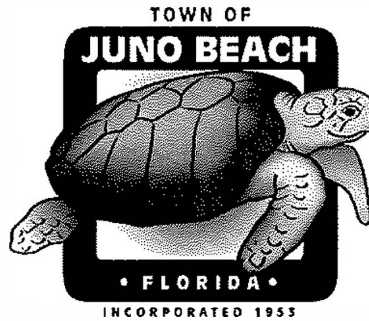




TOWN COUNCIL REGULAR MEETING MINUTES

May 20, 2026 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: DAVE SANTILLI, MAYOR
DIANA DAVIS, VICE MAYOR
DD HALPERN, VICE MAYOR PRO TEM
MAX FRASER, COUNCILMEMBER
SCOTT SHAW, COUNCILMEMBER

ALSO PRESENT: KATHLEEN GUNN, INTERIM TOWN MANAGER
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
EMILY ALVES, FINANCE/HR DIRECTOR
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
STEPHEN MAYER, PRINCIPAL PLANNER
TG LAW PLLC, TOWN ATTORNEY

AUDIENCE: 17

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave unanimous consensus to revise the agenda order as follows: move Item #15 to the Consent Agenda; move Item #10 to Item #8; move Item #14 to Item #10; move Item #7 to Item #15; begin Comments from the Council at 9:15pm; and move Public Comments prior to the presentations.

COMMENTS FROM THE PUBLIC

All Non-Agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to complete a comment card with their name and address prior to the start of the meeting as well as state their name and address for the record when called upon to speak (prior to addressing the Town Council). Town Council will not discuss these items at this time.

Public Comments Opened at 5:34pm.

Public Comments Closed at 5:39pm.

PRESENTATIONS

1. Palm Beach County Library Presentation by Library Director Douglas Crane
2. Palm Beach County Fire Rescue Annual Report Presentation
3. FY 2026-2027 Budget Kickoff Presentation

COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF

Town Attorney explained a slight revision that was made to Resolution No. 2026-09.

Council gave unanimous consensus to have staff research allowable uses of the Building Reserve funds, including applicable statutory and regulatory limitations, and to identify potential alternatives to returning the funds. This review should include consideration of options such as available properties, prefabricated solutions, technology-related uses, etc.

CONSENT AGENDA

4. Special Town Council Meeting Minutes - April 15, 2026
5. Town Council Meeting Minutes - April 22, 2026
6. Year to Date (YTD) Financial Statements
7. Resolution No. 2026-09 - Seacoast Utility Authority Board of Directors Representative

MOTION: *Davis/Halpern made a motion to approve the consent agenda as amended.*

ACTION: *The motion passed unanimously.*

COUNCIL ACTION/DISCUSSION ITEMS *(A Public Comment Period was provided for each item below.)*

8. Petition for a DeMinimus Development / Simple Lot Split - 401 Olympus Drive

MOTION: *Davis/ Fraser made a motion to approve the proposed simple lot split subject to the required items as listed in staff's memorandum.*

ACTION: *The motion passed unanimously.*

9. Discussion on Temporary Sign Code and Sign Code Review

MOTION: *Halpern made a motion to have staff review the temporary sign code language and prepare a memorandum for the Planning & Zoning Board for their evaluation and consideration.*

ACTION: *Motion failed for lack of a second.*

(Vice Mayor Davis provided handouts, see attached.)

MOTION: *Davis made a motion to move forward with Chen Moore & Associates (CMA) to review the sign code in its entirety.*

ACTION: *Motion failed for lack of a second.*

Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus to reevaluate the code with Chen Moore & Associates (CMA) and have them present to the Council if no costs are incurred.

10. Discussion on Reopening the Charter Review

Mayor Santilli recessed the meeting at 7:54pm.

Mayor Santilli reconvened the meeting at 8:04pm.

Council gave unanimous consensus to rediscuss opening the Charter Review in 2027.

11. Facilitator Selection and Scheduling for Town Council Work Sessions

Council gave unanimous consensus to direct staff to obtain quotes from Ms. Stephanie Davis and the Florida League of Cities (FLC), and to bring the information back to Council at the next meeting for review.

MOTION: *Davis/Halpern made a motion to proceed with a facilitator for the off-site Town Council Goal Setting and Team Building Work Session, in an amount not to exceed \$5,000, and to schedule the Work Session during the first week of June.*

ACTION: *The motion passed unanimously.*

12. Public Hearing and Second Reading on Ordinance No. 800 – Amending Floodplain Regulation Definitions

MOTION: *Davis/Halpern made a motion to approve Ordinance No. 800 on second and final reading.*

ACTION: *The motion passed unanimously.*

13. Ordinance 798 - Amendment to the Town of Juno Beach Comprehensive Development Plan, Infrastructure Element, to update and implement its ten (10)-year Water Facilities Supply Work Plan (First Reading)

(Vice Mayor Davis provided handouts, see attached.)

MOTION: *Fraser/Halpern made a motion to approve Ordinance No. 798 on first reading.*

ACTION: *The motion passed 4-1 with Councilmember Shaw opposed.*

14. Selection of an Ex Officio Member to the Juno Beach Historical Society

MOTION: *Davis/ Shaw made a motion to appoint DD Halpern to serve as ex officio member of the Juno Beach Historical Society.*

ACTION: *The motion passed unanimously.*

15. Revision to Town Manager Salary Range on Classification Schedule

Council gave unanimous consensus to leave the Classification Schedule as is.

COMMENTS FROM THE COUNCIL

Vice Mayor Davis commented on the meeting held with Pulte and residents, noting that staff did an excellent job presenting information and responding to questions. She also referenced the 3D GIS Scene View software during the discussion. *(Vice Mayor Davis provided handouts, see attached.)*

Mayor Santilli, Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser to have staff bring this matter back as a future agenda item, including all discussion points and supporting backup materials from the previous discussions. Staff, in coordination with the Town Attorney, will provide the additional information needed to assist Council in providing direction.

Vice Mayor Pro Tem Halpern followed up on her comment from the last meeting about the Aden Perry Foundation offered to donate ten (10) life-saving rings and ten (10) ropes.

MOTION: *Halpern made a motion to direct Town staff to proceed with accepting the donation and to develop an implementation plan, including coordination of insurance requirements and identification of applicable agencies necessary for the installation of life-saving rings at beach access points.*

ACTION: *Motion failed for lack of a second.*

Mayor Santilli, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus to have staff evaluate the feasibility and insurance requirements associated with the proposed donation and installation of life rings, and to present findings and recommendations at the next meeting regarding acceptance of the donation and implementation of the project.

Vice Mayor Pro Tem Halpern inquired whether Development Review Committee (DRC) meetings could be distributed via email blast.

Interim Town Manager Gunn stated that staff could do that.

Vice Mayor Pro Tem Halpern asked for consensus to have a discussion on the replacement of the fence at JB7 on the next agenda.

Town Attorney Torcivia stated that they are happy to bring an analysis back to the next meeting.

Vice Mayor Pro Tem Halpern asked about the possibility of requesting the Florida Fish and Wildlife Conservation Commission (FWC) to conduct another fish survey of Pelican Lake.

Mayor Santilli, Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus directing staff to coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) regarding the potential conduct of a fish survey for Pelican Lake.

Vice Mayor Pro Tem Halpern commented about hearing confusion from residents about the Harmony Ordinance and recommended that staff provide information on the website to explain.

Town Attorney stated that the Town remains in the same position as previously reported and that they are working with staff on implementing the objective review required under the new legislation.

Director of Planning & Zoning Davila expressed his concerns on the matter and explained that they will continue to work with the Town Attorney and provide information.

Councilmember Fraser inquired about responding to public comments.

Interim Town Manager Gunn stated that staff will let the Council know how things are resolved when issues come up during public comments.

Mayor Santilli inquired about ways to improve communication between the Town and residents. The Councilmember also commended staff for their meeting with residents regarding the Pulte project and inquired about measures developers can take to submit more accurate renderings of proposed projects.

ADJOURNMENT

Mayor Santilli adjourned the meeting at 9:37pm.



Dave Santilli, Mayor



Caitlin E. Copeland-Rodriguez, Town Clerk



Online Form Submittal: Public Comments

1 message

noreply@civicplus.com <noreply@civicplus.com>

Mon, May 18, 2026 at 9:34 PM

Reply-To: noreply@civicplus.com

To: ccopeland@juno-beach.fl.us, dhalpern@juno-beach.fl.us, ddavis@juno-beach.fl.us, service@tgjustice.com, dsantilli@juno-beach.fl.us, sshaw@juno-beach.fl.us, mfraser@juno-beach.fl.us

Public Comments

Public Comments for Town Council and Planning & Zoning Board Meetings

Please use the form below to submit comments for Town Council Planning and Zoning Board Meetings. All Public Comments must be submitted by Noon on the day of the scheduled meeting. All information you submit will become a permanent record of the Town, accessible to anyone who wants to see it. If you should have any questions, please contact the Town Clerk's Office at 561-656-0316.

First Name	Debra
Last Name	Levulis
Address	401 Sunset Way Juno Beach Fl
Email Address	johndeb642@gmail.com
Agenda Item Number (Ex: 1, 2, 3)	14
Public Comment / Question	Holding a closed work session with only town council members to discuss town zoning must include the public in the workshop meetings. Please schedule these workshops to include our townspeople during the months when most residents are in town. Using these workshops to gain consensus on our town issues should be open to the public and not because there are three new council members that need to get on the same page. Sunshine Laws!

Email not displaying correctly? [View it in your browser.](#)



Online Form Submittal: Public Comments

1 message

noreply@civicplus.com <noreply@civicplus.com>

Tue, May 19, 2026 at 8:08 PM

Reply-To: noreply@civicplus.com

To: ccopeland@juno-beach.fl.us, dhalpern@juno-beach.fl.us, ddavis@juno-beach.fl.us, service@tgjustice.com, dsantilli@juno-beach.fl.us, sshaw@juno-beach.fl.us, mfraser@juno-beach.fl.us

Public Comments

Public Comments for Town Council and Planning & Zoning Board Meetings

Please use the form below to submit comments for Town Council Planning and Zoning Board Meetings. All Public Comments must be submitted by Noon on the day of the scheduled meeting. All information you submit will become a permanent record of the Town, accessible to anyone who wants to see it. If you should have any questions, please contact the Town Clerk's Office at 561-656-0316.

First Name	Jay
Last Name	Brandli
Address	1055 Ocean Dr
Email Address	jwbrandli@gmail.com
Agenda Item Number (Ex: 1, 2, 3)	Unknown
Public Comment / Question	Please consider formally defining Town interactions with 501 (c) (3) charitable organizations, who supplement Town functions financially or with in kind donations of equipment or materials.

Email not displaying correctly? [View it in your browser.](#)



TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

ANY CITIZEN WISHING TO SPEAK SHOULD COMPLETE THIS CARD AND GIVE IT TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING.

Lake Petition -

AGENDA ITEM #: *ICE Cream Truck* DATE: *5.20.26*

NAME: *Kay Brayden* PHONE NO.: *617-913-2614*

REPRESENTING (IF APPLICABLE): *Lake Community* *Ice Cream Truck Civic Association*

ADDRESS: *433 Juno Dunes Way*

CHECK WHAT MAY APPLY:

☐ SUPPORT

☐ OPPOSE

☒ I WISH TO SPEAK



TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

ANY CITIZEN WISHING TO SPEAK SHOULD COMPLETE THIS CARD AND GIVE IT TO THE TOWN CLERK PRIOR TO THE START OF THE MEETING.

AGENDA ITEM #: 10

DATE: 5/20/20

NAME: Marll Szalkowski

PHONE NO.: 917 660 5727

REPRESENTING (IF APPLICABLE): _____

ADDRESS: 401 Seaside Ln

CHECK WHAT MAY APPLY:

☐ SUPPORT

☒ OPPOSE

☐ I WISH TO SPEAK

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



January 2, 2025

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

Mr. Frank Davila, CFM
Director of Planning and Zoning
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**Subject: Proposal for the Town of Juno Beach
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. O24.0769 / 24-0000.P0101**

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

The CMA planning team has established a strong professional reputation in Palm Beach County as a local company that is deeply rooted in the community. CMA has provided planning services to several coastal municipalities, including the Village of Tequesta (since 2010), Village of North Palm Beach (since 2016), City of Lake Worth Beach (since 2015), Town of Manalapan (since 2010), and Town of Palm Beach (since 2023).

Additionally, the CMA planning team has a history of collaborating with the Treasure Coast Regional Planning Council (TCRPC) on charrettes, code revisions, and the implementation of land development regulations. As examples of our experience with TCRPC, we recently completed an extended project with Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.

The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING

Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following Code Items and Tasks:

Summary of Items, Tasks and Fees

No.	CODE ITEMS	TASKS	FEE (\$)
1	TECHNIQUE FOR SOUND AND SLOW GROWTH	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
2	LANDSCAPE REQUIREMENTS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
3	FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
4	SIGN REGULATIONS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
5	TOPOGRAPHICAL FEATURES	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
6	WALL AND FENCE	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
7	EXTERIOR LIGHTING SPILLOVER	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
		TOTAL	\$62,950

Note: The above Code Items and Tasks do Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner \$240
- Senior Planner \$140

Detail Description of Items and Tasks

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

- 2.1. **TECHNIQUE FOR SOUND AND SLOW GROWTH:** Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.
- 2.2. **LANDSCAPE REQUIREMENTS:** Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.
- 2.3. **FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS:** Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.
- 2.4. **SIGN REGULATIONS:** Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.
- 2.5. **TOPOGRAPHICAL FEATURES:** Consultant will research the existing topographic features, the excavation permit process, and the associated fill requirements and impacts.
- 2.6. **WALL AND FENCE:** Consultant will review the existing for walls and fences code and research code language from coastal municipalities, including the Town of Palm Beach, Village of Tequesta, and Village of North Palm Beach.
- 2.7. **EXTERIOR LIGHTING SPILLOVER:** Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code

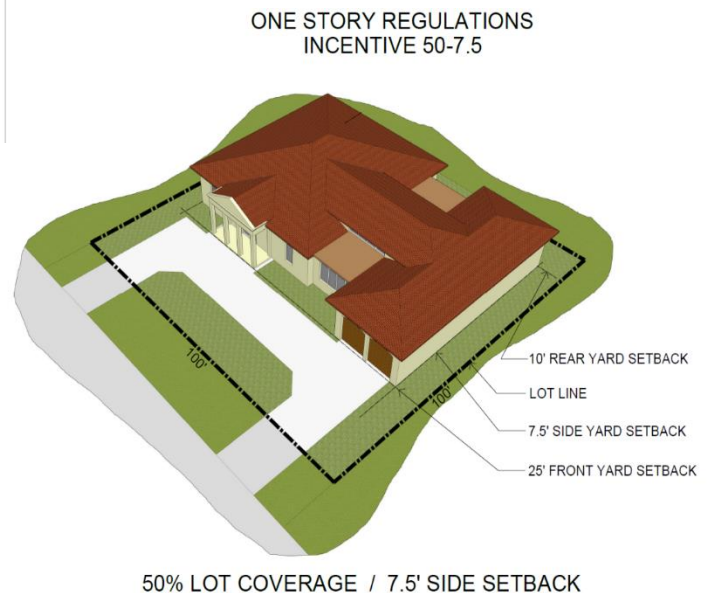
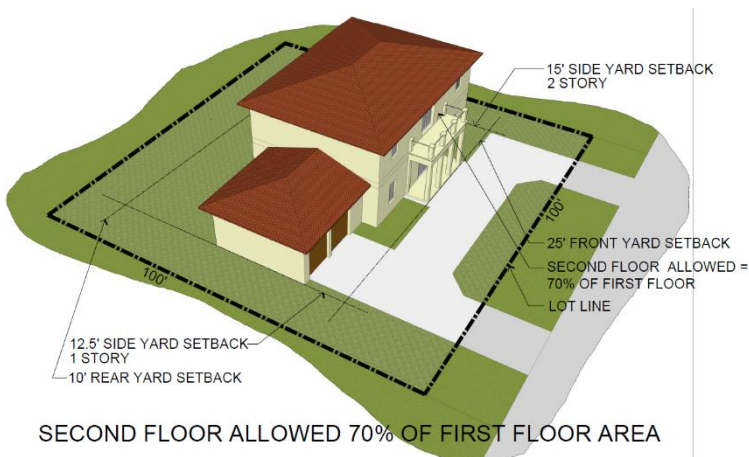
The Consultant will conduct the following Land Development Code Amendments:

- 3.1. **TECHNIQUE FOR SOUND AND SLOW GROWTH:** The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives for certain uses, while eliminating architectural style requirements from the existing code of ordinances.
- 3.2. **LANDSCAPE REQUIREMENTS:** The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species. *The CMA team includes certified landscape architects and arborists with in-depth knowledge of invasive species, Palm Beach County code and Florida natives that will write a code based on best practices and in compliance with Florida Statutes.*

- 3.3. **FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS:** The Consultant will prepare amendments to the Land Development code that address massing, size, scale, and height. The subject amendment may include the preparation of graphics to demonstrate the proposed land development code regulations.

The CMA Planning team is proficient in 3D CAD renderings to showcase graphically the different options in terms of volumes and massing for single family residences that will facilitate a visual understanding and build consensus.

The following graphics were prepared for the Town of Palm Beach to address volume, massing, FAR, cubic ratio, off street parking and setbacks for single residential homes in relationship to lot coverage and open space for 1 and 2-story homes.



- 3.4. **SIGN REGULATIONS:** The Consultant will prepare amendments to the Land Development Code that address sign regulations. The subject amendment will include the preparation of graphics to demonstrate the proposed sign code regulations. Our planning team is proficient in code language regarding sign codes including temporary and permanent, *we prepared sign code amendments for a number of municipalities including Town of Manalapan, Village of Tequesta and others. Also, we wrote a new sign code for the City of Westlake, a new municipality in Palm Beach County. This subject sign code includes definitions and graphics to reflect the requirements and clarify the text.*
- 3.5. **TOPOGRAPHICAL FEATURES:** The Consultant will prepare amendments to the Land Development Code to address current topographical features, the installation of fill, and excavations. The CMA team includes civil engineers that are experienced in permitting and related code language.
- 3.6. **WALL AND FENCE:** The Consultant will prepare amendments to the Land Development Code to update the existing walls and fences. Our planning team is proficient in code language regarding walls and fences.
- 3.7. **EXTERIOR LIGHTING SPILLOVER:** The Consultant will prepare amendments to the Land Development Code to establish lighting criteria aimed at limiting intrusive lighting and light spillover from residential properties. The CMA team includes electrical engineers with expertise in lighting requirements.

Task 4. Public Workshops

- Consultant will conduct workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of each Code Item, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **\$62,950**. The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner \$240
- Senior Planner \$140

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

Attachment(s):	Exhibit A – Work Authorization
	Exhibit B – Rate Schedule
	Exhibit C – Juno Beach – Ranking of Items List (Town Staff Update from 10-24-24)
	Exhibit D - November 14, 2024 - Zoning Code Text Amendment Proposal
	Exhibit E - Nilsa Zacarias, AICP, Summary Resume
	Exhibit F - CMA General Services and Planning Services Flyer

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Client Name: **Town of Juno Beach**

Client Contact: **Mr. Frank Davila**

Client Address: **340 Ocean Drive; Juno Beach, FL 33408**

Client Phone/Fax: **(561) 586-1634**

Client E-mail: **fdavila@juno-beach.fl.us**

CMA Proposal No. O24.0769 / 24-0000.P0101

Agreement Date: January , 2025

FEE: Lump Sum for Professional Services is **not to exceed \$62,950**. The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner \$240
- Senior Planner \$140

RETAINER: N/A

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of the current Continuing Services Contract. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

Town of Juno Beach (CLIENT)

Authorized Signature

Print Name/Title

Date

EXHIBIT "B"
(Rate Schedule)

2023/2024 Hourly Rate Schedule

Labor Category	Hourly Rate
President	\$550
Principal	\$400
Principal Engineer	\$300
Senior Engineer	\$210
Project Engineer	\$185
Associate Engineer	\$130
Engineer	\$120
Principal Landscape Architect	\$230
Senior Landscape Architect	\$165
Project Landscape Architect	\$125
Associate Landscape Architect	\$110
Senior Landscape Designer	\$110
Landscape Designer	\$95
Principal Planner	\$240
Senior Planner	\$140
Project Planner	\$110
Associate Planner	\$95
Senior Project Manager	\$260
Senior Environmental Scientist	\$160
Senior Designer	\$160
Designer	\$120
Senior Technician	\$110
Technician	\$100
Senior Construction Specialist	\$150
Construction Specialist	\$100
Administrative Staff	\$100
Intern	\$70

EXHIBIT "C"
Juno Beach Status of To-Do List

1	Techniques for sound and slow growth	Council requested for staff to research planning techniques to promote slow growth and sound development in Juno Beach. Staff's recommendations include parking, landscaping, setback/lot coverage, incentives for certain uses, elimination of <i>combination</i> of Architectural styles in our current code.
2	Landscape Requirements	Council requested for staff to benchmark the entirety of the Town's landscape requirements with Palm Beach Gardens, and other communities. (discussed at Oct. P&Z Board meeting).
3	Floor Area Ratio / Volume and Massing of Single-Family dwellings.	Council requested for staff to have a consultant review and benchmark other communities for mass, size, scale, height, building area regulations, wall treatment, 2 nd floor area, floor area ration, cubic ratio, off-street parking for single family homes, and to specifically benchmark the city of Lake Worth Beach, North Palm Beach and Palm Beach.
4	Sign Regulations	Staff initiated – The Town's sign code was last amended in 2006, with the changes in state legislature, some of our codes cannot be enforced effectively. Any amendments will require a legal review of the proposed language, this was planned to be addressed with a consultant.
5	Topographical Features	Council requested for staff to work with a consultant to review the Town's Code regarding current topographical features, the installation of fill and excavations.
6	Wall and Fence	Council requested for staff to have a consultant review this section of the code. Most recently, council directed staff to discuss this item again without the need of a Geotechnical Engineer.
7	Exterior Lighting Spillover	Discussion – as part of the Planning and Zoning Board's 2024 Topics, they wish to discuss limiting intrusive, spillover lighting from family residences. Previously, in January 2024, Town Council directed staff to proceed with the addition of a code section to address exterior lighting on residential housing and to not include a reference chart with foot candle criteria. At the March 2024 P&Z meeting, the Board requested for staff to work with an Engineer on creating lighting criteria, this was planned to be addressed with a consultant.

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



EXHIBIT "D"

November 14, 2024 - Zoning Code Text Amendment Proposal

November 14, 2024

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

Mr. Frank Davila, CFM
Director of Planning and Zoning
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**Subject: Proposal for the Town of Juno Beach
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. 024.0769 / 24-0000.P0101**

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

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Additionally, the CMA planning team has a history of collaborating with the Treasure Coast Regional Planning Council (TCRPC) on charrettes, code revisions, and the implementation of land development regulations. As examples of our experience with TCRPC, we recently completed an extended project with

Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.

The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING

Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following tasks:

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

- 2.8. **TECHNIQUE FOR SOUND AND SLOW GROWTH:** Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.
- 2.9. **LANDSCAPE REQUIREMENTS:** Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.
- 2.10. **FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS:** Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.
- 2.11. **SIGN REGULATIONS:** Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.
- 2.12. **TOPOGRAPHICAL FEATURES:** Consultant will research the existing topographic features, the excavation permit process, and the associated fill requirements and impacts.
- 2.13. **WALL AND FENCE:** Consultant will review the existing for walls and fences code and research code language from coastal municipalities, including the Town of Palm Beach, Village of Tequesta, and Village of North Palm Beach.
- 2.14. **EXTERIOR LIGHTING SPILLOVER:** Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code

The Consultant will conduct the following Land Development Code Amendments:

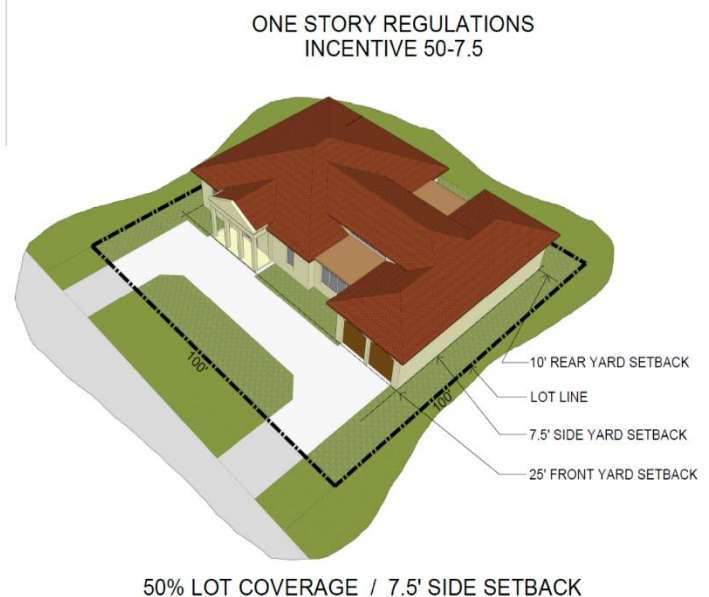
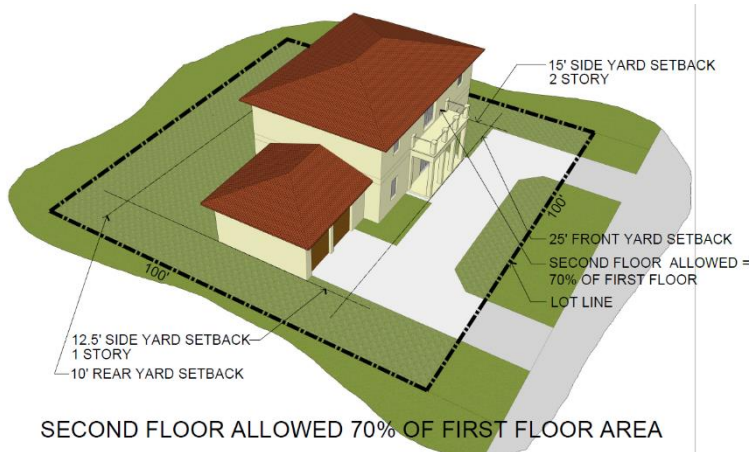
- 3.8. **TECHNIQUE FOR SOUND AND SLOW GROWTH:** The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives

for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

- 3.9. **LANDSCAPE REQUIREMENTS:** The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species. The CMA team includes certified landscape architects and arborists with in-depth knowledge of invasive species, Palm Beach County code and Florida natives that will write a code based on best practices and in compliance with Florida Statutes.
- 3.10. **FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS:** The Consultant will prepare amendments to the Land Development code that address massing, size, scale, and height. The subject amendment may include the preparation of graphics to demonstrate the proposed land development code regulations.

The CMA Planning team is proficient in 3D CAD renderings to showcase graphically the different options in terms of volumes and massing for single family residences that will facilitate a visual understanding and build consensus.

The following graphics were prepared for the Town of Palm Beach to address volume, massing, FAR, cubic ratio, off street parking and setbacks for single residential homes in relationship to lot coverage and open space for 1 and 2-story homes.



- 3.11. **SIGN REGULATIONS:** The Consultant will prepare amendments to the Land Development Code that address sign regulations. The subject amendment will include the preparation of graphics to demonstrate the proposed sign code regulations. Our planning team is proficient in code language regarding sign codes including temporary and permanent, *we prepared sign code amendments for a number of municipalities including Town of Manalapan, Village of Tequesta and others. Also, we wrote a new sign code for the City of Westlake, a new municipality in Palm Beach County. This subject sign code includes definitions and graphics to reflect the requirements and clarify the text.*
- 3.12. **TOPOGRAPHICAL FEATURES:** The Consultant will prepare amendments to the Land Development Code to address current topographical features, the installation of fill, and excavations. The CMA team includes civil engineers that are experienced in permitting and related code language.
- 3.13. **WALL AND FENCE:** The Consultant will prepare amendments to the Land Development Code to update the existing walls and fences. Our planning team is proficient in code language regarding walls and fences.
- 3.14. **EXTERIOR LIGHTING SPILLOVER:** The Consultant will prepare amendments to the Land Development Code to establish lighting criteria aimed at limiting intrusive lighting and light spillover from residential properties. The CMA team includes electrical engineers with expertise in lighting requirements.

Task 4. Public Workshops

- Consultant will conduct two (2) workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of this subject proposal, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **\$74,550.00**.

Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

EXHIBIT "E"
Nilsa Zacarias, AICP, Summary Resume

Nilsa Zacarias, AICP
Director of Planning

Hire Date
07/27/2009
Years with other firms: N/A

Education
Master of Community and
Regional Planning Minor in
Housing, Iowa State
University, Fulbright Scholar,
Bachelor of Architecture,
Catholic University Asuncion,
Paraguay
Professional Affiliations
Fulbright Alumni Association
Palm Beach County Planning
Congress
Planning & Zoning
Commission, Town of
Jupiter

Certifications
Certified Planner by the
American Institute of
Certified Planners (AICP)

Presentations at
Conferences
*Protecting Community
Character: Lessons Learned*
American Planning
Association Florida
Chapter Conference (FAPA),
Tampa, Florida –
September 2024 (upcoming)

*Chair of Affordable Housing
Symposium: Solutions and
Strategies.* Palm Beach
County Planning Congress-
West Palm Beach, Florida-
April 2024

*Inclusive and Equitable Public
Open Spaces.* American
Planning Association Florida
Chapter Conference (FAPA),
Jacksonville, Florida –
September 2023

Nilsa Zacarias, AICP is CMA's Principal Planner. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Public Engagement, Land Development Regulations, Annexations, Master Plans, Neighborhood Plans, Design Guidelines, Development Review & Processing, and others. She has an in-depth knowledge of Florida Statutes requirements.

Project Experience

General Planning Services, Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. Since its incorporation in 2016, CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations to be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

General Planning Services, Land Development Regulations, Comprehensive Plan Amendments, Village of Tequesta- Since 2010 provided planning services including EAR-based Comprehensive Plan Amendments, LDR amendments (writing code language to create overlays, Parking regulations, updating definitions, and others); Site Plan Reviews (DRC Meetings, Staff Reports, meetings with developers); presentations at workshops, hearings at P&Z Board and Village Council meetings; Annexations studies and analysis with public outreach; community outreach and vision for a Parks Master Plan and Design Guidelines.

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) - Village of North Palm Beach - CMA updated the Village of North Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.) and updates to reflect changes in the Village's trends, vision and demographics.

Urban Design, LDRs, EAR- based Comprehensive Plan Text Amendments, and Neighborhood Plans, City of Lake Worth Beach . Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

EAR based Comprehensive Plan Update, City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Design Guidelines, Public Participation and Zoning Code Amendment, Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Public Participation Program, Parks Master Plan “Our Parks Our Values” – Village of Tequesta

CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. “Our Parks Our Values” main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village’s parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.

GIS Mapping, 2050 Long Range Transportation Planning (LRTP), Treasure Coast Regional Planning Council

This project involved policy analysis and considerations for 107 TOD stations located in Palm Beach County including land uses, demographics and market studies. The CMA planning team prepared GIS maps and data tables based on ARC GIS Business Analyst to be used in the transit and roadway modeling of the 2050 Long Range Transportation Planning (LRTP) prepared by the Palm Beach Transportation Planning Agency’s (TPA), and Treasure Coast Regional Planning Council. The purpose of this work order was to analyze the development capacity surrounding the potential transit stations along the 561 corridors countywide in Palm Beach County. The analysis identified the existing and potential residential units and non-residential square footage of each station, factoring in desired station typology and land use regulations and entitlements. CMA was contracted by the Treasure Coast Regional Planning Council to conduct this study. The existing conditions analysis and mapping for the 107 TOD station included 1,926 GIS maps (Age of Structures, Assessed Value of Improvements, Taxable Value, Density, FAR, NAICS, MAZ, property acreage and others). Once the key sites for redevelopment were identified, CMA prepared 107 GIS maps showcasing the potential capacity of the subject sites.

EXHIBIT "F"
CMA General Services and Planning Flyers



CIVIL ENGINEERING



TRANSPORTATION ENGINEERING



ELECTRICAL ENGINEERING



LANDSCAPE ARCHITECTURE & PLANNING



ENVIRONMENTAL



CONSTRUCTION MANAGEMENT

OUR SERVICES

Founded in 1986, Chen Moore and Associates, Inc. (CMA) specializes in civil engineering, water resources, water and sewer, landscape architecture, irrigation, planning, electrical engineering, transportation, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients.

www.chenmoore.com

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



cma
chen moore and associates

THIS IS A PEOPLE BUSINESS.

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Jacksonville

Gainesville

Orlando (Maitland)

Tampa

Sarasota

Port St. Lucie

Jupiter

West Palm Beach

Fort Lauderdale

Miami

OUR SERVICES		OUR MARKETS	
CIVIL ENGINEERING TRANSPORTATION ENGINEERING ELECTRICAL ENGINEERING LANDSCAPE ARCHITECTURE & PLANNING ENVIRONMENTAL CONSTRUCTION MANAGEMENT		WATER & WASTEWATER ENGINEERING WATER RESOURCES TRANSPORTATION ENERGY PARKS & RECREATION LAND DEVELOPMENT	
CORPORATE	REGIONAL OFFICES	ADDITIONAL OFFICES	
500 West Cypress Creek Road Suite 600 Fort Lauderdale, FL 33309 +1 (954) 730-0707	Miami West Palm Beach Orlando (Maitland) Jacksonville	Jupiter Port St. Lucie Sarasota (Nokomis)	Tampa Gainesville Atlanta

PEOPLE THAT CARE
www.chenmoore.com



Euclid Road Streetscape Master Plan, Miami Beach, FL



3D Visioning Rendering Phase 1, City of Lake Worth Beach, FL



Community Participation, Parks Master Plan, Village of Tequesta, FL

PLANNING

Founded in 1986, Chen Moore and Associates, Inc. (CMA) specializes in planning, civil engineering, water resources, water and sewer, landscape architecture, irrigation, electrical engineering, transportation, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients.



Land use planning is about community building, it is integral to the sustainable development of cities and towns. It involves looking at how land should be used, ranging from green space to residential areas, commercial and industrial sites. Land-use planning takes place within the framework of local zoning laws, state and federal regulations; and careful planning aims to preserve the environment, promote social gatherings, enhance communities, and support transportation, industry, and economic development. CMA provides long range and current planning services by focusing on sustainable principles with unparalleled graphic skills and superior analytical capabilities to local governments, communities, and private sector clients throughout Florida.

www.chenmoore.com

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459



**OUR PLANNING SERVICES
INCLUDE:**

Long Range Planning

- Sustainable Comprehensive Plan & Text Amendments
- Neighborhood Plans
- Land Development Regulations & Zoning Codes
- Evaluation and Appraisal Reviews
- Annexation Plans & Processing

Current Planning

- Development Applications & Approvals
- Site Plan Designs & Reviews
- Technical Reports

Community & Neighborhood Involvement

- 24/7 Open Community Forums
- Vision & Master Plans
- Design Charrettes
- Neighborhood Participation & Plans

Graphics and Geographic Information System (GIS)

- GIS Maps
- 3D Computer Rendering/
Conceptual Design/CAD

**WE PLAN AND DESIGN
MEMORABLE PLACES**



Mixed-Use District, 3D Visioning Rendering Phase 2, City of Lake Worth Beach, FL



Currie Park Phase I - Visioning, Public Participation, West Palm Beach, FL



Beach Road Corridor, Design Guidelines, Village of Tequesta, FL

CORPORATE	REGIONAL OFFICES	ADDITIONAL OFFICES	PEOPLE THAT CARE www.chenmoore.com
500 West Cypress Creek Road Suite 600 Fort Lauderdale, FL 33309 +1 (954) 730-0707	Miami West Palm Beach Jacksonville Orlando (Maitland)	Jupiter Tampa Port St. Lucie Gainesville Sarasota (Nokomis) Atlanta	

PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 3rd day of March, 2025, by and between the **Town of Juno Beach**, a Florida municipal corporation ("Town") and **Chen Moore & Associates, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Town solicited quotes for Planning Services to assist the Town with revisions to the Town's Zoning Code; and

WHEREAS, the Town wishes to retain the services of Consultant, and Consultant has agreed to provide Planning Services to the Town in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND COMPENSATION. The Consultant shall provide Services to the Town pursuant to its detailed Proposal dated January 2, 2025, which is incorporated herein by reference. The Town shall compensate Consultant for services performed in accordance with the tasks and corresponding fees outlined in the Proposal, with the additional tasks billed at the hourly rates set forth in the Proposal. Consultant shall undertake no more than three (3) specific tasks at any given time and shall receive approval from the Town Manager or designee prior to commencing any specific task.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the execution of this Agreement by the Town and shall continue until all tasks approved by the Town are completed or either party terminates this Agreement as set forth herein.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Town Manager, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or

Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: INVOICES. Consultant shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. Consultant, its officers, employees, and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE.

a. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Town as an additional insured and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

c. Consultant hereby waives any and all rights to subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not

apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: 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, to 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 18: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Town and the Consultant agree that the Town shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Juno Beach
Attn: Town Manager
340 Ocean Drive
Juno Beach, FL 33408

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.
Attn: Nilsa Zacarias, AICP
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 25: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County

ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 29: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Town upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Town accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town 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, Florida Statutes, or as otherwise provided by law.
- 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF JUNO BEACH AT: (561) 656-0316;

CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

SECTION 32: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 33: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Town shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Town has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

TOWN OF JUNO BEACH:

By: _____
Frank Davila, Interim Town Manager

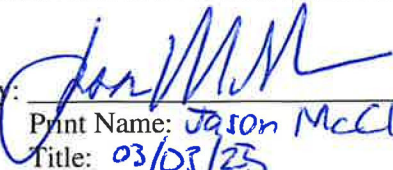
ATTEST:

By: _____
Caitlin Copeland-Rodriguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Leonard G. Rubin, Town Attorney

**CONSULTANT:
CHEN MOORE & ASSOCIATES, INC.**

By:  _____
Print Name: Jason McClair
Title: 03/03/23



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INFRASTRUCTURE

(Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge)

GOAL: ~~Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Town; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) ensure the health, safety and welfare of Town residents.~~

From Town of Palm Beach: (p.171)The Infrastructure Element of the Town of Juno Beach Comprehensive Plan has been developed based upon the identification and analysis of the appropriate public facilities and their service areas, design capacities, and the ability to maintain standards required by Federal, State, County and Town regulations, all provided within each Sub-Element. This Element provides the framework necessary to ensure adequate public facilities and services are available for the current and future residents of the Town of Juno Beach. The Infrastructure Element is comprised of the Sub-Elements for Drainage (Stormwater Management), Potable Water, Sanitary Sewer, and Solid Waste. The Town of Juno Beach contains no significant Natural Groundwater Aquifer Recharge Area. Irrespective, specific standards and governmental actions geared to stabilizing water table levels in surficial deposits are addressed in the Potable Water Element.

Objective 1: To ensure concurrency through the land development permitting approval process, prior to ~~at~~ the time a building permit is issued, and to ensure adequate public facility capacity is available or will be available, at the time of occupancy.

Policy 1.1: Public facility Level of Service (LOS) standards, as displayed on TABLE 2, are hereby adopted and shall be used as the basis for estimating the availability of capacity needed prior to approval and demand generated by a proposed development project.

Policy 1.2: All development and/or redevelopment activities may only ~~shall~~ be undertaken if there is capacity to meet the ~~in a manner consistent with~~ adopted LOS standards.

Policy 1.3: The Planning & Zoning Department and Public Works Department shall, in cooperation with public utility service providers, develop procedures to update facility demand and capacity information prior to ~~as~~ development permits being ~~are~~ issued.

Policy 1.4: Unless specifically permitted by Palm Beach County Environmental Control Rule #1, prohibit the installation of additional septic tank systems within the

- Town and require all new developments to be served by a central wastewater system.
- Policy 1.5: Prohibit the installation of new wells for potable water use. However, replacement or repair of existing wells for this purpose shall be permitted until such time requirements are established to connect into a central system. Require all new developments to be served by a central potable water system.
- Policy 1.6: As part of site plan review, the Town shall require applicants to obtain written comments from applicable potable water, sanitary sewer, stormwater, and solid waste service providers. Prior to issuance of a certificate of occupancy, the Town may require evidence that required utility improvements have been accepted by the appropriate provider and that developer obligations have been satisfied.
- Policy 1.6a: Consistent with health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new developments no later than the issuance by the Town of a Certificate of Occupancy (CO) or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the applicant shall provide proof to the Town ~~shall consult with the appropriate water utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the Town's Certificate of Occupancy or its functional equivalent. The Town may meet the concurrency requirement for sanitary sewer through the use of on-site sewage treatment and disposal systems approved by the Department of Health to serve new development.~~

TABLE 2

LEVEL OF SERVICE STANDARDS

POTABLE WATER

The Town has established minimum commitments of water supply for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

Jupiter Water Department Service Area:

- 153 gallons per day per capita (residential)
- 100 gallons per day/1000 square feet (commercial/industrial)

Seacoast Utility Authority Service Area:

- 189 gallons per day per capital (all uses)

Potable water service areas are more clearly outlined in Figure 5.1

SANITARY SEWER

The Town has established minimum commitments of sanitary sewer levels of service for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

Loxahatchee River District (LRD):

- 150 gallons per capita per day

Seacoast Utility Authority:

- 107 gallons per capita per day

Sanitary sewer service areas are more clearly identified in Figure 5.2.

Individual Systems:

Average Day Sewage Generation Rate

One (1) septic tank per lot based on a minimum lot criteria established in Palm Beach County Environmental Rule #1.

The use of existing, properly constructed and functioning septic tank systems within the Town is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment according to State Water Quality Standards (Chapter 62-302, FAC for surface water, Chapter 62-520, FAC for groundwater and Chapter 64E-9, FAC for bathing places) and that public health standards are endangered, septic tank systems causing the situation will be repaired or replaced.

When a central sanitary sewer system becomes available to currently non-serviced areas, or the current septic tank systems fail to meet Water Quality Standards and endanger the public health, hook-up to the central system shall be required; and, the Palm Beach County LOS Standard of 100 gallons per capita per day shall be the standard implemented.

STORMWATER MANAGEMENT

Design Storm

(in existing developed areas)

Level of Service (LOS)

Northern/Southern Drainage Areas: Five (5) year frequency, 24 hour duration (one-day); rainfall intensity curve.

Central Drainage Area: Three (3) year frequency, 24-hour duration (one-day); rainfall intensity curve.

Design Storm (for future development of existing vacant areas)

The Town is implementing higher LOS standards in light of increased rainfall intensity, sea level rise, higher groundwater elevations, king tides, compound flooding and vulnerability assessment findings

Northern/Southern Drainage Areas: Level of Service (LOS)

1.99 acres & Below Ten (10) ~~Five (5)~~ Year Frequency, ~~24 hour duration~~ 72 hour duration (3 Day) ~~(1 Day)~~; rainfall intensity curve.

2.0 – 5.99 Acres Ten (10) ~~Five (5)~~ Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

6.0 – 9.99 Acres Ten (10) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

10.0 Acres + (or any public drainage

Or redevelopment project) Twenty-five (25) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

Central Drainage Area: Level of Service (LOS)

1.99 acres & Below Ten (10) ~~Three (3)~~ Year Frequency, ~~24 hour duration (1 Day)~~ 72 hour duration (3 day); rainfall intensity curve.

2.0 – 5.99 Acres Ten (10) ~~Three (3)~~ Year Frequency, ~~24 hour duration (1 Day)~~ 72 hour duration (3 day); rainfall intensity curve.

6.0 – 9.99 Acres Ten (10) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

10.0 Acres + (or any public

Drainage or redevelopment project) Twenty-five (25) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

FLOOD PROTECTION

All Areas: All developments that are wholly within or partially within any flood hazard area shall follow the Floodplain Management Ordinance of the Town of Juno Beach.

WATER QUALITY

The Town shall comply with the South Florida Water Management Districts (SFWMD) requirements for stormwater quality and permitting as may be amended identified under Part IV Chapter 373, Florida Statutes, and Rules Chapter 40E-4, and 40E-40, Florida Administrative Code; and the Florida Department of Environmental Protection water quality standards under Chapter 403, Florida Statutes; and Chapters 62-302 and 62-303, Florida Administrative Code (Florida Department of Environmental Protection), for surface water, groundwater, and potable water, as may be amended.

*Based upon best available information.

Objective 2: To maintain a five (5) year schedule of capital improvement needs, to be updated annually, in conformance with the CAPITAL IMPROVEMENTS element (CIE). Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to provide the appropriate public facilities and the ability to maintain standards required by Federal, State, County and Town regulations. maximize the use of existing facilities; or, (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

Policy 2.1: Existing and potential deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer –Any capital improvements projected to Loxahatchee River District (LRD) or Seacoast Utility Authority sanitary sewer system located within the corporate limits of the Town of Juno Beach shall be listed and identified in the Capital Improvement Plan within the CIE.

Solid Waste – The program for centralized collection of ~~toxic~~ household and commercial wastes shall be maintained. Encourage recycling programs and Continue to request that the Solid Waste Authority of Palm Beach County (SWA) maintain a program for refuse separation and recycling within the Town, including vegetation wastes and bulk pick up.

Stormwater Management –Institute a program of annual inspections of the drainage system throughout Town as a means of monitoring the efficiency of the system. Results of the inspections and other general assessments of the

drainage system serving Juno Beach shall be identified as required in its annual National Pollutant Discharge Elimination System (NPDES) Report. Any deficiencies requiring upgrades or new capital improvements shall be reflected, as appropriate, in the 5-Year Schedule of Improvements.

Potable Water –Any capital improvements projected by the Jupiter Water Department or Seacoast Utility Authority potable water system located within the corporate limits of the Town of Juno Beach shall be listed and identified in the Capital Improvement Plan within the CIE.

Groundwater Aquifer Recharge –Through the occupational license procedure identify ~~and regulate~~ businesses that potentially could pollute the surrounding groundwater supply. Work with Palm Beach County and Florida Department of Environmental Protection to mitigate any pollutant discharges and to ensure that these businesses are permitted appropriately and trained in pollution prevention.

Policy 2.2: A Capital Improvements Coordinating Committee headed by, and appointed by, the Town Manager to include community input with at least one Town Council member and one Planning and Zoning Board member, shall be created for the purpose of evaluating and ranking capital improvements projects proposed for inclusion in the five (5) year schedule of needs. These meetings shall be public noticed and open to the public, including the ability to comment.

Policy 2.3: Guidelines shall be developed to evaluate and rank proposed capital improvement projects using the following priority levels:

Level One – Whether the project is needed to protect health and safety or to meet Federal, State, County or Local requirements. ~~in order to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.~~

Level Two – Whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides services to developed areas currently lacking full service, ~~or promotes infill development.~~

Level Three – Whether the project represents a logical extension of facilities and services to benefit our current residents.

Policy 2.4: The Town incorporates the findings of its vulnerability assessment, stormwater master planning, sea level rise data, flood modeling and best available rainfall data into this Infrastructure Element, Capital Improvements Element, Coastal Management Element, Conservation Element, and applicable land development regulations. The findings shall be used to identify vulnerable drainage facilities, stormwater outfalls, roadways, swales, Pelican Lake

facilities, beach access points, sanitary sewer facilities, potable water facilities and other public infrastructure.

Policy 2.5 The Town shall identify stormwater, sanitary sewer, potable water, drainage, outfall, lift station, roadway drainage, and related public infrastructure at risk from sea level rise, saltwater intrusion, coastal flooding, and increased groundwater elevation, and shall update this assessment at least every five years. The Town shall coordinate with applicable utility providers and regional agencies to plan for retrofit, replacement, relocation, or increased resiliency of vulnerable infrastructure.

Policy 2.6 The Town shall maintain a 10-year stormwater capital improvement and resiliency schedule to guide long-term drainage, water-quality, Pelican Lake, outfall, swale, and flood-protection improvements.

Objective 3: To continue to provide solid waste collection services and stormwater management to meet existing and projected future demands.

Policy 3.1: The basic solid waste collection service policy shall consist of the following components:

1. Maintain a high level of service for the residents of the Town with a system that ensures the lowest possible cost to Juno Beach taxpayers relative to the highest level of service.
2. Maintain a public information service in order to keep the citizens of the Town aware of collection schedules and placement of refuse containers, yard clippings, and other special wastes for collection.
3. Require a collection service that best serves the residents of Juno Beach.
4. Develop and maintain regulations that address, but not be limited to, the location of containers and other solid waste to be collected, requirements of residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations. ~~to avoid potential health hazards from solid waste being scattered about.~~

Policy 3.2: The basic stormwater management policy shall consist of the following components:

1. Continue routine maintenance of catch basins and conduits.
2. Regulate swale plantings and sodding.
3. Encourage appropriate land use activities in flood prone areas.
4. Protect environmentally sensitive areas by controlling adjacent activities.
5. Provide the use of street sweeping, when necessary.
6. Require use of vegetation, mulches, and berms for control of pollutants from construction sites.
7. Enforce the Flood Protection Ordinance to maintain the flooding protection provided by natural features.

8. ~~8. A priority function of Pelican Lake shall be as a stormwater retention lake. Pelican Lake shall serve as a critical component of the Town's stormwater management and resilience system, including stormwater retention, water quality treatment, flood attenuation, and groundwater interaction. The Town shall evaluate and implement improvements to Pelican Lake to address increased rainfall intensity, sea level rise, elevated groundwater conditions, and water quality.~~

Objective 4: ~~The Town shall periodically evaluate alternative solid waste collection models, including competitive franchise agreements with private haulers, hybrid systems, or continued participation in the Solid Waste Authority system, to ensure cost efficiency, service quality, environmental protection, and resilience. To support the Solid Waste Authority of Palm Beach County as the provider of solid waste disposal services to the Town of Juno Beach in meeting existing and projected future demands.~~

Policy 4.1: ~~Maintain and align the Town's recycling requirements with Florida Statutes, Section 403.706.~~

Policy 4.1: The Town shall implement and maintain a comprehensive recycling and materials management program that meets or exceeds the requirements of Section 403.706, Florida Statutes, and is designed to increase waste diversion, reduce landfill disposal, protect water quality, and minimize environmental impacts to coastal and marine resources.

Policy 4.2 The Town shall establish and periodically update measurable waste diversion and recycling goals, including reduction of landfill-bound solid waste and increased recovery of recyclable materials, consistent with regional and state objectives and best practices.

Policy 4.3 The Town shall require that solid waste and recycling service providers meet performance standards established by the Town, including recycling collection frequency, contamination reduction, reporting requirements, and customer service benchmarks. These standards shall be incorporated into franchise agreements, interlocal agreements, or contracts, as applicable.

Policy 4.4 The Town shall ensure that recycling services are convenient and accessible to all residential and non-residential users, including multifamily, commercial, and public facilities, and shall evaluate opportunities to expand services such as bulk recycling, special waste collection, and public drop-off options.

Policy 4.5 The Town shall implement education, enforcement, and operational measures to reduce contamination in recycling streams, including clear guidance on acceptable materials, periodic audits, and coordination with service providers.

Policy 4.6 The Town shall provide ongoing public education and outreach regarding recycling, waste reduction, and proper disposal practices, with emphasis on reducing litter, marine debris, and improper disposal that may impact stormwater systems, Pelican Lake, and coastal waters.

Policy 4.7 The Town shall promote waste management practices that reduce the potential for debris, plastics, and pollutants to enter stormwater systems, Pelican Lake, and the Atlantic Ocean, including container standards, placement requirements, and enforcement measures to prevent spillage and runoff-related pollution.

Policy 4.8 The Town shall evaluate and, where feasible, implement programs to divert organic materials, including yard waste and food waste, from landfill disposal through composting, mulching, or other beneficial reuse methods.

Policy 4.9 The Town shall encourage or require recycling and proper management of construction and demolition-debris, including separation of recyclable materials, as part of development and redevelopment activities.

Policy 4.10 The Town shall coordinate with the Solid Waste Authority and service providers to obtain data on waste generation, recycling rates, contamination levels, and diversion performance, and shall use this information to evaluate and improve local programs.

Policy 4.11 The Town shall periodically evaluate its solid waste and recycling system, including participation in regional programs and potential alternative service models, to ensure cost efficiency, environmental performance, and consistency with the Town's sustainability and water quality objectives.

Objective 5: To continue to depend on current providers to operate sanitary sewer and potable water facilities to meet existing and projected future demands, unless it is determined that alternative operational mechanisms can be instituted to increase efficiency and quality of service within the Town of Juno Beach.

Policy 5.1: Require a consistent level of service for property owners and residents of the Town by service providers.

Policy 5.2: Require periodic monitoring of rate structures so that the lowest possible cost for established LOS standards results to Town taxpayers and/or residents.

Policy 5.3: Periodically review operational responsibilities in light of developing and maintaining the most efficient service at the most reasonable cost.

Policy 5.3A: [from Tequesta] Annually, during the Town budget process, the Town shall request written assessments from Loxahatchee River District, Seacoast Utility Authority, Jupiter Water Utilities, the Solid Waste Authority, and other applicable service providers identifying system capacity, deficiencies, needed improvements, costs, schedules, and resilience needs for facilities serving the Town of Juno Beach.

Policy 5.4: The use of existing properly constructed and functioning septic systems within the Town may be acceptable. However, when analysis indicates that septic tank

- systems are adversely impacting the environment, according to State Water Quality Standards, and public health standards are endangered, septic system causing the situation shall be repaired or replaced.
- Policy 5.5: When a central sanitary sewer system becomes available to existing non-sewer areas, or the existing septic systems fail to meet State Water Quality Standards, thereby endangering the public health, connection to the central system shall be required.
- Policy 5.6: The Town shall identify any remaining septic systems, abandoned septic systems, vulnerable sewer laterals, and sanitary sewer facilities that may affect groundwater, Pelican Lake, or beach water quality. Where evidence indicates adverse impacts to surface water, groundwater, bathing waters, or public health, the Town shall coordinate with the appropriate agencies and utility providers to require repair, replacement, connection, or corrective action.
- Objective 6: To incorporate stormwater drainage regulations into the Subdivision Regulations Ordinance and Comprehensive Zoning Ordinance, where appropriate, which shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.
- Policy 6.1: The Town shall remain abreast of new stormwater requirements as promulgated by the State and the South Florida Water Management District (SFWMD) and shall revise local policies and regulations, as necessary, to remain consistent with new requirements. The Town shall limit post-development runoff rates and volumes to predevelopment conditions and preserve existing natural drainage features.
- Policy 6.2: All redevelopment shall be designed to avoid adverse off-site drainage impacts. Redevelopment shall reduce existing stormwater runoff volume, peak discharge, pollutant loading, and impervious surface impacts compared with pre-redevelopment conditions.
- Policy 6.2a: Site plans shall incorporate low-impact development and green infrastructure techniques, where feasible, including pervious pavement, bioswales, rain gardens, tree canopy, native landscaping, reduced impervious surface, soil restoration, and on-site retention or detention to reduce runoff, improve water quality, and increase groundwater recharge.
- Policy 6.2b: Protect and preserve water quality by use of construction site Best Management Practices (BMPs) and the incorporation of techniques such as on-site retention, use of pervious surface and native vegetation.
- Policy 6.3: Work cooperatively with property owners, when necessary, in the development of erosion control plans where areas experience erosion of shorelines or banks.

-
- Policy 6.4: Review plans for future construction and development for compatibility with the natural landscape qualities and environmental characteristics and habitats existing within the Town.
- Policy 6.5: Continue to require the preservation, conservation and priority use of native vegetation in Juno Beach.
- Policy 6.6: Cooperate with the adjacent municipalities in an effort to protect and conserve unique vegetative communities that are common to and between jurisdictions.
- Policy 6.7: Continue to provide protection of the coastal dune by maintaining regulations and procedures that prevent the deterioration of the vegetation and structural quality of the coastal dune through the Town's zoning regulations.
- Policy 6.8: Develop regulations, as necessary and appropriate, that conserve the upland, coastal and wetland vegetative communities existing in Juno Beach.
- Policy 6.9: Protect endangered and/or threatened plant and vegetative communities from future development.
- Policy 6.10: Maintain and enforce land development regulations so that development is planned in accordance with natural characteristics of the land such as slope elevation, drainage patterns and natural vegetation.
- Objective 7: To actively participate in potable water supply, water conservation and water reuse programs of the Jupiter Water Utilities Department, Seacoast Utility Authority, and the South Florida Water Management District (SFWMD), on an ongoing and an emergency basis.
- Policy 7.1: The Town shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code (F.A.C.), upon declaration of a water shortage emergency by the SFWMD, and reference the Palm Beach County Mandatory Year-Round Irrigation Conservation Measures (Section 3-7) as detailed in 40E-24, F.A.C. for successful implementation.
- Policy 7.2: Florida Friendly Landscaping practices shall be promoted and incorporated into development review, and land development regulations where feasible, by the Town when considering all proposals for development and/or redevelopment.
- Policy 7.3: The Town shall require or promote, as permitted by law, the use of low volume fixtures when reviewing all building permit applications.
- Policy 7.4: Promote and institute and where practical require, water conservation techniques and programs in cooperation with potable water suppliers, the SFWMD and other applicable agencies and jurisdictions such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water,

and others, where feasible. Also, encourage the use of low water use plumbing fixtures in all new buildings or in conjunction with permitted renovations in accord with Florida Water Conservation Act, Section 553.14, Florida Statutes and, promote educational programs and other conservation programs instituted by Seacoast Utilities and the Town of Jupiter Water Utilities Department.

Policy 7.5: Encourage construction of water storage facilities consistent with the Town's water suppliers' Water Supply Facilities Work Plans to accommodate and conserve necessary future water needs.

Policy 7.6: Cooperate and coordinate with Seacoast Utility Authority, Jupiter Water Utilities Department and the SFWMD in the preparation and updates to their Water Supply Facilities Work Plans to ensure applicable input of data and information pertinent to those Plans.

Policy 7.7: Every 5 years, the Town shall incorporate necessary 10-Year Water Supply Plan directives.

Policy 7.8: The Town shall encourage its water suppliers to consider revising potable water LOS standards to include residential and non-residential categories.

Policy 7.9 The Town shall support and coordinate with its potable water suppliers to achieve a reduction in per capita potable water use through conservation programs, land development regulations, and public education. The Town shall periodically evaluate water use trends and promote measures to reduce potable water demand, particularly for irrigation.

Policy 7.10 The Town shall promote and, where feasible, require efficient irrigation practices in new development and redevelopment, including limitations on irrigation frequency and duration, use of smart irrigation controllers, soil moisture sensors, and design standards that minimize potable water use.

Policy 7.11 In addition to Florida Friendly Landscaping, the Town shall encourage the use of native and drought-tolerant vegetation and shall evaluate land development regulations to reduce turf areas and high-water-demand landscaping in new development and redevelopment.

Policy 7.12 The Town shall encourage and, where feasible, support the use of alternative water sources for non-potable purposes, including reclaimed water, graywater systems, rainwater harvesting, and other water reuse technologies, particularly for irrigation and outdoor uses.

Policy 7.13 The Town shall coordinate with its potable water suppliers to identify major water users and support voluntary or cooperative water conservation measures, including operational changes, retrofit of water-saving devices, and use of alternative water sources.

Policy 7.14 The Town shall consider water conservation as part of the development review process and may require demonstration of water-efficient design features, including low-flow

fixtures, efficient irrigation systems, and landscaping practices that reduce potable water demand.

Policy 7.15 The Town shall coordinate with its potable water suppliers to support efforts to reduce water loss through system maintenance, leak detection, meter replacement, and improved monitoring of water distribution systems.

Policy 7.16 The Town shall periodically evaluate the effectiveness of water conservation programs and policies and consider additional conservation measures based on changing conditions, including population growth, climate variability, and water supply constraints.

Policy 7.17 The Town shall support policies and programs that reduce outdoor potable water use, including irrigation restrictions, seasonal adjustments, and public education on efficient watering practices.

Objective 8: The Town shall annually, in conjunction with the yearly budget process, evaluate the Town’s drainage system to determine whether extension of, or increase in capacity of, drainage facility is necessary to meet future needs.

Policy 8.1: The Town shall maintain a 10-year stormwater capital improvement and resilience schedule to guide drainage, flood protection, Pelican Lake, outfall, swale, water-quality, groundwater recharge, and sea-level-rise adaptation projects. The schedule shall be reviewed annually and coordinated with the five-year Capital Improvements Element.

Policy 8.1a: The Public Works department shall inspect the Town’s drainage system in accordance with the NPDES program to identify any needs and/or deficiencies.

Policy 8.1b: The Town shall maintain water-quality monitoring for stormwater outfalls and receiving waters, including Pelican Lake, consistent with NPDES requirements, and shall evaluate wet-weather and dry-weather sampling results to identify pollutant sources and prioritize corrective improvements. [from Tequesta]

Policy 8.2: The Town shall continue to monitor the water quality in Pelican Lake and investigate the implementation of a storm event related sampling program to evaluate the effect stormwater quality has on the overall surface water quality and sediments of the lake.

Policy 8.2a: The Town shall coordinate with the Florida Department of Health, Palm Beach County, utility providers, and environmental agencies to investigate beach water-quality exceedances, including enterococcus bacteria. The investigation may include review of rainfall, tides, groundwater seepage, stormwater outfalls, septic systems, sewer laterals, and other potential sources such as

regional discharges including those from Lake Okeechobee. Findings shall be used to prioritize stormwater, sanitary sewer, drainage, beach-management, and public-education improvements through our capital improvements projects and/or to lobby Federal, State and County for appropriations to address what is suspected to be a regional issue.

- Policy 8.3: All projects in excess of \$25,000.00 shall be submitted to the Capital Improvements Coordinating Committee and scheduled in the annual updates to the CIE of this Plan.
- Policy 8.4: Projects as they occur shall be incorporated into the Five Year Schedule of Improvements as presented in the CIE of this Plan.
- Policy 8.5: All applicable federal and state regulations shall be reviewed and the appropriate permits shall be obtained prior to the Town authorizing project construction.
- Policy 8.6: All improvements for replacement, expansion or increase in capacity of facilities shall comply with the adopted LOS standards identified in Policy 1.1 of this Plan.
- Objective 9: The Town shall engage with the SWA to ensure operation and maintenance of waste facilities that meet existing demands and coordinate and administer the extension of, or increase in the capacity of facilities to meet future needs within the Town of Juno Beach.
- Policy 9.1: The Town shall continually maintain a high level of coordination with the SWA in order to ensure the Town’s input to the management of established landfill sites and the purchase/development of any future landfill sites, transfer stations and other alternative methods of solid waste disposal.
- Policy 9.2: The SWA shall be responsible for financing needed transfer and disposal facilities to serve the Town.
- Policy 9.3: The Town shall actively participate in the review of the SWA’s Integrated Solid Waste Management which, is scheduled for updating every three (3) years after adoption.
- Policy 9.4: The Town shall continually encourage and work with the SWA to establish priorities for the replacement or correction of existing facility deficiencies and actively participate in the evaluation of future facility needs.
- Objective 10: The Town shall adopt and maintain a Ten (10) Year Water Supply Facilities Work Plan (WSFWP).
- Policy 10.1: The “Ten (10) Year Water Supply Facilities Work Plan” shall be adopted as part of this INFRASTRUCTURE element of the Town of Juno Beach

Comprehensive Plan. The Town shall amend this Comprehensive Plan and 10-Year Water Supply Facilities Work Plan within eighteen (18) months of a South Florida Water Management District (SFWMD) regional water plan update when approved by their governing board.

Town of Juno Beach “Ten Year Water Supply Facilities Work Plan”

This section of the INFRASTRUCTURE element represents the “Ten (10) Year Water Supply Facilities Work Plan (WSFWP)” for the Town of Juno Beach.

As previously stated, the SFWMD adopted the Lower East Coast Regional Water Supply Plan update in November 2018. Per Section 163.3117 (c)3, Florida Statutes, municipalities and water suppliers must adopt a related WSFWP and supportive amendments to their comprehensive plans.

Municipalities and local suppliers are required to coordinate with the SFWMD in the preparation of their WSFWP in order to identify needed facilities for at least the ten (10) year planning period, confirming that: (1) adequate water supply is available, considering the regional water supply plan; and, (2) infrastructure plans necessary to serve projected need have been prepared.

Specifically, WSFWP comprehensive plan amendments must:

- Demonstrate that the local government has coordinated with the appropriate water management district’s regional water supply plan, as well as all water suppliers.
- Ensure that the local government’s future land use plan is based upon the availability of adequate water supplies, public facilities, and services.
- ~~Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government issues a certificate of occupancy, and consult with the applicable water supplier prior to approving a building permit to determine whether adequate water supplies will be available to serve new development by the anticipated issuance date of the certificate of occupancy.~~
- The Town shall ensure that adequate potable water supplies and facilities are available to meet the needs of existing residents and approved development, and that no new development or redevelopment is permitted unless sufficient capacity exists or will be provided concurrent with the impacts of that development, consistent with Section 163.3180, Florida Statutes.
- Revise the five-year schedule of capital improvements to include any water supply, reuse and conservation projects and programs to be implemented during the five-year period.

- Revise the Conservation Element to assess projected water needs and sources for at least a ten-year planning period, considering the appropriate regional water supply plan.
- To maintain internal consistency, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the regional water supply plan and regional water supply authorities.
- Clearly define responsibilities for planning, financing, construction and/or operation of the water supply facilities by all entities providing service within its jurisdiction, regardless of ownership responsibility for the individual facilities, including: (1) water supply source, service areas, existing demands and future projects, (2) treatment types and losses, (3) distribution facilities, and (4) bulk sales agreements.

The Town of Juno Beach does not own, operate or maintain potable water distribution system lines within the Town. Water treatment is provided by Seacoast Utility Authority and Jupiter Water Utilities Department. These service areas are outlined in the map/FIGURE 5.1. There are no Town-owned public water wellfields, or treatment and/or storage facilities located within the Town of Juno Beach municipal boundaries. Therefore, there are no “cones of influence” from public water wellfields that must be considered by the Town in the distribution and types of land use applied in Juno Beach. The Town recognizes that groundwater and surface waters are hydrologically connected. The Town shall require that development, redevelopment and infrastructure improvements incorporate measures to prevent, reduce or mitigate pollutant discharges to groundwater and protect groundwater quality.

Aquifer recharge provisions:

As part of the site plan review and land development processes, the Town requires developers to coordinate with the Town’s water suppliers’ potable water systems being proposed for new developments and provide written confirmation to the Town as part of its technical and site plan review. This is required to provide concurrency and assurance that minimum level of service for potable water is maintained.

All of Juno Beach’s population is currently served by Seacoast Utility Authority’s and the Town of Jupiter Water Utilities Department’s central potable water distribution systems. The entire Town of Juno Beach lies within the Seacoast Utility Authority and Town of Jupiter Water Utilities Department service areas as shown in the map FIGURE 5.1.

The following regional issues were identified in the 2018–2024 SFWMD Lower East Coast Regional Water Supply ~~Facilities Work Plan Update~~ are consistent with those in previous plan updates and continue to influence water supply planning efforts in the LEC Planning Area: ~~4) Fresh water and groundwater are limited; and future withdrawals could have impacts on the regional wetlands, existing legal issues and salt water intrusion. As a result, additional alternative water supplies need to be developed; 2) Surface water allocations from Lake Okeechobee and the Water Conservations Areas are limited in accordance with the Lake Okeechobee Restricted~~

~~Allocation Area (RAA) criteria; 3) Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee; 4) Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law; and, 5) Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.~~ 1) Increased withdrawals from the SAS are limited by the Biscayne Aquifer minimum flow and minimum water level (MFL). LEC Regional Water Availability criteria potential impacts on the regional system wetland pollution and existing legal users as well as the potential for saltwater intrusion of upcoming of relict seawater in the western portion of the planning area; 2) Available water supplies for allocation in eastern Hendry County from the Lower Tamiami Aquifer are constrained by the presence of isolated wetlands and the Lower West Coast Aquifers MFL which is discussed in detail in the '2022 Lower West Coast Water Supply Plan Update (SFWMD 2022a); 3) Specific surface water volumes in eastern Hendry County are identified for the Seminole Tribe of Florida Big Cypress Reservation in addition to a secondary irrigation supply from Lake Okeechobee; 4) Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource; 5) The C-51 Reservoir Phase 1 is envisioned to deliver 35 mgd of stored surface water to several PS utility wellfields to offset increased SAS withdrawals in Broward and Miami-Dade counties; 6) Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources in the LEC Planning Area; and 7) The new Lake Okeechobee System Operating Manual associated with completion of the Herbert Hoover Dike repairs will have effects on water supply and the Lake Okeechobee MFL. These issues are primarily relevant to the Seacoast Utilities and Town of Jupiter Water Utilities as the Town's water suppliers;. However, various conservation techniques are implemented by Juno Beach through

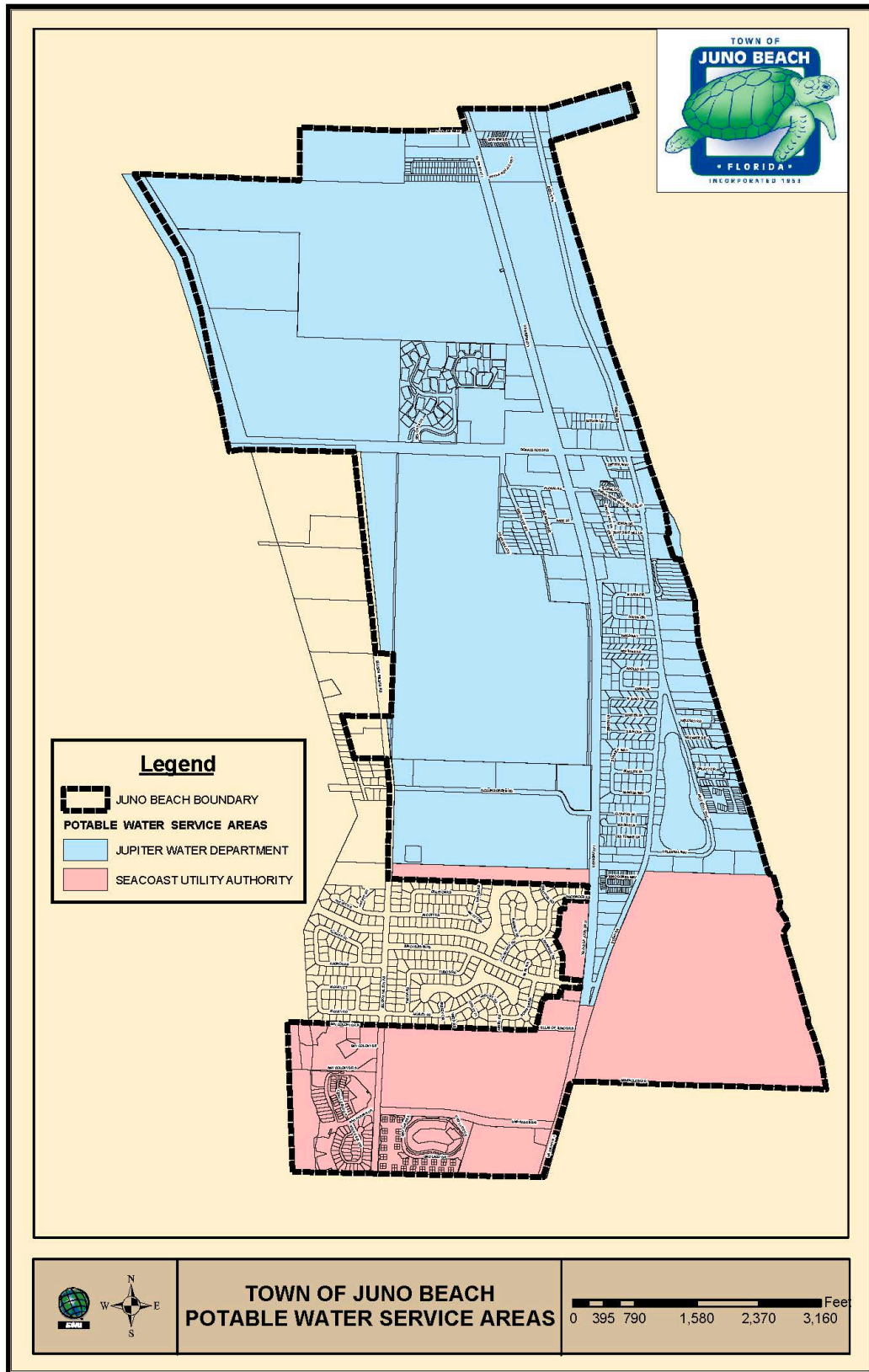


Figure 5.1

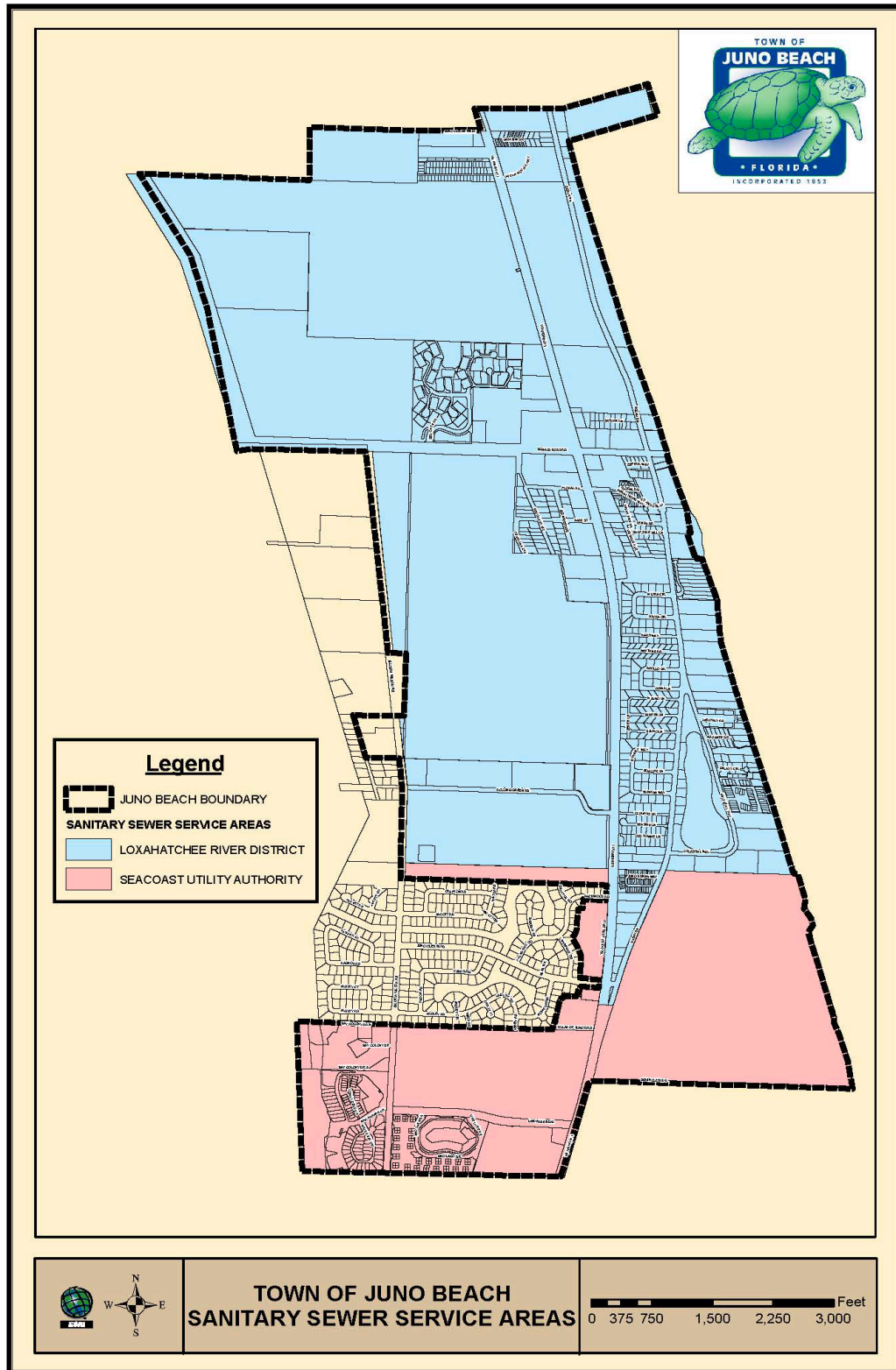


Figure 5.2

Water Supply Demand Projections

The Town's potable water LOS is consistent with those established by Seacoast Utility Authority and the Town of Jupiter Water Department. Specifically, those LOS standards are identified below:

Town of Jupiter Water Utilities Department

The Town of Jupiter has established minimum commitments of water supply for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

- 153 gallons per day per capita (residential)
- 100 gallons per day/1000 square feet (commercial/industrial)

Therefore, the Town of Juno Beach has adopted the same level of service for potable water for that area within its corporate limits being served by the Town of Jupiter.

The population being provided potable water service in Juno Beach represents a small percentage of the Town of Jupiter service area population receiving potable water service. In 2020, Juno Beach's population represented only 4.3% of that total, and the percentage is only projected to ~~increase~~ decrease minimally to 4.1% ~~4.35%~~ in year 2035 ~~2035~~ (10-year planning period) and only to 4.4% ~~4.2%~~ through 2045 ~~2045~~. The population projections are shown below as as determined by Palm Beach County population projections for the Town of Juno Beach and the Total Jupiter service area projections provided by the Town of Jupiter in March 2026. extracted from Table 3-3 in the "Town of Jupiter 10-Year Water Supply Facilities Work Plan, 2019 Update."

Population and Potable Water Demand Projections

	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2040</u>
Juno Beach	3465	3536	3653	3913
(portion)	(4.3% of Total)	(4.3% of Total)	(4.35% of Total)	(4.4% of Total)
Total (Jupiter Service Area)	79,974	81,848	83,953	89,090
	<u>2020</u>	<u>2035</u>	<u>2045</u>	<u>2050</u>
(10-year planning period) (20-year planning period)				
Juno Beach	3,858	4,068	4,182	4,255
(portion)	(4.8% of Total)	(4.1% of Total)		(4.1% of Total)
(4.2% of Total)				
Total (Jupiter Service Area)	79,974	99,520	100,814	
100,814				

It is stated in the “Town of Jupiter 10-Year Water Supply Facilities Work Plan, 2019 Update” that water demand projections for the Town of Jupiter service area through 2040 are based on respective population forecasts and assume that the average gross per capita water demand from 2016 to 2018 remains stable through 2040. The Update also illustrates that the annual average raw water demand does not exceed the annual average day combined raw water allocation of 29.84 MGD through the year 2040. It also illustrates that the design treatment capacity of 30.0 MGD is sufficient through 2040 to meet the daily demand with all treatment units in service. Therefore, by virtue of being calculated as part of the overall Town of Jupiter Water Utilities potable water supply service demands, the Town of Juno Beach potable water supply demands portion of the total Jupiter area demand is being met today, and will continue be met during the 10-year planning period ~~and beyond~~. When planning for the 20-year planning period, staff is relying on the most recent projections from the Town of Jupiter to extrapolate significant changes in demand. At this time, staff does not anticipate any significant change in the Town of Juno Beach demands on the service area that Town of Jupiter provides (an increase from 4.1% to 4.2% between 2045 to 2050) in the service area population that would change the service demand outlook for the Town of Juno Beach.

Seacoast Utility Authority

Presently, raw water is taken from four surficial aquifer wellfields pursuant to an existing SFWMD water use permit that expires in 2032. The permit allocates 240 gallons per capita day (GPCD) raw water sufficiently to yield Seacoast’s 189 gpcd finished water level of service (LOS).

Therefore, the Town of Juno Beach has adopted the same potable water LOS for that portion of Juno Beach served by Seacoast Utility.

Information provided by Seacoast Utility indicates that of their total potable water provided and consumed within their service area, Juno Beach properties only consume approximately 2% of the demand. Existing treatment and pumping capacity for the entire Seacoast service area exceeds current build-out demand projections. Therefore, the Juno Beach portion of the demand is being met today and will continue to be met during the 10-year planning period and beyond.

Based on the information provided above, both the adopted Town of Jupiter Water Utilities 10-year Water Facilities Supply Plan and the Seacoast Utility Authority approved Consumptive Use Permit and information provided to the Town, concludes that there are adequate capacities to serve the projected Juno Beach population demand for at least the required 10-year period of this Plan. Neither the Town of Jupiter Water Utilities Department or Seacoast Utility Authority have any planned capital improvements within the corporate limits of the Town of Juno Beach in their 5-year schedules of improvements.

Water Supply Source and Project Identification

As previously identified, central potable water supply is provided to the Town of Juno Beach by both Seacoast Utility Authority and Jupiter Water Department.

Seacoast Utility Authority currently operates two fully interconnected lime softening water treatment facilities with a total treatment capacity of 30.5 million gallons per day (MGD). In 2014, Seacoast completed a \$75 million replacement, lime softening capacity with a single centralized 30.5 MGD membrane treatment plant. The facility includes 26.0 MGD of nanofiltration capacity to treat surficial aquifer water sources; 3.5 MGD of low pressure reverse osmosis capacity to treat the more brackish Floridan aquifer water, and 1.0 MGD of surficial aquifer bypass water.

Jupiter Water Utilities Department operates a water system that is fully comprised of membrane water treatment technologies. The treatment system utilizes both Surficial Aquifer (fresh ground water) and Floridan Aquifer (brackish ground water) as its raw water supply. The Surficial Aquifer supply is treated through nanofiltration, while the brackish Floridan Aquifer is processed through reverse osmosis. Each plant is capable of producing one half of the system's 30 MGD rated capacity. There is one plant located within the Town of Juno Beach.

OBJECTIVE 11: The Town shall protect and enhance groundwater resources and aquifer recharge functions to support long-term potable water supply and water quality. (modeled after Palm Beach's comp plan aquifer recharge language)

Policy 11.1 The Town shall protect areas that contribute to groundwater recharge and shall promote land development practices that maintain or enhance natural infiltration and reduce stormwater runoff.

Policy 11.2 The Town shall encourage and, where feasible, require the use of low impact development techniques, including pervious surfaces, bioswales, rain gardens, and retention systems designed to promote infiltration and groundwater recharge.

Policy 11.3 The Town shall protect groundwater quality by requiring best management practices for stormwater, wastewater, and land development activities to prevent, reduce, or mitigate pollutant discharges that may affect aquifers and connected surface waters.

Policy 11.4 The Town shall consider groundwater conditions, aquifer recharge, and potential impacts of development on groundwater resources when evaluating water supply availability and long-term sustainability.

Policy 11.5 The Town shall consider the effects of sea level rise, saltwater intrusion, and elevated groundwater levels on aquifer recharge and potable water supply planning and shall coordinate with regional agencies to address these conditions.

Comprehensive Plan Element Updates

Potable water supply, urban water conservation and reuse are all stressed as important issues of the SFWMD Lower East Coast Water Supply Plan and individual Water Supply Facilities Plans. The following OBJECTIVES and Policies are either contained in, or proposed for inclusion in,

this Comprehensive Plan. They are pertinent to, and directly relate to, the water supply, conservation and reuse issues. They are identified by the Comprehensive Plan element herein.

FUTURE LAND USE

Policy 4.2: The Town shall require coordination with the Town of Jupiter Water Utilities Department or Seacoast Utility Authority, as appropriate, for all proposed land use change applications to ensure that adequate potable water supplies and facility capacity are available. The Town shall ensure that the potable water needs of existing residents and previously approved development are met and shall not approve land use changes that would adversely affect the level of service provided to existing residents.

Policy 4.3: The Town shall require the Town of Jupiter Water Utilities Department or Seacoast Utility Authority, as appropriate, to participate in the site plan review and land development process to verify that adequate potable water supply and facility capacity exists concurrent with the impacts of the proposed development. The Town shall not approve development unless the applicant demonstrates that sufficient capacity is available and that service to existing residents will not be reduced, impaired, or otherwise adversely affected.

Policy 4.4 The Town shall use this coordinated framework to ensure that development decisions, water conservation measures, and infrastructure planning are aligned with long-term water supply availability, climate conditions, and regional resource constraints.

INFRASTRUCTURE

*See new and revised Objectives and Policies listed above in this Infrastructure Element.

CONSERVATION

OBJECTIVE 2: To protect and conserve potable water supplies, and to ensure that potable water resources are managed in a manner that prioritizes existing residents, protects long-term water supply, and supports sustainable use.

Policy 2.2: Continue to cooperate with the South Florida Water Management District in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies, by supporting the District's Water Shortage Plan, with priority given to maintaining reliable potable water service for existing residents.

Policy 2.4: The Town shall participate in and support the formulation and implementation of potable water conservation programs developed by the Town of Jupiter Water Utilities Department and Seacoast Utility Authority as part of their respective Water Supply Plan and Consumptive Use Permits, and shall promote conservation measures that reduce demand on potable water supplies and protect capacity for existing residents.

Policy 2.5: The Town shall Cooperate with the Town of Jupiter Water Department and Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent

that they are applicable to Juno Beach, in order to reduce reliance on potable water supplies and preserve capacity for existing residents and essential uses.

INTERGOVERNMENTAL COORDINATION

OBJECTIVE 1: Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board and current municipal service providers, while ensuring that adequate potable water supply is available to meet existing and committed demand prior to approval of new development.

Policy 1.12: Require all applicants for development approval to procure written confirmation from the applicable water supplier, of availability of potable water service, prior to the issuance of a building permit, including certification that sufficient capacity exists to serve the proposed development concurrent with its impacts and that service to existing residents will not be reduced or impaired.

Policy 1.13: At the time of each required Evaluation and Appraisal Report (EAR), confirm the availability of potable water service consistent with the SFWMD Water Supply Plan and the Town of Jupiter Water Utilities, and Seacoast Utility Authority’s respective Water Supply Facilities Plans, and evaluate whether existing and projected demands can be met without reducing the adopted level of service for existing residents.

Policy 1.14: The Town shall ~~request~~ require and coordinate with the Town of Jupiter Water Utilities and Seacoast Utility Authority either through interlocal agreement, Ordinance, or other effective means to provide assurances that there will be adequate potable water supply allocations available to meet ~~future projected growth and development in Juno Beach, either through interlocal agreement, Ordinance, or other effective means.~~ existing and committed demand and any approved development, and shall not approve new development that would exceed available capacity or adversely affect existing residents.

Policy 1.15: Require coordination of the Town of Juno Beach “10-Year Water Supply Facilities Work Plan” with the Town of Jupiter Water Supply Facilities Plan, Seacoast Utility Authority’s plans and the South Florida Water Management District’s Lower East Coast Regional Water Supply Plan and future updates to these Plans

CAPITAL IMPROVEMENTS

The purpose of the Capital Improvement Element and the five-year Schedule of Improvements is to identify the capital improvements necessary to implement the Comprehensive Plan and ensure that adopted LOS standards are achieved and maintained for concurrency-related facilities. If LOS standards cannot be met, the local government must deny applications for development orders and permits until the deficiency is addressed. The Schedule of Improvements must address deficiencies. ~~As previously revealed, there are no capital improvements within the Town of Juno Beach to the potable water distribution systems planned by water suppliers, identified within their 5-year planning period; therefore, none appear in the Town’s CIE Schedule of Improvements.~~ If deficiencies in potable water supply or facility capacity are identified, the

Town shall coordinate with applicable water suppliers to ensure that such deficiencies are addressed through planned improvements or other measures prior to the approval of additional development.

Amendments to the Infrastructure Element Town of the Town Juno Beach Comprehensive Development Plan

**To: Town Council, Kathleen Gunn Interim Town Manager, Gemma Torcivia Town
Attorney, and Staff**

From: Diana Davis, Vice Mayor

RE: Amendments to the Infrastructure Element of our Comprehensive Plan

Enclosed are supplemental revisions to the Infrastructure Element of the Town of Juno Beach Comprehensive Plan for your consideration. The proposals are a result of a review of the Village of Tequesta's Infrastructure Element and the Town of Palm Beach's Infrastructure Element to find areas where their language better captured the goals, objectives and policy better than our existing plan for developing these proposed edits. While Town Council may decide to table these amendments at this time in order to prioritize these actions within our Strategic Planning process, it seemed important to use this opportunity to demonstrate areas where our existing Comprehensive Plan Utility section could be significantly improved in order to drive our Land Development Codes and to direct future development in the direction a majority of our residents desire.

Procedurally: The Town Council, as the policy making entity in our municipal government, should be involved in any changes to our Comprehensive Plan. The public should also have meaningful opportunity to provide input. While we could adopt the minor amendment proposed here, it seems like a missed opportunity to develop meaningful amendments that are consistent across the various sections of the plan. Our Comprehensive Plan is similar to the Town's Constitution, as it is the source of our policy, ordinances and any land development decisions. Any amendments should comprehensively consider best practices of surrounding municipalities. Amending the comprehensive plan is a complicated process involving several commenting entities and regional agencies, culminating in final approval by the State. Although the proposed changes to population figures and water use may be largely administrative, the consultant review required a significant expense.

Substantively: The proposed supplemental revisions provided herein are designed to clarify and strengthen our existing framework in several focused areas:

1. Concurrency and Protection of Existing Residents

The revisions emphasize that infrastructure planning and potable water supply decisions must prioritize existing residents and previously approved development. The changes reinforce that new development should only be approved where adequate capacity exists and where service to existing residents will not be diminished, consistent with statutory

concurrency requirements. This is largely a clarification and strengthening of intent already embedded in the Plan.

2. Incorporation of Vulnerability Assessment Findings

The edits introduce language to ensure that the Town's vulnerability assessment findings are actively integrated into infrastructure planning. This includes consideration of sea level rise, groundwater elevation, storm intensity, and long-term system resilience when evaluating stormwater, potable water, and related infrastructure decisions.

3. Water Conservation Enhancements

The existing conservation policies are supplemented to move from general encouragement toward more practical implementation measures. These additions highlight efficient irrigation practices, low-flow fixtures, and coordination with regional conservation programs, with the goal of preserving potable water capacity for existing residents.

4. Aquifer Recharge and Groundwater Protection

New language is added to recognize the connection between groundwater and surface waters and to support practices that protect groundwater quality and promote recharge. This includes encouraging low impact development techniques and infiltration-based stormwater design to support long-term water supply sustainability.

5. Recycling and Materials Management

The revisions strengthen the Town's recycling provisions by expanding beyond basic statutory alignment to include broader waste reduction, recycling performance, and environmental protection considerations, particularly as they relate to stormwater quality and coastal resources.

Thank you for your review and consideration of this important policy document for our Town.

Town of Juno Beach Memorandum – Please review as a proposed solution moving forward to reduce the likelihood of “surprise” neighboring elevations, such as the 15 ft. higher elevations with The Juno Dunes Townhomes, Pulte Homes project.

To: Town Council and Town Staff

From: Vice Mayor Pro Tem Diana Davis

Date: November 12, 2025

Subject: Proposal to Incorporate 3-D GIS Scene View into Building Application Reviews

Purpose

The purpose of this proposal is to enhance the Town’s ability to evaluate new development applications by integrating 3-D GIS “Scene View” visualization into the Planning and Zoning review process. This addition will allow the Planning & Zoning Board, Town Council, and the public to clearly understand the **mass, bulk, and scale** of proposed structures **within the actual context of their neighborhoods**—a dimension not achievable through traditional flat renderings.

Background and Current Limitation - At present, applicants provide only two-dimensional renderings or isolated architectural perspectives. These visuals do not accurately convey how a proposed project will appear in relation to surrounding structures. For example, the Caretta project has been criticized as out of scale over-development inconsistent with Juno Beach’s small-town character.

Available Technology - The Town’s Planning and Zoning Department already utilizes **Esri’s ArcGIS Pro**, a leading software platform widely regarded as the **industry standard** for geospatial analysis and urban planning. Importantly, ArcGIS Pro includes a built-in **3-D Scene View** capability as part of its standard package—no additional module or licensing purchase is required.

This feature functions similarly to other software “suites” such as Microsoft Office, where multiple applications (e.g., Word, Excel, PowerPoint) operate within one integrated platform. Scene View simply extends the Town’s existing GIS data into a three-dimensional environment.

Implementation Options

1. In-House Use

- Town staff can build proficiency in 3-D Scene View using Esri’s comprehensive online tutorials and training resources.

- Initial setup time is modest once the data layers are defined (building footprints, parcel elevations, etc.), and subsequent projects can be processed more quickly.
- Using this tool internally will greatly enhance staff's ability to prepare clear and comprehensible presentations for boards, Council, and the public.

2. Consultant Support / Pass-Through to Applicant

- Alternatively, the Town may engage an outside GIS consultant to prepare 3-D visualizations.
- The cost can be treated as a **pass-through fee**, charged to the applicant as part of their development review process, similar to how third-party plan reviews or engineering studies are currently handled.
- Preliminary pricing has been obtained from **Andre Castillo**, MAPDEVs, Inc., acastillo@mapdevs.com, a qualified GIS professional, confirming that this service is available and cost-efficient.

Benefits to the Town

- **Improved Decision-Making:** Provides Council and the P&Z Board with realistic, data-driven visualizations to evaluate a project's compatibility with its surroundings.
- **Transparency and Public Confidence:** Enables residents to visualize how proposed new building will look within the context of surrounding structures.
- **Efficient Use of Existing Resources:** Leverages software and data the Town already owns, minimizing additional expenditures, and/or allow for consultant work pass thru costs to applicant.
- **Modernized Review Process:** Aligns Juno Beach with best practices used by other forward-thinking municipalities.

Recommendation

It is recommended that the Town Council direct staff to **incorporate 3-D GIS Scene View visualizations** into all new building and redevelopment application reviews, either through internal preparation or through consultant services billed to applicants. This practical, technology-based enhancement will strengthen the Town's commitment to thoughtful, context-sensitive development and preserve the visual integrity that defines Juno Beach.

**A MAPDEVs
PROPOSAL**

May 15, 2026

*Estimate for GIS Consulting
Services*

Prepared for:

Diana Davis, Vice Mayor

Town of Juno Beach

dianadavisjunobeach@gmail.com



mapDevs

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Executive Summary

MAPDEVS is pleased to provide an estimate to The Town of Juno Beach (the client) for MAPDEVS Professional Services.

We will assist the Town of Juno Beach with its goal of creating basic 3D GIS renderings to support permit applications for building construction activities.

MAPDEVS proposes to develop generic 3D multipatch objects representing target structures within their immediate Area of Interest (AOI). The AOI includes the primary target structure, extending to roughly 300 ft buffer radius to capture its immediate neighboring structures on all sides. These visualizations will be drawn and rendered against a clean, topographic backdrop. This approach provides planning boards and applicants with an intuitive understanding of spatial context without the overhead of complex architectural modeling.

We are providing the following complementary sample 3D application.

Please search using a desired address.

Use the controls on the left to zoom in/out, pan, and rotate the view of the desired area.

[sample 3D web scene](#)

Solution Overview

Our solution leverages the Esri ArcGIS System to render generic, non-schematic 3D volumes (multipatches). This will assist the Town to efficiently compare a target structure against its surroundings.

Scope of Work

In-Scope Services

- Conversion of 2D building footprints into 3D multipatch features.
- Generation of static topographic backdrop environments.
- Development of a web application for model visualization.
- Production of fly-through video animations of target sites.

Work Plan

Data Gathering, Review, and Integration

- Define the AOI
- Collect and validate client-furnished 2D data layers.
- Establish coordinate system consistency where applicable.
- Identify data gaps in building height or footprint geometry.

3D Multipatch Generation & Modeling

- Extrude 2D footprints into 3D volumes using provided elevation attributes.
- Convert extruded polygons into permanent GIS multipatch feature classes.
- Use existing multipatch datasets where available
- Place generic 3D context assets (e.g., stylized low-polygon trees), where datasets are available.

Scene Composition & Web Publishing

- Configure a 3D Web Scene using a neutral, topographic basemap styling.
- Publish local multipatch layers as 3D Scene Layers.
- Optimize layer visibility thresholds for rapid web performance.

Application & Videos

- Build a web application featuring intuitive navigation tools.
- Animate a camera path and generate videos.

Alternative Scopes of Work (Out of Scope)

The following are samples of other capabilities that are excluded from the core pricing, but can be appended via a formal Change Order:

- 3D Volumetric Spatial Analysis
- Realistic 3D Objects with application of realistic textures.

Additional Technical Specifications & Sourcing (Out of Scope)

When projects require visual enhancement beyond generic blocks, external assets can also be integrated via a Change Order.

If The Town of Juno beach would like to include aerial images, sources may come from Commercial Satellites, public repositories, and Open Street Map.

When an AOI demands ultra-recent data or highly precise topographic context, consider Drone Imagery Capture.

Derived Deliverables may include high-density 3D point clouds (.las), digital surface models (DSM), and photogrammetric 3D textured meshes.

Schedule

The project schedule will be mutually agreed upon between the client and MAPDEVs following contract execution.

Pricing

The price for this proposed work has been estimated based upon an anticipated award of a task order, subject to the terms and conditions of the MAPDEVs Master Agreement for Services (hereinafter referred to as “Master Agreement”), which is attached and incorporated in Appendix C.

The required staff and computed expenses for this statement of work have been estimated based on prior experience with work of a similar nature.

Billing Milestone Schedule

Invoices will be issued upon completion of major project milestones:

Milestones	Billing %	Price (USD)
Project Kickoff	10	\$800
Data Gathering, Review, and Integration	25	\$2000
3D Multipatch Generation & Modeling	25	\$2000
Scene Composition & Web Publishing	10	\$800
Application & Videos	20	\$1600
Final Client Acceptance, Handover, and delivery support	10	\$800
Optional additional support	TBD	\$235/hr
Total Price		\$8000

The proposed price is exclusive of applicable state and local taxes for which the client shall remain responsible. This proposal is valid for 30 days from the proposal date above.

Late payment policy

Timely payment is essential for the smooth progression of a project. The following policies apply to late payments:

Grace Period: A grace period of 7 calendar days will be extended beyond the invoice due date.

Late Fee: Payments received after the grace period will be subject to a late fee of 5% per month on the outstanding balance. This fee will be calculated from the original due date.

Legal Compliance: The late fee charged complies with all applicable state and federal regulations concerning late payments.

Suspension of Services: Services may be suspended for payments overdue by 30 days or more.

Collections: Payments remaining overdue for 60 days or more may be referred to a collection agency,

incurring additional fees.

Communication: It is understood that unexpected circumstances can occur. If there is difficulty meeting a payment deadline, contact should be made immediately to discuss potential alternative arrangements.

Invoicing: Late payment fees will be included in the subsequent invoice or issued as a separate late payment invoice.

Purchasing

Please return the Master Agreement (in Appendix C), executed by an authorized member of the client. Upon receipt, a MAPDEVS Contracts Administrator will then be engaged to work with the client purchasing group to obtain the necessary signatures, and then draft a new Task Order under the fully executed Master Agreement.

When MAPDEVS receives the applicable Task Order executed by an authorized representative of the client, MAPDEVS will contact you to discuss work schedules. We look forward to supporting you.

Contact

Andres Castillo

acastillo@mapdevs.com

<https://mapdevs.com/>

561-632-2082

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

General Client Responsibilities

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with MAPDEVs. The team leads will possess the appropriate knowledge of the client operations and technical requirements. The client project manager will be the main technical point of contact for MAPDEVs' project manager.
- Coordinate and ensure the participation of the client staff in all project-related activities. Activities include, but are not limited to:
 - Meetings.
 - Webcasts.
 - Installation.
 - Training.
 - Testing.
- Provide MAPDEVs with access to the following items during the project, as needed:
 - Background materials.
 - Workflow documents.
 - Data.
 - Meeting facilities.
 - Hardware and software environments (directly, or via VPN).
- Review and provide MAPDEVs with written acceptance to all project Deliverables according to the review and acceptance process outlined in Section A.3 of this Appendix.
- Procure and/or license all necessary hardware, data, subscriptions, COTS Software, and third-party software prior to commencement of the project. A license to any needed software is required and not included in the proposed fees.
- Install and configure the client-provided hardware and software environments according to specifications provided by MAPDEVs.

- Provide access to and facilitate interactions between MAPDEVs and any of the client customers and/or stakeholders.

Additional Client Responsibilities

- Provide or authorize access to municipal GIS parcel layers to accurately map neighbor boundaries.
- Provide any available 2D building footprints in Esri compatible format.
- Provide dimensional attributes for each footprint, including:
 - Building height
 - Number of stories
- Secure all necessary internal permissions for web-publishing target site locations.

General Assumptions

- Unless otherwise stated in the Scope of Work, work will be performed remotely from an MAPDEVs office.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal MAPDEVs business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding business holidays.
- References to days in the Scope of Work refer to consecutive business days.
- MAPDEVs will be provided with system administration rights and/or access to the client resources with system administrative rights for the client environments, as required.
- The client end users are already knowledgeable in the use of the software, or will complete the training classes recommended by MAPDEVs, if included in this proposal.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon MAPDEVs receiving written acceptance for those preceding Deliverables.

Hardware / Software

Client will procure and/or license all necessary hardware, data, subscriptions, COTS Software, and third-party software prior to commencement of the project. A license to any needed software is required and not included in the proposed fees.

Minimum two ArcGIS Pro Professional plus licenses are typically required, connected to the client's ArcGIS Online subscription and/or ArcGIS Enterprise deployment (if applicable).

MAPDEVS staff can assist the client in managing the Esri license customer account, work with Esri representatives to ensure the correct license is obtained, and assist in license configuration and setup as part of the consulting support.

- All work will be performed on the latest version of software products, unless otherwise specified in the Scope of Work.
- Documentation for COTS is available online, and is not included in any project-specific documentation; nor is documentation for third-party software or Hardware.

Data

- Unless otherwise specified in this proposal, MAPDEVS will not be responsible for cleaning data.
- Existing errors in the source data will not be corrected by MAPDEVS as part of any data upload.

Testing

- Bugs found in COTS software will be handled by the client under the terms of its software licenses.
- Unless otherwise specified, the client is responsible for acquiring and setting up all hardware and third-party software related to setting up the client test, staging and production environments prior to the commencement of deployment activities.
- Mobile optimizations (smartphones and tablets) are excluded from the standard quality assurance loop.

Deliverable Review and Acceptance

Timely review and acceptance of Deliverables will be critical to maintaining the project schedule.

The Client will have 5 business days to review completed deliverables.

Comments and requested revisions must be consolidated into a single written document.

If no feedback is received within 5 business days, deliverables are automatically deemed accepted.

Up to two (2) rounds of minor adjustments are factored into the proposed pricing.

The Scope of Work assumes the acceptance process and review cycles for each Deliverable type and the client is responsible for providing MAPDEVS with written acceptance for each Deliverable

specified in the Scope of Work in accordance with this matrix.

MAPDEVs can provide a sample acceptance letter for review at the beginning of the project.

Legal Disclaimer

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