

# TOWN COUNCIL REGULAR MEETING AGENDA

October 25, 2023 at 5:30 PM Council Chambers – 340 Ocean Drive and YouTube

**NOTICE:** If any person decides to appeal any decision of the Town Council at this meeting, he or she will need a record of the proceedings and for that purpose, he or she may need to ensure that a verbatim record of the proceedings is made, such record includes the testimony and evidence upon which the appeal is to be based. The Town does not prepare or provide such record. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact Caitlin E. Copeland-Rodriguez, Town Clerk, at least 48 hours in advance to request such accommodations.* 

The meeting will be broadcast live on The Town of Juno Beach YouTube page and can be viewed any time at: https://www.youtube.com/@townofjunobeach477/streams

HOW CITIZENS MAY BE HEARD: Members of the public wishing to comment publicly on any matter, including items on the agenda may do so by: Submitting their comments through the Public Comments Webform at: <a href="https://www.juno-beach.fl.us/towncouncil/webform/public-comments#">https://www.juno-beach.fl.us/towncouncil/webform/public-comments#</a> blank (all comments must be submitted by Noon on day of Meeting). Please be advised that all email addresses and submitted comments are public record pursuant to Chapter 119, Florida Statutes (Florida Public Records Law). The Town Clerk or designee will read public comments into the record at the appropriate time for no more than three (3) minutes; or make their comment in-person; or participate from a remote location using Zoom — please contact the Town Clerk at <a href="mailto:coopeland@juno-beach.fl.us">coopeland@juno-beach.fl.us</a> by Noon on the day of the meeting to receive the Meeting ID and Access Code. (Please note that all members participating via Zoom must login at least 15 minutes prior to the meeting and will be muted upon entry until Public Comments is called).

\*Please note that the Zoom meeting will lock for public comments at 5:30pm and no other entries will be permitted.

All matters listed under Consent Agenda, are considered to be routine by the Town Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

#### **CALL TO ORDER**

#### PLEDGE ALLEGIANCE TO THE FLAG

#### ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

#### **PRESENTATIONS**

# COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF 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. Comments needing a reply will be referred to Staff for research; a report will be forwarded to the Town Council; and citizens will be contacted.

#### **CONSENT AGENDA**

- 1. Town Council Meeting Minutes for September 27, 2023
- 2. Proclamation Veterans Day
- 3. Special Event Request 2023 Holiday Boat Parade
- 4. Special Event Request North Pole Christmas Tree Event
- 5. Special Event Request Holy Spirit Lutheran Christmas Eve Service on the Pier
- 6. Resolution No. 2023-19 Participation Agreement with Palm Beach County for Publication of Legal Notices on County Designated Publicly Accessible Website
- 7. Asset Disposals
- **8.** Monthly Balance Sheets

#### COUNCIL ACTION/DISCUSSION ITEMS

- 9. Consider Code Enforcement Fine/Lien Reduction
- **10.** Kagan Park Playground Vendor Selection
- 11. Special Event Request Community Cookout Trick or Treat Trail
- 12. First Reading -- Ordinance No. 772 creating Audit Oversight Committee
- 13. Charter Amendment Ordinances First Reading (Ordinance No. 773-777)
- **14.** Discussion Council Compensation
- 15. Discussion on Annexation
- 16. Board/Committee Application
- 17. Discussion on Donations for Veterans Organization
- 18. Setting A Workshop Date for Mars Way Traffic Options and Paid Parking Discussion

#### COMMENTS FROM THE COUNCIL

#### **ADJOURNMENT**



# TOWN COUNCIL REGULAR MEETING MINUTES

September 27, 2023 at 5:30 PM

Council Chambers - 340 Ocean Drive and YouTube

PRESENT: ALEXANDER COOKE, MAYOR

PEGGY WHEELER, VICE MAYOR

MARIANNE HOSTA, VICE MAYOR PRO TEM ELAINE K. COTRONAKIS, COUNCILMEMBER

DD HALPERN, COUNCILMEMBER

ALSO PRESENT: DAVID DYESS, TOWN MANAGER

LEONARD RUBIN, TOWN ATTORNEY

CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK FRANK DAVILA, DIRECTOR OF PLANNING & ZONING MATTHEW PAZANSKI, ASSISTANT FINANCE DIRECTOR

**AUDIENCE: 36** 

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

#### ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave unanimous consensus to move Consent Agenda Item #5 to Item 10A; and only have a brief discussion on Item #16 with no motions; add a Discussion on Annexation before Item #16; and to postpone Item #17 to the November agenda.

#### **PRESENTATIONS**

- 1. Recognizing Palm Beach State College's 90th Anniversary
- 2. Palm Beach County Fire Rescue

# COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF 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. Comments needing a reply will be referred to Staff for research; a report will be forwarded to the Town Council; and citizens will be contacted.

Public Comments Opened at 6:01pm.

Public Comments Closed at 6:29pm.

#### **CONSENT AGENDA**

- 3. Town Council Meeting Minutes for September 13, 2023
- 4. Proclamation Florida City Government Week 2023
- 5. Request for Funding Approval for the 2023 Christmas by the Lake and Hanukkah Celebration Events
- 6. Engineering Services During Construction for Universe Blvd Drainage Project
- 7. Surveying and Engineering Fees for Celestial Way Drainage Project
- 8. Major Paul Fertig Retirement

*MOTION:* Wheeler/Cotronakis made a motion to approve the Consent Agenda as amended. *ACTION:* The motion passed unanimously.

#### **COUNCIL ACTION/DISCUSSION ITEMS -** *Public Hearing was Opened for each item below.*

9. Resolution #2023-15 Adopting the 2023-2024 Millage Rate and

Resolution #2023-16 Adopting the 2023-2024 General Fund Budget

**ANNOUNCEMENT:** The millage rate of 1.8195 mills is 11.95% above the rolled-back rate of 1.6253 mills.

*MOTION:* Cotronakis/Halpern made a motion to adopt Resolution No. 2023-15 for the 2023-2024 Fiscal Year Millage Rate of 1.8195 mills.

**ACTION:** The motion passed unanimously.

**MOTION:** Wheeler/Cotronakis made a motion to adopt Resolution No. 2023-16 for the 2023-2024 General Fund Budget

**ACTION:** The motion passed unanimously.

10. Second Reading - Ordinance No. 771 – 2022-2023 Budget Amendments

**MOTION:** Cotronakis/Halpern made a motion to approve Ordinance No. 771 on second and final reading.

**ACTION:** The motion passed unanimously.

10A. Request for Funding Approval for the 2023 Christmas by the Lake and Hanukkah Celebration Events

**MOTION:** Halpern/Hosta made a motion to approve the Town paying the entirety of the Hanukkah Celebration event at a cost not to exceed of \$2,000; and for the Town to pay for the entirety of the Christmas by the Lake event in an amount not to exceed of \$3,000.

**ACTION:** The motion passed unanimously.

11. Resolution No. 2023-18 (Acceptance of Proposal of Mauldin & Jenkins, LLC to serve as Town Auditor)

**MOTION:** Halpern/Hosta made a motion to approve Resolution No. 2023-18 accepting the proposal from Mauldin & Jenkins, LLC to serve as the Town Auditor and authorize the Town Manager to execute an agreement with Mauldin & Jenkins, LLC, subject to legal sufficiency review by the Town Attorney.

**ACTION:** The motion passed unanimously.

12. Ordinance # 769 – Amending Chapter 7 Floodplain Regulations (2<sup>nd</sup> Reading)

**MOTION:** Wheeler/Halpern made a motion to approve Ordinance No. 769 on second and final reading.

**ACTION:** The motion passed unanimously.

13. Ordinance No. 770 – Repeal of Ordinance No. 568 (2<sup>nd</sup> Reading)

**MOTION:** Halpern/Hosta made a motion to approve Ordinance No. 770 on second and final reading.

**ACTION:** The motion passed unanimously.

14. Resolution 2023-17 Personnel Policy Modifications

MOTION: Wheeler/Cotronakis made a motion to approve Resolution No. 2023-17.

**ACTION:** The motion passed unanimously.

15. 2023 Proposed Council/Employee Holiday Party

**MOTION:** Wheeler/Cotronakis made a motion to approve an appreciation holiday party for Town Council and staff at Eastpointe Country Club, on Thursday, December 14, 2023, from 6PM-9PM, at a cost not to exceed \$6,000; and authorize the Town Manager to execute the contract.

**ACTION:** The motion passed unanimously.

#### 15A. Discussion on Annexation

**MOTION:** Halpern/Hosta made a motion to have the Town Manager approach areas within the Town's Annexation Map to discuss the possibility of annexing into the Town.

**ACTION:** The motion passed unanimously.

16. Discussion - Kagan Park Playground

**MOTION:** Cotronakis/Wheeler made a motion to approve a vendor.

**ACTION:** The motion failed 3-2 with Vice Mayor Wheeler and Councilmember Cotronakis in favor.

- 17. FPL Street Light Discussion-Turtle Friendly Light Options
- 18. Draft Ordinance creating Audit Oversight Committee

Mayor Cooke, Vice Mayor Wheeler, Vice Mayor Pro Tem Hosta and Councilmember Halpern gave consensus to proceed with an Ordinance to create an Audit Oversight Committee to be placed on first reading on the next agenda.

- 19. Appropriations for Undergrounding FPL Transmission Lines *No Action*
- 20. Discussion Parks and Recreation Committee No Action
- 21. Discussion Slope Review for JB0 and Mobi-Mats

**MOTION:** Halpern made a motion to purchase a mobi-mat for JB0 from contingency.

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

Item	<b>#1</b>
пен	#1.

# **COMMENTS FROM THE COUNCIL**

**MOTION:** Halpern/Hosta made a motion to relocate the Veteran's Monument to the Town's Courtyard.

ACTION: The motion passed 4-1 with Vice Mayor Wheeler opposed.

Council gave unanimous consensus to direct staff to prepare projections for the Town's budget.

ADJOURNMENT	
Mayor Cooke adjourned the meeting at 9:55pm.	
Alexander Cooke, Mayor	Caitlin E. Copeland-Rodriguez, Town Clerk



Meeting Name: Town Council Meeting

Meeting Date: October 25, 2023

Prepared By: C. Copeland-Rodriguez, MMC

**Item Title:** Proclamation – Veterans Day

#### **DISCUSSION:**

The Town of Juno Beach reflects upon the enormous contributions made to our country and community by our Veterans, we also pay tribute to those who are currently serving in our Armed Forces at home and abroad and who remain committed to sustaining this legacy of unyielding patriotism.

#### **RECOMMENDATION:**

Consider a motion to approve the Proclamation for Veterans Day.



# PROCLAMATION Town of Juno Beach of Palm Beach County, Florida VETERANS DAY

WHEREAS, Florida is proud to be home to over 1.5 million Veterans; and,

WHEREAS, throughout the history of our nation, brave Floridians stepped forward to serve our country, defend our freedoms, and preserve the liberties that enrich both this nation and our community; and,

**WHEREAS**, Floridians live in freedom today because of the contributions and sacrifices made by those who served and by their family members; and,

WHEREAS, veterans and their family members are an essential part of Florida's workforce including businesses, government agencies, and non-profit organizations that benefit immensely from their education and training, leadership skills, and dedication to mission completion; and,

WHEREAS, veterans and their families are integral members of diverse communities, contributing their experiences, skills, and time to civic service and causes that make not only our state but our community the best place to live, work, and raise a family; and,

**WHEREAS**, on this Veterans Day, Floridians remember that we are forever indebted to those who stepped forward to defend the blessing of liberty; and,

WHEREAS, as we reflect upon the enormous contributions made to our country and community by our Veterans, we also pay tribute to those who are currently serving in our Armed Forces at home and abroad and who remain committed to sustaining this legacy of unyielding patriotism.

NOW, THEREFORE, THE TOWN OF JUNO BEACH, hereby recognizes November 11, 2023, as VETERANS DAY, and I, as Mayor, call this observance to the attention of our citizens.

PASSED AND DULY ADOPTED in regular session this 25th day of October, 2023

#### TOWN OF JUNO BEACH, FLORIDA

	Alexander Cooke, Mayor
ATTEST:	
Caitlin E. Copeland-Rodriguez, MMC, Town Clerk	



Meeting Name: Town Council Meeting

Meeting Date: October 25, 2023

Prepared By: Isabella Hickey

**Item Title:** Special Event Request – 2023 Holiday Boat Parade

#### **DISCUSSION:**

Staff received a request for a special event from Sarah Lott, Event Producer with Via Productions representing the Marine Industries of Palm Beach County. This is a recurring event in Town at the same location along the Intracoastal Waterway from North Palm Beach red marker 28 to the Jupiter Lighthouse.

The location of the event takes place along the same strip of Intracoastal Waterway. The applicant has provided a map depicting this area. This event requires the Donald Ross Road Bridge to be up during the event. The date of the event is proposed for Saturday, December 2, 2023, and the event will take place from 6:00 pm to 8:30 pm. The Donald Ross Road Bridge is expected to be closed for approximately 45 - 60 minutes. The event is a Holiday Boat Parade, with a traveling firework display and volunteer boats collecting unwrapped toys at docks along the route for Toys for Tots.

The applicant will be charged the Permit Fee of \$100 and a \$500 Security Deposit for this event based on the attached adopted fee schedule for Off-Site Special Events. This fee and deposit do not include the required costs for outside assistance by the Police, or any other necessary support; those costs are the responsibility of the applicant during the application process. Based on the event type the applicant will be responsible to provide all outstanding items 14 days prior to the date, or be subject to late fees and/or cancellation of event. Staff will apply all of the regular conditions for such an event on their regular application plus any conditions identified by the Town Council.

#### **RECOMMENDATION:**

Staff recommends that the Town Council consider the request for the Off-Site Special Event proposed in Juno Beach as stated above, subject to all conditions and requirements of the application, including any additional agency reviews/approvals/fees.

Item #3.



**Town of Juno Beach** 340 Ocean Drive; Juno Beach, FL 33408 Phone: (561) 626-1122; Fax: (561) 775-0812

# Application for Off-Site Special Event

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

# Fee Schedule:

Event Type	Deadlines Application/ Obligations	Application Fee	Permit Fee*	Security Deposit	Deadline Late Fee
Low-Impact	60/14 days	\$100	\$100/day	\$500	\$200
(Up to 999 attendees)**	prior to event		4100/day	Ψ300	\$200
Medium-Impact	120/45 days	\$200	\$500/day	\$1,000	\$400
(1000-4999 attendees)	prior to event		4000, 440	Ψ1,000	φ400
High-Impact	120/45 days	\$300	\$1,000/day	\$5,000	000
(5000+ attendees)	prior to event		Ψ1,000/day	\$5,000	\$600

Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

# Please initial each item below to confirm your understanding:

Application Fee is due at time of Application submittal and is <u>not</u> refundable.

Deadline Late Fee is an additional charge and is not refundable.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.

Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.

After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.

Failure to comply with restrictions imposed automatically forfeits the Security Deposit.

Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.

Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancelation of event.

Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

<sup>\*\*</sup>Low-Impact events consisting of 25 attendees or less will be approved administratively.

# Section I <u>Instructions for Applicant</u>

- Applicant shall complete Section II of this application. (Town Staff will review the Applicants submittal and complete other sections as required.)
- 2. Attach the following with this application:
  - a) Attach Application Fee, and Late Fee if applicable. (All fees are Payable to the Town of Juno Beach.)
  - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.:
  - c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
  - d) Copy of current insurance certification(s) with the **Town of Juno Beach** listed as "**Additionally Insured" with a minimum amount of \$1,000,000.00 liability coverage**; (or state your ability to provide it with all other obligations).
  - e) Notarized Letter of approval from property owner(s).
  - f) Copy of Driver License.

Required Information

Section II

3. Sign and date this application at the end of Section II.

Regarding the Applicant:
Name of Applicant/Sponsor: Sarah Lott Phone: 561-427-0500
Relationship to Organization Represented; Event Producey
Address of Applicant/Sponsor: 208 N.US thighway 1, #8
Name, Address, Phone of Organization Represented: Manine Industries of PBL, 1208 US Highway I, Suite B, NPB, FL 33408
Principal contact person on Event Day/Phone: Sarah Lott 561-632-6424 Savah & Naproductions in C. Com
Alternate contact person on Event Day/Phone: Terry Somma 561-262-1268

u	Regarding the Subject Location (where the proposed special event is being requested):
	Address/Location: Intracoastal Waterway, North
	Name of Subdivision: N   A
0	Regarding the Special Event Specifics:
	Please describe the special event being requested: Parade of decorated vessels from NPB to Jupiter led by fraveling firework display a volunture try boats  Collecting new unwrapped trys at docks for Tays for Tots (50t. Dec. 2, 2023
	Indicate roadway(s) to be closed: Donald Ross ed Bridge
	Indicate if amusement rides (type/quantity) are part of the event: N (A
	Indicate if alcohol will be served at the event and who will serve:
	Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event:
	Number of employees/volunteers working the event:
	Number of anticipated attendees for the event: OLDPIDY 5D VESSELS
	Length of time proposed for the event to take place, including set-up and tear down, (dates/times):    State   December   December
	If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):

Please initial to confirm attachments:
Application Fee, and Late Fee, if applicable. (Payable to Town of Juno Beach)  Plot/Site Plan  Outside agency letter(s) of approval  Insurance Certificate  Notarized Letter from property owner  Copy of Driver License
Indicate items not submitted and reasons for non-submittal: Event not on
Hold Harmless Agreement: In accordance with the Town of Juno Beach Code of Ordinances, in permitting any special event, the applicant shall meet all requirements set forth in Chapter 34 and is subject to Town Council approval. In addition, Town Staff shall prescribe appropriate conditions and safeguards and obligations and fees as required.
By submittal of this application, the sponsor agrees to indemnify and hold harmless the Town of Juno Beach, its officers, employees and agents from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by sponsor, its officers, employees, and agents under any of the terms of this Special Event Application.
If any unforeseen circumstance(s) occur and/or the sponsor fails to meet the requirements the Town has set forth, the Town Manager or Police Chief shall have the right to cancel or stop the event either before commencement of the event and/or during the event.
Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.
Applicant/Sponsor Signature Date
Print Name
Office Use Only:
Received By  Sept 2013  Date (Please Date Stamp)
Town Calendar has been reviewed and event "Tentatively" Scheduled with 2 day alert.
Completed By Date
Event status shall be undated when approved Completed by:

13

#### Section III Police Department-Special Event Requirements



The following are additional obligations your organization may have to meet. As part of the Special Event review process the Police Department may impose fees for services as deemed appropriate for the type and impact of the proposed event. The Police Department may schedule a meeting to review the event specifics and Police Operational or Action Plan as determined by the Town. Items reviewed in the Plan include, but are limited to, the following:

- Operations Command Post needs, Incident Management;
- Traffic Control Plan, Road Closures, Parking Plan, Event Route management;
- Staffing needs, Day and Night patrol, Coordination with other agencies;
- Vendor setup and security;
- Attendee/Pedestrian access, security, monitoring and control;
- Equipment needs motorized and non-motorized, Communications;
- Providing of adequate volunteers, Volunteer meeting(s) with Police representative prior to, or on event day(s);
- The Principal of the event shall remain accessible to the Police Supervisor at all times during the event to provide necessary event management and control.

The Police Department will attempt to place officers during the requested dates and hours. Because of unforeseen circumstances, this application may not be filled when requested. Juno Beach Police Officers will not work in the capacity of a "bouncer" at a bar or other establishment where alcohol is served.

Rates Regular Staff - \$35.00 Officer - \$55.00 Supervisor (if required) - \$65.00 (Rates are subject to a \$15.00 an hour premium on Town designated Holidays.)

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) OFFICERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF POLICE SERVICES MUST BE MADE 48-HOURS IN ADVANCE OR A THREE (3)-HOUR, PER OFFICER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVII A@IIINO REACH EI

Office Use Only:	DETICITED SAIVE	DPFERTIG(a)JUNOBEACHPD.COM.
OfficersSupervisors Additional Fee(s):	@ \$55.00/hour: total of @ \$65.00/hour: total of	hours = \$ hours = \$ \$
Payment Due Date:* Payment shall be received no	Total Amount Due: \$ o later than 14/45 days prior to	Payment Received: Y / N o event date, as indicated in Fee Schedule.
Reviewed By:		9
Approved by Police Chief/Desi	gnee:	

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# Section IV Public Works Department-Special Event Requirements

As part of the Special Event review process the Public Works Department may impose fees for services as deemed appropriate for the type and impact of the proposed event.

Public Works services include, but are not limited to, the following:

- Delivery, set-up and removal of traffic or parking control devices including portable message boards, barricades, signs, stakes, traffic cones and/or any other devices requested by the Town's Police Department.
- Random event site inspections to insure the Applicant removes trash/litter or debris
  from the event site as needed. Event usage area final inspection of public properties to
  insure adequate cleaning at event's end/closing and prior to release of security
  deposits, if applicable.
- Public Works staff time to clean, remove and dispose of any and all residual debris, trash or to repair damaged property incurred by the Applicant or Applicant's agents on the event site public property.

## Rates

Regular Staff \$35.00 Supervisor (if required) \$45.00

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) STAFF MEMBERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF PUBLIC WORKS SERVICES MUST BE MADE 48-HOURS IN ADVANCED OR A THREE (3)-HOUR, PER STAFF MEMBER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH.FL.US AND AMERIANO@JUNO-BEACH.FL.US.

Office Use Only:
Regular Staff @ \$35.00/hour: total of hours = \$ Supervisors @ \$45.00/hour: total of hours = \$
Payment Due Date: Total Amount Due: \$ Payment Received: Y / N
* Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.
Reviewed By:
Approved by Director of Public Works/Designee:

Section V Application Review	
Director of Planning & Zoning	Date
Police Chief	Date
Public Works Director	Date
Finance Director	Date
Town Manager	Date
Section VI Post Event Inspection and Security	Deposit Status
Post event Comments, Issues List and recommended	d Security Deposit withheld:
*Amount and Date R Amount Date	eturned of the Security Deposit.
Director of Planning & Zoning	Date
Police Chief	Date
Public Works Director	Date
Finance Director	Date
Town Manager	Date

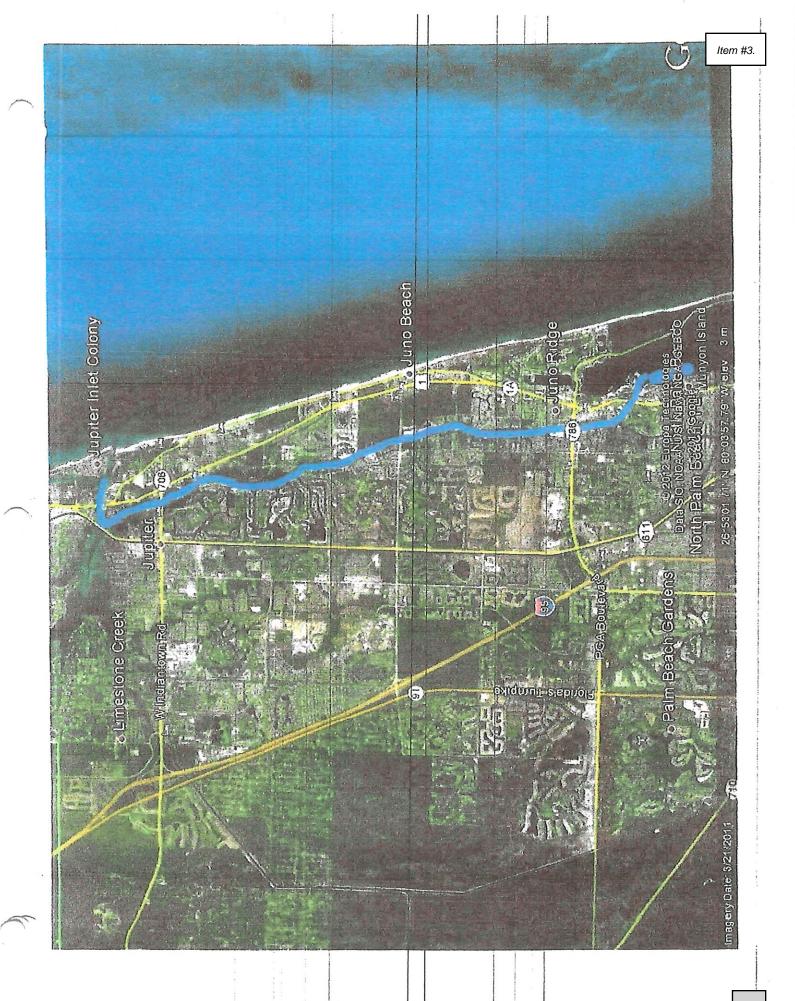
To Whom It May Concern:

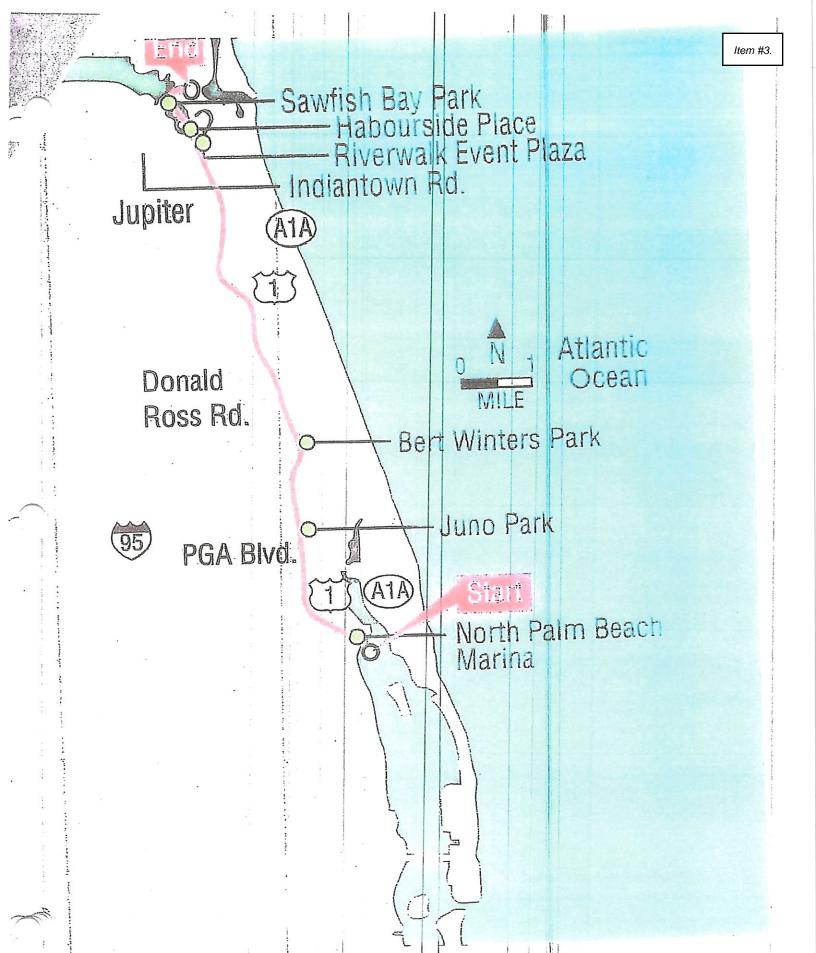
Via Productions, Inc. has full authorization to act as our (Marine Industries Association of Palm Beach County, Inc.) agent when applying for a special event permits that relate to the event known as the "2023 Palm Beach Holiday Boat Parade".

If you have any further questions, please feel free to contact me.

Sincerely,

Alyssa Freeman







**Meeting Name:** Town Council Meeting

**Meeting Date:** October 25, 2023

**Prepared By:** Frank Davila

**Item Title:** Special Event Request – North Pole Christmas Tree Event

#### **DISCUSSION:**

Staff received a request for a special event by Mr. Brandon Helfer, President of Proper Seasonal Businesses, that would take place at 13951 U.S. Highway 1, just west of the Thirsty Turtle restaurant on the vacant grass area. This Off-Site Special Event is proposed to last more than 4 consecutive days and is subject to a suitable, appropriate fee established by the Town Council. During last year's event, the Town Council charged a \$5,000 fee for this event. This event is a recurring event that has taken place in Town at the same location for over the past 24 years, which is why it is on the Consent Agenda.

The special event requested is for profit and is a seasonal craft/tree green market event. Under the fee schedule for special events, the Town Council may apply an appropriate permit fee subject to the impact of the event on the Town. Various permitting and staff involvement will be necessary to keep up with the event. The applicant's information and application has been attached to this report. As indicated, the applicant will be required to obtain various outside agency and department approvals during the application process should the Town Council approve the event.

The event is proposed to take place from November 7<sup>th</sup> through December 30<sup>th</sup>, and to be open for business from 9:00 am to 9:00 pm. Based on documents submitted with the request, it appears as though the area of the event is not setback a specific distance from adjacent residential neighborhood to the south, however last year it was approved at 300' from the existing residential properties to the south of the subject site. Therefore, Staff will be requiring the same condition with the approval of this event, along with other permit requirements, during the special event permit approval process. The event includes various tree and craft tents, as well as other temporary structures – some will require permits, along with temporary electric permits.

#### **RECOMMENDATION:**

Staff recommends that the Town Council consider the request for special event proposed in Juno Beach as stated above with a \$5,000 permit fee, subject to the applicant being responsible for the application process of the special event and all conditions and requirements following said application, including any additional agency reviews/approvals/fees.



Town of Juno Beach 340 Ocean Drive; Juno Beach, FL 33408 Phone: (561) 626-1122; Fax: (561) 775-0812

# Application for Off-Site Special Event

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

# Fee Schedule:

Event Type	Deadlines Application/ Obligations	Application Fee	Permit Fee*	Security Deposit	Deadline Late Fee
Low-Impact	60/14 days	\$100	\$100/day	\$500	\$200
(Up to 999 attendees)**	prior to event		·		
Medium-Impact	120/45 days	\$200	\$500/day	\$1,000	\$400
(1000-4999 attendees)	prior to event		,	,,	4.00
High-Impact	120/45 days	\$300	\$1,000/day	\$5,000	\$600
(5000+ attendees)	prior to event		, , , , , , , , ,	40,000	4000

<sup>\*</sup>Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

#### Please initial each item below to confirm your understanding: Notes:

Application Fee is due at time of Application submittal and is not refundable.

Deadline Late Fee is an additional charge and is not refundable.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.

Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.

After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.

Failure to comply with restrictions imposed automatically forfeits the Security Deposit.

Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.

Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancelation of event.

Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

<sup>\*\*</sup>Low-Impact events consisting of 25 attendees or less will be approved administratively.

# Section I <u>Instructions for Applicant</u>

- 1. Applicant shall complete Section II of this application. (Town Staff will review the Applicants submittal and complete other sections as required.)
- 2. Attach the following with this application:
  - a) Attach Application Fee, and Late Fee if applicable. (All fees are Payable to the Town of Juno Beach.)
  - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.;
  - c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
  - d) Copy of current insurance certification(s) with the **Town of Juno Beach** listed as "Additionally Insured" with a minimum amount of \$1,000,000.00 liability coverage; (or state your ability to provide it with all other obligations).
  - e) Notarized Letter of approval from property owner(s).
  - f) Copy of Driver License.

**Required Information** 

**Section II** 

3. Sign and date this application at the end of Section II.

ш	Regarding the Applicant:
	Name of Applicant/Sponsor: Brandon Helfer Phone: 818-451-34239
	Relationship to Organization Represented; President
	Address of Applicant/Sponsor: 409 Mourning dove way  Calabasas, CA 91302
	Name, Address, Phone of Organization Represented: <u>Proper Seasonal Businesses</u> 480 Hibiscus Streat #639 West Palm Beach, FL 3340 1
	Principal contact person on Event Day/Phone: Brandon Helfer 818-451-3139
	Alternate contact person on Event Day/Phone: 691 Edwards 818-216-8840

Regarding the Subject Location (where the proposed special event is being requested):		
Address/Location: 13951 US HWY-1 June Beach, Fl Warant Land portion of the property Property Control: 2843412810007111		
Name of Subdivision:		
Regarding the Special Event Specifics:		
Please describe the special event being requested: <u>Seasonal Retail Business</u> , <u>Christmas Tree Lot Lot.</u> Open to General Public 9 AM - 9 P.M. Retail of Christmas Trees and <b>Dector</b> .		
Indicate roadway(s) to be closed: None		
Indicate if amusement rides (type/quantity) are part of the event: None		
Indicate if alcohol will be served at the event and who will serve: None		
Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: We use 4 tents, 2 Trailers, A Dumpster, Portalet temporary power pole and signs on the lot		
Number of employees/volunteers working the event: 10 full Time 20 Part time		
Number of anticipated attendees for the event: 50-100 People Per day at different hours.		
Length of time proposed for the event to take place, including set-up and tear down, (dates/times): $5e + 40^{\circ} 11/7/23 - 11/17/23$ $0eh + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + $		
Regarding other Town Services:		
If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):		

Application Fee, and Late Fee, if applicable Plot/Site Plan  Outside agency letter(s) of approval  Insurance Certificate  Notarized Letter from property owner  Copy of Driver License			
Indicate items not submitted and reasons for non-	A - Company of the co		
Notarized Letter will be sent	direct, to Townst Juno		
Hold Harmless Agreement: In accordance with the Town of Juno Beach Code of Ordinances, in permitting any special event, the applicant shall meet all requirements set forth in Chapter 34 and is subject to Town Council approval. In addition, Town Staff shall prescribe appropriate conditions and safeguards and obligations and fees as required.			
By submittal of this application, the sponsor agrees to indemnify and hold harmless the Town of Juno Beach, its officers, employees and agents from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by sponsor, its officers, employees, and agents under any of the terms of this Special Event Application.			
If any unforeseen circumstance(s) occur and/or the sponsor fails to meet the requirements the Town has set forth, the Town Manager or Police Chief shall have the right to cancel or stop the event either before commencement of the event and/or during the event.			
Applications are not approved, nor Permit granted, un from the Planning and Zoning Director outlining obli			
M	17/28/2023		
Applicant/Sponsor Signature	Date		
Brandon Helfer Print Name			
Office Use Only:			
Isabella Hickey	August 2023		
Received By	Date (Please Date Stamp)		
Town Calendar has been reviewed and event	"Tentatively" Scheduled with 2 day alert.		
Completed By	Date		
Event status shall be updated when approved	. Completed by:		

Please initial to confirm attachments:

#### Section III **Police Department-Special Event Requirements**



The following are additional obligations your organization may have to meet. As part of the Special Event review process the Police Department may impose fees for services as deemed appropriate for the type and impact of the proposed event. The Police Department may schedule a meeting to review the event specifics and Police Operational or Action Plan as determined by the Town. Items reviewed in the Plan include, but are limited to, the following:

- Operations Command Post needs, Incident Management;
- Traffic Control Plan, Road Closures, Parking Plan, Event Route management;
- Staffing needs, Day and Night patrol, Coordination with other agencies;
- Vendor setup and security;
- Attendee/Pedestrian access, security, monitoring and control;
- Equipment needs motorized and non-motorized, Communications;
- Providing of adequate volunteers, Volunteer meeting(s) with Police representative prior to, or on event day(s);
- The Principal of the event shall remain accessible to the Police Supervisor at all times during the event to provide necessary event management and control.

The Police Department will attempt to place officers during the requested dates and hours. Because of unforeseen circumstances, this application may not be filled when requested. Juno Beach Police Officers will not work in the capacity of a "bouncer" at a bar or other establishment where alcohol is served.

Rates

Regular Staff - \$35.00

Officer - \$55.00

Supervisor (if required) - \$65.00 (Rates are subject to a \$15.00 an hour premium on Town designated Holidays.)

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) OFFICERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF POLICE SERVICES MUST BE MADE 48-HOURS IN ADVANCE OR A THREE (3)-HOUR, PER OFFICER CHARGE WILL BE FORFEITED. PLEASE

CONTACT FDAVILA	<i>®JUNO-BEACH.FL.US AND</i>	PFERTIG@JUNOBEACHPD.COM.
Office Use Only:		
Officers Supervisors Additional Fee(s):	@ \$55.00/hour: total of @ \$65.00/hour: total of	
Payment Due Date: * Payment shall be received no	Total Amount Due: \$ o later than 14/45 days prior to	Payment Received: Y / N o event date, as indicated in Fee Schedule.
Reviewed By:		
Approved by Police Chief/Des	ignee:	

25

#### Section IV **Public Works Department-Special Event Requirements**

As part of the Special Event review process the Public Works Department may impose fees for services as deemed appropriate for the type and impact of the proposed event.

Public Works services include, but are not limited to, the following:

- Delivery, set-up and removal of traffic or parking control devices including portable message boards, barricades, signs, stakes, traffic cones and/or any other devices requested by the Town's Police Department.
- Random event site inspections to insure the Applicant removes trash/litter or debris from the event site as needed. Event usage area final inspection of public properties to insure adequate cleaning at event's end/closing and prior to release of security deposits, if applicable.
- Public Works staff time to clean, remove and dispose of any and all residual debris, trash or to repair damaged property incurred by the Applicant or Applicant's agents on the event site public property.

#### Rates

Regular Staff \$35.00 Supervisor (if required) \$45.00

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) STAFF MEMBERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF PUBLIC WORKS SERVICES MUST BE MADE 48-HOURS IN ADVANCED OR A THREE (3)-HOUR, PER STAFF MEMBER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH,FL.US AND AMERIANO@JUNO-BEACH.FL.US.

Office Use Only:			
Regular Staff @ \$35.00/hour: total of hours = \$ Supervisors @ \$45.00/hour: total of hours = \$			
Payment Due Date: Total Amount Due: \$ Payment Received: Y / N			
* Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.			
Reviewed By:			
Approved by Director of Public Works/Designee:			

Page 6 of 7

Section V	Application Review			
Director of Pla	anning & Zoning	Date		
Police Chief		Date		
ronce Chief		Date		
Public Works	Director	Date		
Finance Direc	etor	Date		
Town Manage	er:	Date		
Section VI	Post Event Inspection and Security Deposit State	18		
Post event Comments, Issues List and recommended Security Deposit withheld:				
*Amou	Amount and Date Returned of the	e Security Deposit.		
1,11100				
Director of Pl	anning & Zoning	Date		
D 11 CIL: C	***			
Police Chief		Date		
Public Works	Director	Date		
Finance Direct	ctor	Date		
Town Manag	er	Date		
10 min manag	V.	Duto		

#### **MEMORANDUM**

To: Town of Juno Beach

Date: June 28, 2023

# To Whom It May Concern:

Please accept this memo as authorization and approval by Juno Square LLP for Brandon Helfer of Proper Seasonal Business Inc. to use the vacant lot located on Donald Ross Road, just west of Juno Square, to sell Christmas trees for the 2023 Christmas season (November and December 2023).

Please feel free to contact our office with any questions.

Sincerely,

JUNO SQUARELLP

John Clark Bills, Agent

State of Florida

County of Palm Beach

The foregoing was acknowledged before me this \_\_\_\_\_\_, 2023, by John Clark Bills, as agent of Juno Square LLP, who is personally known to me and who did not take an oath.

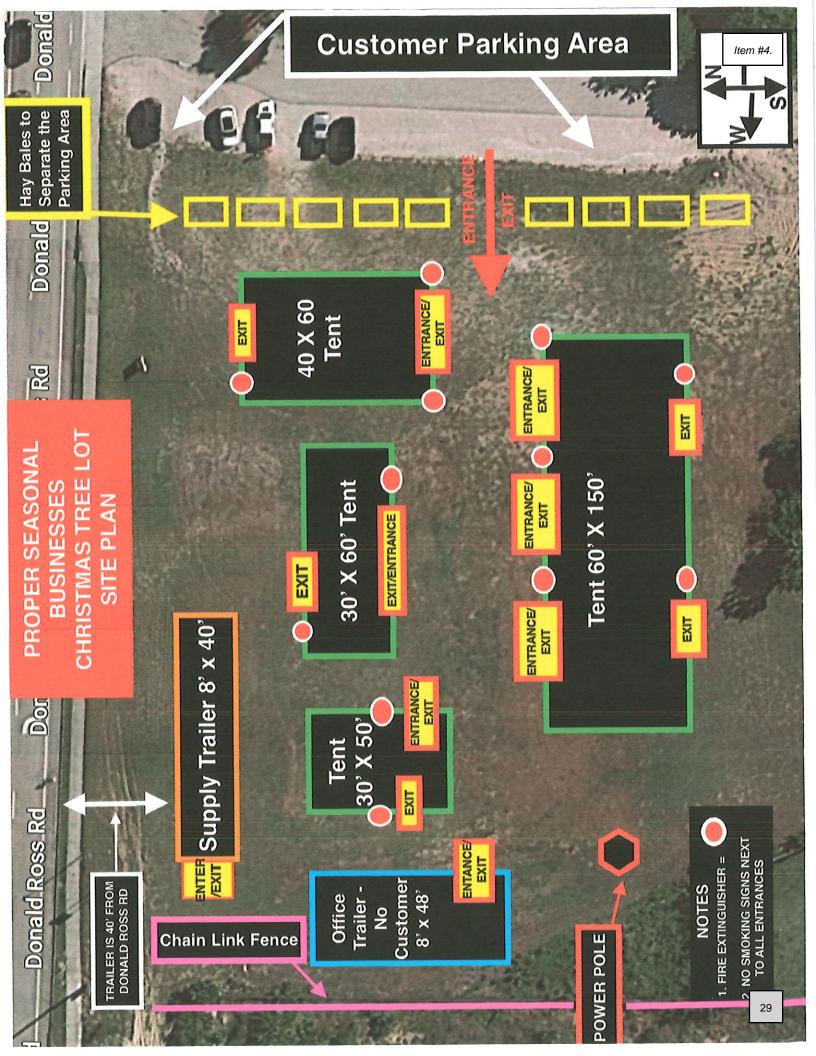


Notary Public, State of Florida

Printed Name: SCANDIE A. BEEBE

Commission #: HH290185

My Commission Expires: JULY 16, 2023





**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

Prepared By: Isabella Hickey

**Item Title:** Special Event Request – Holy Spirit Lutheran Christmas Eve Service on the Pier

#### **DISCUSSION:**

Staff received a request for a special event from the Holy Spirit Lutheran Church for a Christmas Eve Worship Service which would take place on the Juno Beach Pier. This is a recurring event in Town at the same location, and is why staff put it on the Consent Agenda.

The Christmas Eve Worship Service on the Pier is proposed to take place on Saturday, December 23<sup>rd</sup>, from 11:00 am to 7:30 pm to allow for setup and breakdown. Set up for the sound system and stage will start at 11:00 am, the worship service will begin at 5:30 pm, and everything will be cleaned up and finished by 7:30 pm. The special event requested is to celebrate the holiday for church members and guests. There are anticipated to be approximately 1,000 attendees and 35 employees/volunteers for this event. As indicated in the attached application, the event will be required to obtain various outside agency and department approvals during the application process should the Town Council approve the event.

The applicant will be charged the permit fee of \$500 and a \$1,000 Security Deposit for this event based on the attached adopted fee schedule for Off-Site Special Events. This fee and deposit do not include the required costs for outside assistance by Police, or any other necessary support. Those costs are the responsibility of the applicant during the application process and shall be provided 14 days prior to the date of the event.

#### **RECOMMENDATION:**

Staff recommends that the Town Council consider the request for special event proposed in Juno Beach as stated above, subject to the applicant being responsible for the process for special events and all conditions and requirements following the application, including any additional agency reviews/approvals/fees.



Town of Juno Beach 340 Ocean Drive; Juno Beach, FL 33408 Phone: (561) 626-1122; Fax: (561) 775-0812

# **Application for Off-Site Special Event**

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

## Fee Schedule:

NCORPORATED 195

Event Type	Deadlines Application/ Obligations	Application Fee	<u>Permit</u> <u>Fee</u> *	Security Deposit	<u>Deadline</u> <u>Late Fee</u>
Low-Impact	60/14 days	\$100	\$100/day	\$500	\$200
(Up to 999 attendees)**	prior to event				
Medium-Impact	120/45 days	\$200	\$500/day	\$1,000	\$400
(1000-4999 attendees)	prior to event			100	
High-Impact	120/45 days	\$300	\$1,000/day	\$5,000	\$600
(5000+ attendees)	prior to event			•	

<sup>\*</sup>Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

# Notes: Please initial each item below to confirm your understanding:

Application Fee is due at time of Application submittal and is <u>not</u> refundable.

Deadline Late Fee is an additional charge and is not refundable.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.

Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.

After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.

Eailure to comply with restrictions imposed automatically forfeits the Security Deposit.

Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.

Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancelation of event.

Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

<sup>\*\*</sup>Low-Impact events consisting of 25 attendees or less will be approved administratively.

Section I	<b>Instructions for Applicant</b>	
<u>/</u> 1	Applicant shall complete Section II of this application.	(Town Staff wil

- I review the Applicants submittal and complete other sections as required.)
- 2. Attach the following with this application:
  - (All fees are Payable to the Town of Juno Beach.)
  - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.;
  - ✓ c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
  - d) Copy of current insurance certification(s) with the Town of Juno Beach listed as "Additionally Insured" with a minimum amount of \$1,000,000.00 liability coverage; (or state your ability to provide it with all other obligations).
  - e) Notarized Letter of approval from property owner(s).
  - Copy of Driver License.
- 3. Sign and date this application at the end of Section II.

#### Required Information **Section II**

Regarding the Applicant:

Name of Applicant/Sponsor: Jami Welnick	Phone: 561-624-9663
Relationship to Organization Represented; Director of	perations
Address of Applicant/Sponsor: \330\ Ellison (	Dilson Rd
Name, Address, Phone of Organization Represented:	2
Principal contact person on Event Day/Phone:	Stamos 772-783- 5512
Alternate contact person on Event Day/Phone:	Unich 772-260 -

Regarding the Subject Location (where the proposed special event is being requested):			
Address/Location: Sono Beach Pres			
	Name of Subdivision:		
1	Regarding the Special Event Specifics:		
	Please describe the special event being requested: (,\n\s\mas &\mas &\ma		
	Indicate roadway(s) to be closed: (\)o\e.		
	Indicate if amusement rides (type/quantity) are part of the event:		
	Indicate if alcohol will be served at the event and who will serve:		
	Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: Stage for wand on first		
	Number of employees/volunteers working the event: 35		
	Number of anticipated attendees for the event: 1000		
	Length of time proposed for the event to take place, including set-up and tear down,  (dates/times): 12 23/23 1/20 - 7:30 pm.  Only 1 Scruice Stacting at 5:30 pm. we will need to  Stact set up and finished by 7:30 pm.  Regarding other Town Services:		
	If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):		

Please initial to confirm allachments:	
Application Fee, and Late Fee, if applicable.  Plot/Site Plan  Outside agency letter(s) of approval  Insurance Certificate	(Payable to Town of Juno Beach)
Notarized Letter from property owner  Copy of Driver License	
Indicate items not submitted and reasons for non-su	hmittal
Indicate items not submitted and reasons for non-su	Dilittai.
Hold Harmless Agreement: In accordance with the Town of Juno Beach Code of O applicant shall meet all requirements set forth in Chapt addition, Town Staff shall prescribe appropriate condit required.	er 34 and is subject to Town Council approval. In
By submittal of this application, the sponsor agrees to Beach, its officers, employees and agents from and aga fees, claims, suits and judgments, whatsoever in conne persons or loss of or damage to property resulting from officers, employees, and agents under any of the terms	ninst all loss, costs, expenses, including attorney's ction with injury to or death of any person or any and all operations performed by sponsor, its
If any unforeseen circumstance(s) occur and/or the spe set forth, the Town Manager or Police Chief shall have commencement of the event and/or during the event.	
Applications are not approved, nor Permit granted, unt from the Planning and Zoning Director outlining oblig	
Shir Mold	9823
Applicant/Sponsor Signature	Date
Print Name	
Office Use Only:	TOWN OF JUNO BEACH RECEIVED
Isabella HICKELA	RECEIVED
Received By	Date (Please Date Stamp) 30
Town Calendar has been reviewed and event "	Tentatively" Scheduled with 2 day alert.
Completed By	Date
Event status shall be updated when approved.	Completed by:

## Section III Police Department-Special Event Requirements



The following are additional obligations your organization may have to meet. As part of the Special Event review process the Police Department may impose fees for services as deemed appropriate for the type and impact of the proposed event. The Police Department may schedule a meeting to review the event specifics and Police Operational or Action Plan as determined by the Town. Items reviewed in the Plan include, but are limited to, the following:

- Operations Command Post needs, Incident Management;
- Traffic Control Plan, Road Closures, Parking Plan, Event Route management;
- Staffing needs, Day and Night patrol, Coordination with other agencies;
- Vendor setup and security;
- Attendee/Pedestrian access, security, monitoring and control;
- Equipment needs motorized and non-motorized, Communications;
- Providing of adequate volunteers, Volunteer meeting(s) with Police representative prior to, or on event day(s);
- The Principal of the event shall remain accessible to the Police Supervisor at all times during the event to provide necessary event management and control.

The Police Department will attempt to place officers during the requested dates and hours. Because of unforeseen circumstances, this application may not be filled when requested. Juno Beach Police Officers will not work in the capacity of a "bouncer" at a bar or other establishment where alcohol is served.

#### Rates

Regular Staff - \$35.00 Officer - \$55.00 Supervisor (if required) - \$65.00 (Rates are subject to a \$15.00 an hour premium on Town designated Holidays.)

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) OFFICERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF POLICE SERVICES MUST BE MADE 48-HOURS IN ADVANCE
  OR A THREE (3)-HOUR, PER OFFICER CHARGE WILL BE FORFEITED. PLEASE
  CONTACT FDAVILA@JUNO-BEACH.FL.JIS AND PFERTIG@JUNOBEACHPD.COM.

CONTINCT I DATE IDA	OF CITO BELLCIAIN BIOSINIE	TI ENTIQUES CITO DE L'OCCIA.
Office Use Only:		
Officers Supervisors Additional Fee(s):	@ \$55.00/hour: total of @ \$65.00/hour: total of	hours = \$ hours = \$ \$
		Payment Received: Y / N o event date, as indicated in Fee Schedule.
Reviewed By:		
Approved by Police Chief/Des	ignee:	

# Section IV Public Works Department-Special Event Requirements

As part of the Special Event review process the Public Works Department may impose fees for services as deemed appropriate for the type and impact of the proposed event.

Public Works services include, but are not limited to, the following:

- Delivery, set-up and removal of traffic or parking control devices including portable message boards, barricades, signs, stakes, traffic cones and/or any other devices requested by the Town's Police Department.
- Random event site inspections to insure the Applicant removes trash/litter or debris
  from the event site as needed. Event usage area final inspection of public properties to
  insure adequate cleaning at event's end/closing and prior to release of security
  deposits, if applicable.
- Public Works staff time to clean, remove and dispose of any and all residual debris, trash or to repair damaged property incurred by the Applicant or Applicant's agents on the event site public property.

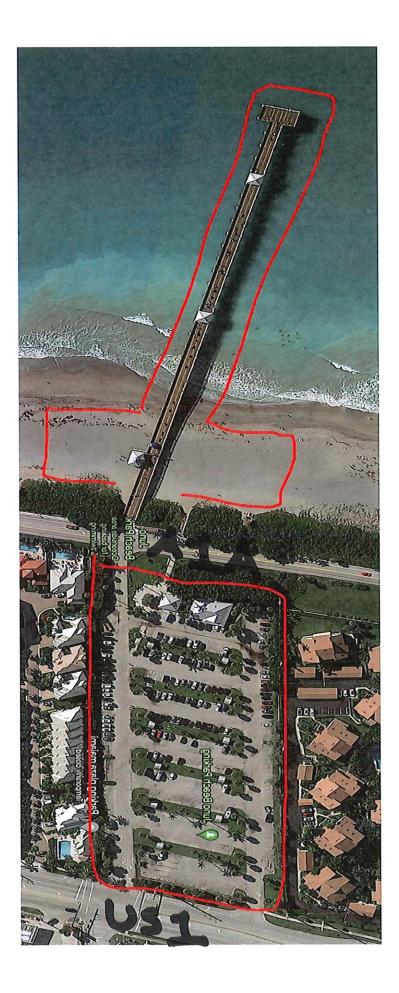
#### Rates

Regular Staff \$35.00 Supervisor (if required) \$45.00

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) STAFF MEMBERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF PUBLIC WORKS SERVICES MUST BE MADE 48-HOURS IN ADVANCED OR A THREE (3)-HOUR, PER STAFF MEMBER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH.FL.US AND AMERIANO@JUNO-BEACH.FL.US.

Office Use Only:			
Regular Staff @ \$35.00/hour: total of hours = \$			
Payment Due Date: Total Amount Due: \$ Payment Received: Y / N			
* Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.			
Reviewed By: STEVEN T HALLOCK			
Approved by Director of Public Works/Designee: At Hallock			

Section V Applie	cation Review	
Director of Planning	& Zoning	Date
Police Chief		Date
Public Works Director	lak or	Date
Finance Director		Date
Town Manager		Date
Section VI Post 1	Event Inspection and Security Deposit State	us
Post event Comment	s, Issues List and recommended Security Dep	osit withheld:
	·	
*Amount	Amount and Date Returned of the Date	e Security Deposit.
Director of Planning	& Zoning	Date
Police Chief		Date
Public Works Direct	or	Date
Finance Director		Date
Town Manager		Date



- Service held on the pier and on both sides of the beach next to the pier.
- Parking will be located in the Juno Beach public parking lot.
   Overflow parking will be in the Publix complex across the street.
- No road closures for this event.
- We will have police to help direct traffic and pedestrian crossing.



14200 U.S. Highway One Juno Beach, Florida 33408 561.627.8280 • marinelife.org

## **Board of Directors**

Brian K. Waxman Chairman

Monique Brechter Vice Chair

Beau Standish Treasurer Karen Marcus Secretary

George W. Bovenizer

Susan Burke Camille Coley Sally Gates

Joseph A. Gibbons

Diane Gray

Raymond E. Graziotto Thomas Kodadek, Ph.D. Leanna Landsmann

Bart Livolsi Ed Lunsford

Katharine Sinclair MacGregor

James F. Mullen IV, CPA

Pam Rauch

James A. Reiffel, M.D.

Crista Ryan

M.J. Saunders, Ph.D. Charles W. Schoenherr

Lynne Wells

Jeanette Wyneken, Ph.D.

Natasha Ziff

## **Executive Staff**

Andy Dehart President & CEO August 25, 2023

Holy Spirit Lutheran Church 13301 Ellison Wilson Road Juno Beach, Florida 33408

Attn: Jami Melnick

Dear Jami,

As requested, Loggerhead Marinelife Center approves Holy Spirit Lutheran Church hosting Christmas Eve worship services on the Juno Beach Pier on Saturday, December 23rd, 2023.

We acknowledge that there is one service at 5:30 PM. HSLC staff and volunteers may begin set up at 11:00 AM the day of the event.

As you know, it is necessary to close the pier to spectators and fisherman during the setup, execution, and break down of this event. We truly appreciate the \$1.00 donation for each person that worships on the pier to try and offset the income we aren't getting from the pier closure.

We do request, for any events going forward in 2024 and beyond, that the donation be \$2.00 per person.

Please let me know if you have any questions, or if I can be of more help.

Sincerely,

Kate Fratalia VP of Retail







# Parks and Recreation Department

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Email: pbcparks@pbcgov.org
www.pbcparks.com

# PALM BEACH COUNTY



# Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

## **County Administrator**

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

September 27, 2023

Jami Melnick, Director of Operations Holy Spirit Lutheran Church 13301 Ellison Wilson Road Juno Beach, FL 33408

# Dear Jami:

Thank you for your request to have your annual Christmas Eve Eve Service at the Juno Pier on Saturday, December 23, 2023 at 5:30PM. We have received the information you provided and have determined that you will not need to permit your event through our Special Events section. Thank you for providing the appropriate insurance certificate in advance.

I have advised our Aquatics Director of your plans and communications with Kate Fratalia from Loggerhead Marine Life Center regarding fees, availability, and usable areas of the pier. Per your letter you will be going before the Town of Juno Beach in the near future to present your request. As in years past, we understand that Juno Beach will provide security for parking, traffic and pedestrian safety and will provide two uniformed officers on site during your event.

I'm hopeful you will have great weather this year and a very successful event!

Sincerely,

Kara Dery Supervisor, Special Facilities Palm Beach County Parks and Recreation 2700 Sixth Ave. So. Lake Worth, FL 33461



Commission Expires:

Letter of Permission
I, the undersigned, REV. JAMES GRAESER
Do hereby approve this application with the Town of Juno Beach to
hold Christmas Service on the Pier
hosted by Holy Spirit Lutheran Church.
Event will happen on <u>Sec. 23,2023</u> , between the hours of
5pm-7pm
9-7-23 Signature Date
Subscribed and sworn to before me this day of
Notary Signature  Notary Signature  Notary Signature  Notary
Notary Seal
JAMI O. MELNICK Notary Public State of Florida Comm# HH388602 Expires 6/18/2027



Meeting Name: Town Council meeting

**Meeting Date:** October 25, 2023

**Prepared By:** C. Copeland-Rodriguez, Town Clerk

**Item Title:** Resolution No. 2023-19 – Participation Agreement with Palm Beach County for

Publication of Legal Notices on County Designated Publicly Accessible Website

# **DISCUSSION:**

As the Counil may be aware, during the 2022 legislative session, the Florida Legislature signed House Bill 7049 ("HB7049") into law allowing governmental agencies to publish legal notices on a publicly accessible website designated by the County instead of publishing in a print newspaper under certain circumstances.

Staff received a letter from Palm Beach County on October 12, 2023, informing the Town that they have entered into an agreement with CivicPlus, LLC as the County's designated "Publicly Accessible Website", and to outline the process for the Town to publish legal notices on the website should we elect to do so.

# **Cost:**

One-time Implementation- \$2,000 each participant

## Annual – Year 1:

Municipalities whose Population: 9,999 or fewer............\$5,000

# **Total Cost for Year 1:**

\$7,000

Per the proposed agreement's **Early Adopter Incentive**: Governmental Agencies that execute a Participation Agreement and an Order prior to December 31, 2023, will receive a 100% waiver of one-time implementation fees. **Annual Price Adjustment:** The Annual Rates shown in Exhibit B will increase by 3% annually, beginning on the first anniversary of the Effective Date of this Agreement and each anniversary thereafter.

The new law does not obligate the Town to utilize the Website for publishing legal notices. It is merely an alternative to publishing in print newspapers.

On average, the Town of Juno Beach spends between \$4,500-\$10,000 per year on just legal advertisements (*Ordinances, Special Exceptions, Resolutions, Request for Proposals, etc.*).

Item #6.

# **RECOMMENDATION:**

Town Staff recommends approval of Resolution No. 2023-19 - Participation Agreement with Palm Beach County for Publication of Legal Notices on County Designated Publicly Accessible Website; and authorizes the Town Manager to execute the agreement.

1	RESOLUTION 2023-19
2 3 4	A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING A PARTICIPATION AGREEMENT
5	WITH PALM BEACH COUNTY FOR PUBLICATION OF LEGAL NOTICES
6	ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE AND
7	AUTHORIZING THE TOWN MANAGER AND TOWN CLERK TO
8 9	EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
10	PROVIDING FOR AN EFFECTIVE DATE.
11	WHEREAS, the Town of Juno Beach received notification from Palm Beach
12	County of its Agreement with CivicPlus, LLC for a County designated publicly accessible
13	website for publication of legal notices that the Town is eligible to utilize; and
14	
15	WHEREAS, the Town's participation requires the execution of a Participation
16	Agreement with Palm Beach County, the agency responsible for administering the funds
17	and ensuring compliance with federal requirements; and
18	
19	WHEREAS, the Town Council determines that the execution of the Participation
20 21	Agreement with Palm Beach County is in the best interests of the Town and its residents.
22	NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
23	TOWN OF JUNO BEACH, FLORIDA as follows:
24	
25	<b>Section 1.</b> The foregoing recitals are ratified and incorporated herein.
26	
27	Section 2. The Town Council hereby approves the Participation Agreement with
28	Palm Beach County for Publication of Legal Notices on County Designated Publicly
29	Accessible Website, a copy of which is attached hereto and incorporated herein by
30	reference. The Town Council further authorizes the Town Manager and Town Clerk to
31	execute the Participation Agreement on behalf of the Town.
32 33	Section 3. All resolutions or parts of resolutions in conflict with this Resolution
34	are hereby repealed to the extent of such conflict.
35	are hereby repealed to the extent of odon commet.
36	<b>Section 4.</b> This Resolution shall become effective immediately upon adoption.
37	
38	RESOLVED AND ADOPTED this day of, 2023.
39	
40	
41	
42	Alayandar Caaka Mayar
43 44	Alexander Cooke, Mayor
44	

Resolution 2023-19 Page 2 of 2 Item #6.

1	ATTEST:
2	
3	
4	Caitlin E. Copeland-Rodriguez, MMC, Town Clerk
5	
6	APPROVED AS TO FORM AND
/	
8	LEGAL SUFFICIENCY:
9	
10	Leonard C. Dubin Tours Attornous
l I	Leonard G. Rubin. Town Attorney



## **County Administration**

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2040

FAX: (561) 355-3982

www.pbcgov.com

# Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor Maria Sachs, Vice Mayor Maria G. Marino Michael A. Barnett Marci Woodward

> Sara Baxter Mack Bernard

#### **County Administrator**

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

DATE:

October 12, 2023

TO:

Palm Beach County Municipal Managers, School Board Superintendent, and other Local Government Administrators

FROM:

Verdenia Baker, County Administrator

RE:

House Bill 7049- Publication of Advertisement and Public Notices on

Public Accessible Website

Dear Municipal and Government Unit Leaders,

As you may be aware, during the 2022 legislative session, the Florida Legislature signed House Bill 7049 ("HB7049") into law allowing governmental agencies to publish legal notices on a publicly accessible website designated by the County instead of publishing in a print newspaper under certain circumstances.

This letter is to inform you that the County has entered into an agreement with CivicPlus, LLC ("CivicPlus") as the County's designated "Publicly Accessible Website ("the Website"), and to outline the process for your agency to publish legal notices on the Website should your local governmental agency elect to do so. Your local governmental agency may be familiar with CivicPlus, the current provider of MuniCode.

# What Does HB7049 Do?1

HB7049 permits a local governmental agency, defined as a county, municipality, school board, or other local government unit or political subdivision of the state (collectively "Governmental Agency"), the option to publish legal notices on a Website owned or designated by the County instead of in a print newspaper under the following specified conditions:

- If the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper;
- A governmental agency that uses a website to publish legally required
  advertisements and public notices shall provide notice at least once per year
  in a newspaper of general circulation or another publication that is mailed or
  delivered to all residents and property owners throughout the government's
  jurisdiction, indicating that property owners and residents may receive

<sup>&</sup>lt;sup>1</sup> The following summary of the law is provided as a general overview for informational purposes only. Each agency should consult with its own counsel for specific advice as to implementation as applied to that agency.



legally required advertisements and public notices from the governmental agency by first-class mail or e-mail;

 The governmental agency shall maintain a registry of names, addresses and e-mail addresses of property owners and residents who have requested in writing that they receive legally required advertisements and public notices from the governmental agency by first-class mail or e-mail.

# • The Website:

- Must be in a searchable form;
- Must indicate date on which the advertisement of public notice was first published on the website;
- Link to advertisements and public notices published on a publicly accessible website shall be conspicuously placed on the website's homepage or on a page accessible through a direct link from the homepage.
- A governmental agency that has a governmental access channel authorized under s. 610.109 may also include on its governmental access channel a summary of all advertisements and public notices that are published on a publicly accessible website.

County's Designation of CivicPlus to Provide the Publicly Accessible Website
The Palm Beach County League of Cities, represented by Executive Director,
Richard Radcliffe, recommended to the County to implement the publicly
accessible website. Similar requests were made from other affected
governmental agencies. At the September 12, 2023 Palm Beach County Board
of County Commissioners' Meeting, the Board approved an agreement with
CivicPlus.

# Process to Publish Legal Notices on County Designated Website

- Palm Beach County has entered into an agreement with CivicPlus to host the website;
- Palm Beach County has negotiated the rates to be paid by each participating entity;
- Each participating entity will enter into a Participation Agreement with the County;
- CivicPlus will issue an "Order" outlining the rates and terms to the participating entity, only after a fully executed Participation Agreement has been delivered to CivicPlus;
- Each participating entity will make direct payments to CivicPlus;



- Each participating entity will be wholly responsible for entering and managing their public notices;
- CivicPlus will train all participating agencies

# Cost:

One-time Implementation - \$2,000 each participant

# Annual rate Yr. 1 &2

Palm Beach County -

\$18,000

Special districts; non-municipalities/constitutional offices and municipalities with pop. under 10K \$ 5,000

Municipalities:

Population: 10,000 -39,999 \$ 6,000 Population: 40,000- 89,999 \$ 7,000 Population: 90K or greater \$ 8,000

Attached please find the Palm Beach County agreement with CivicPlus, which includes the Participation Agreement that will need to be entered into by your local governmental agency.

Keep in mind that the new law does not obligate your local governmental agency to utilize the Website for publishing legal notices. It is merely an alternative to publishing in print newspapers.

Should you have questions, please do not hesitate to contact Information Systems Services Director, Archie Satchell, at <a href="mailto:asatchell@pbcgov.org">asatchell@pbcgov.org</a> or 561-355-3275.

Verdenia C. Baker County Administrator

Sincerely, Ushewa C. Baker

•

Attachment

cc:

Archie Satchell, Chief Information Officer Anne Helfant, Senior Assistant County Administrator David Behar, Assistant County Attorney II

<sup>\*</sup>Annual price increase of 3% at year 3

# R2023 1269 SEP 12 2023

# AGREEMENT BETWEEN PALM BEACH COUNTY AND CIVICPLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

This Agreement ("Agreement") is made and entered by and between Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), and CivicPlus, LLC, a Kansas limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

#### RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Pursuant to Section 50.0311, Florida Statutes, County has designated CivicPlus, LLC, as County's publicly accessible website ("Website") for publication of notices and advertisements ("Publications"), subject to the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE 1. DEFINITIONS**

- 1.1. Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. Board means the Board of County Commissioners of Palm Beach County, Florida.
- 1.3. Code means the Palm Beach County Code of Ordinances.
- 1.4. **Contract Administrator** means the Director of Records, Tax, & Treasury, the Assistant Director of Records, Tax, & Treasury, or such other person designated by the Director of Records, Tax, & Treasury in writing.
- 1.5. Governmental Agency(ies) has the meaning ascribed in Section 50.0311, Florida Statutes.
- 1.6. Notices means the publication of text or other information pursuant to an Order issued by a Governmental Agency under this Agreement.
- 1.7. Purchasing Director means County's Director of Purchasing.
- 1.8. Services means all work required of CivicPlus, LLC, under this Agreement, including without limitation all deliverables, consulting, training, project management, other services

CivicPlus Publicly Accessible Website Agreement

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specified in the Scope of Services attached as Exhibit A, and any Services procured under this Agreement pursuant to an Order.

1.9. Subcontractor means an entity or individual providing Services to County through CivicPlus, LLC. The term "Subcontractor" includes all subconsultants.

#### ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Rates
Exhibit C	Minimum Insurance Coverages
Exhibit D	Order Form
Exhibit E	Form Participation Agreement
Exhibit F	ETS Security Requirements
Exhibit G	Form Proof of Publication

## ARTICLE 3. SCOPE OF SERVICES, TRAINING, AND METHOD OF ORDERING

- 3.1. <u>Services Description</u>. CivicPlus, LLC, will provide a publicly accessible website ("Website") that complies with the requirements of Exhibit A and such additional Services as Palm Beach County may order through an appropriate Order (as defined herein). The Website will provide on-demand access to an unlimited number of users, and concurrent users, support an unlimited number of submitted Notices, and offer 24/7 access. CivicPlus, LLC, shall provide all necessary software, licensing, maintenance, and training required to deliver access to the Website for each Governmental Agency that issues an Order, and to provide public access to all Notices posted on the Website. CivicPlus, LLC, will ensure that the Website complies with all applicable Florida and federal laws, including without limitation, the relevant provisions of Chapter 50, Florida Statutes, and the Americans with Disabilities Act, 42 U.S.C. § 12101. Notwithstanding the foregoing, CivicPlus, LLC, shall not be liable for any non-compliant content of Notices, provided by County, published on the Website by or at the request of any Governmental Agencies.
- 3.2. Method of Ordering Services. A Governmental Agency may select the type, amount, and timing of Services pursuant to an order ("Order") in substantially the form attached as Exhibit D executed by Palm Beach County. Prior to accepting an Order, CivicPlus, LLC, shall ensure the applicable Palm Beach County has a Participation Agreement (sample form attached as Exhibit E) executed by County and Governmental Agency. If a Governmental Agency has a Participation Agreement executed by County, CivicPlus, LLC, shall accept all Orders issued by that Governmental Agency. CivicPlus, LLC, shall not provide any Services to a Governmental Agency pursuant to this Agreement until a Participation Agreement is on file executed by County and that Governmental Agency. For each Order accepted by CivicPlus, LLC, pursuant to this Section 3.3, CivicPlus, LLC, shall perform all Services specified therein; each Order is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by CivicPlus, LLC, impractical, illogical, illegal, or unconscionable.

CivicPlus Publicly Accessible Website Agreement	Page <b>2</b> of <b>41</b>

3.3. CivicPlus, LLC, may continually develop, alter, deliver, and provide to the Governmental Agencies ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus, LLC, reserves the right to modify the Services from time to time, provided the Services continue to provide at least the minimum functionality stated in Exhibit A. Any modifications or improvements to the Services will be provided to the Governmental Agencies at no additional charge.

#### ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. <u>Term.</u> This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for a period of two (2) years ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."
- 4.2. Extensions. County may extend this Agreement for up to three (3) additional twelve (12) month terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to CivicPlus, LLC, at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to CivicPlus, LLC, only by electronic mail shall be effective and sufficient.
- 4.3. <u>Additional Extension</u>. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to CivicPlus, LLC, at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.
- 4.4. <u>Fiscal Year</u>. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.
- 4.5. <u>Time of the Essence</u>. Time is of the essence for CivicPlus, LLC,'s performance of the duties, obligations, and responsibilities required by this Agreement. Notwithstanding the foregoing, CivicPlus, LLC, shall only be liable or responsible for delays or failures of performances caused by the action or inaction of CivicPlus, LLC.

# ARTICLE 5. RATES AND COMPENSATION

5.1. Rates. The rates for the Services to be provided to Governmental Agencies pursuant to executed Orders under this Agreement are set forth in Exhibit B (Rates).

CivicPlus Publicly Accessible Website Agreement

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- 5.2. <u>Method of Billing and Payment</u>. Payment shall be made by the Governmental Agency issuing the Order, and only for Services actually purchased pursuant to that Order, which amount shall be accepted by CivicPlus, LLC, as full compensation for all such Services.
  - 5.2.1. Unless otherwise stated in Exhibit B, CivicPlus, LLC, must submit invoices no more often than once annually, no more than ninety (90) days prior to end of the current Order term. Invoices shall identify the Order for which Services are being invoiced. Invoices shall require payment in forty-five (45) days.
  - 5.2.2. CivicPlus, LLC, must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment for such subcontracted work or supplies. CivicPlus, LLC, agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CivicPlus, LLC, demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CivicPlus, LLC, promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. CivicPlus, LLC, shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.
  - 5.2.3. CivicPlus, LLC, will be solely responsible for invoicing each Governmental Agency directly for the Services. County will not have any obligation, financial or otherwise, to either pay CivicPlus, LLC, for services provided to any Governmental Agency or to assist CivicPlus, LLC, in obtaining payment from a Governmental Agency procuring Services from CivicPlus, LLC, pursuant to this Agreement.
- 5.3. <u>Reimbursable Expenses</u>. CivicPlus, LLC, shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.
- 5.4. <u>Subcontractors</u>. CivicPlus, LLC, shall invoice Subcontractor fees only in the actual amount paid by CivicPlus, LLC, without markup or other adjustment.
- 5.5. Overcharges. If an audit reveals overcharges of any nature by CivicPlus, LLC, in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, CivicPlus, LLC, must refund the overbilled amount within forty-five (45) days after demand.

#### ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. <u>Representation of Authority</u>. CivicPlus, LLC, represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CivicPlus, LLC, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CivicPlus, LLC, has with any third party or violates Applicable Ław. CivicPlus, LLC, further represents and warrants that execution of this Agreement is within CivicPlus, LLC,'s legal powers, and each

CivicPlus Publicly Accessible Website Agreement	Page 4 of 43

individual executing this Agreement on behalf of CivicPlus, LLC, is duly authorized by all necessary and appropriate action to do so on behalf of CivicPlus, LLC, and does so with full legal authority.

- 6.2. <u>Solicitation Representations</u>. CivicPlus, LLC, represents and warrants that all statements and representations made in CivicPlus, LLC,'s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date CivicPlus, LLC, executes this Agreement, unless otherwise expressly disclosed in writing by CivicPlus, LLC.
- 6.3. <u>Contingency Fee</u>. CivicPlus, LLC, represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for CivicPlus, LLC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 6.4. <u>Truth-In-Negotiation Representation</u>. CivicPlus, LLC,'s compensation under this Agreement is based upon its representations to County, and CivicPlus, LLC, certifies that the wage rates, factual unit costs, and other information supplied to substantiate CivicPlus, LLC,'s compensation, including without limitation those made by CivicPlus, LLC, during the negotiation of this Agreement, are accurate, complete, and current as of the date CivicPlus, LLC, executes this Agreement. CivicPlus, LLC,'s compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for CivicPlus, LLC,'s compensation in this Agreement.
- 6.5. <u>Public Entity Crime Act</u>. CivicPlus, LLC, represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CivicPlus, LLC, further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CivicPlus, LLC, has been placed on the convicted vendor list.
- 6.6. <u>Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.</u> CivicPlus, LLC, represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. CivicPlus, LLC, represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. CivicPlus, LLC, represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.
- 6.7. <u>Claims Against Contractor</u>. CivicPlus, LLC, represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of CivicPlus, LLC, threatened against or affecting CivicPlus, LLC, the outcome of which may (a) affect the validity or enforceability of this Agreement,

CivicPlus Publicly Accessible Website Agreement

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- (b) materially and adversely affect the authority or ability of CivicPlus, LLC, to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of CivicPlus, LLC, or on the ability of CivicPlus, LLC, to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 6.8. <u>Verification of Employment Eligibility</u>. CivicPlus, LLC, represents that CivicPlus, LLC, and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CivicPlus, LLC, violates this section, County may immediately terminate this Agreement for cause and CivicPlus, LLC, shall be liable for all costs incurred by County due to the termination.
- 6.9. Warranty of Performance. CivicPlus, LLC, represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. CivicPlus, LLC, represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.
- 6.10. <u>Prohibited Telecommunications Equipment</u>. CivicPlus, LLC, represents and certifies that CivicPlus, LLC, and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CivicPlus, LLC, represents and certifies that CivicPlus, LLC, and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.
- 6.11. <u>Breach of Representations</u>. CivicPlus, LLC, acknowledges that County is materially relying on the representations, warranties, and certifications of CivicPlus, LLC, stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to CivicPlus, LLC,; (c) set off from any amounts due CivicPlus, LLC, the full amount of any damage incurred; and (d) debarment of CivicPlus, LLC.

#### ARTICLE 7. INDEMNIFICATION

CivicPlus, LLC, shall indemnify, hold harmless, and defend County, each Governmental Agency, and all of County's and each Governmental Agency's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all third-party causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part by any breach of this Agreement by CivicPlus, LLC, or any

CivicPlus Publicly Accessible Website. Agreement

Page 6 of 41

intentional, reckless, or negligent act or omission of CivicPlus, LLC, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, CivicPlus, LLC, shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 8. INSURANCE

- 8.1. Throughout the Term, CivicPlus, LLC, shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. CivicPlus, LLC, shall maintain insurance coverage against claims relating to any act or omission by CivicPlus, LLC, its agents, representatives, employees, or Subcontractors in connection with this Agreement. Palm Beach County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2. CivicPlus, LLC, shall ensure that "Palm Beach County" and each Governmental Agency that issues an Order is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.
- 8.3. No more than fifteen (15) days following commencement of Services, as may be requested by County, CivicPlus, LLC, shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, CivicPlus, LLC, shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 8.4. CivicPlus, LLC, shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by CivicPlus, LLC, has been completed, as determined by Contract Administrator. CivicPlus, LLC, or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- 8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- 8.6. If CivicPlus, LLC, maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by CivicPlus, LLC.

CivicPlus Publicly Accessible Website Agreement

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- 8.7. CivicPlus, LLC, shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. CivicPlus, LLC, shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require CivicPlus, LLC, to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. CivicPlus, LLC, agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and CivicPlus, LLC, agrees to obtain same in endorsements to the required policies.
- 8.8. Unless prohibited by the applicable policy, CivicPlus, LLC, waives any right to subrogation that any of CivicPlus, LLC,'s insurers may acquire against County, and agrees to obtain same in an endorsement of CivicPlus, LLC,'s insurance policies.
- 8.9. CivicPlus, LLC, shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of CivicPlus, LLC, under this article. CivicPlus, LLC, shall ensure that all such Subcontractors comply with these requirements and that "Palm Beach County" is named as an additional insured under the Subcontractors' applicable insurance policies. CivicPlus, LLC, shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.
- 8.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, CivicPlus, LLC, must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

## **ARTICLE 9. TERMINATION**

9.1. <u>Termination for Cause</u>. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, CivicPlus, LLC,'s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2

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effective thirty (30) days after such notice was provided and CivicPlus, LLC, shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

- 9.2. <u>Termination for Convenience</u>; <u>Other Termination</u>. This Agreement may also be terminated for convenience by the County with at least thirty (30) days advance written notice to CivicPlus, LLC. CivicPlus, LLC, acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to CivicPlus, LLC, of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, CivicPlus, LLC, shall be paid for any Services performed through the termination date specified in the written notice of termination, and County shall have no further obligation to pay CivicPlus, LLC, for Services under this Agreement.
- 9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.
- 9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

#### 9.5. Termination of Orders.

- 9.5.1. Termination of Orders for Cause. An Order may be terminated for cause by CivicPlus, LLC, or by the applicable Governmental Agency if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. An Order may be terminated for cause by Governmental Agency for reasons including, but not limited to, CivicPlus, LLC,'s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in an Order, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.
- 9.5.2. <u>Termination of Orders for Reasons Other than Cause</u>. An Order may also be terminated by CivicPlus, LLC, or by the applicable Governmental Agency with at least sixty (60) days advance written notice to the other party. The terminating party acknowledges that it has received good, valuable, and sufficient consideration for the other party's right to terminate an Order for convenience including in the form of the other party's obligation to provide advance notice of such termination in accordance with this section. If an Order is terminated by Governmental Agency pursuant to this section, CivicPlus, LLC, shall be gaid for any Services performed through the termination date specified in the written notice of termination, CivicPlus, LLC, will provide a pro-rata refund of any prepaid annual fees for the terminated Services that were not provided, excluding any

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Implementation Fee which is non-refundable, and Governmental Agency shall have no further obligation to pay CivicPlus, LLC, for Services under that Order.

9.5.3. Notice of termination of an Order shall be provided in accordance with the "Notices" section of this Agreement to the addresses listed on the Order.

#### ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CivicPlus, LLC, shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2. By January 1 of each year, CivicPlus, LLC, must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available http://www.pbcgov.org/oebo, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

#### ARTICLE 11. MISCELLANEOUS

#### 11.1. Contract Administrator Authority.

- 11.1.1. County Contract Administrator. The Contract Administrator is authorized to coordinate and communicate with CivicPlus, LLC, to manage and supervise the performance of this Agreement. CivicPlus, LLC, acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Palm Beach County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Palm Beach County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 11.1.2. Governmental Agency Contract Manager. Governmental Agency may appoint a Contract (Manager that is authorized to coordinate and communicate with CivicPlus, LLC, to manage and supervise the performance of its Order(s). CivicPlus, LLC, acknowledges that the Governmental Agency Contract Manager has no authority to modify this Agreement, and only has authority over Order(s) issued by that Governmental Agency and not over Order(s) issued by any other Governmental Agency.

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- 11.2. <u>Public Records</u>. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If CivicPlus, LLC, is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CivicPlus, LLC, shall:
  - 11.2.1. Keep and maintain public records required by County to perform the Services;
  - 11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
  - 11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
  - 11.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of CivicPlus, LLC, or keep and maintain public records required by County to perform the services. If CivicPlus, LLC, transfers the records to County, CivicPlus, LLC, shall destroy any duplicate public records that are exempt or confidential and exempt. If CivicPlus, LLC, keeps and maintains the public records, CivicPlus, LLC, shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If CivicPlus, LLC, receives a request for public records regarding this Agreement or the Services, CivicPlus, LLC, must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

CivicPlus, LLC, must separately submit and conspicuously label as "RESTRICTED MATERIAL — DO NOT PRODUCE" any material (a) that CivicPlus, LLC, contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which CivicPlus, LLC, asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, CivicPlus, LLC, must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, CivicPlus, LLC, must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by CivicPlus, LLC, as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by CivicPlus, LLC,, or the claimed exemption is waived. Any failure by CivicPlus, ŁLC, to strictly comply with

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the requirements of this section shall constitute CivicPlus, ŁLC, 's waiver of County's obligation to treat the records as Restricted Material. CivicPlus, ŁLC, must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CIVICPLUS, LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIVICPLUS LLC,'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC AFFAIRS DEPARTMENT AT 561-355-6680, recordsrequest@pbcgov.org, 301 N. OLIVE AVENUE, WEST PARM BEACH FL, 33401.

11.3. Audit Rights and Retention of Records. County and Governmental Agency shall have the right to audit the books, records, and accounts of CivicPlus, LLC, and all Subcontractors that are related to this Agreement. CivicPlus, LLC, and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CivicPlus, LLC, and all Subcontractors shall make same available in written form at no cost to County or Governmental Agency. CivicPlus, LLC, shall provide County and Governmental Agency with reasonable access to CivicPlus, LLC's, facilities, and County or Governmental Agency shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

CivicPlus, LLC, and all Subcontractors shall preserve and make available, at reasonable times within Palm Beach County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and CivicPlus, LLC, expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). CivicPlus, LLC, hereby grants County the right to conduct such audit or review at CivicPlus, LLC,'s place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. CivicPlus, LLC, shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by CivicPlus, LLC, in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, CivicPlus, LLC, shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to CivicPlus, LLC.

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CivicPlus, LLC, shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

- 11.4. <u>Independent Contractor</u>. CivicPlus, LLC, is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither CivicPlus, LLC, nor its agents shall act as officers, employees, or agents of County. CivicPlus, LLC, shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 11.5. <u>Regulatory Capacity</u>. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 11.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement or an Order, nothing herein is intended to serve as a waiver of sovereign immunity by County or a Governmental Agency nor shall anything included herein be construed as consent by County or a Governmental Agency to be sued by third parties in any matter arising out of this Agreement.
- 11.7. Third-Party Beneficiaries. Any Governmental Agency that has executed a Participation Agreement and an Order is expressly made a third-party beneficiary of this Agreement with full power and authority to enforce this Agreement to the same effect as if it had expressly been made a party hereto. Other than a Governmental Agency with an executed Participation Agreement and at least one Order, neither CivicPlus, LLC, nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 11.8. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for CivicPlus, LLC. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

## FOR COUNTY:

Board of County Commissioners
Palm Beach County Finance Dept.
P. O. Box 4036
West Palm Beach, FL 33402-4036
Email address: payables@mypalmbeachderk.com

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FOR CONTRACTOR:

CivicPlus, LLC Attn: Contract Manager 302 S. 4<sup>th</sup> Street, Ste 500 Manhattan, KS 66502

Email address: contracts@civicplus.com

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- 11.9. <u>Assignment</u>. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CivicPlus, LLC, without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. The county reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.
- 11.10. <u>Conflicts</u>. Neither CivicPlus, LLC, nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CivicPlus, LLC's, loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of the CivicPlus, LLC's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or CivicPlus, LLC, is not a party unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude the CivicPlus, LLC, or any persons in any way from representing themselves, including giving expert testimony in support of such representation in any action or in any administrative or legal proceeding. If the CivicPlus, LLC, is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, CivicPlus, LLC, shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CivicPlus, LLC.
- 11.11. <u>Materiality and Waiver of Breach</u>. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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- 11.12. <u>Compliance with Laws</u>. CivicPlus, LLC, and the Services must comply with all Applicable Laws, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 11.13. <u>Severability</u>. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
- 11.14. <u>Joint Preparation</u>. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.
- 11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days unless otherwise expressly stated. Any reference to approval by County shall require approval in writing unless otherwise expressly stated.
- 11.16. <u>Priority of Provisions</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement, or any Order, and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
- 11.17. Law, Jurisdiction, Venue, Walver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 11.18. <u>Amendments</u>. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and CivicPlus, LLC.
- 11.19. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

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contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

## 11.20. Payable Interest.

- 11.20.1. <u>Payment of Interest.</u> Unless prohibited by Applicable Law, Governmental Agency shall not be liable for interest to CivicPlus, LLC, for any reason, whether as prejudgment interest or for any other purpose, and CivicPlus, LLC, waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.
- 11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Governmental Agency under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 11.21. <u>Incorporation by Reference</u>. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 11.22. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 11.23. <u>Use of County Name or Logo</u>. CivicPlus, LLC, shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 11.24. <u>Drug-Free Workplace</u>. If required under Section 21.23(f), Palm Beach County Administrative Code, or Section 287.087, Florida Statutes, CivicPlus, LLC, certifies that it has and will maintain a drug-free workplace program throughout the Term.
- 11.25. <u>Polystyrene Food Service Articles</u>. CivicPlus, LLC, shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Palm Beach County Administrative Code.
- 11.26. <u>Additional Security Requirements</u>. CivicPlus, LLC, shall comply with the ETS Security Requirements attached hereto as Exhibit F, which shall be applicable to the Website and all Services provided pursuant to Orders issued under this Agreement.

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11.27. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, f.S., in the same manner as a second degree misdemeanor.

11.28. CRIMINAL HISTORY RECORDS CHECK ORDINANCERIMINAL HISTORY RECORDS CHECK ORDINANCE CivicPlus, LLC, CivicPlus, LLC's employees, subcontractors of CivicPlus, LLC and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 · 2 377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CII Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. CivicPlus, LLC is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance, Further, CivicPlus, LLC acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

IN WITHES WHEREOF the Parties beste have made or	nd avagues debie Apragments
IN WITNESS WHEREOF, the Parties hereto have made as PALM BEACH COUNTY, through its BOARD OF COUNTY (	•
Mayor authorized to execute same by Board action on t	
LLC, signing by and through its	duly authorized to execute same.
R2023 1269 COUNTY	
PALM BEACH COUNTY, by and	
through its County Commissioners	
By: Gregg Weiss, Ram Beach County Mayor	
12 day of Septe-ber, 2023	
By: arme Telegrat 9/5/23	
Anne Helfant (Date)	
Senior Assistant County Attorney Legal Sufficiency	
By:	
Archie Satchell (Date)	
Chief Information Officer	
Terms and Conditions	
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# AGREEMENT BETWEEN PALM BEACH COUNTY AND CIVICPLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

# CONTRACTOR

CIVICPLUS, LLC
By: <u>(lita lond</u> Authorized Signer
Amy Vikander, Senior VP of Customer Success
Print Name and Title
28 <u>day of June</u> , 2023
WITNESS:
DIX.
By: T. J. Perme
Signature /
Phillip Devine

Print Name of Witness

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# Exhibit A Scope of Services

CivicPlus, LLC, shall provide a Website utilizing its CivicPlus Optimize Product, which shall include the following:

Quantity	Product Name	Description	Product Type
1.00	Process Automation Premium	Process Automation Premium	Renewable
	Package	Package	
1.00	Forms & Apps	Forms & Apps	Renewable
1.00	Data Manager Module	Data Manager Module	Renewable
1.00	OB Connectors, PA	OB Connectors, PA	Renewable
1.00	Workflow & Approvals Module	Workflow & Approvals Module	Renewable
1.00	Process Automation	CivicPlus, LLC,'s team will document process workflow and work with Governmental Agencies to build, configure, and style the Website.	One-time

CivicPlus, LLC, shall submit final Website design and layout to County's Contract Administrator for approval. Website shall not "go-live" to the public or be useable by Governmental Agencies for publication of Notices until County's Contract Administrator has issued written approval of the final Website design and layout. CivicPlus, LLC, shall be the sole owner of the URL, domain, and Website, and the Parties agree that County is simply designating Website as its publicly accessible website pursuant to this Agreement.

Website Requirements. The Website must provide at least the following functionality:

- a. All text must be machine-readable.
- Notices must be searchable by any available criteria, including but not limited to, agency, date of publication, key word, title, and category (e.g., procurement, land use, etc.).
- c. Notices must indicate the date the Notice was first published on the Website.
- d. The Website must offer Governmental Agencies the ability to link procurement notices to external websites.
- The Website must be capable of generating an affidavit of proof of publication form consistent with Section 50.041, Florida Statutes, in a form substantially similar to Exhibit
- f. The Website must provide the ability to attach a PDF (or other document format) as part of the Notice.

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- g. The Website must provide the ability to create templates to facilitate the creation and distribution of specific Notices,
- h. The Website must provide the public the ability to request mail or e-mail notification of the applicable Governmental Agency of any/all Notices published by that Governmental Agency to the Website provide notice to each applicable Governmental Agency of all such requests, and provide the ability for the applicable Governmental Agency to download a registry of the names, addresses, and e-mail addresses of persons who have submitted such requests.
- i. For Notices by e-mail, the Website will autogenerate and send the Notices once published by Governmental Agency. For Notices by first-class mail, the participating Governmental Agency will be responsible for mailing applicable Notices.
- j. The Website must be responsive in design and able to function on desktops, tablets, and mobile web browsers and platforms, including compatibility with Edge, Chrome, Safari, Firefox, and all current browsers on Microsoft (Windows), Google (Chrome, Android), and Apple operating systems, and future web browsers and platforms that may become available.

<u>Training Requirements</u>. CivicPlus, LLC, shall provide a quarterly training session open to all Governmental Agencies that have issued executed a Participation Agreement. As part of this training, CivicPlus, LLC, shall provide updates regarding CivicPlus, LLC,'s product road map, new features, and functionalities. The quarterly training date shall be announced no less than thirty (30) days before the training date. The training(s) may be held at a location within Palm Beach County or online, as designated by CivicPlus, LLC, subject to County approval.

<u>Project Schedule: Go-Live Date.</u> CivicPlus, LLC, shall complete all Website design, configuration, testing, and other required preparatory activity to enable Governmental Agencies access to the Website for the publication of Notices no later than 60 days after the execution of the first Participation Agreement under this Agreement.

## Contractor Support.

- a. CivicPlus, LLC, will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
- b. CivicPlus, LLC, provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software coderelated errors, and proactively identify potential systems issues. CivicPlus, LLC,'s support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes,

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- CivicPlus, ELC,'s support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Governmental Agency delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
- c. CivicPlus, LLC,'s support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en\_us/requests/new). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Governmental Agency at the time of the request and will be subject to Governmental Agency acceptance and invoiced the next business day following the non-emergency support. CivicPlus, LLC, shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any Order.
- d. If a reported problem cannot be solved during the first support interaction, Governmental Agency will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus, LLC, is not responsible.

<u>Warranty</u>. CivicPlus, LLC, warrants that the Services and Website will perform substantially in accordance with CivicPlus, LLC,'s documentation and marketing proposals, and free of any material defect. CivicPlus, LLC, warrants to the Governmental Agency that, upon notice given to CivicPlus, LLC, of any defect in design or fault or improper workmanship, CivicPlus, LLC, will remedy any such defect. CivicPlus, LLC, makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, LLC, even in a situation where CivicPlus, LLC, approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus, LLC.

## Exhibit B Rates

The following rates apply to all Orders issued pursuant to this Agreement:

	One-Time Implementation	Annual - Year 1	TOTAL - Year 1
Tier 5: Palm Beach County	\$2,000	\$18,000	\$20,000
Tier 4: Municipality with Population = 90,000 or greater	\$2,000	\$8,000	\$10,000
Tier 3: Municipality with Population = 40,000 89,999	- \$2,000	\$7,000	\$9,000
Tier 2: Municipality with Population = 10,000 39,999	\$2,000	\$6,000	\$8,000
Tier 1: Municipality with Population = 9,999 or fewer	\$2,000	\$5,000	\$7,000
Tier 0: Special District/Non- Municipal/Constitutional Officer	\$2,000	\$5,000	\$7,000

<u>Early Adopter Incentive</u>. Governmental Agencies that execute a Participation Agreement and an Order prior to December 31, 2023, will receive a 100% waiver of one-time implementation fees.

<u>Annual Price Adjustment</u>. The Annual Rates shown in this Exhibit B will increase by 3% annually, beginning on the first anniversary of the Effective Date of this Agreement and each anniversary thereafter.

\*Year 1 means the time period from the Effective Date of this Agreement and continuing for a period of twelve months. Governmental Agencies will be charged the then-current Annual Rate effective as of the date of their Order and each anniversary thereof.

# Exhibit C Minimum Insurance Requirements

## ARTICLE - INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, at least the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by the CONTRACTOR, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. <u>Commercial General Liability</u>: The CONTRACTOR shall maintain Commercial General Liability insurance at a limit of liability not less than \$1,000,000 combined single limit for property damage and bodily injury each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
  - Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- B. <u>Business Auto Liability</u>: The CONTRACTOR shall maintain Business Auto Liability insurance at a limit of liability not less than \$500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy.
- C. Workers' Compensation Insurance & Employer's Liability: The CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. Cyber Liability/Technology Errors & Omissions: CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate. The Parties hereby acknowledge and agree CONTRACTOR shall not be switched to a "Claims-made" basis during the term of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims made" form
- E. <u>Waiver of Subrogation</u>: Except where prohibited by law, the CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required

CivicPlus Publicly Accessible Website Agreement

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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 the CONTRACTOR shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

F. <u>Certificate(s) of Insurance</u>: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract, the CONTRACTOR shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners,

And may be addressed:

c/o Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.

G. <u>Right to Revise or Reject</u>: COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract.

CivicPlus Publicly Accessible Website Agreement

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#### Exhibit D

#### Governmental Agency Order CivicPlus, LLC Publicly Accessible Website Agreement

This Order is between Palm Beach County ("Governmental Agency") and CivicPlus, LLC ("Contractor" or "CivicPlus") pursuant to CivicPlus, LLC,'s Agreement with Palm Beach County.

CivicPlus, LLC, affirms that the representations and warranties in the Agreement are true are correct as of the date this Order is executed by CivicPlus, LLC. In the event of any inconsistent between this Order and the Agreement, the provisions of the Agreement shall govern are control.					
Services to be provided pursuant to this Order: [COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]					
The time period for this Order, unless otherwise extended or terminated by either party, is as follows:					
The total fee for this Order is as follows: \${ } ( <u>"To</u> tal Fee"), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.					
Governmental Agency shall pay CivicPlus, LLC, within forty-five (45) days after receipt of CivicPlus, LLC,'s proper invoice.					
a. Form of Notice. Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.  b. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.  c. Notices. Any Notices shall be provided in accordance with the "Notices" section of the Agreement at the address for CivicPlus, LLC, listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.  d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:					
CivicPlus Publicly Accessible Website Agreement Page 25 of 41					

#### Limitation of Liability.

- a. CivicPlus' liability arising out of or related to this Order, will not exceed \$300,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.
- b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.
- c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.
- d. Notwithstanding the foregoing, CivicPlus' liability arising out of or related to this Order for the gross negligence of CivicPlus shall not exceed the insurance limits available to CivicPlus at the time such claim is made.

#### Warranties and Disclaimer.

- a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
- d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

#### Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services

CivicPlus Publicly Accessible Website Agreement

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Item #6.

("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content"). Page 27 of 41 CivicPlus Publicly Accessible Website Agreement

Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including "framing" or "mirroring" any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

- b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.
- c. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center." CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.
- d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the "Feedback"). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.
- e. Upon completion of the Initial Implementation and go-five date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.
- f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

#### Responsibilities of the Parties.

- a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.
- b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.
- c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
- d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.
- e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at <a href="https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy">https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy</a>.

#### Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at <a href="https://www.civicplus.com/privacy-policy">https://www.civicplus.com/privacy-policy</a>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

CivicPlus Publicly Accessible Website Agreement

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Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

- b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's sateguards for the protection and the security and confidentiality of Governmental Agency's data.
- c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.
- d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

**GOVERNMENTAL AGENCY NAME** ATTEST: **Purchasing Director** Print Name \_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_ I HEREBY CERTIFY that I have approved this Order as to form and legal sufficiency subject to execution by the Parties: Senior Assistant County Attorney Contractor Signature Title Print/Type Name Form Participation Agreement for Website Publications Page 31 of 41

#### Exhibit E

#### Form Participation Agreement for Publication of Legal Notices on County Designated Publicly Accessible Website

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and \_\_\_\_\_\_\_, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

#### RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated CivicPlus, LLC ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Recitals.</u> The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. <u>Designation of Website</u>. County has entered into an agreement with Website ("Website Contract") for Publications. At any time, upon at least ninety (90) days' prior written notice to Local Government in accordance with the Notices section of this Participation Agreement, County may designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Any such new designation shall be automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.
- <u>Utilization of Website</u>. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by

Form Participation Agreement for Website Publications

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Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it will not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

- 4. <u>Term.</u> The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.
- 5. <u>Compliance with Notice Requirements</u>. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.
- 6. <u>County Actions are Ministerial</u>. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County, and that any and all actions of County in conjunction with or relating to the designation of the Website for use by Local Government are, and shall be construed at all times as, purely ministerial acts.
- 7. Costs and Payment. Local Government is solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access.
- 8. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

Form Participation Agreement for Website Publications

- 9. <u>Indemnification</u>. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.
- 10. <u>Termination</u>. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party. This Participation Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. In addition, if the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 11. <u>Notices</u>. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

#### FOR COUNTY:

Palm Beach County Purchasing Department Attn: Purchasing Director 50 South Military Trail West Palm Beach, Florida 33415

#### FOR LOCAL GOVERNMENT:

Board of County Commissioners, Palm Beach County Information Systems Services Attn: Chief Information Officer 301 North Olive Avenue, 8<sup>th</sup> Floor West Palm Beach, Florida 33401

12. <u>Prior Agreements.</u> This Participation Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All Form Participation Agreement for Website Publications

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commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

- 13. <u>Assignment.</u> Neither this Participation Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.
- 14. <u>Interpretation</u>. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 15. <u>Third-Party Beneficiaries</u>. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.
- 16. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Southern District of Florida. EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.
- 17. <u>Amendments.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.
- 18. <u>Representation of Authority</u>. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

Form Participation Agreement for Website Publications

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- 19. <u>Counterparts and Multiple Originals</u>. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.
- 20. <u>Materiality and Waiver or Breach</u>. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement.
- 21. <u>Compliance with Laws</u>. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

Form Participation Agreement for Website Publications

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enior As:	sistant County Atl	torney					
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	rmation Officer	, ,					
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	ebsite Form Partic	ipation Agre	eement				
	icipation Agreem	ant far Wah	cita Dublica	ations		Page 37	of 41

#### FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE

#### LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME			
	By:Purchasing D	Ura at	
	Print Name		<del></del>
	day of	, 20	
I HEREBY CERTIFY that I have approved to Participation Agreement as to form and le sufficiency subject to execution by Parties:	gal		
County Attorney			
Form Participation Agreement for Website	Publications		Page <b>38</b> of <b>41</b>

#### Exhibit F ETS Security Requirements – Low Risk

Solicitation Title:

CivicOptimize Publicly Access Website Designation

#### Definitions.

"Equipment" means the hardware being provided by CivicPlus, LLC, under the Agreement.

"Software" means software provided or licensed by CivicPlus, LLC, pursuant to the Agreement or an Order, including software-as-a-service ("SaaS") products.

"CivicPlus, LLC, Platform" means the web-based platform on which CivicPlus, LLC, provides any SaaS or hosting Services under the Agreement or an Order, including any system or other solution that stores, hosts, or transmits County or Governmental Agency data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

<u>Software Installed in County's Network</u>. To the extent CivicPlus, LLC, provides any Software to be installed in County's network, CivicPlus, LLC, must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or CivicPlus, LLC, platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if CivicPlus, LLC, is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from CivicPlus, LLC,'s or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or

Form Participation Agreement for Website Publications

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- current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent CivicPlus, LLC, is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement or an Order, CivicPlus, LLC, must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County or Governmental Agency and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, and disclose any default accounts or backdoors that exist for access to County or Governmental Agency's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, within thirty (30) days after identification of a new critical or high security vulnerability and notify County or Governmental Agency of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported or Governmental Agency-supported and approved operating systems and firmware versions;
- (e) upon request by County or Governmental Agency, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from CivicPlus, LLC,'s or the original Equipment manufacturer's website; and
- (h) (for OEMs only) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

SaaS or Hosting Services. CivicPlus, LLC, must use reasonable efforts to immediately notify County and the applicable Governmental Agency of any information security breach or unauthorized access or modification of County or Governmental Agency data.

Form Participation Agreement for Website Publications

Page 40 of 41

#### Exhibit G Form Proof of Publication

STATE OF FLORIDA COUNTY OF PALM BEACH

Before the undersigned authority personally appeared (name), who on oath states that he or she is of Palm Beach County, Florida; that the attached copy of advertisement being a (insert

description) in the matter of (insert caption) in the (insert court) Court, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of (insert info) on (insert date). Affiant further says that the website or newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes. Sworn to and subscribed before me by means of a physical presence or a online notarization, (SEAL) Notary Public, State of Florida Commission Expires: (date or apply stamp) Personally Known OR Produced Identification Type of Identification Produced: \_ STATE OF FLORIDA, COUNTY OF PALM BEACH I, JOSEPH ABRUZZO, Clark of the Circuit Court & Comptroller certify this to be a test of the original filed in my of Form Participation Agreement for Website Publications Page 41 of 41



Meeting Name: Town Council Meeting

Meeting Date: October 27, 2023

Prepared By: Michael Ventura

Item Title: Asset Disposals

#### **DISCUSSION:**

Per the Town's Accounting Manual Fixed Assets Disposals are to be recorded in the minutes of a regularly scheduled meeting of the Town Council.

#### **RECOMMENDATION:**

Staff recommends the Town Council consider a motion to approve disposals on the Consent Agenda.

Items for Disposal:

2015 Ford Taurus (Vin Ending in 3108) Insurance Claim Public Works Yamaha UTV (Vin Ending in 0969) – Beyond useful life (rusted out frame)



Meeting Name: Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** M. Ventura, Finance Director

**Item Title:** Monthly Balance Sheets

#### **DISCUSSION:**

Please find attached the monthly balance sheets for your review.

#### **RECOMMENDATION:**

This is an informational report to council only and no action is required.

#### TOWN OF JUNO BEACH FISCAL YEAR ENDING SEPTEMBER 30, 2023

1				
2	GENERAL FUND	Amended	Actual	
3		FISCAL YEAR	YTD 9/30/23	Difference
4	REVENUES	<u>2022-2023</u>		
5	Ad Valorem Taxes	\$3,401,989	\$3,391,240	\$10,749
6	Local Option, Use & Fuel Taxes	57,283	54,690	\$2,593
7	One-Cent Discretionary Surtax	305,851	316,331	(\$10,480)
8	Utility Services Taxes	896,364	911,293	(\$14,929)
9	Local Business Tax	70,000	94,153	(\$24,153)
10	Building Permits	1,740,000	2,920,694	(\$1,180,694)
11	Franchise Fees	97,500	39,618	\$57,882
12	Permits, Fees & Special Assessments	156,450	191,215	(\$34,765)
13	Grants	1,441,750	9,393	\$1,432,357
14	Intergovernmental Revenue	497,249	665,224	(\$167,975)
15	Charges for Services	42,000	72,000	(\$30,000)
16	Fines and Forfeitures	25,500	21,681	\$3,819
17	Investment Earnings	117,500	469,615	(\$352,115)
18	Miscellaneous	123,050	132,059	(\$9,009)
19	From Impact Fees-Restricted	40,000	0	\$40,000
20	From Forfeiture Fund-Restricted	10,000	0	\$10,000
22	From Contributions-Restricted	18,200	0	\$18,200
23	From One-Cent Surtax-Restricted	575,899	0	\$575,899
24	From Assigned Fund Balance	222,256	0	\$222,256
25	From Unassigned Fund Balance	<u>2,763,542</u>	<u>0</u>	\$2,763,542
26	TOTAL DEVENUES	¢40 600 202	¢0 200 20 <del>7</del>	¢2 242 476
27 28	TOTAL REVENUES	<u>\$12,602,383</u>	<u>\$9,289,207</u>	<u>\$3,313,176</u>
28	EXPENDITURES BY DEPARTMENT			
3U	EXI ENDITORES DI DEI ARTIMENT			
31	<u>LEGISLATIVE</u>			
32	Salaries	\$16,200	\$12,000	\$4,200
33	Employee Benefits	1,239	918	\$321
34	Operating Expenses	<u>12,500</u>	<u>5,787</u>	\$6,713
	TOTAL LEGICLATIVE	00.000	40.705	44.004
36	TOTAL LEGISLATIVE	29,939	18,705	11,234
37	FINANCE & ADMINISTRATION			
38	FINANCE & ADMINISTRATION	700 440	700 444	20,020
39	Salaries	728,449	702,411	26,038
40	Employee Benefits	224,150	204,033	20,117
41	Professional Fees	134,500	122,864	11,636
42	Operating Expenses	155,900	140,039	15,861
43 44	Capital Outlay	<u>25,880</u>	<u>0</u>	25,880
44 45	TOTAL FINANCE & ADMINISTRATION	1,268,879	1,169,347	99,532
45	TOTAL FINANCE & ADMINISTRATION	1,200,019	1,105,347	99,002

49

Item #8.

### TOWN OF JUNO BEACH FISCAL YEAR ENDING SEPTEMBER 30, 2023

54		FISCAL YEAR	Actual	Difference
55	COMPREHENSIVE PLANNING	<u>2022-2023</u>	YTD 9/30/23	
56	Salaries	440,126	427,641	12,485
57	Employee Benefits	136,876	121,580	15,296
58	Professional Fees	1,286,000	1,151,656	134,344
59	Operating Expenses	65,556	64,254	1,302
60	Capital Outlay	<u>7,500</u>	<u>0</u>	7,500
61	TOTAL COMPREHENSIVE BLANKING	4 000 050	4 505 400	450.005
62	TOTAL COMPREHENSIVE PLANNING	1,936,058	1,765,132	170,927
63	LAW ENFORCEMENT			
	LAW ENFORCEMENT	4 044 040	4 007 074	400.074
65	Salaries	1,811,248	1,687,874	123,374
66	Employee Benefits	830,903	788,000	42,903
	Professional Fees	37,700	25,548	12,152
68	Operating Expenses	382,985	371,421	11,564
69	Capital Outlay	<u>205,000</u>	<u>47,884</u>	157,116
70	TOTAL LAW ENCOPOEMENT	0.007.000	0.000.707	0.47.400
71	TOTAL LAW ENFORCEMENT	3,267,836	2,920,727	347,109
72	DUDI IC WODKS			
73	PUBLIC WORKS	202 044	220 200	20.024
74		362,611	326,380	36,231
75	Employee Benefits	123,210	107,861	15,349
76	Professional Fees	5,000	1,914	3,086
77	Operating Expenses	472,007	464,388	7,619
78	Capital Outlay	<u>4,366,048</u>	<u>1,611,360</u>	2,754,688
79 80	TOTAL PUBLIC WORKS	5,328,876	2,511,903	2,816,973
81		0,020,010	2,011,000	2,010,010
82	GENERAL GOVERNMENT			
	Insurance	279,500	287,296	(7,796)
84	Town Debt Service	0	,	) O
	Contingency	<u>491,295</u>	<u>0</u>	491,295
86			_	·
87	TOTAL GENERAL GOVERNMENT	770,795	287,296	483,499
88		·	•	·
89				
90	TOTAL EXPENDITURES	<u>\$12,602,383</u>	<u>\$8,673,110</u>	\$3,929,272
91		<del></del> _	<del></del>	
92	Net Income YTD	<u>\$0</u>	<u>\$616,097</u>	

Balance Sheet Report for Fiscal YE 9/30/2023

	Description	Account Balance
Assets	Total Assets	11,954,088.22
<u>10101</u>	CASH ON HAND	(42,734.06)
<u>10102</u>	PAYROLL CHECKING	1,000.00
<u>10106</u>	CREDIT CARD ACCOUNT	385,741.16
<u>10201</u>	PETTY CASH	600.00
10202	PETTY CASH-PD	250.00
<u>10410</u>	WELLS FARGO-MM SWEEP	888,489.39
10412	MONEY MARKET	2,566,459.09
10420	POOLED CASH-STATE BOARD OF ADM	1,138,192.46
<u>10421</u>	FL PALM INVESTMENT	3,095,468.94
<u>10424</u>	FMIT-0-2 HQ BOND FUND	229,699.32
10425	FMIT-1-3 HQ S/T BOND FUND	435,962.55
<u>10426</u>	FMIT-INTERMEDIATE TERM BOND FD	522,966.53
10435	CERTIFICATES OF DEPOSIT	2,542,442.70
<u>11510</u>	ACCOUNTS RECEIVABLE	(1,145.94)
<u>11590</u>	AR-RETIREE INSURANCES	(11.24)
<u>13501</u>	ACCRUED INTEREST RECEIVABLE	116,108.48
<u>15500</u>	PREPAID EXPENSES	74,598.84
Liabilities	Total Liabilities	(964,130.30)
<u>20200</u>	ACCOUNTS PAYABLE	(677,832.82)
<u>20205</u>	FRIENDS OF THE ARTS	(3,467.10)
<u>20206</u>	HISTORICAL SOCIETY	(877.56)
<u>20210</u>	PENSION PAYABLE-FRS	(49,743.18)
<u>20241</u>	125-CAFE HEALTH INSURANCE	321.46
20242	125-HEALTH FSA	10,577.47
20245	ALLSTATE VOLUNTARY INSURANCES	(0.76)
20250	125-VISION INSURANCE	1.32
20295	PD-TAKE HOME CAR	(1,935.00)
<u>20810</u>	DUE TO PALM BEACH COUNTY	(5,579.09)
20830	DUE TO STATE-BLDG PERMIT FEES	(27,610.24)
<u>21700</u>	WITHHOLDING TAXES	(7,743.94)
<u>21720</u>	SOCIAL SECURITY TAXES	(21,753.26)
22300	UNEARNED REVENUE	(178,487.60)
	Total Fund Balance	(10,989,957.92)
<u>17100</u>	ESTIMATED REVENUES	12,602,383.00
<u>17200</u>	REVENUE CONTROL	(9,151,075.50)
<u>24100</u>	APPROPRIATIONS CONTROL	(12,602,383.00)
<u>24200</u>	EXPENDITURE CONTROL	8,673,110.37
<u>24500</u>	RESERVE FOR ENCUMBRANCE	(357,239.30)
<u>28000</u>	NON-SPENDABLE PREPAID ITEMS	(96,696.69)
<u>28100</u>	RESTRICTED-IMPACT FEES	(75,645.20)
<u>28101</u>	RESTRICTED-IMPACT FEE LE	(8,154.21)
<u>28102</u>	RESTRICTED-CAPITAL PROJECTS	(23,562.39)
<u>28103</u>	RESTRICTED ONE-CENT SURTAX	(943,638.42)
<u>28115</u>	BUILDING CODE ENFORCEMENT	(883,468.24)
<u>28120</u>	RESTRICTED-LAW ENFORCEMENT	(13,581.25)
<u>28121</u>	RESTRICTED-STATE/LOCAL FORFEIT	(112,146.47)
<u>28300</u>	ASSIGNED-SUBSEQUENT YEAR	(825,000.00)
<u>28400</u>	UNASSIGNED-FUND BALANCE	(7,116,445.20)
<u>28410</u>	UNASSIGNED-CONTRIBUTIONS	(56,415.42)
	Total Liabilities + Fund Balance	(11,954,088.22)



**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

Prepared By: F. Davila/D. Dyess

**Item Title:** Consider Code Enforcement Fine/Lien Reduction

#### **DISCUSSION:**

The subject property is a single-family residential property located at 13757 Cocoanut Avenue. The Property Owners of Record are Jared C. Thomas, Susan Thomas, and Norman H. Thomas.

For the Town Council's review, attached is a summary of code enforcement cases regarding the subject property dating back to 2013. Please note that all of the violations were for "work without a Juno Beach Building Permit."

In January, 2022, the Town issued a Notice of Violation (NOV) and Notice of Hearing (NOH) to the property owners (Case No. 22-01-2) for conducting interior renovations, including relocation and installation of windows and sliding glass doors, demolition of existing wall, electrical updates, etc. without first applying for and obtaining a Juno Beach Building Permit.

In August, 2022, the Town issued a Notice of Repeat Violation (NORV) and an NOH to the property owners (Case no. 22-08-71) for continuing to conduct interior renovation work (although there was a stop work order on the property) without a Juno Beach Building Permit.

In January, 2023, the Town issued another NOV and NOH to the property owners (Case No. 23-01-01) for an interior kitchen remodel without a Juno Beach Building Permit.

Please note that all three cases were sent to the Town Special Magistrate, where the property owners had an opportunity to present their case. On all three cases, the Special Magistrate found the property owners in violation of work being performed without a Juno Beach Building Permit as required by Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances. In addition, the Special Magistrate also found the property owners in violation of Section 2-212 of the Town of Juno Beach Code of Ordinances and Section 162.04(5), Florida Statutes (repeat violation). A copy of the Special Magistrate Order for each case is attached for Council's review.

Within the Special Magistrate's Order, and due to the property owners being found in violation, the Special Magistrate imposed the following fines for each of the cases:

• Case No. 22-01-2

Fine(s) imposed –

**\$250.00 per day,** beginning February 24, 2022, until a properly completed Town of Juno Beach Building Permit, is submitted to the Town for the interior renovation work determined by the Town to require such a permit.

**\$250.00 per day,** beginning on the date the Town issues the owner a building permit for such work, and continuing from such date until the date all inspections are passed and all permits are closed.

Costs incurred by the Town –

\$1,246.36 was ordered to be paid to reimburse the Town for its costs incurred for prosecuting the case. The fees include the time of the Special Magistrate and Town Staff.

#### Fines/Costs breakdown –

\$45,246.36	Certified at August 18, 2022 Special Magistrate Hearing (\$44,000 for fines, and
	\$1,246.36 for costs incurred by the Town)
\$40,250.00	Certified at January 26, 2023 Special Magistrate Hearing
\$8,750.00	Additional Fines Ending on Compliance Date
\$94,246.36	Total fines certified for Case No. 22-01-2

Please note that the Total amount has not been paid and that the costs incurred by the Town is part of the certified amount.

Case No. 22-08-71

Fine(s) imposed –

**\$500.00 per day**, beginning retroactive to August 12, 2022, until a properly completed Town of Juno Beach Building Permit, is submitted to the Town for the interior renovation work undertaken by the owner without a permit.

**\$250.00 per day,** beginning on the date the Town issues the owner a building permit for such work, and continuing from such date until the date all inspections are passed and all permits are closed.

Costs incurred by the Town –

**\$262.50** was ordered to be paid to reimburse the Town for its costs incurred for prosecuting the case. The fees include the time of the Special Magistrate.

#### Fines/Costs breakdown -

\$49,250.00	Certified at January 26, 2023 Special Magistrate Meeting
\$7,250.00	Additional fines ending on compliance date (certified)
\$56,500.00	Total fines certified for Case No. 22-08-71
\$262.50	<b>Costs incurred by the Town (not certified)</b>

Please note that the Total amount has <u>not been paid</u> and that the cost incurred by the Town is <u>not</u> part of the certified amount.

• Case No. 23-01-01

Fine(s) imposed –

**\$500.00 per day**, from January 5, 2023 to January 17, 2023, representing the time from the date the Town issued the NOV until the date the Owner submitted a Town of Juno Beach Building Permit application for the interior renovation work undertaken by the owner without a permit.

**\$250.00 per day**, beginning on the date the Town issues the owner a building permit for such work, and continuing from such date until all inspections are passed and all permits are closed.

Costs incurred by the Town –

\$1,188.60 was ordered to be paid to reimburse the Town for its costs incurred for prosecuting the case. The fees include the time of the Special Magistrate and Town Staff. Please note that this amount has not been paid and it is not part of the certified or non-certified amounts.

Fines/Costs breakdown -

\$11,688.60 Total fines not certified for case No. 23-01-1

#### Based on the above calculations, the below monies are owned:

\$150,746.36 Total amount of fines/costs certified (includes \$1,246.36 of cost incurred by the Town)

\$11,951.10 Total amount of fines/costs not certified

\$1,451.10 Cost incurred by the Town (not certified)

Because the recorded liens run in favor of the Town Council, the Council may reduce the amount of the certified fines/costs (\$150,746). Per Code Section 2-217(b)(3), the enforcement board or <u>special magistrate</u> may reduce the amount of the fines/costs (\$11,951.10).

On August 8, 2023, Town Manager Dyess was contacted by Martin Perry, Esquire from Perry & Martin P.A. requesting consideration from the Town Council relative to Code Enforcement fines and liens arising out of the above Code Enforcement Cases. He and his clients wanted to be heard by the Council as it relates to the possible reduction in fines and liens. I spoke with the Town Attorney who advised that the Council has considered code enforcement fine reduction requests in the past; however, it is not a common occurrence.

#### **RECOMMENDATION:**

Hear from Mr. Perry and discuss.

Item #9.

## Susan and Norman Thomas 716 Nighthawk Way North Palm Beach, FL 33408

July 18, 2023

To the Honorable Members of the Town Council of Juno Beach,

We humbly request a reduction of fines recommended by staff and imposed by the Special Magistrate. Those fines were imposed as a result of code enforcement actions resulting from work done by our son Jared at his house located at 13757 Coconut Ave, Juno Beach.

The house started as an effort by my wife and I to assist our son into home ownership as well as prospective entrepreneurship with potential income production through rental of part of the structure.

After purchasing and living in it for a few years, Jared felt that interior improvements of new flooring, wall paint, bathroom tile, kitchen cabinets and counter tops were needed. We agreed with him and left that in what we thought were his capable hands. Unfortunately, and we clearly recognize that ignorance is no excuse, Jared proceeded with these improvements without considering that building permits were required and a sad litany of events evolved resulting in fines currently totaling \$167,697.46, exclusive of interest, which we now find ourselves facing. The fines now substantially exceed the cost of the improvements that led to the fines (\$87,900.00).

Further unfortunately, Jared in an effort to satisfy the Town's directions and the Magistrate's Orders, attempted unsuccessfully to obtain the services of contractors and architects to assist in resolving issues. One architect worked a short period and prior to completing anything advised that he was too busy to work further on the job. Another took several weeks simply to complete taking measurements needed to satisfy some requirements. Finally, after several months, Jared was able to engage an engineer who was successful in completing the Permit Application and a permit was issued. Thereafter, at our further urging, Jared engaged an engineer to certify all of the work performed to make certain that it met code. Unfortunately, during this time, in an effort to expedite finishing the work, Jared thoughtlessly performed work in violation of a Stop Work Order adding to the fines.

In conclusion, we have a young inexperienced home owner thoughtlessly unaware of the consequences of what he has caused and permitted to occur. At the outset, we thought that all that was planned was the replacement of existing improvements. Never in our wildest dreams could we imagine facing the magnitude of the existing Lien plus interest. We recognize there is fault here and we are prepared to address it, but we are seeking a reduction of the total amount of the fines, which far exceed the cost of the actual work that was performed.

Covid, professional labor shortages, the exploding construction boom, limited work force policies and a naive owner all played a part in this disaster. The delays that were caused by these circumstances did not negatively impact neighbors or the Town; the property was not an eyesore as all improvements were interior in nature. Attached in this regard find letters from two of Jared's neighbors confirming this. While we recognize that fines should attach to ensure that your residents clearly understand that Codes need to be respected and obeyed, we simply request consideration of a reduction.

Respectfully,

Susan Thomas

Norman Thomas

	· ·
	7/11/2-3
terran de management	To the Town of Juno Beach
	<u></u>
	We have lived across the street from Jared Thomas for many years.
francisco de la constitución de	such from Jared Thomas
****	for many years.
	Jared has always been, a
	Jared has always been a considerate and friendly neighbor.
	meighbor,
	We are very pleased with the way his house has been uparted. It is very tasteful and a boon to our street.
	may his house has her
	un stad It is seen to the
	and the state of t
	and a street.
	Most Sincerely,
_	
	Steren RMather 13768 Cocoanut aue
	Steren R/ Cathe
	13768 Cocoanut Que
	Juno Beach
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1	
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#### July 13, 2023

To Whom it May Concern,

Jared Thomas has been an upstanding neighbor of mine since 2014.

During the 12 years he has lived across the street, he has always been a respectful & friendly neighbor, even going out of his way to be kind to my young son as he was growing up.

We have kept an eye on each others houses and been in contact when needed and as a fellow dog owner, always a responsible one, keeping his dog on a leash & cleaning up etc.

We have recently watched him renovate his home into an even more beautiful addition to the neighborhood, with little to no mess or noise, throughout the renovation.

We are lucky to have a neighbor like Jared and only wish more neighbors were as respectful and friendly.

Sincerely,
Stephanie Gieruc & Paul Penland

13782 Cocoanut ave.

Juno Beach, FL 33408



# TOWN OF JUNO BEACH 340 OCEAN DRIVE

JUNO BEACH, FL 33408
PHONE 561.626.1122 FAX 561.775.0812
Website: www.juno-beach.fl.us
Email: junobeach@juno-beach.fl.us

# 13757 Cocoanut Avenue

# Code Enforcement - Summary Background

Case No. 5-17-2245 NOV – 5/31/2017	Case No. 10-14-2058  1st NOV - 12/5/2013 2nd NOV - 10/28/2014 NOH - 12/5/2014	Code Enforcement
Repeat Violation Work w/out Building Permit Interior renovation, including demolition of walls and existing shower and installation of new walls and shower	Work w/out Building Permit Installation of pavers and retaining wall in rear yard.	Violation
No Special Magistrate Hearing Property owner met NOV Compliance Date.	1/15/2015	Special Magistrate
NA	Property owner found in violation of Section 105.1 of the FBC. Daily fines ordered under conditions noted in the Order.	Special Magistrate Order
Property owner submitted a complete application. Building Permit No. 17-6196 for demolition of walls and existing shower and installation of new walls and shower was issued and required inspections passed.	Although a building permit application was submitted soon after the 12/5/2013 NOV, it was later noted that work continued although the building permit was not issued. The permit was not issued because the application was incomplete and the required information needed to complete the review of the application was not submitted as requested. Thus, a 2 <sup>nd</sup> NOV was issued which resulted in the property owner submitting the required information and documents needed to complete the permit application. Building Permit No. 13-3873 for the installation of pavers and retaining wall was issued and required inspections passed.	Notes

m	#9

Case No. 23-01-01 NOV - 1/5/2023 NOH - 1/5/2023	Case No. 22-08-71 NORV 8/13/2022 NOH 8/13/2022	Se No. 22-01-2  NOV - 1/6/2022  NOH - 1//6/2022
Repeat Violation  Installation of pavers in rear yard and interior kitchen remodel.	Repeat Violation Interior renovation, including relocation and installation of windows and sliding doors, demolition of existing wall, electrical upgrades, etc.	Work w/out Building Permit Interior renovation, including relocation and installation of windows and sliding doors, demolition of existing wall, electrical upgrades, etc.
1/26/2023	8/18/2022	2/24/2022 Refer to Below Case No. 22-08-71.
Property owner found in violation of Section 105.1 of the FBC. Daily fines ordered under conditions noted in the Order.	Property owner found in violation of Section 105.1 of the FBC. Additional daily fines ordered under conditions noted in the Order.	Property owner found in violation of Section 105.1 of the FBC. Daily fines ordered under conditions noted in the Order.
Property owner submitted a complete application. Building Permit No. 23-10687 for kitchen renovation in the northwest corner of the residence was issued and required inspections passed.	Staff observed that interior renovation work was again in progress although the Stop Work Order remained on the front door of the premises and no building permit was applied for or issued as ordered at the Special Magistrate Hearing on 2/24/2022. Building Permit No. 22-10340 for interior renovation / alterations was issued and required inspections passed.	Upon Staff's observation of interior construction work in progress without a building permit, a Stop Work Order was posted at the premises on 1/5/2022. No work was to continue until required building permits were applied for and issued.  See below comments re: Case No. 22-08-71.

#### ORDER

#### CODE ENFORCEMENT SPECIAL MAGISTRATE TOWN OF JUNO BEACH, FLORIDA

TO: Jared C., Norman H. and Susan Thomas 13757 Cocoanut Avenue Juno Beach, FL 33408

RE: Case No. 22-01-2: Failure to obtain Juno Beach Building Permit(s) for interior demolition and/or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, Florida as required by Section 105.1 of the Florida Building Code.

The undersigned Special Magistrate heard testimony at a hearing held February 24, 2022, of which Jared C Thomas., Norman H. Thomas and Susan Thomas, the owners (the "Owner") of the premises located at 13757 Cocoanut Avenue Juno Beach, Florida 33408 (the "Premises") were notified by U.S. Certified Mail. Jared Thomas appeared as the representative of the Owner. Based on the evidence presented, the following Findings of Fact, Conclusions of Law and Order are entered:

#### FINDINGS OF FACT

- 1. The Premises is a single family residential property located at 13757 Cocoanut Avenue, in the New Palm Beach Heights subdivision. On various occasions beginning on January 3, 2022, Code Compliance Officer Lynn Hamel observed work being performed within the Premises for which a Juno Beach Building was required, but the Owner had not applied for or received such a permit. There was correspondence between the Owner and the Town, but no Juno Beach Building Permit was applied for.
- 2. On January 6, 2022, the Town issued a Notice of Repeat Violation, specifying a Compliance Date of January 31, 2022, for the Owner's undertaking interior renovations without a valid Juno Beach Building Permit. NOTE: It was subsequently determined by the Town that due to the amount of time that had passed between this violation and the prior violation, this violation could not be treated as a "repeat violation."
- 3. The Owner did not apply for a Juno Beach Building Permit by the Compliance Date, so a Notice of Hearing was scheduled for Thursday, February 24, 2022.
- 4. At the Hearing, Jared Thomas stipulated that work had been done on the Premises without a valid Juno Beach Building Permit for which such permit was required. Mr. Thomas also agreed to schedule a time for Town staff to inspect the Premises to determine what work required a valid Juno Beach Building Permit.
- 5. Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances, requires "any owner or authorized agent 49381844:1

who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system" to first apply for and obtain a Town of Juno Beach Building Permit.

#### **CONCLUSIONS OF LAW**

- 1. As stipulated by Jared Thomas, the interior renovation work that was done on the Premises, as observed by Ms. Hamel, was work for which a Town of Juno Beach Building Permit is required by Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances.
- 2. Such interior renovation work that was done on the Premises, as observed by Ms. Hamel, was undertaken without a building permit first being applied for, paid for and obtained, and without being inspected for compliance with Town Codes.

#### ORDER

Pursuant to the authority granted by Chapter 2, Article VI, Code Enforcement, of the Code of Ordinances of the Town of Juno Beach, Florida, it is hereby Ordered and Adjudged as follows:

- 1. Owner has committed a violation of Section 105.1 of the Florida Building Code adopted by the Town of Juno Beach by undertaking interior renovation work without first applying for, paying for and receiving a Town of Juno Beach Building Permit.
- 2. A fine is imposed as follows:
  - (a) \$250.00 per day, beginning February 24, 2022, until a properly completed Town of Juno Beach Building Permit, is submitted to the Town for the interior renovation work determined by the Town to require such a permit; and
  - (b) \$250.00 per day, beginning on the date the Town issues the Owner a building permit for such work, and continuing from such date until the date all inspections are passed and all permits are closed.
- 3. The Owner is ordered to reimburse the Town for the costs incurred by the Town in prosecuting the case. The Town has calculated the costs to be \$1,246.36\* for the time of the Special Magistrate and Town Staff, as follows.

Code Compliance Officer
Director of Planning and Zoning
Town Attorney
Special Magistrate

23.50 hrs. at \$33.38/hr. \$784.43 0.75 hr. at \$44.63/hr. 33.47 0.75 hrs. at 200.00/hr. 150.00 1.5 hrs. at \$175.00/hr. 262.50

49381844:1



\* This does not include any building permit fees.

If a fine is confirmed pursuant to subsequent proceedings of the Town in this matter, the Town will be authorized to proceed to take such measures as it deems appropriate to collect said fine, including but not limited to recording a certified copy of an order imposing the fine in the public records, which thereafter shall constitute a lien upon the premises and upon any other real or personal property owned by the violator, filing a petition for enforcement in the Circuit Court or, three (3) months from the filing of any lien which remains unpaid, foreclosing on the lien.

NOTE: It is the responsibility of the violator to notify the Town Code Compliance Officer when compliance with this Order is achieved. After compliance you have the right to request an appearance before the Special Magistrate to waive or modify any fines which may have accumulated. Such requests shall be made in writing to the Town Code Compliance Officer. You also have the right to appeal the final order entered by the Special Magistrate pursuant to Section 2-220, Town of Juno Beach Code of Ordinances.

DONE and ORDERED this 24th day of February, 2022.

Morris G. (Skip) Miller, Special Magistrate

### Special Magistrate Hearing Code Enforcement Case No. 22-01-2 February 24, 2022

#### Staff Report

Re:

Jared C, Norman H and Susan Thomas 13757 Cocoanut Avenue Juno Beach, FL 33408

<u>Case No. 22-01-2:</u> Failure to obtain Juno Beach Building Permit(s) for interior demolition and / or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, FL as required by Section 105.1 of the Florida Building Code. (Note: Section 6-23 of the Juno Beach Code of Ordinances adopts and incorporates by reference the Florida Building Code.)

#### **Code Section**

Section 105.1 – Florida Building Code: Permits – Building Permits – Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

#### **Background**

The subject property is a single-family residence located at 13757 Cocoanut Avenue in Juno Beach, FL. The residence is located in the New Palm Beach Heights Subdivision. The property owners are Jared C, Norman H and Susan Thomas. (*Pgs* 1-2)

On January 3, 2022, Code Compliance Officer Lynn Hamel observed demolished building materials piled inside the garage of 13757 Cocoanut Avenue. Ms. Hamel also observed a white pick-up truck in the driveway with what looked like new building materials in the bed of the truck. Upon her return to the office, it was determined that there was no Juno Beach Building Permit for any demolition or renovation at the residence; therefore, Ms. Hamel contacted Derek Wiechmann, Building Official, and requested that he go by the residence to determine if a building permit may be required for work at the premises. Mr. Wiechmann stopped by the residence at a later time; however, no one was at the premises.

On January 5, 2022, Ms. Hamel rode by the residence and saw a D & T Brothers Home Improvements work van in the driveway. Ms. Hamel stopped to determine if work requiring a permit may be underway. Upon reaching the front door of the residence (which was wide open at the time), it appeared that someone was working / painting in the east bedroom of the residence. This bedroom opened into the living area of the residence. Because an air compressor was in use, it was very loud and there was no response when Ms. Hamel called out. However, a few moments later, the gentleman came out of the bedroom and into the open living area. Ms. Hamel motioned for him to come outside. (Pg 3)

While outside and based on Ms. Hamel's observations of the work in progress in the interior of the house, Ms. Hamel informed the gentleman that she would be posting a Stop Work Order. He explained that he was only painting and was almost done with his work and so it was agreed he would be able to

complete the painting as requested. Ms. Hamel left a business card with the gentleman and asked that he notify Jared Thomas of the Stop Work Order and ask him to contact Ms. Hamel. (Note: Ms. Hamel's observations were made and pictures were taken from the open front door of the residence. (Pgs 4-15)

Later that day, Mr. Jared Thomas contacted Ms. Hamel and reported that he was only doing cosmetic work such as changing out a couple of high hats, a couple of toilets as well as cabinets and that no building permits were required for that type of work. He indicated to Ms. Hamel that he was no longer living at the residence as he was getting ready to sell or rent the house on Cocoanut Avenue since he recently purchased another house in North Palm Beach. Ms. Hamel then informed Mr. Jared Thomas that she personally observed demolished drywall and insulation piled up in the garage on Monday (which was contrary to his description of only high hats and toilets being changed out) to which he responded that there was mold in some areas of the house and that he did not need a permit for removing moldy materials. During the conversation, Ms. Hamel asked Mr. Jared Thomas if he would be available to meet Mr. Wiechmann and her at the property the following day so a determination could be made as to exactly what permits may be required. Mr. Jared Thomas informed Ms. Hamel that neither she nor Mr. Wiedhmann would be given access to his property.

Further on January 5, 2022, Ms. Hamel notified Mr. Wiechmann via a memo of her conversation with Mr. Jared Thomas and her observations made and also provided him pictures for his review. Mr. Wiechmann responded with an email detailing the required permits. (*Pgs 16-18*)

On January 6, 2022 and following further research into earlier building permits / plans regarding the residence at 13757 Cocoanut Avenue, it was determined that when comparing the current window / slider layout shown in the pictures taken on January 5<sup>th</sup> to the 2013 plans showing the window/slider layout submitted by Mr. Jared Thomas as part of Juno Beach Building Permit No. 13-3537, there are at least 2 discrepancies: 1) The sliding glass door that was originally located on the south wall of the residence was now being changed to a window; and 2) Windows that were originally located on the west wall of the residence towards the south side was now being changed to a slider. (*Pgs 19-20*) Additionally, the original plans for the construction of the house show a wall separating the kitchen from the living room as well as a wall separating the family room from a bedroom. These walls have been removed, with the kitchen wall replaced with a knee wall. (*Pgs 21-23*) It is possible that other changes have been made or are in progress within the residence, but this could not be determined as access to inspect the premises was previously denied by Mr. Jared Thomas.

Later on January 6, 2022, Ms. Hamel issued a Notice of Repeat Violation (NORV) and a Notice of Hearing (NOH) to the property owners regarding interior renovations within the residence without Juno Beach Building Permit(s). Included with the NORV was a copy of Mr. Wiechmann's email detailing the building permits that would be required for the observed work. The Compliance Date included on the NORV was January 31, 2022. Stated in the Officer Comments was that if the required building permits were obtained by that date, January 31<sup>st</sup>, the Special Magistrate Hearing scheduled for February 17, 2022 would be postponed / cancelled. (*Pgs 24-27*)

On the same day, Ms. Hamel then emailed Mr. Norman Thomas to notify him of the Stop Work Order and to provide him a copy of the NORV and NOH. She also asked that he forward Mr. Jared Thomas the email which included the NORV and NOH. Mr. Norman Thomas responded to Ms. Hamel's earlier email and reported he was unaware of any work at the residence as he had not been invited into the residence and asked how she was able to be invited into the residence. He also requested copies of the pictures taken on January 5<sup>th</sup>. (*Pgs 28-29*)

On January 7, 2022 and in response, Ms. Hamel emailed Mr. Norman Thomas copies of the pictures as requested and also informed him that she was not invited nor did she enter into the residence. All of the pictures were taken at the threshold of the front entrance into the house and that the front door was wide open. She also informed him that the original Stop Work Order had been removed from the front door and that she posted a 2<sup>nd</sup> Stop Work Order. (*Pgs 30-31*)

Later on January 7<sup>th</sup>, Mr. Jared Thomas responded via email that he would "get the correct permits and take the necessary steps" for the renovation. He also indicated that he did not want Ms. Hamel on his property and he expressed concerns that, among other things, she was not wearing a mask. He also asked that Ms. Hamel no longer ride by his residence. Note: It is true that Ms. Hamel was not wearing a mask on January 5<sup>th</sup>; however, she only spoke with the painter outside of the house, was socially distanced and, also noteworthy, is that the painter was completely covered wearing a Tyvek suit, hood / head covering, respirator and gloves. (Pgs 32-33)

On January 13, 2022, Nancy Harvey, Juno Beach Permit Coordinator, notified Ms. Hamel that Mr. Jared Thomas' contractor stopped in and reported he was just doing some floors, windows and the kitchen. He asked if the hood (kitchen) needed a mechanical contractor to which she responded yes. She then gave the contractor Mr. Wichmann's business card in case he had further questions. I forwarded this information to Mr. Weichmann and to Buck Evans, Building Official. (Pgs 34-35)

On January 14, 2022, Ms. Hamel emailed Mr. Jared Thomas to thank him for having his contractor come in to begin preparation for the required permits. In the email, she also addressed his concerns regarding access onto his property, her failure to wear a mask as well as her or other persons riding by his residence. Mr. Jared Thomas then responded to her email. (*Pgs 36-37*)

On February 1, 2022 and because of scheduling conflicts, Ms. Hamel issued a 2<sup>nd</sup> Notice of Hearing (NOH) to the property owners. The new date for the Special Magistrate Hearing was February 24, 2022. In addition to this NOH being mailed regular US Postage as well as Certified Mail – Return Receipt, Ms. Hamel also emailed a copy of the NOH for which Mr. Jared Thomas and Mr. Norman Thomas acknowledged. (*Pgs 38-42*)

#### Statement of Current Conditions

No Juno Beach Building Permit Application has been submitted for the interior demolition / renovation of the residence at 13757 Cocoanut Avenue.

#### **Staff Recommendation**

Staff recommends that Jared C, Norman H and Susan Thomas be found, once again, in violation of Section 105.1 of the Florida Building Code as adopted into the Juno Beach Code of Ordinances.

#### Recommended Fine

The property owners violated Section 105.1 of the Florida Building Code in 2013/2014 (Case Nos. 12-13-1983/10-14-2058) and again in 2017 (Case No. 5-17-2245). Because the first case is more than five years old and the second case did not proceed to hearing, the current violation cannot technically be considered a repeat violation based on the statutory definition. However, based on this past pattern of conduct, Staff recommends the maximum fine of \$250.00 per day, beginning February 24, 2022 and



continuing until required building, electrical and plumbing permits are obtained and all required building, electrical and plumbing inspections are completed as required.



#### **Town of Juno Beach Code Enforcement**

Item #9.

340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (561) 775-0812 Case Number: CE-22-01-2 Issue Date: 01/06/2022 Compliance Date: 01/31/2022

#### NOTICE OF REPEAT VIOLATION

Jared C, Norman H and Susan Thomas • 724 Sandpiper Way • North Palm Beach, FL 33408

Dear Property Owner or Responsible Party,

You are hereby notified that an inspection of the following property:

Parcel Number: 28-43-41-28-10-015-0081

Location Address: 13757 Cocoanut Avenue • Juno Beach, FL

Zip Code 33408

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### OFFICIAL ORDINANCES CITED AND CORRECTIVE ACTION REQUIRED:

#### **Ordinance Description**

Violation 1: 105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit) - Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

#### **Corrective Action**

Apply for and obtain Juno Beach Building Permit as required / authorized by the above-noted compliance date. All required building inspections must be completed within 60 days of permit issuance.

#### **Officer Comments**

Interior renovations were observed on January 5, 2022 for which no Juno Beach Building Permit was applied for or issued. A Stop Work Order was posted on the premises.

Please refer to attached comments provided by Derek Wiechmann (Building Official) regarding required corrective actions as relating to the application for and issuance of required building permits.

PLEASE NOTE THAT THIS IS A REPEAT VIOLATION WHICH PERMITS THE TOWN TO IMMEDIATELY SCHEDULE THE PROPERTY OWNER(S) FOR APPEARANCE AT A SPECIAL MAGISTRATE HEARING. If the Corrective Actions (obtain required building permits) are completed by the January 31, 2022 as included in the Notice of Violation, the Special Magistrate Hearing scheduled for February 17, 2022 will be postponed / cancelled.

The Town of Juno Beach is notifying you of a code violation as stated above. Please notify the Town of Juno Beach Code Enforcement office at (561) 626-1122 on or before Monday, January 31, 2022 that the violation has been corrected and that you are now in compliance. If you fail to notify the code compliance official, it will be presumed that the violation continues to exist and a Special Magistrate Hearing will be scheduled. You will be responsible for all costs associated with the hearing and may be issued fines by the Special Magistrate.

#### Lynn Hamel

Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818

# JUNO BEACH FLORIDA\*

#### NOTICE OF HEARING

Town of Juno Beach Code Enforcement 340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (261) 775-0812 Jared C, Norman H and Susan Thomas 724 Sandpiper Way North Palm Beach, FL 33408

Dear Property Owner or Responsible Party:

You are hereby notified that an inspection of the following property:

Location Address:

Parcel No.

13757 Cocoanut Avenue Juno Beach, FL33408

28-43-41-28-10-015-0081

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### **Code Violations:**

105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit)

You are hereby formally notified that on Thursday, February 17, 2022 @ 9:00 AM there will be a hearing conducted by the Town of Juno Beach Special Magistrate in the Council Chambers of the Town of Juno Beach, Town Center, 340 Ocean Drive, concerning the violations as listed above. The violation(s) specific to this case is included in the Notice of Violation dated January 06, 2022. (A copy of this Notice of violation is enclosed for your reference.)

Failure to appear may result in the Special Magistrate proceeding in your absence. IF the violation is corrected prior to the hearing date, the case still may be presented to the Special Magistrate.

Should you be found in violation, the Special Magistrate may enter an order against you and may levy a fine of up to \$250.00 a day, per violation, for every day that the violation continues beyond the date set in its order for compliance. If the Town of Juno Beach prevails in demonstrating a violation, the order entered by the Special Magistrate shall require you to pay all costs incurred by the town of Juno Beach in prosecuting the case.

Should you desire, you have the right to obtain an attorney, at your own expense, to represent you before the Special Magistrate. You will have the opportunity to present witnesses, as well as question the witnesses against you, prior to the Special Magistrate making a determination.

Should any interested party seek to appeal any decision made by the Special Magistrate with respect to any matter considered at such hearing, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Sincerely,

Lynn Hamel Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818

On behalf of: Morris (Skip) G. Miller Special Magistrate

June Hamel

Case Detail: CE-22-01-2 Report Printed: 1/6/2022

#### **ORDER**

#### CODE ENFORCEMENT SPECIAL MAGISTRATE TOWN OF JUNO BEACH, FLORIDA

TO: Jared C., Norman H. and Susan Thomas 13757 Cocoanut Avenue Juno Beach, FL 33408

RE: Case No. 22-08-71: Failure to obtain Juno Beach Building Permit(s) for interior demolition and/or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, Florida as required by Section 105.1 of the Florida Building Code - REPEAT VIOLATION.

The undersigned Special Magistrate heard testimony at a hearing held August 18, 2022, of which Jared C Thomas., Norman H. Thomas and Susan Thomas, the owners (the "Owner") of the premises located at 13757 Cocoanut Avenue, Juno Beach, Florida 33408 (the "Premises") were properly notified. Julian Guiterrez appeared as the representative of the Owner. Based on the evidence presented, the following Findings of Fact, Conclusions of Law and Order are entered:

#### FINDINGS OF FACT

- 1. The Premises is a single-family residential property located at 13757 Cocoanut Avenue, in the New Palm Beach Heights subdivision. On August 12, 2022, Code Compliance Officer Lynn Hamel and Building Official Buck Evans visited the Premises. They observed that, based on pictures of the interior of the Premises taken in an earlier case (Case No. 22-01-2), construction/renovation work continued to be performed at the Premises despite the fact that the Town had issued a "Stop Work" order, and that work was being performed within the Premises for which a Juno Beach Building was required, but the Owner had not submitted a properly completed building permit or received such a permit. The Town was unable to determine when this work commenced.
- The work that that was observed by Ms. Hamel and Mr. Evans was part of the same work
  that Owner undertook without a permit and was previously found to be in violation of
  Section 105.1 of the Florida Building Code in Case No. 22-01-2.
- On August 13, 2022, the Town issued a Notice of Repeat Violation, specifying a Compliance
  Date of August 13, 2022, for the Owner's undertaking interior renovations without a valid
  Juno Beach Building Permit. On the same date, the Town also issued a Notice of Hearing
  scheduled for Thursday, August 18, 2022.
- 4. At the hearing, Mr. Guiterrez offered no explanation or defense as to whether construction/renovation work was continuing to be performed on the Premises and /or why. Mr. Evans pointed out that there was a good chance that work performed without a permit would have to be ripped out as part of the Town's inspection process.

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5. Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances, requires "any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system" to first apply for and obtain a Town of Juno Beach Building Permit.

#### **CONCLUSIONS OF LAW**

- The interior renovation work that was done on the Premises, as observed by Ms. Hamel and Mr. Evans, was work for which a Town of Juno Beach Building Permit is required by Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances.
- 2. Such interior renovation work that was done on the Premises, as observed by Ms. Hamel and Mr. Evans, was undertaken without a building permit first being applied for, paid for and obtained, and without being inspected for compliance with Town Codes.
- 2. The violation was a "repeat violation" within the meaning of Section 2-212 of the Town of Juno Beach Code of Ordinances. Therefore, the Town Code Compliance Officer is required to notify the Owner of the violation but is not required to give the Owner reasonable time to correct the violation.

#### **ORDER**

Pursuant to the authority granted by Chapter 2, Article VI, Code Enforcement, of the Code of Ordinances of the Town of Juno Beach, Florida, it is hereby Ordered and Adjudged as follows:

- 1. Owner has committed a violation of Section 105.1 of the Florida Building Code adopted by the Town of Juno Beach by undertaking interior renovation work without first applying for, paying for and receiving a Town of Juno Beach Building Permit.
- 2. The violation was a "repeat violation" within the meaning of Section 2-212 of the Town of Juno Beach Code of Ordinances and Section 162.04(5), Florida Statutes.
- 3. A fine is imposed as follows:
  - (a) \$500.00 per day, beginning retroactive to August 12, 2022, until a properly completed Town of Juno Beach Building Permit, is submitted to the Town for the interior renovation work undertaken by the Owner without a permit; and
- (b) \$250.00 per day, beginning on the date the Town issues the Owner a building permit for such work, and continuing from such date until the date all inspections are passed and all permits 51486766:2

are closed.

- (c) The above fines are in addition to any fines imposed by the Town in Case No. 22-01-2.
- (d) A future violation of Section 105.1 of the Florida Building Code adopted by the Town of Juno Beach Section 34-1088(c) (1) of the Town of Juno Beach Code of Ordinances will be considered a "repeat violation" within the meaning of Section 2-212 of the Town of Juno Beach Code of Ordinances, and may result in fines of up to \$500.00 per day for each day the repeat violation continues from the date the violation is found to have occurred. If a repeat violation is found, the Town Code Compliance Officer shall notify the Owner of the violation but is not required to give the Owner a reasonable time to correct the violation.
- 4. The Owner is further ordered to reimburse the Town \$262.50 for the time of the Special Magistrate, as follows.

Special Magistrate

1.5 hrs. at \$175.00/hr. 262.50

If a fine is confirmed pursuant to subsequent proceedings of the Town in this matter, the Town will be authorized to proceed to take such measures as it deems appropriate to collect said fine, including but not limited to recording a certified copy of an order imposing the fine in the public records, which thereafter shall constitute a lien upon the premises and upon any other real or personal property owned by the violator, filing a petition for enforcement in the Circuit Court or, three (3) months from the filing of any lien which remains unpaid, foreclosing on the lien.

NOTE: It is the responsibility of the Owner to notify the Town Code Compliance Officer when compliance with this Order is achieved. After compliance the Owner has the right to request an appearance before the Special Magistrate to waive or modify any fines which may have accumulated. Such requests shall be made in writing to the Town Code Compliance Officer. The Owner also has the right to appeal the final order entered by the Special Magistrate pursuant to Section 2-220, Town of Juno Beach Code of Ordinances.

DONE and ORDERED this 18th day of August, 2022.

Morris G. (Skip) Miller, Special Magistrate



#### Special Magistrate Hearing Code Enforcement Case No. 22-08-71 August 18, 2022

#### Staff Report

Re: Jared C, Norman H and Susan Thomas

13757 Cocoanut Avenue Juno Beach, FL 33408

Case No. 22-08-71:

13757 Cocoanut Avenue – Juno Beach, FL (Property Owner – Jared C, Norman H and Susan Thomas). REPEAT VIOLATION: Failure to obtain Juno Beach Building Permit(s) for interior demolition and / or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, FL as required by Section 105.1 of the Florida Building Code.

Case No. 22-01-2 was brought before the Special Magistrate on February 24, 2022 as the Property Owner failed to obtain Juno Beach Building Permit(s) for interior demolition and / or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, FL as required by Section 105.1 of the Florida Building Code. Although no Juno Beach Building Permit has yet been issued following the Property Owner being found in violation of the above-noted code section, it is apparent, based on Town Staff's recent observations, that the Property Owner continued construction / renovation work at the premises.

Note: This is the  $4^{th}$  code enforcement case for this Property Owner regarding work / renovations performed at the premises without the required Juno Beach Building Permits.

#### Background

The subject property is a single-family residence located at 13757 Cocoanut Avenue in Juno Beach, FL. Because this is a **Repeat Violation**, please refer to the Special Magistrate Order and Staff Report dated February 24, 2022 for details of Case No. 22-01-2. (*Pages 1-8*)

Noteworthy is that the Special Magistrate Order dated February 24, 2022 found the Property Owners in violation of Section 105.1 of the Florida Building Code. The Special Magistrate imposed a fine that would accrue as specified in the Order and would continue until the date all required inspections are passed and all permits are closed. (Page 2 – Highlighted Section)

Although Esteban Campos – E & E Remodeling Inc (General Contractor) submitted a Juno Beach Building Permit Application for "interior alterations" at 13757 Cocoanut Avenue on July 12, 2022, no building permit has been issued as the application remains incomplete. (*Pages 9*)

To date, no Juno Beach Building Permit Application has been issued for the demolition / renovation work at the premises nor have any inspections been requested or passed.

On August 12, 2022, Code Enforcement Officer Lynn Hamel and Building Official Buck Evans observed two (2) work vehicles in the driveway of 13757 Cocoanut Avenue. One gentleman was working in the driveway and it was determined later a second gentleman was inside the residence. Upon speaking with the on-site workers and based on the earlier pictures taken regarding Case No. 22-01-2 as compared to Mr. Evans' current observations, it was evident that construction / renovation work had continued at the premises despite the previously-posted Stop Work Order remaining on the front door and despite the fact that no Juno Beach Building Permit had been issued for the work as required in the above-mentioned Special Magistrate Order. Thus, Mr. Evans informed the workers

Item #9.

that because there was no valid Juno Beach Building Permit for work at 13757 Cocoanut Avenue, they would hav to stop work and leave the premises. Both workers agreed to leave. (*Previously Taken Photos: Pages 10-13*) (*Photos Taken on August 12, 2022: Pages 14*)

Approximately one (1) hour later, Ms. Hamel returned to the property to ensure no one was working and to post a 2<sup>nd</sup> Stop Work Order. Both workers were still there and it appeared that one was continuing to work on cabinet installation inside the residence. Ms. Hamel informed them that they needed to stop work and leave the premises as there was no building permit for the ongoing work. One of the workers informed Ms. Hamel that the Property Owner instructed them to work and indicated he was unaware that there was no building permit. Ms. Hamel waited until both workers left in their respective vehicles. Ms. Hamel posted the 2<sup>nd</sup> Stop Work Order on the front door of the residence. (Pages 15)

Later that same day, Mr. Evans contacted Mr. Campos to discuss the day's occurrences. Mr. Campos stated he was unaware of any current work at 13757 Cocoanut Avenue and reported that any workers on the premises were not his employees. He reported he would telephone Mr. Thomas to see what was going on and would inform him no work should be in progress without a building permit. Mr. Evans also informed Mr. Campos that no sub-contractor building permit applications had yet been submitted and were required prior to the building permit(s) being issued. Mr. Compos called Mr. Evans back that afternoon to confirm it was the owner's workers and informed the Owner to stop any work going forward. He stated he would have his sub-contractors pull permits this week and present a Notice of Commencement to receive the permit.

On August 13, 2022, Ms. Hamel issued a Notice of Repeat Violation and a Notice of Hearing to the Property Owners for construction / renovation work continuing without a valid Juno Beach Building Permit. These Notices were mailed, emailed and were also posted at the premises. (*Pages 16-18*) It was noted on August 13<sup>th</sup> when posting the Notices that the Stop Work Order (Repeat) posted on the previous day, August 12<sup>th</sup>, had been removed. (*Pages 19-20*)

#### **Statement of Current Conditions**

With the Property Owner's knowledge, significant improvements / renovations at 13757 Cocoanut Avenue continued at the premises despite the Stop Work Order posted on the front door and despite the fact that no Juno Beach Building Permit has been issued.

#### **Staff Recommendation**

Staff requests that the Special Magistrate order additional fines of \$500.00 per day to begin on August 12, 2022 (the date that Town Staff observed improvements / renovations continuing at the Property) and that all fines continue concurrently until all of the required inspections are passed and all permits are closed.



#### Town of Juno Beach Code Enforcement

340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (561) 775-0812 Case Number: CE-22-08 Item #9.

Compliance Date: 08/13/2022



#### NOTICE OF REPEAT VIOLATION

Jared C, Norman H and Susan Thomas • 724 Sandpiper Way • North Palm Beach, FL 33408

Dear Property Owner or Responsible Party,

You are hereby notified that an inspection of the following property:

Parcel Number: 28-43-41-28-10-015-0081

Location Address: 13757 Cocoanut Avenue • Juno Beach, FL

Zip Code 33408

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### OFFICIAL ORDINANCES CITED AND CORRECTIVE ACTION REQUIRED:

#### **Ordinance Description**

Violation 1: 105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit) - Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

#### **Corrective Action**

Apply for and obtain Juno Beach Building Permit as required / authorized.

#### **Officer Comments**

REPEAT VIOLATION: INTERIOR RENOVATIONS CONTINUE WHILE STOP WORK ORDER REMAINS POSTED AS NO JUNO BEACH BUILDING PERMIT YET ISSUED FOR WORK PREVIOUSLY BEGUN WITHOUT A BUILDING PERMIT.

PER THE SPECIAL MAGISTRATE ORDER DATED FEBRUARY 24, 2022, FINES CONTINUE TO ACCRUE REGARDING CODE ENFORCEMENT CASE NO. 2201-2 AS THE JUNO BEACH BUILDING PERMIT APPLICATION SUBMITTED ON JULY 12, 2022 REMAINS INCOMPLETE.

The Town of Juno Beach is notifying you of a code violation as stated above. Please notify the Town of Juno Beach Code Enforcement office at (561) 626-1122 on or before Saturday, August 13, 2022 that the violation has been corrected and that you are now in compliance. If you fail to notify the code compliance official, it will be presumed that the violation continues to exist and a Special Magistrate Hearing will be scheduled. You will be responsible for all costs associated with the hearing and may be issued fines by the Special Magistrate.

Lynn Hamel

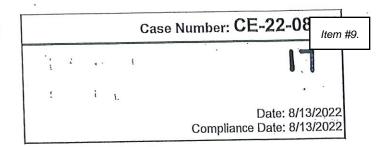
Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818

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#### NOTICE OF HEARING

Town of Juno Beach Code Enforcement 340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (261) 775-0812



Jared C, Norman H and Susan Thomas 724 Sandpiper Way North Palm Beach, FL 33408

Dear Property Owner or Responsible Party:

You are hereby notified that an inspection of the following property:

Location Address:

Parcel No.

13757 Cocoanut Avenue Juno Beach, FL33408

28-43-41-28-10-015-0081

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### **Code Violations:**

105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit)

#### NOTE: THIS IS A REPEAT VIOLATION.

You are hereby formally notified that on Thursday, August 18, 2022 @ 9:00 AM there will be a hearing conducted by the Town of Juno Beach Special Magistrate in the Council Chambers of the Town of Juno Beach, Town Center, 340 Ocean Drive, concerning the violations as listed above. The violation(s) specific to this case is included in the Notice of Violation dated August 13, 2022. (A copy of this Notice of violation is enclosed for your reference.)

Failure to appear may result in the Special Magistrate proceeding in your absence. IF the violation is corrected prior to the hearing date, the case still may be presented to the Special Magistrate.

Should you be found in violation, the Special Magistrate may enter an order against you and may levy a fine of up to \$250.00 a day, per violation, for every day that the violation continues beyond the date set in its order for compliance. If the Town of Juno Beach prevails in demonstrating a violation, the order entered by the Special Magistrate shall require you to pay all costs incurred by the town of Juno Beach in prosecuting the case.

Should you desire, you have the right to obtain an attorney, at your own expense, to represent you before the Special Magistrate. You will have the opportunity to present witnesses, as well as question the witnesses against you, prior to the Special Magistrate making a determination.

Should any interested party seek to appeal any decision made by the Special Magistrate with respect to any matter considered at such hearing, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Sincerely,

Lynn Hamel Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818

On behalf of: Morris (Skip) G. Miller Special Magistrate

Case Detail: CE-22-08-71 Report Printed: 8/13/2022

#### ORDER

### CODE ENFORCEMENT SPECIAL MAGISTRATE TOWN OF JUNO BEACH, FLORIDA

TO: Jared C., Norman H. and Susan Thomas 13757 Cocoanut Avenue Juno Beach, FL 33408

RE: Case No. 23-01-01: Failure to obtain Juno Beach Building Permit(s) for interior demolition and/or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, Florida as required by Section 105.1 of the Florida Building Code – REPEAT VIOLATION.

The undersigned Special Magistrate heard testimony at a hearing held January 26, 2023, of which Jared C. Thomas, Norman H. Thomas and Susan Thomas, the owners (the "Owner") of the premises located at 13757 Cocoanut Avenue, Juno Beach, Florida 33408 (the "Premises") were properly notified. Jared Thomas and Norman Thomas appeared on behalf of the Owner. Based on the evidence presented, the following Findings of Fact, Conclusions of Law and Order are entered:

#### **FINDINGS OF FACT**

- 1. The Premises is a single-family residential property located at 13757 Cocoanut Avenue, in the New Palm Beach Heights subdivision. On November 14, 2022, Code Compliance Officer Lynn Hamel observed that pavers that had been previously stored on the driveway were no longer there. On January 3, 2023, Building Official Buck Evans visited the Premises and observed that new pavers were installed on the west and south sides of the Premises. The Town's position is that a Town of Juno Beach Building Permit was required for the installation of the pavers.
- 2. When Mr. Evans visited the Premises on January 3, 2023, he also observed that interior renovations, particularly the addition of a kitchen, including a sink, cabinets and a dishwasher, were underway in the northwest portion of the house. He also observed an opening in the exterior north wall from which pvc piping was passing form the new kitchen sink, through the wall, and beneath the existing pavers. These renovations were not included in the building permit application submitted by the Owner on September 9, 2022 (Juno Beach Building Permit No. 22-10340), which is the subject of a different code enforcement matter. As a result of those observations, on January 5, 2023, the Town issued a "Stop Work" order at the Premises. The Town did not present any evidence as to when this work commenced.
- 3. On January 5, 2023, the Town issued a Notice of Repeat Violation, specifying a Compliance Date of January 5, 2023, for the Owner's undertaking interior renovations without a valid Juno Beach Building Permit. On the same date, the Town also issued a Notice of Hearing scheduled for Thursday, January 19, 2023. At the request of Owner, the hearing was 53109575:1

rescheduled for January 26, 2023.

- 4. On January 17, 2023, Gregory Arias, the general contractor working with the Owner, submitted an application to the Town to revise Juno Beach Building Permit No. 22-10340 to include the additional work. Based on preliminary review by the Town, there is a possibility that the improvements may not be permitted on the Premises by the Town of Juno Beach Zoning Code. The work that that was observed by Ms. Hamel and Mr. Evans was part of the same work that Owner undertook without a permit and was previously found to be in violation of Section 105.1 of the Florida Building Code in Case No. 22-01-2.
- 5. On August 13, 2022, the Town issued a Notice of Repeat Violation, specifying a Compliance Date of August 13, 2022, for the Owner's undertaking interior renovations without a valid Juno Beach Building Permit. On the same date, the Town also issued a Notice of Hearing scheduled for Thursday, August 18, 2022.
- 6. With regard to the pavers, Jared Thomas and Norman Thomas testified that except for a small area, the pavers merely replaced pavers and a concrete slab that was there previously, and that the Town had issued a building permit for the pavers in 2014. With regard to the kitchen, Jared Thomas and Norman Thomas testified that the work was merely a replacement for the kitchen that had been there since they purchased the house and was nothing new, and therefore a building permit was not required. Mr. Evans testified that he had not seen the kitchen in previous inspections of the Premises, and that in addition the installation of a water line to the outside was work that required a permit.
- 7. Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances, requires "any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system" to first apply for and obtain a Town of Juno Beach Building Permit.
- 8. The Town and the Owner agreed to work together to determine whether a building permit was necessary for the pavers, and to make sure that the installation of the pavers does not violate the Town's building or zoning codes.

#### CONCLUSIONS OF LAW

- 1. The interior renovation work that was done on the Premises, as observed by Mr. Evans, was work for which a Town of Juno Beach Building Permit is required by Section 105.1 of the Florida Building Code, as incorporated by reference in Section 6-23 of the Town of Juno Beach Code of Ordinances.
- 2. Such interior renovation work that was done on the Premises, as observed by Mr. Evans, was undertaken without a building permit first being applied for, paid for and obtained, and 53109575:1

without being inspected for compliance with Town Codes.

- 3. The violation was a "repeat violation" within the meaning of Section 2-212 of the Town of Juno Beach Code of Ordinances. Therefore, the Town Code Compliance Officer is required to notify the Owner of the violation but is not required to give the Owner reasonable time to correct the violation.
- 4. No conclusions of law are given with respect to the pavers.

#### **ORDER**

Pursuant to the authority granted by Chapter 2, Article VI, Code Enforcement, of the Code of Ordinances of the Town of Juno Beach, Florida, it is hereby Ordered and Adjudged as follows:

- 1. Owner has committed a violation of Section 105.1 of the Florida Building Code adopted by the Town of Juno Beach by undertaking interior renovation work without first applying for, paying for and receiving a Town of Juno Beach Building Permit.
- 2. The violation was a "repeat violation" within the meaning of Section 2-212 of the Town of Juno Beach Code of Ordinances and Section 162.04(5), Florida Statutes.
- 3. No Order is entered with respect to the pavers.
- 4. A fine is imposed as follows:
  - (a) \$500.00 per day, from January 5, 2023 to January 17, 2023, representing the time from the date the Town issued the Notice of Violation until the date the Owner submitted a Town of Juno Beach building permit application for the interior renovation work undertaken by the Owner without a permit; and
  - (b) \$250.00 per day, beginning on the date the Town issues the Owner a building permit for such work, and continuing from such date until the date all inspections are passed and all permits are closed.
  - (c) The above fines are in addition to any fines imposed by the Town in Case No. 22-01-2 and Case No. 22-08-71.
  - (d) At the request of the Town, additional fines may be imposed (up to the maximum of \$500.00 per day for a repeat violation) if after working with the Owner the Town determines that the installation of the pavers either required a building permit or were not installed correctly.
- (e) A future violation of Section 105.1 of the Florida Building Code adopted by the Town of Juno Beach Section 34-1088(c) (1) of the Town of Juno Beach Code of Ordinances will be considered a "repeat violation" within the meaning of Section 2-212 of the Town of Juno 53109575:1

Beach Code of Ordinances, and may result in fines of up to \$500.00 per day for each day the repeat violation continues from the date the violation is found to have occurred. If a repeat violation is found, the Town Code Compliance Officer shall notify the Owner of the violation but is not required to give the Owner a reasonable time to correct the violation.

5. The Owner is ordered to reimburse the Town for the costs incurred by the Town in prosecuting the case. The Town has calculated the costs to be \$1,188.60\* for the time of the Special Magistrate and Town Staff, as follows:

Code Compliance Officer	7.50 hrs. at \$41.95/hr.	\$314.63
Director of Planning and Zoning	1.50 hr. at \$71.46/hr.	107.19
Town Attorney	2.00 hrs. at 200.00/hr.	400.00
Special Magistrate	2.00 hrs. at \$175.00/hr.	350.00
Postage		16.78

- \* This does not include any building permit fees.
- 6. The Town requested certification of accrued fines and imposition of a lien against the Premises based on such certification. That request is denied at the present time. However, the Town may resubmit such request after 60 days.

If a fine is confirmed pursuant to subsequent proceedings of the Town in this matter, the Town will be authorized to proceed to take such measures as it deems appropriate to collect said fine, including but not limited to recording a certified copy of an order imposing the fine in the public records, which thereafter shall constitute a lien upon the premises and upon any other real or personal property owned by the violator, filing a petition for enforcement in the Circuit Court or, three (3) months from the filing of any lien which remains unpaid, foreclosing on the lien.

NOTE: It is the responsibility of the Owner to notify the Town Code Compliance Officer when compliance with this Order is achieved. After compliance the Owner has the right to request an appearance before the Special Magistrate to waive or modify any fines which may have accumulated. Such requests shall be made in writing to the Town Code Compliance Officer. The Owner also has the right to appeal the final order entered by the Special Magistrate pursuant to Section 2-220, Town of Juno Beach Code of Ordinances.

DONE and ORDERED this 26th day of January, 2023.

Morris G. (Skip) Miller, Special Magistrate

#### Town of Juno Beach – Special Magistrate Hearing Code Enforcement Case No. 23-01-1 January 26, 2023

#### Staff Report

Re: Jared C, Norman H and Susan Thomas

13757 Cocoanut Avenue Juno Beach, FL 33408

Case No. 23-01-1: 13757 Cocoanut Avenue – Juno Beach, FL (Property Owners – Jared C, Norman H and Susan Thomas). REPEAT VIOLATION: Failure to obtain Juno Beach Building Permit(s) for interior demolition and / or renovation of the residence at 13757 Cocoanut Avenue in Juno Beach, FL as required by Section 105.1 of the Florida Building Code. (Note: Section 6-23 of the Juno Beach Code of Ordinances adopts and incorporates by reference the Florida Building Code.)

#### **Code Section**

Section 105.1 – Florida Building Code: Permits – Building Permits – Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

#### Background

The subject property is a single-family residence located at 13757 Cocoanut Avenue in Juno Beach, FL. The residence is located in the New Palm Beach Heights Subdivision. The property owners are Jared C, Norman H and Susan Thomas.

At the February 24, 2022 Special Magistrate Hearing (Case No. 22-01-2), the Property Owners were found in violation of Section 105.1 of the Florida Building Code due to interior renovations being performed at the residence without a Juno Beach Building Permit. (Special Magistrate Order – Case No. 22-01-2 – 2/24/2022: Pgs 1-3)

At the August 18, 2022 Special Magistrate Hearing (Case No. 22-08-71), the Property Owners were, again, found in violation (Repeat Violation) of Section 105.1 of the Florida Building Code as it was determined that interior renovations were continuing at the residence without a Juno Beach Building Permit. (The Special Magistrate ordered additional daily fines until which time a valid Juno Beach Building Permit is issued, and all required building inspections are completed and the building permit closed. (Special Magistrate Order – Case No. 22-08-71 – 8/18/2022: Pgs 4-6) Julian Gutierrez, on behalf of the Property Owners, agreed, that no further unpermitted work would be performed at the residence until all required Juno Beach Building Permits were applied for and issued.

At the August 18<sup>th</sup> Hearing, Code Enforcement Officer Lynn Hamel informed Mr. Gutierrez that a Juno Beach Building Permit would also be required prior to the installation of the pavers that were, at that time, being stored in the front yard driveway. Mr. Gutierrez agreed that a building permit application would be submitted before installation of the pavers. (*Photos: Pgs 7-8*)

On September 9, 2022 and upon receipt of all documents required for the building permit application to be complete, Juno Beach Building Permit No. 22-10340 was issued for the renovations initially documented on January 3, 2022 and again observed on August 13, 2022. (Juno Beach Building Permit No. 22-10340: Pg 9)

On November 14, 2022, Ms. Hamel noted that the pavers previously-stored in the driveway were no longer there. She also noted what appeared to be construction debris on the north side of the driveway near the residence. Since no building permit for the installation of the pavers was applied for or issued, Ms. Hamel, at the time, thought that, perhaps, the Property Owners decided to omit the installation of the pavers for the project. Also, although she noted the presence of the construction debris, she attributed it to the renovations that were permitted under Juno Beach Building Permit No. 22-10340 which was issued on September 9, 2022. (*Photos: Pgs 10-13*)

On the morning of January 3, 2023, Ms. Hamel observed additional accumulated construction debris on the north side of the driveway. From the road, the debris appeared to include a toilet, drywall and additional discarded materials. (*Photos: Pgs 14-15*)

Later that day, on January 3, 2023, Ms. Hamel spoke with Buck Evans, Building Official, regarding her observations. Mr. Evans then informed Ms. Hamel that he had just spoken with Gregory Arias, First Option Realty, Engineering & Construction LLC (General Contractor working with Property Owners), regarding the work underway at 13757 Cocoanut Avenue. During the conversation, it became evident that work outside the scope of previously-issued Juno Beach Building Permit No. 22-10340 was in progress. Thus, Mr. Evans visited the site to determine the extent of the additional work. During the inspection, Mr. Evans noted that interior renovations, particularly the addition of a kitchen, were underway in the northwest portion of the house. This location is different from the location of the earlier noted renovations (also begun without a building permit) and different from the location noted in the submitted and approved plans for Juno Beach Building Permit No. 22-10340. Note: Mr. Evans also noted an opening in the exterior north wall from which pvc piping was passing from the new kitchen sink, through the wall, and beneath the existing exterior pavers. (Photos: Pgs 16-22)

Additionally, Mr. Evans observed that the new pavers were installed on the west and south sides of the residence. (*Photos: Pg 23*)

On January 5, 2023 and as a result of the observations made on January 3, 2023, Mr. Evans, again, posted a Stop Work Order at the premises. (Pg 24)

On January 5, 2023, Ms. Hamel issued a Notice of Repeat Violation and a Notice of Hearing to the Property Owners regarding further work in progress for which no Juno Beach Building Permit (or revisions) had been applied for or issued. (NORV & NOH: Pgs 25-26)

On January 10. 2023, Norman Thomas emailed Ms. Hamel to request that the date of the Special Magistrate Hearing be changed. Thus, the date of this Hearing, originally scheduled for January 19, 2022, was changed to January 26, 2023. (Email: Pg 27-28)

Mr. Arias has since been working with Mr. Evans and the Building Department to submit a Juno Beach Building Permit Application and required documents for a revision to Permit No. 22-10340 to include the

new additional work. Some of the proposed and already installed work, however, is not permitted in the RS-5 Zoning District in which the residence is located.

On January 17, 2023, Mr. Arias, on behalf of the Property Owners, submitted a building permit application for revisions to the existing building permit. (*Permit Application for Revision: Pg 29*)

On January 20, 2023, Frank Davila, Director of Planning & Zoning denied the permit as additional information must be submitted for the building permit application to be complete. (Zoning Review Comments: Pg 30)

#### **Statement of Current Conditions**

The required information / documents needed to complete the Juno Beach Building Permit Application for the revision to Permit No. 22-10340 have not yet been submitted for the interior renovations inside the northwest area of the residence at 13757 Cocoanut Avenue. Nor has a Juno Beach Building Permit Application been submitted for the installation of the pavers in the rear and side yards (west and south) of the residence.

#### **Staff Recommendation**

Staff recommends that Jared C, Norman H and Susan Thomas be found in violation of Section 105.1 of the Florida Building Code as adopted into the Juno Beach Code of Ordinances.

#### **Recommended Fine**

The Property Owners violated Section 105.1 of the Florida Building Code in 2013/2014 (Case Nos. 12-13-1983/10-14-2058) and again in 2017 (Case No. 5-17-2245).

More recently, the Property Owners were found by the Special Magistrate to be in violation of Section 105.1 of the Florida Building Code in February, 2022 and again in August, 2022. Even with the previously ordered fines accruing, the Property Owners have continued, once again, to violate this noted section of the Florida Building Code by performing unpermitted work.

Based on this pattern of conduct, Staff recommends the Special Magistrate order the maximum fine of \$500.00 per day, beginning November 14, 2022 when it was first observed that the pavers were no longer in the front yard driveway and, as it was found out later, they were not removed from the premises, but were, in fact, installed in the rear and side yards of the residence. Also on November 14, 2022, Staff observed the construction debris in the yard area adjacent to the area of this recent unpermitted renovation work. This was made even more evident on November 28, 2022 with the presence of additional construction debris.

Staff recommends that the fine(s) continue to accrue until all required building inspections are complete and all building permits relative to the renovations at the premises are closed.

The fines associated with this case (Case No. 23-01-1) will be in addition to those currently accruing under Case Nos. 22-01-2 and 22-8-71.

Staff recommends the Special Magistrate order a \$500.00 / day fine, retroactive to November 14, 2022 and continuing until all required building inspections are passed and all permits are closed.

Staff requests that the Special Magistrate Order authorize certification of the accrued fines beginning November 14, 2022 through January 26, 2023 in the amount of \$37,000.00 which is \$500.00 / day, and the imposition of a lien against the property based on such certification. (\$500.00 / day X 74 days = \$37,000.00)

Item #9.



#### **Town of Juno Beach Code Enforcement**

340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (561) 775-0812 Case Number: CE-23-01-1 Issue Date: 01/05/2023 Compliance Date: 01/05/2023

#### NOTICE OF REPEAT VIOLATION

Jared C, Norman H and Susan Thomas • 724 Sandpiper Way • North Palm Beach, FL 33408

Dear Property Owner or Responsible Party,

You are hereby notified that an inspection of the following property:

Parcel Number: 28-43-41-28-10-015-0081

Location Address: 13757 Cocoanut Avenue • Juno Beach, FL

Zip Code 33408

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### OFFICIAL ORDINANCES CITED AND CORRECTIVE ACTION REQUIRED:

#### **Ordinance Description**

Violation 1: 105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit) — Required — Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

#### **Corrective Action**

Stop work until a Juno Beach Building Permit is applied for and issued for all unauthorized / unpermitted work at the premises.

#### **Officer Comments**

#### REPEAT VIOLATION: WORK / RENOVATION WITHOUT JUNO BEACH BUILDING PERMIT(S):

- INSTALLATION OF PAVERS IN REAR YARD FOR WHICH NO JUNO BEACH BUILDING PERMIT WAS APPLIED
  FOR OR ISSUED. At the Special Magistrate Hearing held on August 18, 2022, it was discussed that a Juno
  Beach Building Permit must be applied for and issued for the pavers being stored (at that time) in the front
  yard driveway prior to their installation. Julian Gutierrez testified on behalf of the property owners that a
  Juno Beach Building Permit would be applied for and issued prior to installation of the pavers.
- INTERIOR WORK / RENOVATION IN PROGRESS FOR WHICH NO JUNO BEACH BUILDING PERMIT WAS
  APPLIED FOR OR ISSUED. On January 4, 2023, Buck Evans, Building Official, observed interior renovation
  work outside of the scope of previously-issued Juno Beach Building Permit No. 22-10340, including but not
  limited to the installation of an efficiency / kitchen.

The Town of Juno Beach is notifying you of a repeat code violation as stated above. Due to the existence of a repeat violation, the matter will be scheduled for hearing before the Town's Special Magistrate even if the violation is corrected prior to the hearing. In the event the Town demonstrates a code violation, you will be responsible for all costs associated with the hearing. You will also be responsible for any fines issued by the Special Magistrate.

Jum Hamel

Lynn Hamel

Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818



#### NOTICE OF HEARING

Town of Juno Beach Code Enforcement 340 Ocean Drive Juno Beach, Florida 33408 Telephone: (561) 626-1122 Fax: (261) 775-0812 Case Number: CE-23-01-1

Compliance Date: 1/5/2023

Jared C, Norman H and Susan Thomas 724 Sandpiper Way North Palm Beach, FL 33408

Dear Property Owner or Responsible Party:

You are hereby notified that an inspection of the following property:

**Location Address:** 

Parcel No.

13757 Cocoanut Avenue Juno Beach, FL33408

28-43-41-28-10-015-0081

disclosed that you are in violation of the following Town Ordinance(s) of Juno Beach, Florida:

#### **Code Violations:**

105.1 - Florida Building Code - Permits - Building Permits (Obtain Required Permit)

#### NOTE: THIS IS A REPEAT VIOLATION.

You are hereby formally notified that on Thursday, January 19, 2023 @ 9:00 AM there will be a hearing conducted by the Town of Juno Beach Special Magistrate in the Council Chambers of the Town of Juno Beach, Town Center, 340 Ocean Drive, concerning the violations as listed above. The violation(s) specific to this case is included in the Notice of Violation dated January 05, 2023. (A copy of this Notice of violation is enclosed for your reference.)

Failure to appear may result in the Special Magistrate proceeding in your absence. IF the violation is corrected prior to the hearing date, the case still may be presented to the Special Magistrate.

Should you be found in violation, the Special Magistrate may enter an order against you and may levy a fine of up to \$250.00 a day, per violation, for every day that the violation continues beyond the date set in its order for compliance. If the Town of Juno Beach prevails in demonstrating a violation, the order entered by the Special Magistrate shall require you to pay all costs incurred by the town of Juno Beach in prosecuting the case.

Should you desire, you have the right to obtain an attorney, at your own expense, to represent you before the Special Magistrate. You will have the opportunity to present witnesses, as well as question the witnesses against you, prior to the Special Magistrate making a determination.

Should any interested party seek to appeal any decision made by the Special Magistrate with respect to any matter considered at such hearing, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Sincerely,

Lynn Hamel Code Compliance Officer Town of Juno Beach Ihamel@juno-beach.fl.us (561) 627-0818

Lynn Hamel

On behalf of: Morris (Skip) G. Miller Special Magistrate

Case Detail: CE-23-01-1 Report Printed: 1/5/2023



Meeting Name: Town Council Meeting

**Meeting Date:** October 25, 2023

**Prepared By:** D. Dyess, Town Manager

**Item Title:** Kagan Park Playground Vendor Selection

This item relates to council goal:

Improve Town Beautification, Safety and Upkeep including a short-term (1-3 year) Traffic / Road Safety Plan and a Sidewalk Plan

#### **DISCUSSION:**

In December of 2022 the council was presented with three vendors for exercise equipment at Kagan Park. The council selected Kompan to provide the equipment. During the process of implementing the installation of the exercise equipment a discussion ensued about the playground equipment. The council requested staff to look into replacing the playground equipment by arranging a workshop to hear from two companies (Kompan and Playcraft). The council established a budget of \$225,000 for the new playground.

On August 24<sup>th</sup> a workshop was conducted where both companies presented their playground concept. The council heard from the public via public comment and the council engaged the companies with questions and observations of their products and proposed design. After the workshop the council was sent the full informational package from each company on their products, concept, and pricing. The complete packages can also be found at the links below.

The Town's purchasing policy states that any acquisition over \$10,000 requires a solicitation for sealed, competitive bids unless the council determines that it is not practicable or advantageous to the Town and may waive the bidding process. The council gave staff instructions to hear from these two specific vendors and therefore wishes to waive the bidding process. This agenda item was presented at the September council meeting but was postponed to the October meeting for further discussion and consideration.

Playcraft (has now submitted three concepts based on shade structure comments):

https://drive.google.com/drive/folders/18EEPNnSD2A\_lfFxejgR83uxPVOe1zTtZ?usp=sharing

Playground 1: \$197,793.72 Playground 2: \$203,964.56 Playground 3: \$248,430.52

#### Kompan

https://drive.google.com/drive/folders/11c2GDpScPTmCHOmUppVWv0WI8c71R9Wb?usp=sharing

Tex Made Posts: \$221,180.20 Steel Posts: \$221,364.50

#### **RECOMMENDATION:**

The council should discuss the two equipment vendors and the next steps for replacing the playground and give staff directions.



## Our Commitment Craftsmanship

In today's mass produced world, the commitment to craftsmanship can fall by the wayside. Dedication and an unyielding determination are essential to creating a superior product.

At Playcraft Systems, craftsmanship is the cornerstone of our company. Building on a foundation of sustainable materials, innovative design and our state-of-the-art manufacturing techniques, we create playground equipment and playscape experience unmatched in the industry.

Our products set the benchmark for quality within our industry. This includes our highly durable powder-coat process, which starts with a complete phosphate wash of the component and then an entire layer of epoxy primer. We finish the component with a poly TGIC powder to create a total thickness of 11 mils, an industry high.

In addition, our products meet or exceed the design and safety guidelines found in the ASTM F1487-17 and USCPSC publications for playground equipment designed for public use. Playcraft Systems is also a member of the International Play Equipment Manufacturers Association (IPEMA).



### **Quality Overview**

#### **Resilient Coatings:**

- All metal is chrome sealed to enhance wear protection, reduce friction, and improve corrosion resistance.
- Every inch of metal is coated in primer, not just the weld.
- Metal is finished with (2) coats of durable poly TGIC powder for better curing and a total finish coat of 12 mil, the best in the industry.
- All decks and Play-Tuff<sup>™</sup> components receive more than 125 mil of slip-resistant coating, the thickest in the industry.

#### **Exceptional Plastics:**

- We utilize advanced technology and materials to create durable, tough, plastic components.
- We offer exceptional quality in both rotationally molded and high-density polyethylene.
- Plastic parts manufactured with extra thick walls and colorfast materials for lasting durability and brilliance.
- Each plastic component is hand inspected for excellence.

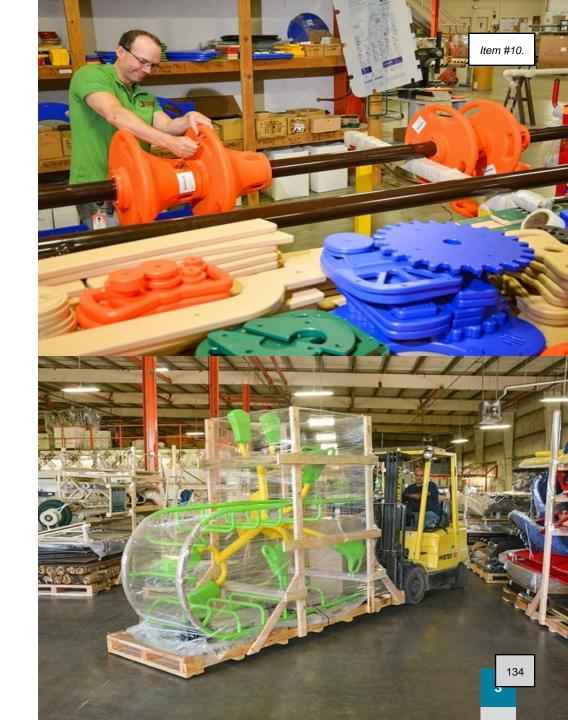
## **Quality Overview**

#### **Hand Finishing:**

- Every part that leaves our factory is hand inspected by trained technicians. Our Custom Finishing Team inspects, hand-finishes, and mechanically files each connection before finish coating is applied.
- All post caps have a ring that wraps the post and self-seals to prevent moisture penetration and rust.
- All edges on plastic parts are rounded and inspected for comfort and safety.

#### Impeccable Shipping and Installation:

- Each new playground arrives in our custom packaging and shipping materials.
- Every playground features a detailed playground Owner's Manual custom crafted for your unique playground system.
- Our proprietary King Clamp System is specifically engineered to ensure a smooth, stress-free, and compliant installation.
- Each playground includes stainless steel, tamperresistant hardware.
- Playcraft's highly trained installers will flawlessly craft you play system to ensure years of community play.





## Shade/Shelter Overview

Shades and shelters are important throughout your park setting to provide cool areas for children to relax. Whether the shade is over the playground equipment itself, or a picnic area for the family, these spots are a key element on any park design. This holds especially true in high sun/heat climates where equipment and surfacing materials may get hot after sitting in long duration of sunlight.

Your Playcraft Consultant will verify entry and peak heights to verify accurate clearance around the equipment and use zone boundaries if inside of a play area. They are built to last with one of the best warranties in the industry. Shades and shelters come in a wide range of styles, colors and shapes to fit your park's need.

## Industry Leading Warranty

Every product we manufacture is designed with quality, safety, and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.

Some of the key callouts of our warranty include:

- Lifetime warranty on all posts and hardware
- 15 year warranty on all metal rails, steel decks, HDPE plastics and rotationally molded plastics.
- 10 year warranty on all shade canopy fabric and Play-Cord™.
- 5 year warranty on powder-coating against cracking (exclusive to the industry)

#### PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and install accordance with published specifications, for a period of one (1) year from the original date of invoice.

Item #10.

Playcraft Systems® further warrants as follows:

#### LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

#### TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

#### **FIFTEEN (15) YEAR LIMITED WARRANTY**

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

#### **TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

#### **TEN (10) YEAR LIMITED WARRANTY**

on all Play-Cord™ against cable breakage and Play-Cord™ connectors against breakage and failure due to defects in materials or workmanship.

#### **FIVE (5) YEAR LIMITED WARRANTY**

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

#### THREE (3) YEAR LIMITED WARRANTY

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

#### ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems® For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other dranages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY, PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Player Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. O).

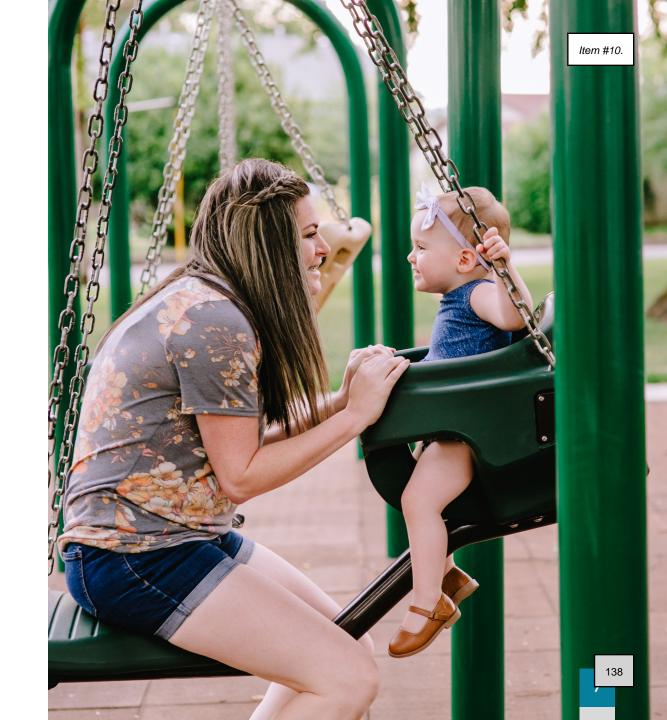
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## **Other Competition**

Outside of the main competitors, there are a few outliers that pop up here and there.

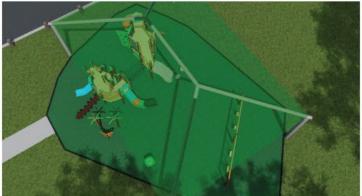
- U.S. Based
  - Leathers and Associates
  - Columbia Cascade
  - Kidstuff Playsystems Inc.
  - Play Mart
  - Superior Playgrounds
  - Website based (BYO, Playgroundequipment.com, APC, etc.)
- International
  - Kompan
  - Henderson
  - Hags
  - UltraPlay (U.S. based, Chinese equipment)
  - Qitele
  - Cemer
  - Blue Imp
  - Funlandia
  - iPlayCo



















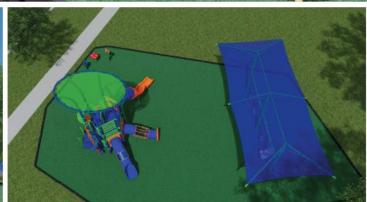








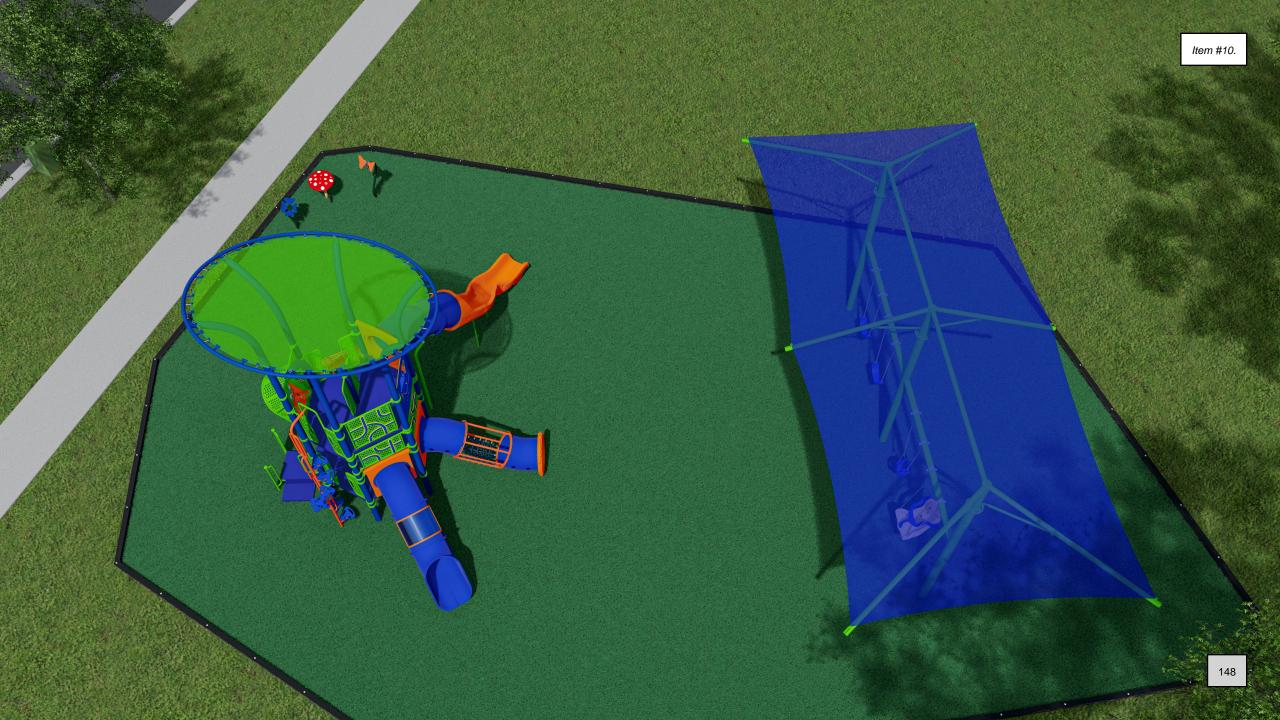






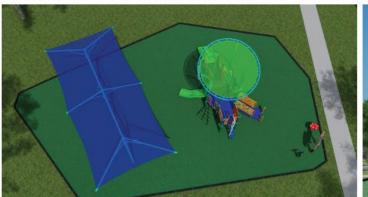






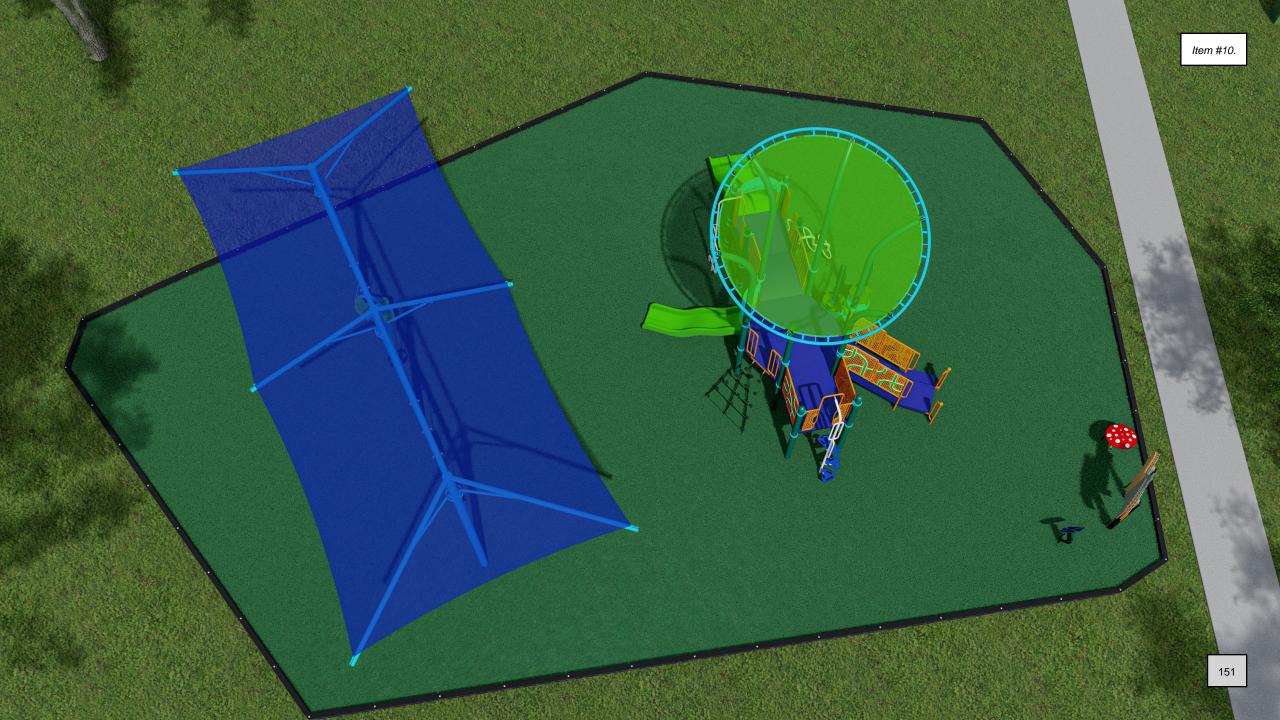
















## **Installation And Turf Playground 1**

Item #10.

Play Space Services, Inc. Innovative Solutions

3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	6/12/2023	PRO	OPOSA	L		Proposal #	23775
			F	Payment To	erms:	Net 30	
Customer Ph				oposal Vali		7/11/2023	
Customer Fa Organization		mo Reach		•		0-42	
Organization	340 Ocean	Drive			Playground Kagan Park	Opι 2	
	Juno Beach	n, FL 33408	Shi	ір То	10 Celestial		
Prepar	ed for:	B. Giancoli			Juno Beach,	FL 33408	
Sales F	Rep	MH					
		D	ESCRIPTION				
		RC PROPOSAL # 25263 Playground Grass Academy by	F I (15		. 100	0/ 1 / EDC	. , 11
boards, staples with Channels	s every 1? around the j s, Envirofill Infill, rem	perimeter, compacted stone bas oval and disposal is not include District #18/19-2; \$23.00 per S	se, 829 sf of 3" Safe ed. Project Size: 3,4	ety Foam Pro			
TOTAL: \$80							
Demo of: Exis	sting Play Equipment						
Installation of		A D 0 4 D A					
	om Play System - R50. 6G Swing Shade (Doo						
- (3) Belt Seat	S	• ,					
- (1) Full Buck - (1) Inclusive							
	Turquoise (IG)						
	m, Medium (IG)						
	Plastic Posts (IG)  Clay County School	District #18/19-2: 37% of total	Playcraft Materials	after Disco	unts.		
TOTAL: \$25			•				
		n of 8 in. @ \$4.14 per Sq.Ft.					
TOTAL: \$12	,834.00						
	,						
					Nl-4-4-1		
		ancing Available - Flexible Terr ales Representative For More In		•	Subtotal		
		1			Salaa Ta	·· (0 00)	
				3	Sales Ta	X (U.UU)	
				-	ΓΟΤΑΙ		
					IOIAL	-	
Signature:		Print Name/Title:			Date		P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Date

P.O. #



3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	6/12/2023	PRO	POSAL		Proposal #	23775
			Payment	Terms:	Net 30	
Customer Phor Customer Fax:			Proposal V	alid Until:	7/11/2023	
Organization:	Town of 340 Ocea	Juno Beach in Drive ch, FL 33408	Project: Ship To	Playground Kagan Par 10 Celestia	k al Way	
Prepared	for:	B. Giancoli		Juno Beach	h, FL 33408	
Sales Rep	p	МН				
		DE:	SCRIPTION			
TOTAL: \$14,52	Yd: 6 @ \$2420 ead 20.00	ch (4 for removal of old Rubber Mu	ulch; 1 for Demo of Play E	quipment and	1 for Construction R	ubbish)
Additional Disco	ount on Installation	n				
TOTAL: -\$22,1 Permitting and A	65.08 Administration Fee	;				
TOTAL: \$3,667	7.00					
INCLUSIONS:						
Proposal include EXCLUSIONS:	_	abor and insurance in accordance w	•			
construction site	, additional insura	owing: prevailing wage differences, ince, union fees, fall height testing, unless otherwise stated in proposal:	drainage, plans, engineered		rinkler systems and so	od, and access to
<ul><li>Customer to p</li><li>All underground</li><li>Provide waste</li><li>Provide bench</li><li>Complete site</li></ul>	rovide 110 electric nd utilities be man receptacle to acco mark for required preparation, excar ed permitting and	nents while job is in progress. cal power and water required for proked prior to installation. commodate construction debris. elevation to be established. vation and disposal of spoil. administration.	oper installation			
	Ask Your ARC	nancing Available - Flexible Terms Sales Representative For More Info	•	Subtota	ıl	
				Sales T	ax (0.00)	
				TOTA	L	
Signature:		Print Name/Title:		_ Date _	P.O	). #

per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary

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3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	6/12/2023	PRC	POSAL		Proposal #	23775
	V: -=: = V		Payment	Tormo	Net 30	
Customer Phor	ne:		Fayillelli	renns.	Net 30	
Customer Fax:			Proposal Va	alid Until:	7/11/2023	
Organization:	Town of	Juno Beach	Project:	Playgroun	d Opt 2	
	340 Oce		-	Kagan Pa	rk	
		ach, FL 33408	Ship To	10 Celesti	al Way ch, FL 33408	
Prepared	for:	B. Giancoli		Julio Beac	п, гъ зз406	
Sales Rep	)	MH				
		DE	SCRIPTION			
PROJECT NOT	ES:					
<ul><li>Pricing is based</li><li>Customer is res</li><li>Dumpster to be</li></ul>	d on offloading of sponsible for veri provided by Pla	very area being next to installation as f equipment on site and immediate if fying the accuracy of all quantities as y Space Services	nstallation and dimensions included in			ill be generated.
	1000/ 5			Subtota	al l	\$115,160.00
		inancing Available - Flexible Terms Sales Representative For More Info		Oubton	41	
i			i	0-1 7	· (0.00)	Φο οο
		ace is required to file civil action or		Sales I	ax (0.00)	\$0.00
		r agrees to pay any and all costs, fee dless of whether suit is actually filed				
limited to any an	d all costs, fees,	expenses and attorney fees incurred		TOTA	J	\$115,160.00
judgement collec	ction efforts or pr	oceedings.		1017	<b>\</b> _	ψ115,100.00
Cianatura		D N /Tie1				
Signature:		Print Name/Title:		Date		P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



#### **Advanced Recreational Concepts**

3125 Skyway Circle Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

## **Proposal**

Organization Town of Juno Beach

340 Ocean Drive Juno Beach, FL 33408

Prepared For Bianca Giancoli Ship To Kagan Park

10 Celestial Way

Juno Beach, FL 33408

Date 6/12/2023 Quotation # 25263

**Prepared By Madelyn Harshaw** 

**Payment Terms** Net 30 Prices Valid Until 7/11/2023

**Project Name** Playground Opt 2

**Customer Phone** 

**Palm Beach** County

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY.				0.00
	INSTALLATION SEPARATE ON PSS # 23775				
PR-R5	R5 Custom Play System - R50AB84BA	1		43,551.02	43,551.02T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-871.02	-871.02
RSW3516G	RSW3516G Swing Shade (Double Bay)	1		14,620.00	14,620.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-292.40	-292.40
A2-313010	Belt Seat	3		172.00	516.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-10.32	-10.32
A2-311010	Full Bucket Seat	1		370.00	370.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-7.40	-7.40
A2-131410	Inclusive Seat	1		1,050.00	1,050.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-21.00	-21.00
FWR-T-IG	Flower, Turquoise (IG)	1		1,439.00	1,439.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-28.78	-28.78
MUSH-MED-IG	Mushroom, Medium (IG)	1		2,469.00	2,469.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-49.38	-49.38
CPSO-S-IG	Swirl w/ Plastic Posts (IG)	1		7,529.59	7,529.59T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-150.59	-150.59
Freight	Freight	1		11,520.00	11,520.00
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information

Subtotal \$82,633.72 **Sales Tax (0.0%)** \$0.00 Total \$82,633.72

Signature	Print Name/Title	Date	P.O. #

## **Installation And Turf Option 2**



3127 Skyway Circle # 101

3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

**PROPOSAL** 6/9/2023 Date: Proposal # 23774 Payment Terms: Net 30 Customer Phone: Proposal Valid Until: 7/8/2023 **Customer Fax:** Organization: Town of Juno Beach Project: Playground Opt 1 340 Ocean Drive Kagan Park Juno Beach, FL 33408 Ship To 10 Celestial Way Juno Beach, FL 33408 Prepared for: B. Giancoli Sales Rep MH **DESCRIPTION** INSTALLATION IS BASED ON ARC PROPOSAL # 25262 Supply, delivery and installation of Playground Grass Academy by ForeverLawn (15 year warranty) using 100% plastic EPS perimeter nailer boards, staples every 1? around the perimeter, compacted stone base, 829 sf of 3" Safety Foam Pro with Channels, 804 sf of 2" Safety Foam Pro with Channels, Envirofill Infill, removal and disposal is not included. Project Size: 3,494 SF Price based on Clay County School District #18/19-2; \$23.00 per Sqft TOTAL: \$80,362.00 Demo of: Existing Play Equipment Installation of: - (1) R5 Custom Play System - R5064788A - (1) RSW3516G Swing Shade (Double Bay) - (3) Belt Seats - (1) Full Bucket Seat - (1) Inclusive Seat - (1) Butterfly, Orange (IG) - (1) Flower, Turquoise (IG) - (1) Mushroom, Medium (IG) - (1) Calypso Drum (IG, Silver) Price based on Clay County School District #18/19-2: 37% of total Playcraft Materials after Discounts. TOTAL: \$26,834.09 Excavation of 3100 Sq.Ft. at a depth of 8 in. @ \$4.14 per Sq.Ft. TOTAL: \$12,834.00 Subtotal 100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information **Sales Tax (0.00)** TOTAL Signature: Print Name/Title: P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Page 1 158



3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	6/9/2023	PRO	POSAL		Proposal #	23774
			Paymen	t Terms:	Net 30	
Customer Phon Customer Fax:	e:		Proposal \	/alid Until:	7/8/2023	
Organization:	Town of June 340 Ocean D Juno Beach,	Prive	Project: Ship To	Playgroun Kagan Par 10 Celesti	rk	
Prepared t		B. Giancoli	3p . 3		ch, FL 33408	
Sales Rep	N	МН				
		DES	SCRIPTION			
TOTAL: \$14,520	d: 6 @ \$2420 each (	4 for removal of old Rubber Mu	ılch; 1 for Demo of Play E	Equipment and	d 1 for Construction R	ubbish)
Additional Disco	unt on Installation					
TOTAL: -\$18,84 Permitting and Ad						
TOTAL: \$3,422.	00					
INCLUSIONS:						
Proposal includes	the following: labor	r and insurance in accordance wi	ith manufacturer specifica	tions. State of	f Florida Contractors L	icensing.
construction site,	additional insurance	ng: prevailing wage differences, e, union fees, fall height testing,	drainage, plans, engineere		orinkler systems and so	od, and access to
Items to be manag	ged by customer unle	ess otherwise stated in proposal:				
- Customer to pro	ovide 110 electrical p	s while job is in progress.  power and water required for pro	oper installation			
		prior to installation.				
		nodate construction debris. vation to be established.				
- Complete site p	reparation, excavati	ion and disposal of spoil.				
<ul><li>Provide require</li><li>Landscaping.</li></ul>	d permitting and adr	ninistration.				
- Masonry repair	S.					
	Ask Your ARC Sale	ncing Available - Flexible Terms es Representative For More Info		Subtota	al	
<b>i</b>			······································	Sales T	ax (0.00)	
				TOTA	L	
Signature:		Print Name/Title:		_ Date _	P.O	. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Page 2 159



3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	6/9/2023	PR	OPOSAL		Proposal #	ŧ 23774
Buto.	0/9/2023		_		•	23771
Customer Phon	۵.		Paymer	nt Terms:	Net 30	
Customer Fax:	С.		Proposal	Valid Until:	7/8/2023	
Organization:	Town of J	uno Beach	Project:	Playgrour	nd Opt 1	
· ·	340 Ocean		•	Kagan Pa	rk	
	Juno Beac	h, FL 33408	Ship To	10 Celesti	al Way ch, FL 33408	
Prepared t	for:	B. Giancoli		Juno Beac	л, г.с. 33408	
Sales Rep		MH				
			DESCRIPTION			
PROJECT NOTE	ES:					
<ul><li>Pricing is based</li><li>Customer is resp</li><li>Dumpster to be</li></ul>	on offloading of consible for verify provided by Play	ry area being next to installatio equipment on site and immedia ing the accuracy of all quantition Space Services the project being accepted. Sh	te installation es and dimensions included			ill be generated.
				_		\$119,125.00
		ancing Available - Flexible Te		Subtota	al	\$119,123.00
	Ask Your ARC S	ales Representative For More l	Information			
In the unlikely ev	ent that Play/Spac	e is required to file civil action	or institute any collection	Sales T	ax (0.00)	\$0.00
efforts against cus	stomer, customer a	agrees to pay any and all costs,	fees, expenses and attorney			
		ess of whether suit is actually frenses and attorney fees incurr		T07		
judgement collect			on appear of in any post	TOTA	<b>L</b>	\$119,125.00
Signature:		Print Name/Title:		Date		P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

## **Playground Equipment Option 2**

Item #10.

#### **Advanced Recreational Concepts**

Where fun has no boundaries . . 3125 Skyway Circle Melbourne, FL 32934 Phone: 321-775-0605 / Fax: 321-242-2216

**Proposal** 

Quotation #

**Prepared By** 

Date

Organization Town of Juno Beach

340 Ocean Drive Juno Beach, FL 33408

Prepared For Bianca Giancoli

10 Celestial Way Juno Beach, FL 33408

Ship To Kagan Park

**Customer Phone** 

**Project Name** 

Payment Terms

Prices Valid Until 7/8/2023

County

**Palm Beach** 

Playground Opt 1

**Madelyn Harshaw** 

6/9/2023

25262

Net 30

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY.				0.00
	INSTALLATION SEPARATE ON PSS # 23774				
PR-R5	R5 Custom Play System - R5064788A	1		49,432.65	49,432.65T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-988.65	-988.65
RSW3516G	RSW3516G Swing Shade (Double Bay)	1		14,620.00	14,620.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-292.40	-292.40
A2-313010	Belt Seat	3		172.00667	516.02T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-10.32	-10.32
A2-311010	Full Bucket Seat	1		370.00	370.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-7.40	-7.40
A2-131410	Inclusive Seat	1		1,050.00	1,050.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-21.00	-21.00
BFLY-O-IG	Butterfly, Orange (IG)	1		1,379.00	1,379.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-27.58	-27.58
FWR-T-IG	Flower, Turquoise (IG)	1		1,439.00	1,439.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-28.78	-28.78
MUSH-MED-IG	Mushroom, Medium (IG)	1		2,469.00	2,469.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-49.39	-49.39
CPSO-S-IG	Calypso Drum (IG, Silver)	1		2,729.00	2,729.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-54.59	-54.59
Freight	Freight	1		11,315.00	11,315.00

100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information Subtotal **Sales Tax (0.0%)** 

Total

Signature	Print Name/Title	Date	P.O. #



**Advanced Recreational Concepts** 

3125 Skyway Circle Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

## **Proposal**

Organization Town of Juno Beach

340 Ocean Drive Juno Beach, FL 33408

Prepared For Bianca Giancoli Ship To Kagan Park

> 10 Celestial Way Juno Beach, FL 33408

Date 6/9/2023 Quotation # 25262

**Prepared By Madelyn Harshaw** 

**Payment Terms** Net 30 Prices Valid Until 7/8/2023

**Project Name** Playground Opt 1

**Customer Phone** 

**Palm Beach** County

Product ID	Description	Qty	U/M	Price	Total
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

100% Financing Available – Flexible Terms	
Ask Your ARC Sales Representative For More Information	

Subtotal \$84,839.56 **Sales Tax (0.0%)** \$0.00 Total \$84,839.56

Signature	Print Name/Title	Date	P.O. #
·			

## **Installation And Turf Option 3**

Item #10.

Play Space Services, Inc. Innovative Solutions

3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:	8/23/2023	PRO	OPOS/	<b>AL</b>		Proposal #	24015
				Payment T	erms:	Net 30	
Customer Ph				Proposal Val	id Until·	9/21/2023	
Customer Fa		YI D 1					
Organization		`Juno Beach an Drive		Project:	Playground Kagan Parl	-	
	Juno Be	each, FL 33408		Ship To	10 Celestial Way,		
Prepare	ed for:	B. Giancolli			North Palm Beach, FL 33408		
Sales F	Rep	МН					
			ESCRIPTION				
		ARC PROPOSAL # 25419					
Removal of E	xisting Play Equipn	ient.					
Installation of	•						
	om Play System - R:						
	7ft Single Post Swi 7ft Single Post Swi						
- (2) Full Bucl							
- (2) Belt Seat							
	Tilt Maze Game	ol District #18/19-2: 37% of Playc	proft Motorial Af	tar Discounts			
Trice based of	Clay County Scho	of District #16/19-2. 37/0 of 1 laye	Tan Material Ar	ter Discounts.			
TOTAL: \$30							
Rentals to incl							
	\$2500 (per 4 Hours 0 Yd: 7 @ \$2100	9					
		Contract #18/19-2 of \$2500 per G	Crane every 4 ho	ours.			
TOTAL: \$19,		•	•				
TOTAL: \$19.	.700.00						
		pth of 6 in. @ \$3.70 per Sq.Ft.					
TOTAL: \$13,	,505.00						
	100% F	inancing Available - Flexible Tern	ns	;	Subtota	I	
	Ask Your ARC	Sales Representative For More In	formation				
					Sales Ta	ax (0.00)	
				·	ouics it	ax (0.00)	
					TOT A		
					TOTA	L	
Signature:		Print Name/Title:			Date		P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Date

P.O. #



3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

**PROPOSAL** 8/23/2023 Proposal # 24015 Date: Payment Terms: Net 30 Customer Phone: Proposal Valid Until: 9/21/2023 **Customer Fax:** Organization: Town of Juno Beach Project: Playground Opt 3 340 Ocean Drive Kagan Park Juno Beach, FL 33408 Ship To 10 Celestial Way, North Palm Beach, FL 33408 Prepared for: B. Giancolli Sales Rep MH **DESCRIPTION** INSTALLATION (Footer installation listed separately) OF: Custom Shade Design - Rectangle Hip Shade: 30' Length x 20' Width x 13' Entry Height. Price based on Clay County #18/19-2, 49% on Material after discount. TOTAL: \$4,809.84 FOOTER INSTALLATION to include 6 Cubic Yards of concrete for 4 footers; and rebar. Note: Without sealed drawings for each structure, the footer sizes stated above are only estimates and will need to be revisited once the drawings and calculations state actual dimensions. TOTAL: \$8,386.00 Supply, delivery and installation of Playground Grass Academy by ForeverLawn (15 year warranty) using 100% plastic EPS perimeter nailer boards, staples every 1? around the perimeter, compacted stone base, 1,590 sf of 3" Safety Foam Pro with Channels, 804 sf of 2" Safety Foam Pro with Channels, Silica sand Infill, removal and disposal is not included. Project Size: 3,650 SF Price based on Clay County School District #18/19-2: \$22.50 Per Sqft TOTAL: \$82,125.00 Additional Installation Discount TOTAL: -\$25,549.39 Permitting and Administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner. TOTAL: \$4,086.00 INCLUSIONS: Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing. Subtotal 100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information **Sales Tax (0.00)** TOTAL Signature: Print Name/Title: P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3127 Skyway Circle # 101 Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date: 8/23/2023 PROPOSAL Proposal # 24015

Payment Terms: Net 30

Customer Phone:

Customer Fax:
Organization: Town of Juno Beacl

on: Town of Juno Beach 340 Ocean Drive

Juno Beach, FL 33408

Prepared for: B. Giancolli

Sales Rep MH

Project: Playground Opt 3

Proposal Valid Until:

Ship To Kagan Park 10 Celestial Way,

North Palm Beach, FL 33408

9/21/2023

#### **DESCRIPTION**

#### **EXCLUSIONS:**

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation, excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

#### PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

\*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

	100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information	Subtotal	\$137,806.00
	tely event that Play/Space is required to file civil action or institute any collection nst customer, customer agrees to pay any and all costs, fees, expenses and attorney	Sales Tax (0.00)	\$0.00
fees incurr limited to a	ed by PlaySpace, regardless of whether suit is actually filed, and including but not any and all costs, fees, expenses and attorney fees incurred on appeal or in any post collection efforts or proceedings.	TOTAL	\$137,806.00
Signature	Print Name/Title:	Date	P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Page 3 165



#### **Advanced Recreational Concepts**

3125 Skyway Circle Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

## **Proposal**

Organization Town of Juno Beach

340 Ocean Drive Juno Beach, FL 33408

Prepared For Bianca Giancolli Ship To Kagan Park

10 Celestial Way,

North Palm Beach, FL 33408

Date 8/23/2023 Quotation # 25419

**Prepared By Madelyn Harshaw** 

**Payment Terms** Net 30 Prices Valid Until 9/21/2023

**Project Name Playground Opt 3** 

**Customer Phone** 

**Palm Beach** County

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 24015				0.00
PR-R5	R5 Custom Play System - R50EA107A	1		79,120.41	79,120.41T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-1,582.41	-1,582.41
A2-2181-7-AB	PC 2181 7ft Single Post Swing Bay (2	1		1,339.00	1,339.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-26.78	-26.78
A2-2181-7	PC 2181 7ft Single Post Swing Bay (2	1		1,795.00	1,795.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-35.90	-35.90
A2-311010	Full Bucket Seat	2		370.00	740.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-14.80	-14.80
A2-313010	Belt Seat	2		172.00	344.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-6.88	-6.88
A2-1600	PC 1600 Tilt Maze Game	1		1,448.00	1,448.00T
	Discount based on Clay County #18/19-2, -2% on Playcraft Products			-28.96	-28.96
Freight	Freight	1		12,750.00	12,750.00
	Custom Shade Design - Rectangle Hip Shade: 30' Length x 20' Width x 13' Entry Height.  COLUMNS: QTY: 4 Ø5.5" Sch-40, with Base Plate RAFTER: Ø3.5" 11-Ga w/ELBOW: Standard Frame Color: TBD Fabric Color: TBD	1		10,332.63	10,332.63T
	Discount based on Clay County #18/19-2, -5% on Superior Shade Products			-516.63	-516.63

100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information Subtotal **Sales Tax (0.0%)** 

Total

Signature	Print Name/Title	Date	P.O. #



#### **Advanced Recreational Concepts**

3125 Skyway Circle Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

## **Proposal**

Organization Town of Juno Beach

340 Ocean Drive Juno Beach, FL 33408

Prepared For Bianca Giancolli Ship To Kagan Park

10 Celestial Way,

North Palm Beach, FL 33408

Date 8/23/2023

Quotation # 25419

**Prepared By Madelyn Harshaw** 

**Payment Terms** Net 30 Prices Valid Until 9/21/2023

**Project Name Playground Opt 3** 

**Customer Phone** 

**Palm Beach** County

Product ID	Description	Qty	U/M	Price	Total
	Engineering: Sealed Drawings & Calculations Fees	1		1,333.55	1,333.55
	Freight: Freight Out Billable and Handling - Freight: Freight Out Billable and Handling	1		2,420.00	2,420.00
	ABT Quote - Anchor Hardware and Templates; Includes Steel Plate Template And Hardware For Cast In Place Anchoring System. (Ship In advance) Shipping Address And Contact Required For Processing.	1		214.29	214.29Т
	Play Equipment - Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

100% Financing Available – Flexible Terms	
Ask Your ARC Sales Representative For More Information	

Subtotal \$110,624.52 **Sales Tax (0.0%)** \$0.00 Total \$110,624.52

Signature	Print Name/Title	Date	P.O. #



## Kagan Park Playground





## Introduction



A healthy community needs a healthy heart. That heart can be the playground and fitness site within a community. The central meeting point for a broad community that mirrors the needs of those who use it, whether it is to socialize, play and develop, exercise, or just sit outdoors enjoying the fresh air and watch the next generation grow. Designing a playground is a very complex process that involves many different factors, and if thoughtfully and intentionally planned, the outcome will bless the community for generations to come. That is why at KOMPAN, we strive to build our local communities to be healthy in body and mind.

It is important to KOMPAN that the users of our playgrounds are safe, have fun, and feel socially included. KOMPAN's products are designed to stimulate children's development physically, intellectually, socially, cognitively, and emotionally. KOMPAN is a member in good standing of the International Playground Equipment Manufacturer's Association (IPEMA). Through IPEMA's third party validator TÜV, SÜD, IPEMA certification assures compliance of our play equipment to ASTM F1487 for the US and CSA Z614 for Canada. KOMPAN Outdoor Fitness equipment is compliant to ASTM F3101. All equipment manufactured by KOMPAN is to ISO 140001 requirements. The sustainability credentials of our products are verified by Bureau Veritas.

I look forward to delivering on your vision for the new playground in the Town of Juno Beach by creating a beautiful and thoughtful design that represents the community it will serve, while providing maximum play value, challenge, and fun for the children using it.

Sincerely,

For and on behalf of KOMPAN Ltd. Katie Moffitt Principal Sales Representative and Consultant,

Email: KatMof@Kompan.com Tel: 561-427-3619



## **About KOMPAN**





- Established in 1970, KOMPAN has more than 50 years of experience in designing, manufacturing and installing outdoor playgrounds and fitness sites all over the world – every day striving to deliver high quality playgrounds and fitness sites that provide outstanding performance and bring communities together.
- Today, KOMPAN is the GLOBAL leader in outdoor play and fitness solutions.
- KOMPAN supports quality of life and helps develop healthier communities by creating the most well-designed, innovative, sustainable and durable playgrounds and fitness site solutions available
- KOMPAN solutions support the development of physical activity, learning, and social inclusion for all ages and for all abilities
- KOMPAN aims to operate in a way that not only respects but also contributes to the positive development of people and the environment
- US Headquartered in Austin, Texas





## **Kompan Sustainability Promise**





## GreenLine

## Made Green: Post-Consumer Waste





## **Current Site Conditions**

KOM Item #10.

The current site is old, showing wear and rust, and has reached the end of its useful life.





## **Existing Design/Layout**





**Current Design, Site Condition, and Surfacing:** 

- Ages 5-12 Structure, Ages 2-12 Swings
- Simple design layout
  - Main Structure with various climbing activities, 1 curly slide, minimal to no ground-level play elements.
  - 2-Bay swing set with 2 belt seats and 2 infant bucket seats
  - Steel decks, railings, and components = LOTS of rust, frequent and expensive maintenance



## Goals and Objectives for New Design

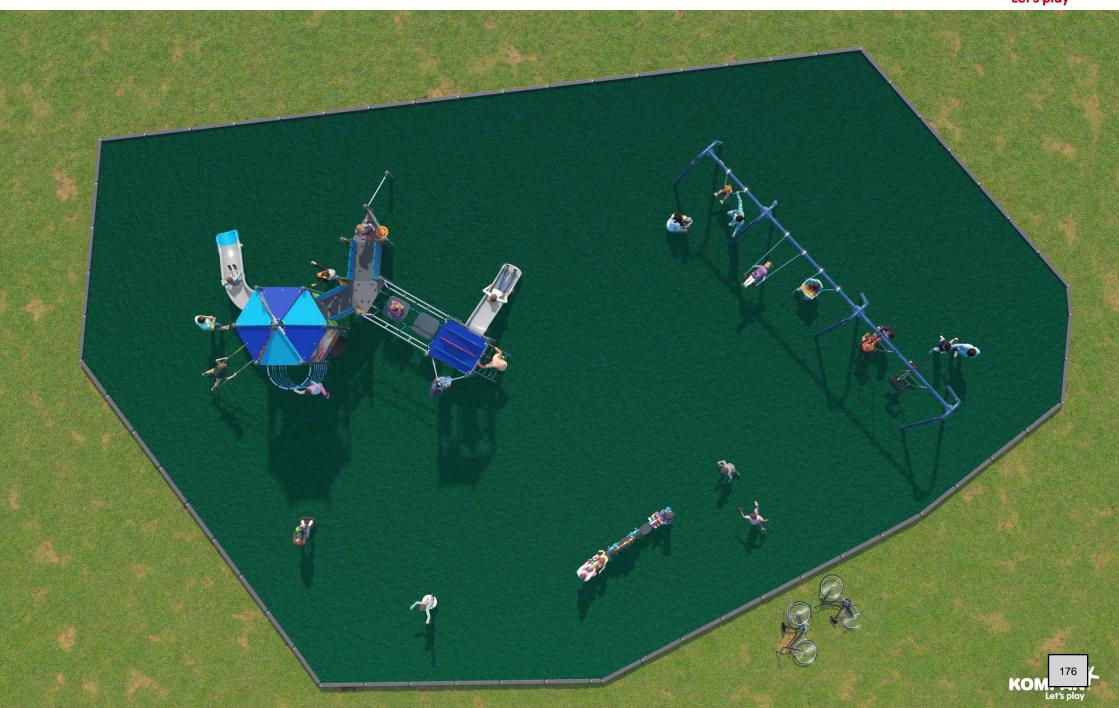




- Utilize existing location and footprint
- Broaden the play activities for ages 2-12
- Inclusion for all abilities through Kompan's Universal Design Principles
- Variety of activities with minimal duplication to ensure holding power, challenge, and graduated play.
  - Wow-Stay- Develop
- Incorporate equipment that allows children to play together or alone.
- Use of highest quality materials that will maximize the lifespan and reduce maintenance requirements and expense of this capital investment
- Represent the coastal identity of Juno Beach through use of custom equipment designs and proven-sustainable materials and manufacturing process. Custom equipment allows the community to express their love for our coastal lifestyle, while offering added play elements to the structure for more social, emotional, cognitive and imaginative play.
- A surfacing solution that is both safe, clean, and lower maintenance.
- Create an aesthetically cohesive design that compliments the Town's new adjacent fitness area
- Deliver a UNIQUE, fun, and exciting playground that will serve generations to come
- Make this YOUR playground!

# Proposed New Design













Proposed New Design

Alternate using Power Coated Galvanized Steel Posts- Color Matched to Fitness Area



















# Proposed New Design TexMade Posts







## Proposed New Design Alternate using Power Coated Galvanized Steel Posts- Color Matched to Fitness Area







# Proposed New Design TexMade Posts







Proposed New Design

Alternate using Power Coated Galvanized Steel Posts- Color Matched to Fitness Area













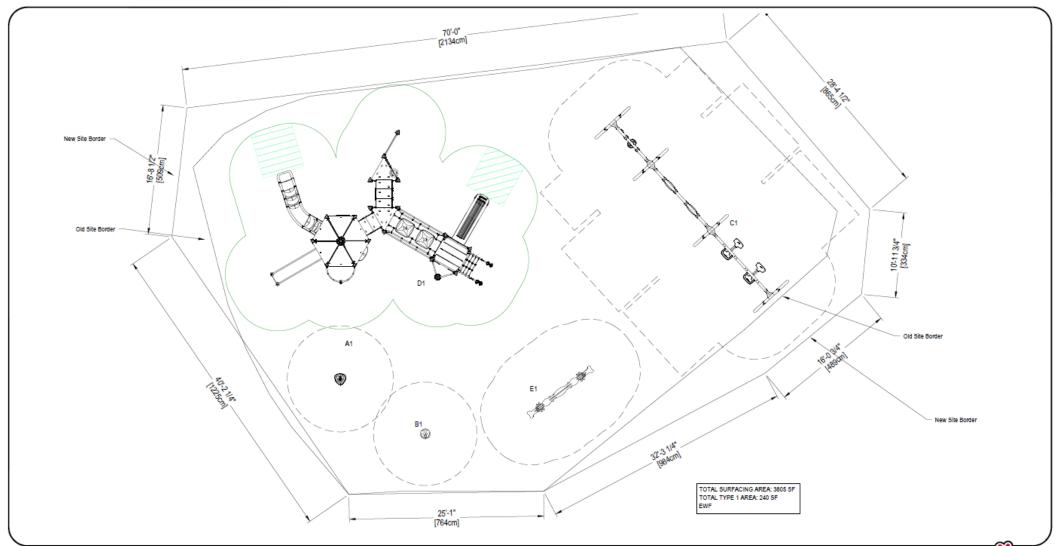












=	Product Number	Product Name	M.F.H.	Count
A	ELES00008-xx17DT	Spinner Plate	1'2"	1
В	GXY8014XX-xx17	Spice 1	3' 3"	- 1
С	K8W925-CUSTOM_202 37536	Swing	711*	1
D	KM39700088	Ocean Platform	911	1
Е	KM39700089	Coral Seesaw	3'3"	1

### Kagan Park Playground

10 Celestial Way, Juno Beach, FL 33408 Site Plan Option 1



Ď	KOMPAN
	Let's play

SHEET	ITATIVE	REPRESEN Katle Moffit	SALE
K1.0	DATE 08/15/23	DRAWN BY Hen8co	REVIEW BY DESIGN
REVISION NOTES	REV. DATE	REV. BY	REV. NO.
	08/17/23	HenSco	2









### **■** Docid

## Design Elements: Custom Ocean Triple Tower Wackle Bridge Age Group: 4 - 12 years













Item #10.

Age Group: 4 - 12 years





### Wackle bridge

Physical: sense of balance and space, and training of posture. Important for being able to sit still.

Social-emotional: cooperation, turn-taking and friendly competition on the plates.







Physical: the children have quick access up the horizontal rungs, and a slower climb up the sloping rungs. The net can be climbed from both sides, levelling the challenge of accessing the platform. Cross coordination and sense of space is supported, as well as arm and leg muscles.

Social-emotional: the two-sided net allows for social interaction. The size invites socializing.

Cognitive: logical thinking and planning when planning how best to enter the platform from the net.







### Curly climber

Physical: coordination and proprioception are supported when placing arms and legs correctly for going down. Sense of balance when rotating. Arm muscles for holding tight.

Social-emotional: empathy stimulated by turn-taking. Cognitive: logical thinking when

placing arms and leas right for

rotating downward.





### **Banister bars**

Physical: coordination is supported when going down, as well as arm and core muscles. Landing strengthens bone density, which is built for life in childhood.

Social-emotional: turn-taking and

risk-takina.









Social-emotional: teams can each have a button to measure rounds, wins etc. The buttons support cooperation and teamwork.

Cognitive: counting and registering supports thinking skills such as logical thinking and sequencing.

Creative: children can leave their mark. placing the timer in different positions.





### Accessible stairway

Physical: climbing the accessible stairway is for everyone and supports cross coordination as well as arm and leg muscles. Young children develop skills for climbing stairs and alternating feet.

Social-emotional: room for active breaks and adult helpers. An inclusive space.







### Hammock

Physical: coordination and sense of balance when swaving.

Social-emotional: meeting, pushing friends gently back and forth, turntakina.

Cognitive: for toddlers cause and effect understanding.









Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down.

Social-emotional: empathy stimulated by turn-taking.

Cognitive: young children develop their understanding of space, speed and distances when sliding down quickly





KOMI Item #10. Let's play

913 ft2

41.5

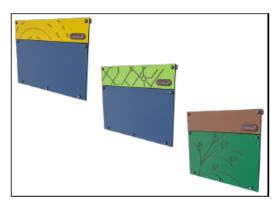
1.40 yd3

0.09 yd32'9"

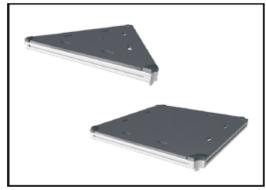
2.892 lbs

In-ground

Age Group: 4 - 12 years



Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



All decks are supported by uniquely designed low-carbon aluminum profiles with multiple attachment options. The grey-colored molded decks are made of 75% post-consumer ocean waste PP material with a non-skid pattern and texture surface.



Main posts with hot dip galvanized steel footing are available in different materials: Pressure impregnated pine wood posts. Pre-galvanized inside and outside with powder coated top finish steel posts. Lead free aluminum with color anodized top finish or pressure impregnated pine wood posts.



	Sunace	•
Warranty Inform	ation	
EcoCore HDPE	Life	time
PP Decks	10 ye	ears
Post	10 ye	ears
Ropes & nets	10 ye	ears
Spare parts guaranteed	10 ye	ears

Item no. PCM310631-0901 Installation Information

Max. fall height Safety surfacing area

Number of installers Total installation time

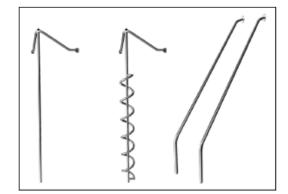
Excavation volume

Footing depth (standard)

Concrete volume

Shipment weight

Anchoring options



The stainless-steel activities are made of highquality stainless steel. The steel is cleaned by a total pickling process after manufacturing to ensure a smooth and clean gliding surfaces.



Ropes are made of UV-stabilized PES rope strands with inner steel cable reinforcement. The polyester wrapping is inductively melted onto each strand to ensure excellent wear and tear resistance.



KOMPAN GreenLine versions are constructed with the most environmentally friendly materials with the lowest possible CO2e emission factor. TexMade posts, EcoCoreTM panels of 100% post-consumer recycled ocean waste, and molded PP decks.

Elevated activities 8	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	5	2	1
Required	4	3	3

## **Sustainability Evaluation Comparison**

Tex Made vs Galvanized Steel/ Powder-Coated Posts Third-Party substantiated and independently verified sustainability.



### **SUSTAINABILITY**



Validation of CO<sub>2</sub> calculation
BUREAU VERITAS
HSE Denmark A/S



### **SUSTAINABILITY**



Validation of CO<sub>2</sub> calculation BUREAU VERITAS HSE Denmark A/S



Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO₂e	Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO₂e
HDPE	421,9 kg	32 %	11 %	0 %	89 %	100 %	372,3 kg	Steel/Metal	443,3 kg	41 %	50 %	25 %	25 %	100 %	1.356,5 kg
TexMade	350,6 kg	27 %	0 %	0 %	100 %	100 %	188,3 kg	HDPE	302,0 kg	28 %	21 %	0 %	79 %	100 %	350,8 kg
Steel/Metal	222,5 kg	17 %	50 %	25 %	25 %	100 %	604,5 kg	Plastic	157,9 kg	15 %	68 %	3 %	30 %	100 %	346,6 kg
Plastic	157,7 kg	12 %	68 %	3 %	30 %	100 %	344,5 kg	Aluminium	85,0 kg	8 %	100 %	0 %	0 %	100 %	479,4 kg
Aluminium	74,7 kg	6 %	100 %	0 %	0 %	100 %	442,5 kg	Stainless Steel	50,7 kg	5 %	50 %	25 %	25 %	100 %	213,1 kg
Stainless Steel	50,6 kg	4 %	50 %	25 %	25 %	100 %	212,7 kg	HPL	19,2 kg	2 %	100 %	0 %	0 %	0 %	37,1 kg
HPL	19,2 kg	1 %	100 %	0 %	0 %	0 %	37,1 kg	Rope	10,7 kg	1 %	100 %	0 %	0 %	0 %	39,2 kg
Rope	10,7 kg	1 %	100 %	0 %	0 %	0 %	39,2 kg	Other	0,1 kg	> 0 %	100 %	0 %	0 %	0 %	0,9 kg
Other	0,1 kg	> 0 %	100 %	0 %	0 %	0 %	0,8 kg								

2.241,9 kg

Total

Total

1.308,0 kg 100 % 30,2 %

Total Recycle Content: 70,0 %

Total: 1,71 kg  $CO_2e$  / kg

97.7 %

64.3 %

Total Recycle Content: 50,2

49,8 %

12,0 % 38,3 % 97,2 % 2.823,6 kg

Total: 2,64 kg CO<sub>2</sub>e / kg







Age Group: 3+ years











Age Group: 3+ years





### Handhold

**Physical:** the possibility to hold onto more areas of the handhold ensures a good grip, necessary for rocking intensely. This trains hand and arm muscles.

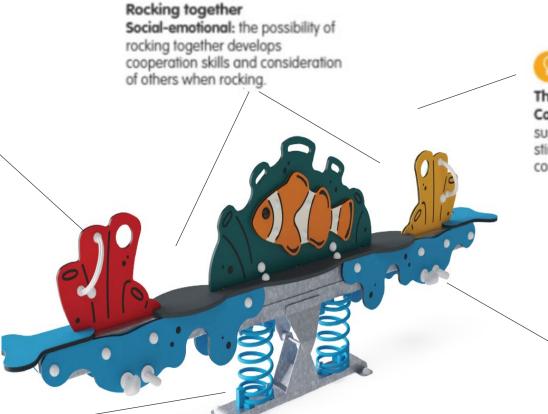




### Rocking spring

Physical: response to movement increases spatial awareness and sense of balance. These are fundamental motor skills that help the child's ability to sit still on a chair which takes a good sense of balance.

Cognitive: trains the understanding of cause and effect: when I move my body, the spring responds with movement.





### Theme

Cognitive: suggests a theme and supports dramatic play, which stimulates languages and communication skills.



### Foot support

Physical: the possibility of footrest supports intense rocking. Rocking stimulates the senses of balance and space that are fundamental in managing the world securely.







Age Group: 3+ years

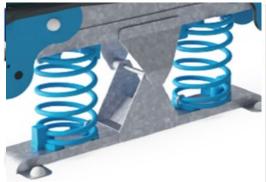




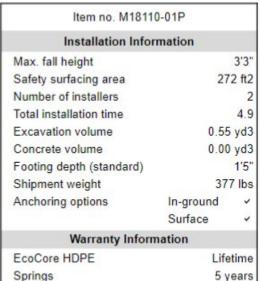
Panels of 19mm EcoCore™. EcoCore™ is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



KOMPAN Springs are made of high quality spring steel according to EN10270. The springs are cleaned by phosphating before they are painted with an epoxy primer and a polyester powder coating as top finish. The springs are fixed by unique anti pinch fittings for maximum safety and long lifetime.



The springs are fixed by unique anti pinch fittings for maximum safety and long lifetime.



HPL platform

Hot dip galvanized steel Spare parts guaranteed



Handholds and footrests are made of injection moulded high quality nylon (PA6). PA6 has good wearing and impact strength.



The steel support posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



KOMPAN GreenLine versions are designed with the most environmentally friendly materials with the lowest possible CO2e emission factor such as EcoCoreTM panels of 100% post-consumer recycled ocean waste.

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1





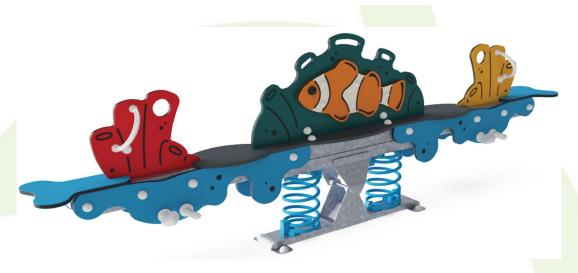
15 years Lifetime

10 years



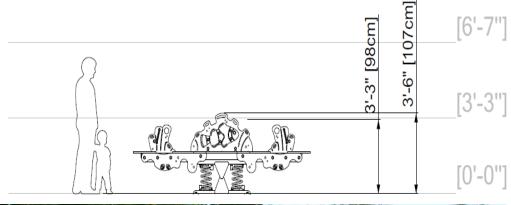
Age Group: 3+ years





Cradle to Gate A1-A3	Total CO <sub>2</sub> emission	CO₂e/kg	Recycled materials
	kg CO₂e	kg CO2e/kg	%
M18113-12P	308.10	2.28	48.60

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))











## **Design Elements: Spinner Plate**

Age Group: 2 - 12 years



10 years



Panels of 19mm EcoCore<sup>™</sup>. EcoCore<sup>™</sup> is a highly durable, eco friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material.



Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free. The bearing system has an integrated drag brake according to global safety standards.



The steel surfaces are hot-dip galvanized inside and outside with lead-free zinc. The galvanization has excellent corrosion resistance in outside environments and requires minimal maintenance.

Item no. Play360 5901299						
Installation Information						
Max. fall height		1'2"				
Safety surfacing area	13	9ft²				
Total installation time		1.4				
Excavation volume 0.13yd <sup>a</sup>						
Concrete volume 0.12yd						
Footing depth (standard)	1'	12"				
Shipment weight	33	Blbs				
Anchoring options	In-ground	~				
Warranty Inform	nation					
EcoCore HDPE	Lifet	ime				
Bearing construction	5 ye	ars				
Hot dip galvanized steel	Lifet	ime				



KOMPAN GreenLine versions are designed with the most environmentally friendly materials with the lowest possible CO2e emission factor such as EcoCoreTM panels of 100% post-consumer recycled ocean waste.







Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	0	0



Spare parts guaranteed







## **Design Elements: Spinner Plate**

Age Group: 2 – 12 years



### SUSTAINABILITY



Validation of CO<sub>2</sub> calculation BUREAU VERITAS

BUREAU VERITAS HSE Denmark A/S



Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO₂e
Steel/Metal	8,0 kg	66 %	50 %	25 %	25 %	100 %	21,5 kg
HDPE	2,1 kg	17 %	0 %	0 %	100 %	100 %	1,3 kg
Aluminium	1,7 kg	14 %	100 %	0 %	0 %	100 %	15,1 kg
Stainless Steel	0,2 kg	2 %	50 %	25 %	25 %	100 %	0,7 kg
Plastic	0,1 kg	1 %	100 %	0 %	0 %	100 %	0,7 kg

Total 12,1 kg 100 % 48,8 % 16,9 % 34,3 % 100,0 % 39,3 kg

Total Recycle Content: 51,5 % Total: 3,29 kg CO₂e / kg

## **Design Elements: Spica**

Age Group: 5+ years









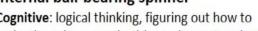
Toothy top A universal design signal for twisting, turning

### Triangle seat

Social-Emotional: turn-taking, cooperation,

socializing





make the spinner work with gravity, not against it.







## **Design Elements: Spica**

Age Group: 5+ years



The Spica bearings are installed in a one-piece design bearing house with integrated drain holes for water passage. The two large steel bearings are fully closed and lifetime lubricated.



The unique GALAXY supertriangle deck plate has an inner core of galvanized steel and soft outer layer of PUR rubber. The rounded edges has a non skid pattern for safe play.



The colored plastic top is made of injection molded high quality PA6 plastic which is UV stabilized to ensure long life time. The two component design is assembled with steel pins around the steel pipe.



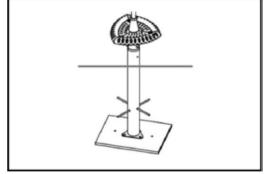
Installation Information Max. fall height 3'3" Safety surfacing area 146,6ft<sup>2</sup> Numbers of Installers (persons) Total installation time Excavation volume 0.49 vd<sup>3</sup> Concrete volume 0,39 yd3 Footing Depth (Standard) 2'11" Shipment Weight 126 Anchoring options In-ground Surface Warranty information Galvanized steel 10 Years Solid Plastic 10 Years Hardware 10 Years 5 Years Bearing construction Spare parts guaranteed 10 Years

Item no. GXY801421-3717

Item #10.



The steel SURFACE is hot dip galvanized inside and outside with lead free Zinc according to global safety standards for playground equipment.



In-ground Footing with large base plate and crossing steel pins secure stabile connection to concrete base. The SPICA is also available for surface installation with expansion bolts.



All hardware connections are covered by unique two piece designed PA6 donuts. The base donut is curved to adapt the shape of the steel pipe and the do-nut cap covers and protect the bolt head.

Elevated Activities 0	Accessible Bevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	0	1	1
Required	0	1	1





To verify product certification, visit www.ipema.org







## Proposed New Design: 3 Bay Swing Ages 2 – 12 years + Adult or Care Taker on Interactive You & Me Swing Seat







## Proposed New Design: 3 Bay Swing Ages 2 – 12 years + Adult or Care Taker on Interactive You & Me Swing Seat







## **Proposed New Design: 3 Bay Swing**

Ages 2 – 12 years



### **SUSTAINABILITY**

Item No. KSW925-0910



Validation of CO<sub>2</sub> calculation **BUREAU VERITAS** HSE Denmark A/S



Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO₂e	
Steel/Metal	255,7 kg	91 %	50 %	25 %	25 %	100 %	779,3 kg	
Aluminium	16,6 kg	6 %	100 %	0 %	0 %	100 %	66,7 kg	
Stainless Steel	5,7 kg	2 %	50 %	25 %	25 %	100 %	24,1 kg	
Plastic	1,8 kg	1 %	100 %	0 %	0 %	100 %	16,9 kg	

Warranty Information					
Post	10 Years				
Hot dip galvanized steel	Lifetime				
Movable parts	2 Years				
Spare parts guaranteed	10 Years				

Total	279,8 kg	100 %	53,3 %	23,4 %	23,4 %	100,0 %	887,0 kg



## **Proposed New Design: 3 Bay Swing**

Ages 2 – 12 years



SW990022



Warranty Information	1
Swing seat	10 Years
Chains	10 Years
Spare parts guaranteed	10 Years

The baby seat is a two component seat with a PP inner core and outside rubber, produced in one operation. The seat is available with swing chains of either hot dip galvanized steel or stainless steel.

Swing Seat, Stainless, 8 ft

SW99001



Warranty Information	
Swing seat	10 Years
Chains	10 Years
Spare parts guaranteed	10 Years



### What's Next?



- Choose Design Option:
  - TexMade vs PCG Steel Posts
- Place Order:
  - Sign and Return Sales Proposal with signed and approved custom renderings
- Lead Time:
  - Custom Equipment has a lead time of 16-18 weeks from Production to Delivery

### Warranty





### Lifetime\* Warranty

- · Hot-Dip galvanized parts
- · Stainless steel parts
- EcoCore<sup>™</sup> and other high-density polyethylene (HDPE) parts

\* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.



### 15-Year Warranty

- · High-pressure laminate (HPL) parts
- Aluminum parts



### 10-Year Warranty

- TexMade™ posts
- Pre-galvanized posts with painted top layer
- Painted surface on galvanized or aluminum metal parts
- Electrogalvanized metal parts
- Molded PP decks
- Solid plastic parts
- · Hollow plastic parts
- Transparent Poly Carbonate (PC) parts
- · Wood-plastic composite (WPC) parts
- Robinia, Siberian larch, pine, and other wood types
- Stainless Steel Slides
- Rope and net constructions



### 5-Year Warranty

- Resin coated plywood parts
- · Springs and ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy Connection Balls



### 2-Year Warranty

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- · Sunshades & sail solutions

#### Warranty coverage

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

#### Proper installation and maintenance

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. All warranty claims shall be accompanied by full documentation for proper installation and maintenance. The warranty for the ICON electrical components is dependent on those products being installed by an ICONtrained and approved installer.

\* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.

#### Warranty exclusions

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

### Near water installations

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion. Specially designed products (handled via department for customized products), provided they have been upgraded to corrosion class C4 prior to delivery, installed within 650 feet from the shore (and not in direct contact with saltwater/spray of saltwater or chlorinated water(e.g. waterparks)) shall, subject to the applicable warranty period for each product type set out in the general warranty, be covered only against

structural failure caused by corrosion (excluding moving parts) and under no circumstances for any period longer than 5 years.

### Third-party supplied products & services

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

#### Freight and warehousing

Global transport and logistics arranged by Kompan appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.

#### Safety Standards

'In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.'







## Proposed New Design with TexMade Posts= \$108,181.00



Equipment Only, Includes Freight. Does NOT include Demo, Installation, Site Work, Drainage, Borders, Surfacing- To Be Provided by Safe 4 Play





## Proposed New Design with PCG Steel Posts = \$108,365.30

KOM Item #10.

Equipment Only, Includes Freight. Does NOT include Demo, Installation, Site Work, Drainage, Borders, Surfacing- To Be Provided by Safe 4 Play



### **Omnia Partners**





About Us Resources & Events Partner With Us



### City of Charlotte, NC Contract Number: 2017001135

July 1, 2017 through June 30, 2022 Option to renew for two (2) additional two-year periods through June 30, 2026 RENEWED THROUGH June 30, 2024 RENEWED THROUGH June 30, 2026

### **KOMPAN**

#### Playground Systems and Outdoor Fitness Solutions

KOMPAN is much more than the No. 1 supplier of innovative playground equipment. Our mission is to make communities happier and healthier through both play and fitness. At the KOMPAN Play Institute, we meticulously research the benefits of our designs on actual users and use real user feedback. Our playgrounds uniformly target cognitive and physical skills so that play is also educational and enriching. Through our surfacing and site amenities partnerships, we can provide you with products to compliment your playground that are as innovative and high quality as your new KOMPAN equipment.

Click Your Industry

Education | Government

Corporate | Enterprise

Real Estate

Private Equity

### Public Sector Higher Education State & Local Government

# K-12 Education

😝 Higher Education

KOMPAN products and solutions can be purchased at the guaranteed lowest competitively bid prices on a cooperative contract through OMNIA Partners. We commonly serve local government, including special disticts, public and private schools and universities, state government municipalities and nonprofits. KOMPAN is proud to be a supplier partner of OMNIA Partners.

 Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC | 2017001135

**VIEW CONTRACT** DOCUMENTATION

**CONTACT US** 



## **Helpful Links for Equipment Demonstrations**



**Greenline Sustainability information** 

Seesaw Springer

**Spica** 

More Spica's

Mega Deck- Similar to Triple Tower







Page 1 of 3

### **Sales Proposal**

Quote No.SP127395-3Customer No.C001015Document Date08/21/2023Expiration Date10/20/2023

Sales Representative E-Mail

Phone No.

KatMof@Kompan.com 561-427-3619 / 800-426-9788

Katherine Moffitt

Andrea Dobbins						
340 Ocean Drive						
Juno Beach, FL	33408					

Town Of Juno Beach

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135 OPTION 1				
PLAY360-CUSTOM	Sanddollar Spinner Plate In-ground 5901299	1 Pieces	1,390.00	10.00	1,251.00
GXY801421-3717	Spica 1 In-ground 90cm	1 Pieces	2,580.00	10.00	2,322.00
KSW925-CUSTOM	3 Bay Swing - 2 You&Me, 2 belt, 1 infant In-ground 20237536	1 Pieces	12,230.00	10.00	11,007.00
KMS-PCM- CUSTOM	Double Mega Deck Ocean theme,TexMade posts In-ground 9700088	1 Pieces	83,790.00	10.00	75,411.00
KMS-MOM- CUSTOM	Ocean Seesaw In-ground 9700089	1 Pieces	7,310.00	10.00	6,579.00
FREIGHT	Freight	1 Pieces	9,611.00		9,611.00



Town Of Juno Beach

Andrea Dobbins

340 Ocean Drive Juno Beach, FL 33408



Page 2 of 3

### **Sales Proposal**

 Quote No.
 SP127395-3

 Customer No.
 C001015

 Document Date
 08/21/2023

 Expiration Date
 10/20/2023

Sales Representative Katherine Moffitt
E-Mail KatMof@Kompan.com
Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty Unit	Unit Price Discount %	Net Price
US-ENGSTAMP- DRW-2	Engineered Stamped Drawings	1 Pieces	2,000.00	2,000.00
	This quote is for equipment only. No site work, surfacing or installation.			
	Equipment Site Plan version K1.0 /dated 8.15.23			

Please allow 16-18 weeks for product delivery upon order placement

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		107,300.00	10,730.00	96,570.00
Subtotal - Installation		2,000.00		2,000.00
Subtotal - Freight		9,611.00		9,611.00
Total USD				108,181.00

**Business Agreement** OMNIA Partners Contract

Payment Terms 50% Prepayment, 50% Net 30 days

### **Installation Site Address**

Kagan Park Playground 10 Celestial Way North Palm Beach, FL 33408





Page 3 of 3

Town Of Juno Beach Andrea Dobbins 340 Ocean Drive Juno Beach, FL 33408

KOMPAN Authorized Signature:

### **Sales Proposal**

 Quote No.
 SP127395-3

 Customer No.
 C001015

 Document Date
 08/21/2023

 Expiration Date
 10/20/2023

Sales Representative Katherine Moffitt
E-Mail KatMof@Kompan.com
Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

Accepted By (signature): \_\_\_\_\_\_

Accepted By (please print): \_\_\_\_\_\_



Town Of Juno Beach

Andrea Dobbins

340 Ocean Drive Juno Beach, FL 33408



Page 1 of 3

### **Sales Proposal**

 Quote No.
 SP127406-2

 Customer No.
 C001015

 Document Date
 08/21/2023

 Expiration Date
 10/20/2023

Sales Representative E-Mail

Phone No.

KatMof@Kompan.com 561-427-3619 / 800-426-9788

Katherine Moffitt

Project Name	US297028 Kagan Park Playground Renovation

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135 OPTION 2				
PLAY360-CUSTOM	Sanddollar Spinner Plate In-ground 5901299	1 Pieces	1,390.00	10.00	1,251.00
GXY801421-3717	Spica 1 In-ground 90cm	1 Pieces	2,580.00	10.00	2,322.00
KSW925-CUSTOM	3 Bay Swing - 2 You&Me, 2 belt, 1 infant In-ground 20237536	1 Pieces	12,230.00	10.00	11,007.00
PCMS-KDS- CUSTOM	Double Mega Deck Ocean, Nisht Sky Blue Steel posts In-ground 724418	1 Pieces	83,980.00	10.00	75,582.00
KMS-MOM- CUSTOM	Ocean Seesaw In-ground 9700089	1 Pieces	7,310.00	10.00	6,579.00
FREIGHT	Freight	1 Pieces	9,624.30		9,624.30



Town Of Juno Beach

Andrea Dobbins

340 Ocean Drive Juno Beach, FL 33408



Page 2 of 3

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Quote No.SP127406-2Customer No.C001015Document Date08/21/2023Expiration Date10/20/2023

Sales Representative Katherine Moffitt
E-Mail KatMof@Kompan.com
Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

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	Equipment Site Plan version K1.0 /dated 8.15.23				
	Please allow 16-18 weeks for product delivery upon order placement				

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		107,490.00	10,749.00	96,741.00
Subtotal - Installation		2,000.00		2,000.00
Subtotal - Freight		9,624.30		9,624.30
Total USD				108,365.30

**Business Agreement** OMNIA Partners Contract

Payment Terms 50% Prepayment, 50% Net 30 days

### **Installation Site Address**

Kagan Park Playground 10 Celestial Way North Palm Beach, FL 33408





Page 3 of 3

Town Of Juno Beach Andrea Dobbins 340 Ocean Drive Juno Beach, FL 33408

KOMPAN Authorized Signature:

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E-Mail KatMof@Kompan.com
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KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

Accepted By (signature): \_\_\_\_\_\_

Accepted By (please print): \_\_\_\_\_\_

Date: \_\_\_\_\_

### Safe 4 Play LLC

303 E Woolbright Road, #271 Boynton Beach, FL 33435 +1 5617675046 josh@safe4play.net www.safe4play.net



### **Estimate**

**ADDRESS** 

Kagan Park Playground & Turf 10 Celestial Way Juno Beach, FL 33408 SHIP TO

Kagan Park Playground & Turf 10 Celestial Way Juno Beach, FL 33408 ESTIMATE # 2387

DATE 08/22/2023

EXPIRATION DATE 09/22/2023

ACTIVITY	QTY	RATE	AMOUNT
INSTALL PLAYGROUND Kagan Park Playground-Juno Beach, FL	0	0.00	0.00
INSTALL PLAYGROUND Installation of Kompan Equipment in flat grassy area: (1) Spinner Plate (1) Spica 1 (1) 3 Bay Swing Set (1) Ocean Platform (1) Coral Seesaw	1	16,970.00	16,970.00
02 Site Work Site Leveling/Drainage	1	13,641.12	13,641.12
INSTALL TURF Provide all necessary material and installation for 4,376 Sq. Ft (Overage) of artificial turf. Price includes Nailers, 4" sub-base, 2" + 3/4" Padding for 10' FCH, turf installation, and supplies, and delivery	1	82,388.08	82,388.08
INSTALL PLAYGROUND  *Please note this pricing does not include a concrete perimeter.  *Please note the Customer is responsible for ALL demo, removal of all existing concrete footers inground, and removal & disposal of existing surfacing.	0	0.00	0.00
*This Estimate does not include limited access charges. If less than an 8' clearance for machinery back charges may incur.  *This estimate does not include Prevailing Wage or Bacon Davis rates. If required resubmit for pricing.			
INSTALL PLAYGROUND Terms of the quote are as follows:	0	0.00	0.00

Safe 4 Play has supplied "The Customer" with a quote detailing the work as understood during a site visit. It will be the customers responsibility to review the quote and make adjustments prior to the acceptance of the quote. If the quote is accepted and the items within the quote change prior to or during work a change order may be required to continue said work. At no point does Safe 4 Play claim to be site contractors or general contractors. Safe 4 Play is very knowledgeable and

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or rediate much heat. Safe4Play LLC does not guarentee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shipper surfaces, or glass top tables can create a magnifing affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

professional in the line of business quoted while our services are very wide ranged.

By accepting the quote both the Customer and Safe 4 Play enter an agreement to have the work performed within the quote. Once a deposit or Work Order is received Safe 4 Play will then start the ordering/ scheduling process. Safe 4 Play will order the materials once quote and deposit are BOTH completed.

Deposit: The proposed price above represents a 3% cash discount (cash or check). If paying by credit card, for all or part of the project, 3% will be added to the payment amount for the portion paid by credit card. A 50% DEPOSIT is required on all orders including installation. 100% PAYMENT due on Material only order.

The schedule will be determined on the order of the executed quote. A representative may have already given a verbal estimate for installation, but this may not be the most accurate based on with the quote is executed.

Once quote and Deposit is submitted-

- 1. Materials are ordered
  - 1. Materials may not be returned.
  - 2. Some materials maybe return, but not without restocking fees.
- 2. Schedule is created for Start Date
  - 1. Start date is based on material arrival and crew availability
- 3. Reminder and Calendar Invite for Work Date
  - Calendar Invite within 2 weeks of work
- 2. If opening occurs an attempt will be made- it will be up to the customer if the job can be completed at that time. (No Penalty)
- 3. Once job is scheduled- If the job needs to be rescheduled within (10) Days no penalty will be added
  - 4. If job is rescheduled within the (10) Period a charge of \$400.00 will be required
- 4. Possible site visit with Installer to assure job scope remaining the same.
  - 1. Any changes may result in additional fees.
- 5. Once the job has started a foreman will remain in contact with the customer on progress
- 1. Foremans do not have the ability to make changes on the project without reporting to office.
- 2. If agreement with Foreman is made without office approval by email the Warranty will be Voided
- 6. Final Walkthrough
- 1. The final walkthrough will be made once the Foreman and Customer have gone through a pre-walkthrough
- 2. A Safe 4 Play representative must perform a walkthrough with the customer unless customer declines
- 7. Payment
- 1. Final payment will be made by customer to Safe 4 Play Representative during the final walkthrough phase.
  - 2. Payment over (15) Days of final walkthrough will be increased by 10%.
- 3. Customer agrees to a 10% increase after 15 Days of walkthrough and ever 15 days until payment is made.
- 8. Notice to Owner
- 1. Safe 4 Play reserves the right the supply the customer with a Notice to Owner within the allotted time by the State of Florida.
- 2. Notice to Owner allows Safe 4 Play the right to place a Lein on the said property until final payment is made.
- 3. If payment is not made within time of Lein Safe 4 Play may also seek Legal Representation at the cost of the customer
- DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or rediate much heat. Safe4Play LLC does not guarentee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shipper surfaces, or glass top tables can create a magnifing affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

Item #10.

Note: This estimate is not a contract or a bill, it is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

SUBTOTAL TAX TOTAL

112,999.20 0.00 **\$112,999.20** 

A 50% DEPOSIT required on all orders including installation.

100% PAYMENT due on Material only order.

Accepted By

Accepted Date



Meeting Name: Town CouncilMeeting Date: October 25, 2023Prepared By: Isabella Hickey

Item Title: Special Event Request – Community Cookout Trick or Treat Trail

### **DISCUSSION:**

Staff received a request for a special event from Ms. Bianca Giancoli, President of the Juno Beach Parks & Recreation Foundation, for a Community Cookout Trick or Treat Trail event to take place around the northern portion of Pelican Lake on Saturday, October 28, 2023. The time of this event will be from 3:00 pm to 8:30 pm (including setup and breakdown time). This event will take place at the North Gazebo, the Town Hall Patio, and around the northern portion of the lake (please refer to the attached site map). The anticipated attendance is approximately 40-50 and approximately 5 volunteers working at this event. The applicant is proposing to utilize up to 40 public parking spaces at the Town Center lot with overflow public parking located on Mercury Road. The parking spaces both at the Town Center and at Mercury Road will be open to the general public and will not be reserved. Activities to take place during the community cookout include: a potluck, trick or treat trail, live music, and a dog parade. Equipment utilized for the event includes a guitar, grill, 3 tents, and approximately 15 tables. Please note that alcohol will not be served or is permitted within Town parks.

The applicant will be charged the permit fee of \$100, and a \$500 Security Deposit for this event based on the attached adopted fee schedule for Off-Site Special Events. This fee and deposit do not include costs for outside assistance by Police, or any other necessary support. The Parks & Recreation Foundation is requesting that the Town waives/sponsors Town Services and fees.

### **RECOMMENDATION:**

Staff recommends that the Town Council consider the request for the special event proposed in Juno Beach as stated above, subject to the applicant being responsible for the application process of the special event and all conditions and requirements following said application, including any additional agency reviews/approvals/fees. In addition, staff recommends that the live music be limited to acoustic (not having electrical amplification).



Town of Juno Beach 340 Ocean Drive; Juno Beach, FL 33408 Phone: (561) 626-1122; Fax: (561) 775-0812

### **Application for Off-Site Special Event**

Note: The issuance of any Special Event permit from the Town of Juno Beach does not exempt the applicant from obtaining the appropriate Business Tax License (occupational license) and temporary liquor license from the State of Florida, Division of Alcoholic Beverages and Tobacco under Florida Statute, or, any other county or state required permits.

### Fee Schedule:

Event Type	<u>Deadlines</u> <u>Application/</u> <u>Obligations</u>	Application Fee	<u>Permit</u> <u>Fee</u> *	Security Deposit	Deadline Late Fee
Low-Impact	60/14 days	\$100	\$100/day	\$500	\$200
(Up to 999 attendees)**	prior to event				
Medium-Impact	120/45 days	\$200	\$500/day	\$1,000	\$400
(1000-4999 attendees)	prior to event				
High-Impact	120/45 days	\$300	\$1,000/day	\$5,000	\$600
(5000+ attendees)	prior to event			, 51 S2442	

<sup>\*</sup>Permit Fee will be determined by the Town Council for off-site events lasting 4 or more consecutive days.

### Notes: Please initial each item below to confirm your understanding:

Application Fee is due at time of Application submittal and is not refundable.

Deadline Late Fee is an additional charge and is not refundable.

Applications are not approved, nor Permit granted, until applicant has received a "Letter of Approval" from the Planning and Zoning Director outlining obligations and fees.

Permit Fees and Security Deposit are due 14/45 days prior to the event. These fees may be refunded if the event is canceled or postponed at least 7/14 days prior to the event date.

After the event, Security Deposit, or a portion of, may be returned after an inspection is completed by Town Staff. The Town shall determine what portion of the Security Deposit may be returned.

Failure to comply with restrictions imposed automatically forfeits the Security Deposit.

Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.

Failure to provide the required obligations, fees and deposits 14 or 45 days prior to the event date, as indicated above, will subject the applicant to the Late Fee and/or cancelation of event.

Additional charges may apply for Police and/or Public Works services, Town Staff will determine what services are required. Please read Sections III and IV. Deadline for these fees are 14 or 45 days prior to the event date, as indicated above, subject to Late Fee and/or cancellation of event.

<sup>\*\*</sup>Low-Impact events consisting of 25 attendees or less will be approved administratively.

### Section I Instructions for Applicant

- 1. Applicant shall complete Section II of this application. (Town Staff will review the Applicants submittal and complete other sections as required.)
- 2. Attach the following with this application:
  - a) Attach Application Fee, and Late Fee if applicable. (All fees are Payable to the Town of Juno Beach.)
  - b) Plot/Site Plan (drawing/sketch), showing the site upon which you are proposing your special event, identifying parking areas, adjacent roadways, existing structures, proposed (temporary) structures/items, road closures, barricades/fences, etc.;
  - c) Attach letter(s) of approval from all outside agencies: (i.e. Palm Beach County (PBC) Parks and Recreation, PBC-Traffic Division, PBC-Fire Rescue, Florida Department of Transportation, Department of Environmental Protection, Environmental Resources Management, Coast Guard, etc.)
  - d) Copy of current insurance certification(s) with the **Town of Juno Beach** listed as "Additionally Insured" with a minimum amount of \$1,000,000.00 liability coverage; (or state your ability to provide it with all other obligations).
  - e) Notarized Letter of approval from property owner(s).
  - f) Copy of Driver License.

**Required Information** 

**Section II** 

3. Sign and date this application at the end of Section II.

Regarding the Applicant:  Name of Applicant/Sponsor: Rec Foundat Phone: 312-(028-262-262-262-262-262-262-262-262-262-2
Name of Applicant/Sponsor: Rec Foundat Phone: 312-628-262
Relationship to Organization Represented; Pranca Giancoli - P
Address of Applicant/Sponsor: 400 Sea side lone Juno Beach
Name, Address, Phone of Organization Represented:
Principal contact person on Event Day/Phone: SUZY ZiFF (410) 2R-7999
Alternate contact person on Event Day/Phone: Clave Knei 814

н	Regarding the Subject Location (where the proposed special event is being requested):
	Address/Location: North Gazebo Pelicon Lake toun trall patio, and around norm of lake.
	Name of Subdivision:
ш	Regarding the Special Event Specifics:
	Please describe the special event being requested: Commonty Cookover to CK of the eat train includes Potluck people bring their own food, live ousic, dog parade.
	Indicate roadway(s) to be closed: no road will be closed.  Sole week will remain upon to public
	Indicate if amusement rides (type/quantity) are part of the event:
	Indicate if alcohol will be served at the event and who will serve:
	Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: 3 tents 1 gill and aloost 10-15 table 5
	Number of employees/volunteers working the event: 5 volunteers
	Number of anticipated attendees for the event: 40 - 450
	Length of time proposed for the event to take place, including set-up and tear down,  (dates/times): 3:30 - 8:30  Set-up 3:30 - 4:30  Event 5 - 8pm cleon up 8-8:30
	Regarding other Town Services:
	If Police and/or Public Works services are being requested, please indicate your anticipated duties: (Regardless of your anticipated need, Town staff may determine that Police and/or Public Works services are required for your event, refer to letter of approval):
T	Town to decide Requesting town center to be open for restrains. The Parks & Rec foundation is requesting that the

Application Fee, and Late Fee, if applicable. Plot/Site Plan	(Payable to Town of Juno Beach)
Outside agency letter(s) of approval	
Insurance Certificate	
Notarized Letter from property owner Copy of Driver License	
By Sopy of British Electrical	
Indicate items not submitted and reasons for non-su	abmittal: payment by
Hold Harmless Agreement: In accordance with the Town of Juno Beach Code of O applicant shall meet all requirements set forth in Chapt addition, Town Staff shall prescribe appropriate condit required.	er 34 and is subject to Town Council approval. In
By submittal of this application, the sponsor agrees to it Beach, its officers, employees and agents from and aga fees, claims, suits and judgments, whatsoever in conne- persons or loss of or damage to property resulting from officers, employees, and agents under any of the terms	ninst all loss, costs, expenses, including attorney's ction with injury to or death of any person or any and all operations performed by sponsor, its
If any unforeseen circumstance(s) occur and/or the spo set forth, the Town Manager or Police Chief shall have commencement of the event and/or during the event.	
Applications are not approved, nor Permit granted, unt from the Planning and Zoning Director outlining obliga	
2 0 .	10/20103
Applicant/Sponsor Signature	Date
o de la companya de l	the state of the A
Bianca Grancoli	
Print Name	
Office Use Only:	RECEIVED 2
Office osc only.	1/01/01
I Salveria HICKEM	2023 OCT -6 PM 5: 20
Received By	Date (Please Date Stamp)
Town Calendar has been reviewed and event "	Γentatively" Scheduled with 2 day alert.
Completed By	Date
Event status shall be updated when approved.	

Please initial to confirm attachments:

### Section III Police Department-Special Event Requirements



The following are additional obligations your organization may have to meet. As part of the Special Event review process the Police Department may impose fees for services as deemed appropriate for the type and impact of the proposed event. The Police Department may schedule a meeting to review the event specifics and Police Operational or Action Plan as determined by the Town. Items reviewed in the Plan include, but are limited to, the following:

- Operations Command Post needs, Incident Management;
- Traffic Control Plan, Road Closures, Parking Plan, Event Route management;
- Staffing needs, Day and Night patrol, Coordination with other agencies;
- Vendor setup and security;
- Attendee/Pedestrian access, security, monitoring and control;
- Equipment needs motorized and non-motorized, Communications;
- Providing of adequate volunteers, Volunteer meeting(s) with Police representative prior to, or on event day(s);
- The Principal of the event shall remain accessible to the Police Supervisor at all times during the event to provide necessary event management and control.

The Police Department will attempt to place officers during the requested dates and hours. Because of unforeseen circumstances, this application may not be filled when requested. Juno Beach Police Officers will not work in the capacity of a "bouncer" at a bar or other establishment where alcohol is served.

### Rates

Regular Staff - \$35.00

Officer - \$55.00

Supervisor (if required) - \$65.00

(Rates are subject to a \$15.00 an hour premium on Town designated Holidays.)

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) OFFICERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- <u>ALL CANCELLATIONS OF POLICE SERVICES MUST BE MADE 48-HOURS IN ADVANCE OR A THREE (3)-HOUR, PER OFFICER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH.FL.US AND PFERTIG@JUNOBEACHPD.COM.</u>

CONTACT TDAYILA	WOUND-DEACH, PL.OB AND	TTENTIO(W) ONOBEACITED. COM.			
Office Use Only:					
Officers	@ \$55.00/hour: total of	hours = \$			
Supervisors Additional Fee(s):	@ \$65.00/hour: total of	hours = \$ \$			
Payment Due Date:  * Payment shall be received n		Payment Received: Y / N event date, as indicated in Fee Schedule.			
Reviewed By:					
Approved by Police Chief/Designee:					

### Section IV Public Works Department-Special Event Requirements

As part of the Special Event review process the Public Works Department may impose fees for services as deemed appropriate for the type and impact of the proposed event.

Public Works services include, but are not limited to, the following:

- Delivery, set-up and removal of traffic or parking control devices including portable
  message boards, barricades, signs, stakes, traffic cones and/or any other devices
  requested by the Town's Police Department.
- Random event site inspections to insure the Applicant removes trash/litter or debris from the event site as needed. Event usage area final inspection of public properties to insure adequate cleaning at event's end/closing and prior to release of security deposits, if applicable.
- Public Works staff time to clean, remove and dispose of any and all residual debris, trash or to repair damaged property incurred by the Applicant or Applicant's agents on the event site public property.

### <u>Rates</u>

Regular Staff \$35.00 Supervisor (if required) \$45.00

- THERE IS A THREE (3)-HOUR MINIMUM FOR ALL EXTRA-DUTY EMPLOYMENT.
- IF MORE THAN THREE (3) STAFF MEMBERS ARE REQUIRED FOR THE EVENT, A SUPERVISOR IS REQUIRED.
- ALL CANCELLATIONS OF PUBLIC WORKS SERVICES MUST BE MADE 48-HOURS IN ADVANCED OR A THREE (3)-HOUR, PER STAFF MEMBER CHARGE WILL BE FORFEITED. PLEASE CONTACT FDAVILA@JUNO-BEACH.FL.US AND AMERIANO@JUNO-BEACH.FL.US.

Office Use Only:				
Regular Staff @ \$35.00/hour: total of hours = \$ Supervisors @ \$45.00/hour: total of hours = \$				
Payment Due Date: Total Amount Due: \$ Payment Received: Y / N				
* Payment shall be received no later than 14/45 days prior to event date, as indicated in Fee Schedule.				
Reviewed By:				
Approved by Director of Public Works/Designee:				

Section V Application Review	
Director of Planning & Zoning	Date 2023
Police Chief	
Public Works Director	Date 10 17 23
Finance Director	Date
Town Manager	<u>10-13-73</u> Date
Section VI Post Event Inspection and Security Deposit St	tatus
Post event Comments, Issues List and recommended Security D	Deposit withheld:
*Amount and Date Returned of Amount Date	the Security Deposit.
Director of Planning & Zoning	Date '
Police Chief	Date
Public Works Director	Date
Finance Director	Date
Town Manager	Date

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# Google Maps

# Parking for Event

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Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

Google Cupproximatery 40 Spales at town center. Over Flow an spales

Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

Google Cupproximatery 40 Spales at town Center. Over Flow an Spales

Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

Google Cupproximatery 40 Spales at town Center. Over Flow an Spales

Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

Google Cupproximatery 40 Spales at town Center. Over Flow an Spales

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Item #11.

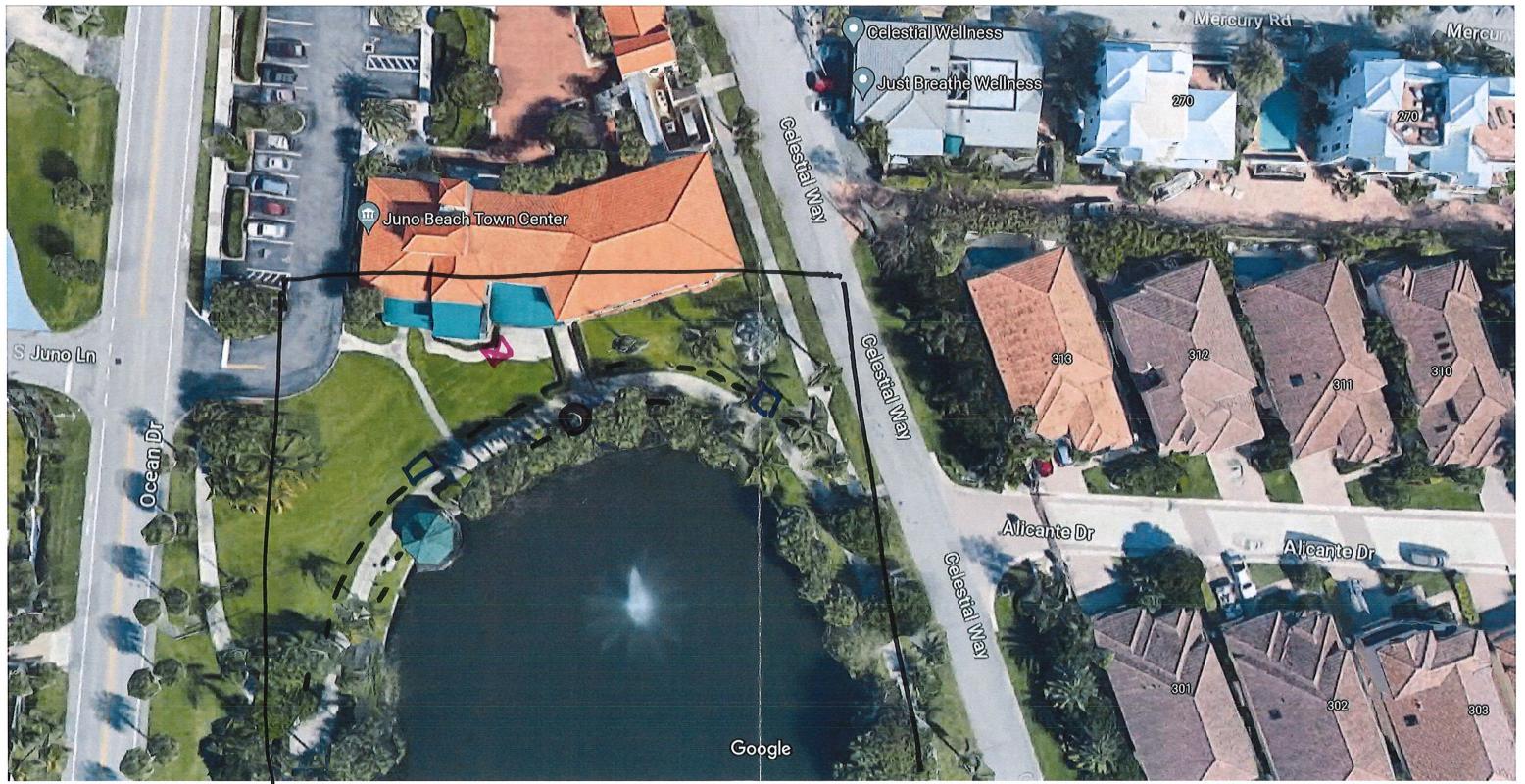


Map data ©2023 Google 200 ft L

Item #11

Google Maps

Site Plan - Spooky Lake Trick or Treat Trail event





—Tables

0 musician

Sidewalk Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 Google 50 ft will remain open to public.

Dog parade on Sidewalk For 10 minutes

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### CERTIFICATE OF LIABILITY INSURANCE

DATE	
10	Item #11.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf :	SUBROGATION IS WAIVED, subject to certificate does not confer rights to	to th	e ter	ms and conditions of th	e polic ich enc	y, certain po lorsement(s)	licies may r	equire an endorsement.	A sta	atement on
this certificate does not confer rights to the certificate holder in lieu of such of PRODUCER CONTROLLER					CONTACT Will Modduy					
	t Main Street Insurance Services, Inc.				NAME: VVIII MIAUGUX PHONE (A/C, No, Ext): (530) 477-6521 (A/C, No, Ext): (530) 477-6521					
	Maddux				E-MAII		eventhelper.c			
	Box 1298				ADDRES		•			NAIC#
				CA 95945		RA: Evansto		DING COVERAGE		35378
INSU	ss Valley			OA 30040			ii iiiodiaiioo (	oompany		00070
IIVSUI	Juno Beach Parks and Recre	otion	Earn	adotion	INSURE					
		allon	roui	luation	INSURE					
	c/o Bianca Giancoli				INSURE					
	400 Seaside Ln			EI 22400	INSURE					
	Juno Beach			FL 33408	INSURE	RF:		DEVICION NUMBER.		
	VERAGES CERT IIS IS TO CERTIFY THAT THE POLICIES			NUMBER:	/C DEE	N ISSUED TO		REVISION NUMBER:	IE POI	ICV PERIOD
IN CE	DICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH F	QUIR PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN'	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER D S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC	OT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,0	00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	0,000
	Host Liquor Liability							MED EXP (Any one person)	\$ 5,0	00
Α	Retail Liquor Liability	Υ	N	3DS5474-M3781151		10/28/2023	10/29/2023	PERSONAL & ADV INJURY	\$ 1,0	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					12:01 AM	12:01 AM	GENERAL AGGREGATE	\$ 2,0	00,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							Deductible	\$ 1,0	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Fer accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	OLAIMO-MADE							NOONLONIE	\$	
	DED   RETENTION \$   WORKERS COMPENSATION							PER OTH- STATUTE ER	•	
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - POLICY LIMIT	\$	
	DÉSCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT	Ÿ.	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 70, Event Type: Holiday Event - Not Haunted - No Charge for Admission / Invite Only.										
CERTIFICATE HOLDER					CAN	CELLATION				
					THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
					AUTHORIZED REPRESENTATIVE					
	340 Ocean Dr							Il Maddwp		
	luno Roach			EI 33408	1		Elone.			

Juno Beach

FL 33408



### **EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):					
Town of Juno Beach 340 Ocean Dr Juno Beach, FL 33408					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II Who Is An Insured:
  - In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is ad Section III – Limits Of Insurance:

Item #11.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



**Meeting Name:** Town Council meeting

Meeting Date: October 25, 2023

Prepared By: L. Rubin/D. Dyess

**Item Title:** First Reading -- Ordinance No. 772 creating Audit Oversight Committee

### **DISCUSSION:**

At its September 27, 2023 meeting, the Town Council reviewed a draft Ordinance creating a Town Audit Oversight Committee, and by consensus, directed Staff to place the Ordinance on the October agenda for first reading. The Ordinance amends Chapter 2, Article IV of the Town Code of Ordinances to provide for the creation of the Committee. The Ordinance further provides as follows:

- The Committee shall consist of 5 members appointed by the Council for terms of two years (with the first term running through March 31, 2026). The members shall have educational and/or practical experience in the fields of business, finance, or accounting.
- The selection of a chairperson upon appointment of the Committee and at the first meeting after April 1<sup>st</sup> every two years thereafter. Meetings shall be scheduled at least once every three months.
- The duties of the Committee shall be: (1) to serve as the auditor selection committee; (2) to oversee and monitor the independent audit of the Town's financial statements from the selection of the auditor through the review and resolution of the audit findings; (3) to serve as advisor to the Town Council and conduct any requested financial studies and analyses; (4) to present an annual written report to the Town Council; and (5) to perform such other duties as assigned by the Town Council. When the Committee is serving as the auditor selection committee, a member of the Town Council shall be appointed to serve on the Committee and assume the role of chairperson as required by state law.
- The Town Manager and Town Clerk shall provide necessary clerical support and technical assistance, and the Finance Director shall act as liaison to the Committee, as well as the liaison between the Committee and the Town's external auditor.

### **RECOMMENDATION:**

Town Staff requests that the Town Council review and consider the proposed Ordinance for adoption on first reading.

1	TOWN OF JUNO BEACH, FLORIDA						
2 3	ORDINANCE NO. 772						
4 5 6 7 8 9 10 11 12 13	AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING ARTICLE IV, "BOARDS AND COMMISSIONS," OF CHAPTER 2, "ADMINISTRATION," OF THE TOWN CODE OF ORDINANCES TO ADOPT A NEW DIVISION 1, "AUDIT OVERSIGHT COMMITTEE," PROVIDING FOR CREATION OF THE COMMITTEE; PROVIDING FOR THE COMMITTEE'S COMPOSITION, MEMBERSHIP, AND MEETINGS; PROVIDING FOR THE COMMITTEE'S DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.						
14 15 16 17	WHEREAS, the Town Council wishes to create an Audit Oversight Committee for the Town of Juno Beach to oversee the Town's annual independent external audit and perform such other duties as may prescribed by the Town Council; and						
18 19 20	WHEREAS, the Town Council determines that the adoption of this Ordinance is in the best interests of the residents and property owners of the Town of Juno Beach.						
<ul><li>21</li><li>22</li><li>23</li></ul>	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOW OF JUNO BEACH, FLORIDA as follows:						
<ul><li>24</li><li>25</li><li>26</li></ul>	<b>Section 1.</b> The foregoing "Whereas" clauses are hereby ratified and incorporated herein.						
27 28 29 30	<b>Section 2.</b> The Town Council hereby amends Article IV, "Boards and Committees," of Chapter 2, "Administration," of the Town Code of Ordinances by adopting a new Division 1 to read as follows (additional language <u>underlined</u> ):						
31 32	Chapter 2 – Administration						
33 34	* * *						
35 36	ARTICLE IV. BOARDS AND COMMISSIONS						
37 38 39	DIVISION 1. AUDIT OVERSIGHT COMMITTEE						
40	Sec. 2-137. Creation.						
41 42	The town council hereby creates an audit oversight committee.						
43 44	Sec. 2-138. Composition; terms; organization; meetings.						
45 46	(a) Composition. The audit committee shall consist of five (5)						
47 48	members to serve at the pleasure of the town council. Each of the members shall be town residents with educational and/or practical experience in the						
40 49	fields of business, accounting, or finance.						

 (b) Terms. The town council shall appoint members to serve two-year terms, with the initial term expiring on March 31, 2026. Members shall continue to serve until their successors are appointed. Appointments to fill vacancies shall be for the remainder of the unexpired term.

- (c) Organization. At the first meeting after the town council's initial appointment of the committee members and at the first meeting after April 1<sup>st</sup> every two years thereafter (starting April 1, 2026), the committee shall select a chairperson to preside at the meetings and act as the official spokesperson of the committee.
- (d) <u>Meetings</u>. The committee shall meet at least once every three months or as otherwise determined by the committee.

### Sec. 2-139. Duties.

The audit oversight committee shall have the following duties and responsibilities:

- (1) Serve as the auditor selection committee (when serving as the auditor selection committee, a member of the town council shall be appointed to serve on the committee and shall assume the role of chairperson as required by state law);
- (2) Oversee and monitor the independent audits of the town's financial statements from the selection of the independent auditor to the review and resolution of the audit findings, including assistance in ensuring any corrective actions are taken;
- (3) Serve as advisor to the town council and conduct any financial studies and analyses requested by the town council;
- (4) Present an annual written report to the town council demonstrating how the committee has discharged its duties and responsibilities; and
- (5) Perform such other duties as may be assigned by the town council.

Ordinance No. 772 Page 3 of 3

Sec. 2-140. Clerical and administrative support. 1 2 3 (a) The town manager and town clerk shall furnish the committee any necessary clerical support and technical assistance, including the 4 preparation of agendas and minutes. 5 6 7 (b) The finance director shall act as liaison to the committee, attend all committee meetings, and act as liaison between the committee and the 8 town's independent auditors. 9 10 Section 3. The provisions of this Ordinance shall become and be made a part of 11 12 the Code of the Town of Juno Beach, Florida. 13 14 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this 15 Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional. inoperative, or void, such holding shall not affect the remainder of the Ordinance. 16 17 All ordinances or parts of ordinances in conflict with this Ordinance are 18 19 hereby repealed to the extent of such conflict. 20 21 **Section 6**. This Ordinance shall become effective immediately upon adoption 22 FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2023. 23 24 SECOND, FINAL READING AND ADOPTION this \_\_\_\_\_ day of \_\_\_\_\_, 2023. 25 26 27 NAY AYE 28 ALEXANDER COOKE, MAYOR 29 30 AYE NAY PEGGY WHEELER, VICE MAYOR 31 32 33 AYE NAY MARIANNE HOSTA, VICE MAYOR PRO TEM 34 35 36 AYE NAY ELAINE K. COTRONAKIS, COUNCILMEMBER 37 38 39 40 AYE NAY DD HALPERN, COUNCILMEMBER 41 ATTEST: APPROVED AS TO FORM AND LEGAL 42 43 SUFFICIENCY: 44 45 CAITLIN COPELAND-RODRIGUEZ LEONARD G. RUBIN 46 TOWN CLERK **TOWN ATTORNEY** 47



**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** L. Rubin, Town Attorney

**Item Title:** Charter Amendment Ordinances – First Reading (Ordinance No. 773-777)

**DISCUSSION:** At its September 13, 2023 meeting, the Town Council reviewed the Charter Review Committee's proposed amendments to the Town Charter and directed Staff to move forward with preparing the necessary Ordinances submitting the proposed amendments to referendum. The proposed amendments have been broken down into five different Ordinances/questions.

### Ordinance No. 773 (Fiduciary Responsibilities):

This Ordinance amends Section 1 of Article III of the Town Charter to add a new subsection (c) to read as follows:

(c) The town council adopts policies and appropriates town funds through its budgetary responsibilities, and its members have fiduciary responsibilities as trustees of public funds.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

# AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER RELATING TO THE TOWN COUNCIL'S FIDUCIARY RESPONSIBILITIES

THIS AMENDMENT ADDS NEW LANGUAGE TO ARTICLE III OF THE TOWN CHARTER TO SPECIFICALLY RECOGNIZE THAT THE TOWN COUNCIL HAS FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS APPROPRIATED THROUGH THE BUDGETARY PROCESS.

SHALL THE ABOVE-I	DESCRIBED AMENDMENT BE ADOPTED?
YES	NO

### **Ordinance No. 774 (Land Development Regulations):**

This Ordinance amends Section 7 of Article III of the Town Charter to add a new subsection (f) to read as follows:

(f) Land development regulations. Any amendment to the town's land development regulations that increases the permitted height or density within any zoning district shall require an affirmative vote of all five (5) councilmembers.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

### AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER RELATING TO LAND DEVELOPMENT REGULATIONS

THIS AMENIMENT DECLIDES A LINANIMOUS VOTE OF ALL FIVE MEMBEDS

OF THE TOWN COUNCIL TO AMEND THE TOWN'S LAND DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT.
SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?
YES NO
Ordinance No. 775 (Variances):
This Ordinance amends Section 7 of Article III of the Town Charter to add a new subsection (g) to read as follows:
Variances. Commencing on the date of the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in section 14 of Chapter 2023-304, Laws of Florida, any order granting a variance to the permitted height within any zoning district shall require an affirmative vote of all five (5) councilmembers.
As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:
AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER RELATING TO HEIGHT VARIANCES
THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE EXPIRATION OF THE LIMITATIONS ON ADOPTING MORE RESTRICTIVE OR BURDENSOME PROCEDURES CONCERNING THE APPROVAL OF DEVELOPMENT PERMITS SET FORTH IN SECTION 14 OF CHAPTER 2023-304, LAWS OF FLORIDA.
SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?
YES NO
Ordinance No. 776 (Initiative and Referendum):  This Ordinance amends Section 1 of Article VI of the Town Charter to revise the language as follows:
(a) General provisions.

- (1) *Initiative*. Electors of the town shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any ordinance relating to appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (2) Referendum. Electors of the town shall have power to require reconsideration by the council of any adopted ordinance and if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any emergency ordinance or ordinance relating to the appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (b) Commencement of proceedings. Any five (5) electors of the town may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating they will constitute the petitioners committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought [to] be reconsidered.

Promptly after the affidavit of the petitioners committee is filed, the town clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners committee at the committee's expense.

### (c) *Petitions*.

- (1) Number of signatures. Initiative and referendum petitions must be signed by electors of the town equal in number to at least fifteen (15) percent of the total number of electors registered to vote at the last regular town election.
- (2) Form and content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
- (3) Affidavit of circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he the circulator personally circulated the paper, the number of signatures thereon, that all the signatures where affixed in his the circulator's presence, and that he the circulator believes them to be the genuine signature of the persons whose names they purport to be and that each signer had an opportunity

before signing to read the full text of the ordinance proposed or sought to be reconsidered.

- (3) Time for filing referendum petitions <u>Time for filing referendum petitions</u>. Referendum petitions must be filed within thirty (30) days after adoption by the council of the ordinance sought to be reconsidered.
- (d) *Procedure for filing.* 
  - (1) Certificate of clerk; amendment. Within twenty (20) days after the initiative or referendum petition is filed the town clerk shall complete a certificate as to its sufficiency, specify if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners committee by registered mail. Grounds for insufficiency are only those specified in subsection (c). If the petitioners committee does not request council review under subsection (2) of this section within the time required, the clerk's certificate shall be a final determination as to the sufficiency of the petition.
  - (2) Council review. If a petition has been certified insufficient the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate within thirty (30) days of the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (e) *Referendum petitions*. When a referendum petition is filed with the town clerk the ordinance sought to be reconsidered shall remain in effect until:
  - (1) The council repeals the ordinance, or;
  - (2) A vote of the town's qualified electors repealing the ordinance has been certified.
- (f) Action on petitions.
  - (1) Action by council. When an initiative or referendum petition has finally been determined sufficient, the council shall consider the proposed initiative ordinance or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance within sixty (60) days, a vote of the town's qualified electors on a proposed or referred ordinance shall be held.
  - (2) Submission to voters. The election shall be held not less than ninety (90) days and not later than one hundred twenty (120) days from the date that the petition was determined sufficient. If no regular town election is scheduled to be held within the period described in this subsection, the council shall provide for a special election, within the described period.

Copies of the proposed or referred ordinance shall be made available at the polls.

- (3) Withdrawals of petitions. An initiative or referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the town by filing with the town clerk or other official designated by the council a request for withdrawal signed by at least four members of the petitioners committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (g) Results of election.
  - (1) *Initiative*. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council; provided, however that the council may amend or repeal an ordinance enacted by initiative only upon the affirmative vote of at least four (4) councilmembers.

If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) *Referendum*. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

## AN AMENDMENT TO ARTICLE VI OF THE TOWN CHARTER RELATING TO INITIATIVE AND REFERENDUM PROCEDURES

THIS AMENDMENT AMENDS EXISTING LANGUAGE TO CLARIFY THAT ANY VOTE ON A REFERENDUM OR INITIATIVE PROCEDURE SHALL BE SUBMITTED TO A VOTE OF THE TOWN'S QUALIFIED ELECTORS IN LIEU OF "A VOTE OF THE TOWN" TO MAINTAIN CONSISTENCY WITH THE REMAINDER OF THE ARTICLE REMOVES GENDER-SPECIFIC PRONOUNS.

YES	NO
1 Lb	110

### Ordinance No. 777 (Residency, Qualification and Removal of Mayor and Councilmembers):

This Ordinance amends Section 1 and Section 6 of Article III of the Town Charter to read as follows:

Sec. 1. Form of government; town council; power and composition; qualification; residency.

(b) Only electors of the town who have been continuous residents for at least one (1) year immediately preceding the date of filing of their notice of candidacy shall be eligible to hold the office of mayor or councilmember. All candidates for mayor or councilmember shall submit an affidavit prior to qualification for office demonstrating that they meet the residency requirement. As used in this section and for the purpose of completing the affidavit, "residency" shall require: (1) a place of abode within the town where the prospective candidate actually lives; and (2) the present intent of making that place of abode the person's permanent home. Additionally, the affidavit shall state that the candidate is registered to vote at the candidate's place of abode at the time of qualification. No elector shall qualify for the office of mayor or councilmember if he or she has been convicted or pled nolo contendere to any felony or has been convicted or pled nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.

\* \* \*

### Sec. 6. Vacancies; forfeiture of office; filling of vacancies.

(a) Vacancies. The office of mayor or of a councilmember shall become vacant upon death, resignation, or removal from office in any manner authorized by law of such mayor or councilmember or if such mayor or councilmember ceases to be an elector of the town or ceases to meet the requirements for candidacy set forth in section 1(b) of this article as determined by the remaining members of the council.

As set forth in the Ordinance, the title of the ballot and the explanatory statement read as follows:

# AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER RELATING TO CANDIDATE QUALIFYING AND REMOVAL FROM OFFICE

THIS AMENDMENT REVISES SECTION 1 AND SECTION 6 OF ARTICLE III OF THE TOWN CHARTER TO CLARIFY THE CANDIDATE RESIDENCY REQUIREMENT TO ENSURE THE CANDIDATE LIVES IN THE TOWN AND INTENDS TO REMAIN A RESIDENT, PROHIBIT A CANDIDATE WHO HAS BEEN CONVICTED OF OR PLEAD NOLO CONTENDERE TO A FELONY OR CRIME OF DISHONESTY FROM QUALIFYING FOR OFFICE, AND PROVIDE FOR REMOVAL OF THE MAYOR OR A COUNCILMEMBER WHO CEASES TO MEET THE CANDIDACY REQUIREMENTS.

SHALL	THE ABO	JVE-DES	CKIRED	AMENI	<b>JMENT</b>	RE AD	OPI	ED?

YES	NO
	·

Each of the questions shall be presented to the Town's electors at the March 19, 2024 election and only those questions that receive a majority of the votes in favor shall become effective. Any question that does not receive a majority vote in favor is automatically repealed.

### **RECOMMENDATION:**

Staff recommends that the Town Council consider adoption of each of the proposed Ordinances on first reading.

1	TOWN OF JUNO BEACH, FLORIDA
2	ORDINANCE NO. 773
4 5 6 7 8 9 10 11 12 13 14	AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 1, "FORM OF GOVERNMENT; TOWN COUNCIL; POWER AND COMPOSITION; QUALIFICATION; RESIDENCY," OF THE TOWN CHARTER TO REFERENCE THE TOWN COUNCIL'S FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR A BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR
16 17	OTHER PURPOSES.
18 19 20	WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and
21 22 23 24 25	WHEREAS, the Committee recommended revising Article III, Section 1 of the Town Charter to reference the Town Council's fiduciary responsibilities as trustees of public funds; and
26 27 28	WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.
29 30 31	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:
32 33 34	<b>Section 1.</b> The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.
35 36 37 38	<b>Section 2.</b> The Town Council hereby amends Article III, "Legislative," Section 1, "Form of government; town council; power and composition; qualification; residency," of the Town Charter to read as follows (additional language is <u>underlined</u> ):
39 40	ARTICLE III. LEGISLATIVE
41 42	* * *
43 44	Sec. 1. Form of government; town council; power and composition;
<del>1</del> 5	qualification; residency.

Ordinance No. 773 Page 2 of 3

\* \* \* 1 2 3 The town council adopts policies and appropriates town funds (c) 4 through its budgetary responsibilities, and its members have 5 fiduciary responsibilities as trustees of public funds. 6 The amendment to the Town Charter set forth in Section 2 above 7 Section 3. 8 shall not take effect unless and until it is submitted to the electors of the Town of Juno 9 Beach. The amendment shall be submitted at the Town's general election to be held on 10 Tuesday, March 19, 2024. 11 12 **Section 4.** The title of the ballot and explanatory statement setting forth the 13 substance of the amendment to the Town Charter shall appear on the ballot and shall 14 read as follows: 15 16 AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER 17 **RELATING TO THE TOWN COUNCIL'S FIDUCIARY RESPONSIBILITIES** 18 THIS AMENDMENT ADDS NEW LANGUAGE TO ARTICLE III OF THE 19 20 TOWN CHARTER TO SPECIFICALLY RECOGNIZE THAT THE TOWN 21 COUNCIL HAS FIDUCIARY RESPONSIBILITIES AS TRUSTEES OF PUBLIC FUNDS APPROPRIATED THROUGH THE ADOPTION OF 22 POLICIES AND THE BUDGETARY PROCESS. 23 24 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED? 25 26 27 YES NO 28 29 The Town Clerk is hereby authorized and directed to advertise the 30 referendum election contemplated herein in accordance with Section 100.342, Florida 31 Statutes, and Section 8-6 of the Town Code of Ordinances. 32 33 Section 6. The provisions of this Ordinance shall become and be made part of 34 the Charter of the Town of Juno Beach, Florida. 35 36 Section 7. If any section, paragraph, sentence, clause, phrase or word of this 37 Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the 38 39 Ordinance. 40 41 All ordinances or parts of ordinances of the Town of Juno Beach, Section 8. 42 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict. 43 44 45 This Ordinance shall become effective upon approval of a majority Section 9. of the electors casting their votes at the March 19, 2024 election. If not approved by a 46

	majority of repealed.	the voters voting in the	election, this Ordinance shall be automatically
4	FIRST REA	DING this day of	, 2023.
7	SECOND, F	FINAL READING AND ADO	PTION this day of, 2023.
8 9 0 1	AYE	NAY	ALEXANDER COOKE, MAYOR
2	AYE	NAY	PEGGY WHEELER, VICE MAYOR
5	AYE	NAY	MARIANNE HOSTA, VICE MAYOR PRO TEM
8 9 0	AYE	NAY	ELAINE K. COTRONAKIS, COUNCILMEMBER
21 22 23	AYE	NAY	DD HALPERN, COUNCILMEMBER
24 25 26 27	ATTEST:		APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
.8 .9	CAITLIN CO	DPELAND-RODRIGUEZ RK	LEONARD G. RUBIN TOWN ATTORNEY

1	TOWN OF JUNO BEACH, FLORIDA
2 3	ORDINANCE NO. 774
4 5 6 7 8 9	AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 7, "PROCEDURE," OF THE TOWN CHARTER TO REQUIRE A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL TO AMEND THE TOWN'S LAND DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED
11 12 13 14 15 16	HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.
18 19 20	WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and
21 22 23 24 25	WHEREAS, the Committee recommended a revision to Article III, Section 7 of the Town Charter to require a unanimous vote of all five members of the Town Council to amend the Town's land development regulations to increase the permitted height or density within any zoning district; and
26 27 28 29	WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.
30 31 32 33	NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:
34 35 36	<b>Section 1.</b> The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.
37 38 39	<b>Section 2.</b> The Town Council hereby amends Article III, "Legislative," Section 7, "Procedure," of the Town Charter to read as follows (additional language is <u>underlined</u> ):
40	ARTICLE III. LEGISLATIVE
41 42	* * *
43	
44 45	Sec. 7. Procedure.
45 46	* * *

(f) <u>Land development regulations</u>. Any amendment to the town's land development regulations that increases the permitted height or density within any zoning district shall require an affirmative vote of all five (5) councilmembers.

**Section 3.** The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno Beach. The amendment shall be submitted at the Town's general election to be held on Tuesday, March 19, 2024.

**Section 4.** The title of the ballot and explanatory statement setting forth the substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows:

# AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER RELATING TO LAND DEVELOPMENT REGULATIONS

THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL TO AMEND THE TOWN'S LAND DEVELOPMENT REGULATIONS TO INCREASE THE PERMITTED HEIGHT OR DENSITY WITHIN ANY ZONING DISTRICT.

SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?

YES\_\_\_\_\_ NO\_\_\_\_

**Section 5.** The Town Clerk is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with Section 100.342, Florida Statutes, and Section 8-6 of the Town Code of Ordinances.

**Section 6.** The provisions of this Ordinance shall become and be made part of the Charter of the Town of Juno Beach, Florida.

**Section 7.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.

**Section 8.** All ordinances or parts of ordinances of the Town of Juno Beach, Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

**Section 9.** This Ordinance shall become effective upon approval of a majority of the electors casting their votes at the March 19, 2024 election. If not approved by a majority of the voters voting in the election, this Ordinance shall be automatically repealed.

Ordinance No. 774 Page 3 of 3

1	FIRST REA	ADING this	day of	, 2023.			
2 3 4 5	SECOND,	FINAL READIN	ig and add	PTION this	day of	, 2023.	
6 7 8	AYE	NAY		ALEXANDER (	COOKE, MAYOR		
9 10 11	AYE	NAY		PEGGY WHEE	ELER, VICE MAY	OR	
12 13 14	AYE	NAY		MARIANNE HO	OSTA, VICE MAY	OR PRO TEM	
15 16 17	AYE	NAY		ELAINE K. CO	TRONAKIS, COL	INCILMEMBER	
18 19 20	AYE	NAY		DD HALPERN,	COUNCILMEME	BER	
21 22 23 24	ATTEST:			APPROVED AS SUFFICIENCY	S TO FORM AND :	LEGAL	
25 26 27 28	CAITLIN COPELAND-RODRIGUEZ TOWN CLERK			LEONARD G. RUBIN TOWN ATTORNEY			

## TOWN OF JUNO BEACH, FLORIDA

1 2

## 

48 Sec. 7. Procedure.

**ORDINANCE NO. 775** 

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO ARTICLE III, "LEGISLATIVE," SECTION 7, "PROCEDURE," OF THE TOWN CHARTER TO REQUIRE A UNANIMOUS VOTE OF ALL FIVE MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE EXPIRATION OF THE LIMITATIONS SET FORTH IN SECTION 14 OF CHAPTER 2023-304, LAWS OF FLORIDA; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended a revision to Article III, Section 7 of the Town Charter to require a unanimous vote of all five members of the Town Council sitting as the Zoning Board of Adjustment and Appeals to grant a variance to permitted height within any zoning district upon the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in Section 14 of Chapter 2023-304, Laws of Florida; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

**Section 2.** The Town Council hereby amends Article III, "Legislative," Section 7, "Procedure," of the Town Charter to read as follows (additional language is underlined):

#### ARTICLE III. LEGISLATIVE

\* \* \*

1	
2	* * *
3	
4	
5	(g) Variances. Commencing on the date of the expiration of the
6	limitations on the adoption of more restrictive or burdensome
7	procedures concerning the review or approval of development
8	permits set forth in section 14 of Chapter 2023-304, Laws of Florida,
9	any order granting a variance to the permitted height within any
10	zoning district shall require an affirmative vote of all five (5)
11	councilmembers.
12	<del></del>
13	Section 3. The amendment to the Town Charter set forth in Section 2 above
14	shall not take effect unless and until it is submitted to the electors of the Town of Juno
15	Beach. The amendment shall be submitted at the Town's general election to be held on
16	Tuesday, March 19, 2024.
17	<b>,</b>
18	Section 4. The title of the ballot and explanatory statement setting forth the
19	substance of the amendment to the Town Charter shall appear on the ballot and shall
20	read as follows:
21	
22	AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER
23	RELATING TO HEIGHT VARIANCES
23 24	
25	THIS AMENDMENT REQUIRES A UNANIMOUS VOTE OF ALL FIVE
26	MEMBERS OF THE TOWN COUNCIL SITTING AS THE ZONING BOARD
27	OF ADJUSTMENT AND APPEALS TO GRANT A VARIANCE TO THE
28	PERMITTED HEIGHT WITHIN ANY ZONING DISTRICT UPON THE
29	EXPIRATION OF THE LIMITATIONS ON ADOPTING MORE
30	RESTRICTIVE OR BURDENSOME PROCEDURES CONCERNING THE
31	APPROVAL OF DEVELOPMENT PERMITS SET FORTH IN SECTION 14
32	OF CHAPTER 2023-304, LAWS OF FLORIDA.
33	
34	SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED?
35	
36	YES NO
37	
38	<b>Section 5.</b> The Town Clerk is hereby authorized and directed to advertise the
39	referendum election contemplated herein in accordance with Section 100.342, Florida
40	Statutes, and Section 8-6 of the Town Code of Ordinances.
41	
<del>1</del> 2	<b>Section 6.</b> The provisions of this Ordinance shall become and be made part of
13	the Charter of the Town of Juno Beach, Florida.
14	
15	<b>Section 7.</b> If any section, paragraph, sentence, clause, phrase, or word of this
<del>1</del> 6	Ordinance is for any reason held by a court of competent jurisdiction to be

1 2	unconstituti Ordinance.	onal, inoperative, or void, s	such holding shall not affect the remainder of the
3 4 5 6 7		ich are in conflict with this	parts of ordinances of the Town of Juno Beach, Ordinance, are hereby repealed to the extent of
8 9 10 11 12	of the elect	ors casting their votes at th	nall become effective upon approval of a majority ne March 19, 2024 election. If not approved by a election, this Ordinance shall be automatically
13	FIRST REA	DING this day of	, 2023.
14 15 16 17	SECOND, I	FINAL READING AND ADC	OPTION this day of, 2023.
18 19 20	AYE	NAY	ALEXANDER COOKE, MAYOR
21 22 23 24	AYE	NAY	PEGGY WHEELER, VICE MAYOR
25 26 27	AYE	NAY	MARIANNE HOSTA, VICE MAYOR PRO TEM
28 29 30	AYE	NAY	ELAINE K. COTRONAKIS, COUNCILMEMBER
31 32 33	AYE	NAY	DD HALPERN, COUNCILMEMBER
34 35 36 37	ATTEST:		APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
38 39 40	CAITLIN CO	OPELAND-RODRIGUEZ RK	LEONARD G. RUBIN TOWN ATTORNEY

#### 1 TOWN OF JUNO BEACH, FLORIDA 2 3 **ORDINANCE NO. 776** 4 AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO 5 BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT 6 7 TO ARTICLE VI, "INITIATIVE AND REFERENDUM," SECTION 1, 8 "PROCEDURES FOR INITIATIVE AND REFERENDUM," OF THE TOWN 9 CHARTER TO SPECIFICALLY REFERENCE A VOTE ON SUCH 10 PETITIONS BY THE TOWN'S QUALIFIED ELECTORS: PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR THE BALLOT 11 **EXPLANATORY** LANGUAGE; **PROVIDING** 12 AND ADVERTISING: PROVIDING FOR CODIFICATION, SEVERABILITY, 13 CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A 14 REPEALER; AND FOR OTHER PURPOSES. 15 16 WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the 17 18 Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter 19 and recommended certain amendments: and 20 21 WHEREAS, the Committee recommended a revision to Article VI, Section 1 of the 22 Town Charter to revise the language referring to "a vote of the town" on a referendum or 23 initiative petition to specifically refer to a vote of the Town's qualified electors to remain 24 consistent with the remainder of the Article; and 25 26 WHEREAS, the Town Council determines that it is in the best interests of the 27 residents of the Town of Juno Beach to submit the proposed Town Charter amendment 28 to referendum vote. 29 30 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE 31 TOWN OF JUNO BEACH, FLORIDA as follows: 32 33 Section 1. The foregoing "Whereas" clauses are hereby ratified as true and 34 correct and are incorporated herein. 35 36 The Town Council hereby amends Article VI, "Initiative and Referendum," Section 1, "Procedures for initiative and referendum," of the Town Charter 37 38 to read as follows (additional language is underlined): 39 ARTICLE VI. INITIATIVE AND REFERENDUM 40 41 42 [Sec. 1. Procedures for initiative and referendum.] 43 44 (a) General provisions. 45 46 (1) *Initiative.* Electors of the town shall have power to propose

ordinances to the council and, if the council fails to adopt an

ordinance so proposed without any change in substance, to

47 48

adopt or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any ordinance relating to appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.

- (2) Referendum. Electors of the town shall have power to require reconsideration by the council of any adopted ordinance and if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any emergency ordinance or ordinance relating to the appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (b) Commencement of proceedings. Any five (5) electors of the town may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating they will constitute the petitioners committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought [to] be reconsidered.

Promptly after the affidavit of the petitioners committee is filed, the town clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners committee at the committee's expense.

## (c) Petitions.

- (1) Number of signatures. Initiative and referendum petitions must be signed by electors of the town equal in number to at least fifteen (15) percent of the total number of electors registered to vote at the last regular town election.
- (2) Form and content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

- (3) Affidavit of circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he the circulator personally circulated the paper, the number of signatures thereon, that all the signatures where affixed in his the circulator's presence, and that he the circulator believes them to be the genuine signature of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- (3) Time for filing referendum petitions <u>Time for filing referendum petitions</u>. Referendum petitions must be filed within thirty (30) days after adoption by the council of the ordinance sought to be reconsidered.
- (d) Procedure for filing.
  - (1) Certificate of clerk; amendment. Within twenty (20) days after the initiative or referendum petition is filed the town clerk shall complete a certificate as to its sufficiency, specify if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners committee by registered mail. Grounds for insufficiency are only those specified in subsection (c). If the petitioners committee does not request council review under subsection (2) of this section within the time required, the clerk's certificate shall be a final determination as to the sufficiency of the petition.
  - (2) Council review. If a petition has been certified insufficient the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate within thirty (30) days of the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (e) Referendum petitions. When a referendum petition is filed with the town clerk the ordinance sought to be reconsidered shall remain in effect until:
  - (1) The council repeals the ordinance, or;

(2) A vote of the town's qualified electors repealing the ordinance has been certified.

## (f) Action on petitions.

- (1) Action by council. When an initiative or referendum petition has finally been determined sufficient, the council shall consider the proposed initiative ordinance or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance within sixty (60) days, a vote of the town's qualified electors on a proposed or referred ordinance shall be held.
- (2) Submission to voters. The election shall be held not less than ninety (90) days and not later than one hundred twenty (120) days from the date that the petition was determined sufficient. If no regular town election is scheduled to be held within the period described in this subsection, the council shall provide for a special election, within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (3) Withdrawals of petitions. An initiative or referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the town by filing with the town clerk or other official designated by the council a request for withdrawal signed by at least four members of the petitioners committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

## (g) Results of election.

(1) Initiative. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council; provided, however that the council may amend or repeal an ordinance enacted by initiative only upon the affirmative vote of at least four (4) councilmembers.

such conflict.

1 If conflicting ordinances are approved at the same election, 2 the one receiving the greatest number of affirmative votes 3 shall prevail to the extent of such conflict. 4 5 (2) Referendum. If a majority of the qualified electors voting on a 6 referred ordinance vote against it, it shall be considered 7 repealed upon certification of the election results. 8 9 Section 3. The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno 10 Beach. The amendment shall be submitted at the Town's general election to be held on 11 Tuesday, March 19, 2024. 12 13 14 The title of the ballot and explanatory statement setting forth the Section 4. 15 substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows: 16 17 18 AN AMENDMENT TO ARTICLE VI OF THE TOWN CHARTER 19 RELATING TO INITIATIVE AND REFERENDUM PROCEDURES 20 21 THIS AMENDMENT AMENDS EXISTING LANGUAGE TO CLARIFY THAT 22 ANY VOTE ON A REFERENDUM OR INITIATIVE PROCEDURE SHALL BE SUBMITTED TO A VOTE OF THE TOWN'S QUALIFIED ELECTORS 23 IN LIEU OF "A VOTE OF THE TOWN" TO MAINTAIN CONSISTENCY 24 WITH THE REMAINDER OF THE ARTICLE AND REMOVES GENDER-25 26 SPECIFIC PRONOUNS. 27 28 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED? 29 YES \_\_\_\_ NO \_\_\_\_ 30 31 32 The Town Clerk is hereby authorized and directed to advertise the 33 referendum election contemplated herein in accordance with Section 100.342, Florida 34 Statutes, and Section 8-6 of the Town Code of Ordinances. 35 36 The provisions of this Ordinance shall become and be made part of 37 the Charter of the Town of Juno Beach, Florida. 38 39 Section 7. If any section, paragraph, sentence, clause, phrase or word of this 40 Ordinance is for any reason held by a court of competent jurisdiction to be 41 unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance. 42 43 44 All ordinances or parts of ordinances of the Town of Juno Beach, Section 8. Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of 45

1			hall become effective upon approval of a majority
2			he March 19, 2024 election. If not approved by a
3		of the voters voting in the	election, this Ordinance shall be automatically
4 5	repealed.		
5 6	EIDST DE	ADING this day of	2024
7	TINSTINE	ADING this day of	, 2024.
8	SECOND	FINAL READING AND ADO	OPTION this day of, 2024.
9	OLOGIND,	, I HAVE REVENUE AND AD	31 11014 tillo day of, 2024.
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11			
12	AYE	NAY	ALEXANDER COOKE, MAYOR
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15	AYE	NAY	PEGGY WHEELER, VICE MAYOR
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17	AYE	NAY	MADIANNE HOSTA VICE MAYOD DOG TEM
18 19	AIE	NA I	MARIANNE HOSTA, VICE MAYOR PRO TEM
20			
21	AYE	NAY	ELAINE K. COTRONAKIS, COUNCILMEMBER
22	, <u> </u>		
23			
24	AYE	NAY	DD HALPERN, COUNCILMEMBER
25			
26			
27	ATTEST:		APPROVED AS TO FORM AND LEGAL
28			SUFFICIENCY:
29			
30	CAITLING	COPELAND-RODRIGUEZ	LEONARD G. RUBIN
31 32	TOWN CL		TOWN ATTORNEY
32 33	I OVVIN CL	LIXIX	I OWIN AT TORINE I
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### TOWN OF JUNO BEACH, FLORIDA

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45 46 **ORDINANCE NO. 777** 

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT ARTICLE III. "LEGISLATIVE," SECTION "FORM 1, GOVERNMENT; TOWN COUNCIL; POWER AND COMPOSITION; QUALIFICATION; RESIDENCY," AND SECTION 6, "VACANCIES; FORFEITURE OF OFFICE: FILLING OF VACANCIES," OF THE TOWN THE CHARTER TO CLARIFY CANDIDACY RESIDENCY REQUIREMENT, IMPOSE NEW REQUIREMENTS RELATING TO FELONIES AND CRIMES OF FRAUD OF DISHONESTY, AND PROVIDE FOR THE REMOVAL OF THE MAYOR OR A COUNCILMEMBER WHEN HE OR SHE NO LONGER MEETS ALL CANDIDACY REQUIREMENTS; PROVIDING FOR THE FORM OF THE QUESTION; PROVIDING FOR A BALLOT TITLE AND EXPLANATORY LANGUAGE; PROVIDING FOR ADVERTISING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Article VII, Section 3 of the Town Charter, the Town's Charter Review Committee ("Committee") reviewed the provisions of the Charter and recommended certain amendments; and

WHEREAS, the Committee recommended revising Article III, Section 6 of the Charter to allow for removal of the Mayor and Councilmembers if they are convicted of or plead nolo contendere to certain crimes, and the Town Council wishes to incorporate such requirements in the candidate qualifying section, clarify the requirements for residency, and provide for the removal of the Mayor or a Councilmember for failure to maintain the candidacy requirements; and

WHEREAS, the Town Council determines that it is in the best interests of the residents of the Town of Juno Beach to submit the proposed Town Charter amendment to referendum vote.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

- The foregoing "Whereas" clauses are hereby ratified as true and Section 1. correct and are incorporated herein.
- The Town Council hereby amends Article III, "Legislative," Section 1, Section 2. "Form of government; town council; power and composition; qualification; residency," and Section 6, "Vacancies; forfeiture of office; filling of vacancies," of the Town Charter to read as follows (additional language is underlined):

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### ARTICLE III. LEGISLATIVE

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## Sec. 1. Form of government; town council; power and composition; qualification; residency.

(b) Only electors of the town who have been continuous residents for at least one (1) year immediately preceding the date of filing of their notice of candidacy shall be eligible to hold the office of mayor or councilmember. All candidates for mayor or councilmember shall submit an affidavit prior to qualification for office demonstrating that they meet the residency requirement. As used in this section and for the purpose of completing the affidavit, "residency" shall require: (1) a place of abode within the town where the prospective candidate actually lives; and (2) the present intent of making that place of abode the person's permanent home. Additionally, the affidavit shall state that the candidate is registered to vote at the candidate's place of abode at the time of qualification. No elector shall qualify for the office of mayor or councilmember if he or she has been convicted or pled nolo contendere to any felony or has been convicted or pled nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.

\* \* \*

## Sec. 6. Vacancies; forfeiture of office; filling of vacancies.

(a) Vacancies. The office of mayor or of a councilmember shall become vacant upon death, resignation, or removal from office in any manner authorized by law of such mayor or councilmember or if such mayor or councilmember ceases to be an elector of the town or ceases to meet the requirements for candidacy set forth in section 1(b) of this article as determined by the remaining members of the council.

**Section 3.** The amendment to the Town Charter set forth in Section 2 above shall not take effect unless and until it is submitted to the electors of the Town of Juno Beach. The amendment shall be submitted at the Town's general election to be held on Tuesday, March 19, 2024.

**Section 4.** The title of the ballot and explanatory statement setting forth the substance of the amendment to the Town Charter shall appear on the ballot and shall read as follows:

AN AMENDMENT TO ARTICLE III OF THE TOWN CHARTER 1 2 RELATING TO CANDIDATE QUALIFYING AND REMOVAL FROM OFFICE 3 THIS AMENDMENT REVISES SECTION 1 AND SECTION 6 OF ARTICLE 4 5 III OF THE TOWN CHARTER TO CLARIFY THE CANDIDATE 6 RESIDENCY REQUIREMENT TO ENSURE THE CANDIDATE LIVES IN THE TOWN AND INTENDS TO REMAIN A RESIDENT, PROHIBIT A 7 8 CANDIDATE WHO HAS BEEN CONVICTED OF OR PLEAD NOLO 9 CONTENDERE TO A FELONY OR CRIME OF DISHONESTY FROM QUALIFYING FOR OFFICE, AND PROVIDE FOR REMOVAL OF THE 10 MAYOR OR A COUNCILMEMBER WHO CEASES TO MEET THE 11 CANDIDACY REQUIREMENTS. 12 13 14 SHALL THE ABOVE-DESCRIBED AMENDMENT BE ADOPTED? 15 YES \_\_\_ NO \_\_\_\_ 16 17 The Town Clerk is hereby authorized and directed to advertise the 18 Section 5. 19 referendum election contemplated herein in accordance with Section 100.342. Florida 20 Statutes, and Section 8-6 of the Town Code of Ordinances. 21 22 The provisions of this Ordinance shall become and be made part of Section 6. 23 the Charter of the Town of Juno Beach, Florida. 24 25 Section 7. If any section, paragraph, sentence, clause, phrase, or word of this 26 Ordinance is for any reason held by a court of competent jurisdiction to be 27 unconstitutional, inoperative, or void, such holding shall not affect the remainder of the 28 Ordinance. 29 30 Section 8. All ordinances or parts of ordinances of the Town of Juno Beach, 31 Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of 32 such conflict. 33 34 This Ordinance shall become effective upon approval of a majority 35 of the electors casting their votes at the March 19, 2024 election. If not approved by a 36 majority of the voters voting in the election, this Ordinance shall be automatically 37 repealed. 38 39 40 [Remainder of page blank – signatures on next page]

Ordinance No. 777 Page 4 of 4

1	FIRST REA	ADING this day of _	, 2023.
2 3 4 5	SECOND,	FINAL READING AND AD	OPTION this day of, 2023.
6 7 8	AYE	NAY	ALEXANDER COOKE, MAYOR
9 10 11	AYE	NAY	PEGGY WHEELER, VICE MAYOR
12 13 14	AYE	NAY	MARIANNE HOSTA, VICE MAYOR PRO TEM
15 16 17	AYE	NAY	ELAINE K. COTRONAKIS, COUNCILMEMBER
18 19 20	AYE	NAY	DD HALPERN, COUNCILMEMBER
21 22 23 24	ATTEST:		APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
25 26 27	CAITLIN C	OPELAND-RODRIGUEZ ERK	LEONARD G. RUBIN TOWN ATTORNEY



**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** D. Dyess, Town Manager

**Item Title:** Discussion – Council Compensation

#### **DISCUSSION:**

During previous meetings council compensation has come up on more than one occasion. A suggestion for equalizing the council members' pay so that all members are paid the same. Subsequently, it was brought up that the council members' pay may be too low, and we should evaluate not only the pay structure but the amount as well. The council's current rates are:

Mayor: \$6,000 Vice Mayor: \$3,000 Councilmember: \$2,400

If the council decided to equalize the pay across all members, the rate would be \$3,240 per member.

If the council decided to increase the pay rate the following information should be taken into consideration. Our immediate neighbors pay rates are:

Location		Yearly				
		Mayor	Council			
Gardens		\$36,226.00	\$34,036.00			
North Palm Beach		\$10,800.00	\$9,000.00			
Tequesta		\$8,270.55	\$8,270.55			
Jupiter		\$22,200.00	\$18,600.00			
	Average:	\$19,374.13	\$17,476.63			

Attached is a data sheet of council pay from similar sized organizations throughout the state. Market location often plays a large role in determining pay rates. The ones highlighted in green would be our immediate market.

Location	Ye	early
	Mayor	Council
Lake Clarke	\$1,200.00	\$1,200.00
Loxahatchee Groves	\$9,000.00	\$9,000.00
Highland Beach	\$15,000.00	\$12,000.00
Av	verage \$8,400.00	\$7,400.00

To make any change to the council's rate of pay our charter states the following:

Article III Legislative Sec. 5. Compensation and expenses.

The council may determine the annual salary of the mayor and of council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the mayor or councilmembers elected at the next regular election.

### **RECOMMENDATION:**

Discuss rates of pay and give staff direction on creating an ordinance.

Municipality	County	Region	Form of Government	2020 Population	Survey Respondent?	2020-21 Millage Rate		Total Expenditures FY 2018-19	Total Revenues FY 2018-19	Total General Revenues FY 2018-19	What was your municipality's annual salary for the position of mayor in FY 2020 (October 2019 – September 2020)?	What was your municipality's annual salary for the position of commissioner/councilperson in FY 2020 (October 2019 - September 2020)?
Windermere	Orange	Central	Council-Manager	3,024	1	3.7425		5,722,752.00	\$ 6,492,397.00	 6,148,680.00	\$0.00	\$0.00
Malabar	Brevard	Central	Council-Strong Mayor	3,033	1	2.4899		1,831,278.00	\$ 2,037,929.00	\$ 2,037,929.00	\$0.00	\$0.00
Port Richey	Pasco	Central	Council-Manager	3,047	1	6.4000		10,060,812.00	\$ 10,373,587.00	\$ 4,802,241.00	\$4,320.00	\$4,320.00
Hilliard	Nassau	Northeast	Council-Strong Mayor	3,076	1	2.5000		4,872,323.00	\$ 5,036,470.00	\$ 2,341,963.00	\$9,000.00	\$6,000.00
Melbourne Beach	Brevard	Central	Council-Manager	3,150	1	4.6865		4,641,619.00	\$ 4,842,921.00	\$ 3,391,941.00	\$3,800.00	\$3,100.00
Biscayne Park	Miami-Dade	Southeast	Council-Manager	3,181	1	9.5000		3,596,698.00	\$ 4,203,523.00	\$ 3,385,695.00		
Crystal River	Citrus	Central	Council-Manager	3,190	1	6.5900	_	10,866,488.00	\$ 12,569,817.00	\$ 4,875,386.00	\$4,800.00	\$4,800.00
Ponce Inlet	Volusia	Central	Council-Manager	3,205	1	5.9000		12,476,272.00	\$ 13,095,517.00	\$ 6,633,694.00	\$12,779.00	\$10,953.00
Chattahoochee	Gadsden	Northwest	Council-Manager	3,302	1	0.9855		10,068,709.00	\$ 12,019,684.00	\$ 3,334,745.00	\$4,200.00	\$3,600.00
Lake Clarke Shores	Palm Beach	Southeast	Council-Manager	3,426	1	6.2798		6,852,544.00	\$ 7,104,115.00	3,639,921.00	\$1,200.00	\$1,200.00
Loxahatchee Groves	Palm Beach	Southeast	Council-Manager	3,426	1	3.0000		4,820,248.00	\$ 5,704,227.00	\$ 2,526,049.00	\$9,000.00	\$9,000.00
Frostproof	Polk	Central	Council-Manager	3,454	1	6.5530		5,515,134.00	\$ 5,425,289.00	\$ 3,080,781.00	\$1,500.00	\$1,200.00
Juno Beach	Palm Beach	Southeast	Council-Manager	3,463	1	1.9236		5,682,977.00	\$ 6,386,458.00	\$ 6,268,425.00	\$6,000.00	\$2,400.00
Midway	Gadsden	Northwest	Council-Manager	3,467	1	4.6839		1,777,770.00	\$ 2,018,187.00	2,018,187.00	\$9,600.00	\$8,400.00
Bunnell	Flagler	Central	Council-Manager	3,507	1	7.4300	\$	7,856,991.00	\$ 9,368,650.00	\$ 4,006,764.00	\$10,800.00	\$8,640.00
Chipley	Washington	Northwest	Council-Weak Mayor	3,601	1			8,816,952.00	\$ 8,548,137.00	\$ 3,739,893.00	\$6,600.00	\$4,200.00
Highland Beach	Palm Beach	Southeast	Council-Manager	3,657	1	3.2294		17,172,575.00	\$ 18,360,513.00	\$ 11,632,393.00	\$15,000.00	\$12,000.00
Port St. Joe	Gulf	Northwest	Council-Manager	3,741	1	3.5914	_	11,887,320.00	\$ 12,691,858.00	5,174,666.00	\$12,000.00	\$12,000.00
Oakland	Orange	Central	Council-Manager	3,809	1	6.4000		12,782,257.00	\$ 14,622,049.00	\$ 6,758,114.00	\$599.00	\$599.00
Parker	Bay	Northwest	Council-Strong Mayor	3,865	1	0.0000		14,626,997.00	\$ 8,273,925.00	\$ 5,869,068.00	\$7,200.00	\$4,800.00
Holmes Beach	Manatee		Council-Strong Mayor	3,913	1	2.2500		9,316,820.00	\$ 10,616,591.00	\$ 9,652,545.00	\$24,000.00	\$7,560.00
Mary Esther	Okaloosa	Northwest	Council-Manager	4,038	1	5.0261		5,060,418.00	\$ 6,308,933.00	\$ 3,612,655.00	\$4,200.00	\$3,000.00
Belleair	Pinellas	Central	Council-Manager	4,095	1	6.5000	_	13,654,656.00	\$ 14,252,166.00	\$ 7,151,375.00	\$2,400.00	\$1,800.00
Mulberry	Polk	Central	Council-Manager	4,100	1	6.4400		8,354,722.00	\$ 8,420,102.00	\$ 4,694,059.00	\$7,400.00	\$4,860.00
Indian Rocks Beach	Pinellas	Central	Council-Manager	4,158	1	1.8326		7,750,852.00	\$ 8,340,596.00	\$ 4,065,716.00	\$7,200.00	\$6,000.00
Umatilla	Lake	Central	Council-Manager	4,196	1	7.1089	\$	7,493,281.00	\$ 9,721,863.00	\$ 3,156,122.00	\$6,000.00	\$4,800.00
	1											4
Total:			21.596.068	92.124	26						\$169,598,00	\$125,232,00

Total:	21,596,068	92,124	26					\$169,598.00	\$125,232.0
Percentage:	statewide population	0%	6%						
Average:	10,688,118			4.6940	\$8,213,825.58	\$8,724,442.46	\$4,769,192.58	\$6,783.92	\$5,009.2
Median:	unincorporated popl.			4.8563	\$7,803,921.50	\$8,380,349.00	\$4,036,240.00	\$6,000.00	\$4,800.0

\$8,400.00	\$7,400.00
\$9,000.00	\$9,000.00



**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** D. Dyess

**Item Title:** Discussion on Annexation

#### **DISCUSSION:**

Staff have been evaluating the areas of consideration for annexation. The immediate areas for consideration are those that are up for an annexation vote by Palm Beach Gardens that are also within our future annexation area. After an initial review and discussions with some residents of these areas we reduced the initial annexation evaluation area to those properties highlighted in blue:



The primary consideration for the areas would be taxable revenue to the town versus service expense to the area. These areas are already established neighborhoods that could already be using our public facilities now (beaches, parks, etc.) without the town receiving the revenue benefit, so increased use of facilities is not really a factor.

Captains Key is a private association that maintains its own infrastructure. The estimated revenue to the town is \$105,904 from 25 homes and 31 parcels.

Item #15.

The area of Pleasant Ridge that was evaluated (in blue) has public infrastructure (roads, any sidewarks, lighting, etc.) that would need to be maintained by the Town. The estimated revenue is \$58,659 from 130 homes and 132 parcels.

The commercial along US1 is along a state highway that is maintained by the state and the inner portions of the plaza are maintained by the landowner. The estimated revenue of the three plazas is \$14,233.

## **RECOMMENDATION:**

The council should discuss the three areas and give staff feedback on the annexation of these areas.

Item #15.



# TOWN OF JUNO BEACH PLANNING AND ZONING DEPARTMENT

JUNO BEACH, FL 33408
PHONE: 561.626.1122 • FAX: 561.775.0812
WEBSITE: www.iuno-beach.fl.us

340 OCEAN DRIVE

## MEMORANDUM

**To:** David Dyess, Town Manager.

From: Frank Davila, Director of Planning and Zoning

**Subject:** Captains Key and/or Juno Ridge future annexation – Levels of Service

The possibility of the Town of Juno Beach annexing Captains Key (approx. 31 properties) and parts of the Juno Ridge Subdivision (approx. 132 properties) raises questions regarding the Town current levels of service and if the Town could still provide the quality of service our residents expect from staff. Please see below my opinion on how the possible annexation of these areas may affect the Building Department, Planning and Zoning Department, and the Code Enforcement Department.

Building Department – I do not foresee any issues with the Building Department. We have two full time permit technicians and the Building Inspector and Plan Reviewers positions are contracted out to Diversified Building Department Management. I feel confident that they would be able to manage the additional workload.

Planning and Zoning – Town Council has graciously approved hiring an additional member to the department for this new fiscal year, this is due to our existing extensive workload. With an additional member to the Planning and Zoning Department, I do not foresee any issues with plan review. If the workload does become excessive, our regular turn-around time for Building Permits may increase, this usually fluctuates throughout the year. The annexation process is time consuming, especially when dealing with the County's annexation requirements, this is in addition the following the State requirements. Amending the Town's Future Land Use Map and Rezoning all of these areas, again, is time consuming but our current staff should be able to handle the additional workload. Please note that the Town does not charge any fees if we are conducting a voluntary annexation, all of staff's time, surveyor cost, and attorney's cost will be the Town's responsibility.

Code Enforcement – Staff performed a windshield survey of the Pleasant Ridge Subdivision on October 5<sup>th</sup>, 2023. The results of the survey were normal in nature, nothing stood out as an emergency. Out of the 132 homes, 28 of them had a possible code violation. The code violations ranged from having accessory structures within the required yard setbacks, an excess (more than 1) boat on the property, improper shielding of boats, lack of screening of mechanical equipment, poor conditions of fences, and landscape maintenance concerns. No matter on the approach the Town takes with the annexation agreement, and what gets "grandfathered" in, the Code Enforcement department will definitely need help to work with the residents and get their properties in compliance. We currently have one part-time code enforcement officer, it would be my recommendation that we hire a full-time employee.

Other things to consider – The Town's current population is 3,883, under the Town's Comprehensive Development Plan, Capital Improvement, Policy 5.3, the levels of services for Police Facilities shall be:

Item #15.



# TOWN OF JUNO BEACH PLANNING AND ZONING DEPARTMENT

340 OCEAN DRIVE
JUNO BEACH, FL 33408
PHONE: 561.626.1122 • FAX: 561.775.0812
WEBSITE: www.juno-beach.fl.us

Police Administrative Facilities – 868 sq. ft. /1,000 population Number of Uniformed Officers – One (1) uniformed officer/250 annual calls for service.

With the addition of the Pleasant Ridge subdivision (approx. 132 dwelling units), the population total will definitely be over 4,000. A review of their past calls of service and a review of the Town's Police Station square footage should also be reviewed to assure the Town can still meet the LOS for Police Facilities.

If the Pleasant Ridge subdivision is to be annexed in, annexing Juno Park is recommended. This will help the Town to continue to meet the needs of the community for providing recreational activities as indicated in the Town's Comprehensive Development Plan.

Finally, if additional areas are annexed, I would need to reevaluate my opinions above.

Please let me know if you have any questions or comments.



## JUNO BEACH POLICE DEPARTMENT

340 Ocean Drive ♦ Juno Beach, Florida 33408 ♦ 561-626-2100



## BRIAN J. SMITH Chief of Police

TO: DAVID DYESS, TOWN MANAGER

FROM: BRIAN J. SMITH, CHIEF OF POLICE

SUBJECT: EVALUATION OF RESOURCES FOR POSSIBLE ANNEXATION

DATE: OCTOBER 9TH, 2023

After evaluating the number of calls for service received by the Palm Beach County Sheriff's Department for Captain's Key and Pleasant Ridge from January 1st, 2022, it is my evaluation that there would be no need for additional resources, including manpower, if both communities were to be annexed.

In the above time frame, Captain's Key had 31 call for service, Pleasant Ridge had 79 calls for service and the Town of Juno Beach had 3,191 calls for service. The calls for service in the two potential annexation areas add up to less than 1% of all Juno Beach's calls for service.

If the Town were to consider annexation of any other areas in the future, an additional evaluation would be required.



## **MEMORANDUM**

Date:

October 17, 2023

To:

David Dyess, Town Manager

From:

Steven Hallock, Director of Public Works

Re:

Evaluation of Annexation Area

### BACKGROUND

Town Manager Dyess requested we review Pleasant Drive to Ocala Rd and determine what we would have to maintain (roads, sidewalks etc.), and make a rough estimate of when they would need to be redone and cost.

### DISCUSSION

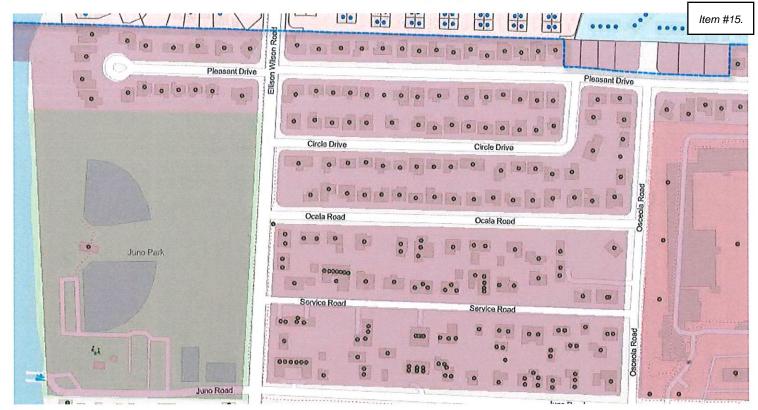
The area was driven several times and stops were made to evaluate streets more carefully. Since surface condition is the most vital element in any pavement management system, local agencies can use the simplified rating system presented in this Asphalt PASER Manual to evaluate their roads. The scale is 1-10.

There are no sidewalks or bike lanes on any of the streets in the evaluation area.

- Pleasant Drive: Street is in very good condition and the speed humps were recently painted. The street could last an additional 10-15 years without any major maintenance. PASER rating 8.
- Circle Drive: Street is in very good condition and could last 10-15 years without any major maintenance.
   PASER rating 8.
- Ocala Road: Street is in good condition and could last 8-10 years without any major maintenance. There
  are a few potholes that are filled and a few patches so routine maintenance has been performed, which
  extends life span. PASER rating 7.
- Ellison Wilson: Street was milled and repaved last year. Street could last 15-20 years with proper maintenance. PASER rating 10.
- Osceola Road: Street is in good condition and could last 8-10 years. May need sealcoat or thin nonstructural overlay in next 3-4 years to extend life span. This would probably cost between \$15-\$20K. PASER rating 7.

#### RECOMMENDATION

Overall the streets are in good condition and no milling and paving is needed for at least 10 years and no major reconstruction is needed for 20 years if proper maintenance is performed.





**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** D. Dyess

**Item Title:** Board/Committee Application

This item pertains to council goal: Develop an application process for Board and Committee appointments.

### **DISCUSSION:**

The council has asked for an application for filling positions on town boards and committees. Attached is a draft application that citizens can complete throughout the year and staff could present to the council for consideration at the time of filling the vacancy specific to the applicants desired board selection.

#### **RECOMMENDATION:**

Review the application and provide feedback to staff.

Item #16.



## TOWN OF JUNO BEACH 340 OCEAN DRIVE

JUNO BEACH, FL 33408

PHONE: 561.626.1122 • FAX: 561.775.0812
WEBSITE: www.juno-beach.fl.us
E-MAIL: junobeach@juno-beach.fl.us

Alexander Cooke, Mayor
Peggy Wheeler, Vice Mayor
Marianne Hosta, Vice Mayor Pro Tem
Elaine K. Cotronakis, Councilmember
DD Halpern, Councilmember

David Dyess, Town Manager

## APPLICATION FOR APPOINTMENT TO TOWN BOARD OR COMMITTEE

NAME	HOME PHONE ————
ADDRESS	
OCCUPATION (current or most recent)	BUSINESS PHONE
BUSINESS ADDRESS	
E-MAIL ADDRESS	
Have you ever been convicted of a crime or plead guilty or YES NO If so, explain	nolo contendere to a crime other than minor traffic infraction?
Have you ever been found to have violated a code of ethics	s for public officers and employees?
YESNO If "Yes", please provide the following inform	mation: Date: Nature of Violation:
	Disposition:
Resume attached? (optional) Yes No	Brief Description of Education/Experience
Are you a registered voter? Yes No D  How long have you lived in Juno Beach?  Please list any current or prior experience as a volunteer or	
Do you currently serve on a Town Board? Yes	No If yes, which one?
Please indicate the board or committee on which you wish to s	serve. If more than one, number for preference, with first choice being #1.
Planning & Zoning Board Au	dit/Finance Committee Charter Review Committee
Why are you interested in serving on this board/committee?	>
Signature	Date

ALL MEMBERS OF TOWN ADVISORY BOARDS ARE REQUIRED TO COMPLETE TRAINING BY READING THE PALM BEACH CODE OF ETHICS, VIEWING THE ETHICS VIDEO AND THE SUNSHINE LAW PRESENTATION.

**Please Note**: Under Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

rev 10-25-2023



**Meeting Name:** Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** C. Copeland-Rodriguez, Town Clerk

**Item Title:** Discussion on Donations for Veterans Organization

#### **DISCUSSION:**

At the September 13 Town Council Meeting, Council unanimously gave consensus to add a Discussion on donations for a Veterans Organization to the October agenda. This discussion was originally requested and initiated by Councilmember DD Halpern who provided a list of Veteran organizations as well as some backup material (*see attached*).

The Town's approved Fiscal Year 2023-2024 Contribution List is also attached for reference.

### **RECOMMENDATION:**

Staff is prepared to answer any questions on this item.





## **Veterans Non-Profit Organizations**

1 message

DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us>

To: David Dyess <ddyess@juno-beach.fl.us>, Caitlin Copeland <ccopeland@juno-beach.fl.us>

Fri, Sep 15, 2023 at 3:04 PM

Caitlin Copeland < ccopeland@juno-beach.fl.us>

#### David,

This is the list of Veterans organizations I compiled and presented at our February 2022 Council meeting. At that time I had called each of the orgs to make sure they were operational and I spoke with representatives. (Council did not give consensus to make any donations, which I believe is not a reflection of the quality of these organizations.)

#### **Fisher House**

The West Palm Beach Fisher House is an eight-bedroom facility situated on the grounds of the West Palm Beach VA Medical Center. Fisher House is a place where Veterans and their families can stay while Veterans receive treatment. Contact: Shelley Prickett (561) 422-5554

https://fisherhouse.org/about/

Lauren Berkson works for Friends of Fisher House, which raises funds: https://www.fofhwpb.org/

#### Paws4Liberty

561-508-2714

Helps Veterans regain their independence and confidence through the assistance of trained service dogs. https://www.paws4liberty.org/

#### **Habitat for Humanity Palm Beach**

561-819-6070

Habitat "Veteran's Build" projects provide repairs up to \$10,000 for qualifying Veterans. They also fund new homebuilds for wounded Veterans.

https://habitatgreaterpbc.org/veterans-build/

#### **Support Our Troops USA, Inc.**

386-767-8882

Monetary contributions are used to purchase requested items and cover shipping costs. https://supportourtroops.org/

~~~~~~~~~~~~~

These are the Veterans organizations the Village of Tequesta Fire Department raises money to donate to, through its annual chili cook-off event:

**Warriors Renewal Coalition:** A Jupiter, FL based charitable organization that holds cost-free retreats for wounded military personnel and their families. https://warriorsrenewalcoalition.org/

**Operation 300:** A non-profit that hosts adventure camps for children who have lost a parent in military service. https://www.op300.org/

**Southeast Florida Honor Flight:** An organization that sends veterans to Washington D.C., to see their war memorials.

https://www.honorflightsefl.org/

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**Village of North Palm Beach -** Newsletter with Veterans monument unveiling and brick purchase info (newsletter attached with info on how they raise funds to donate).

279

Item #17.

## **Town of Jupiter - Veterans Legacy Bricks** https://www.jupiter.fl.us/2120/Veterans-Memorial-Legacy-Brick-Program

DD Halpern Juno Beach Town Council 561-972-1644

NPB Veterans - 10-2013 Newsletter.pdf 1596K





# Village of North Palm Beach

## "The Best Place to Live Under the Sun"

## A Message from the Village Manager—Ed Green

We are putting the final touches on the new Veterans Memorial. I want all of you to know that we will have both a ribbon-cutting and our first ceremony to honor veterans at the new Memorial on Veterans Day, November 11<sup>th</sup> at 1:00 p.m. This will be a great day for the Village and the culmination of many years of planning by Council to construct a memorial that would honor our community's veterans. All of us have men and women in our families who played a part in the two World Wars, the Korean Conflict, Vietnam, Kosovo, or the Gulf Wars. November 11<sup>th</sup> will be a time to honor their service.

We are expecting a great turnout. We know that the local American Legion will be here with over 80 representatives. In addition, State CFO Jeff Atwater will provide the keynote address and noted baritone Lou Galterio will present a medley of songs while guests are arriving and will also offer his rendition of the National Anthem and God Bless America during the ceremony.

The North Palm Beach Honor Guard will present



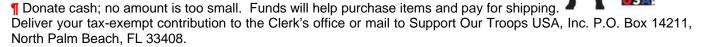
the colors and the flags at the ceremony and Mayor Manuel will recognize the many veterans in attendance.

We hope you will attend. This will be a special event and a special place in the Village for years to come. I know the Council shares my belief that there is nothing a community can do that is more important than honoring the sacrifice of those who have defended our freedom.

## SUPPORT OUR TROOPS FOR THE HOLIDAYS

We're only weeks away from shipping Holiday "Care Packages" to our soldiers!

Here are the ways you can help make a difference and show your support:



¶ Write cards and letters encouraging our servicemen and servicewomen. We need at least 5,000 by the deadline of November 6th. Each care package we send contains cards and letters – the items most cherished by our soldiers.

¶ Donate items we send. We particularly need new CD's or DVD's, holiday decorations, and individually wrapped snacks (see our website, <a href="www.supportourtroops-usa.com">www.supportourtroops-usa.com</a> for a list of items). Due to postal deadlines, we need your donations delivered to the Clerk's Office before November 6th.

¶ Volunteer to help at our donation drive. The next donation drive is Saturday October 5th, 10 am – 3 pm at the Lake Park and Tequesta Dollar Tree. If you can help please call Bob Gebbia at 561-351-8459.

Support

## **Veterans Memorial Park Grand Opening November 11, 2013**

The new Veterans Memorial Park that will be located just north of the Library will be unveiled on November 11th, Veteran's Day at 1:00 p.m. It will provide an opportunity for the community to recognize the service and sacrifice of our veterans, but it will also be an opportunity for families and friends of deceased and living veterans to recognize them for their individual contributions in defense of our country.

We have a number of ways that you and your family can recognize someone special to you, by creating a lasting monument to their service as a part of the memorial. We have selected an array of options that are priced from \$100 for an engraved brick to contributions for items such as benches, a trellis, one of the many trees in the memorial, and other options.

For donations other than those for the brick paver, a plaque will be in front of the donated item which will include the name of the honored veteran, his or her branch of service & other pertinent information regarding their service to our country. We are now accepting orders for non-resident veterans as well!



A sampling of some of the Memorial Bricks ordered by residents for the new Veterans Memorial Park. Please contact Joanna Sharp in the Village Manager's office at (561) 904-2122 for more information. She can mail or email you the order form.

## The History of Veterans Day

U.S. President Woodrow Wilson proclaimed an Armistice Day for 12th November, 1919, and The United States Congress enacted a parallel resolution 7 years later on June 4th, 1926. Another Presidential Declaration in 1938 created an Act to make the 11th of November of every year an authorized holiday; "a day to be dedicated to the cause of world peace and to be thereafter celebrated and known as 'Armistice Day'."

In 1953, an Emporia, Kansas shoe store owner named Al King had a plan to enhance Armistice Day by honoring all veterans, not just those who served in World War I. Mr. King had been an active member of American War Dads throughout World War II. His crusade to turn the Armistice Day into "All" Veterans Day had the full support of the Emporia Chamber of Commerce and the Board of Education. With the help of then-U.S. Rep. Ed Rees, from Emporia, a bill for the new holiday was push through Congress. President Dwight Eisenhower marked it into law on May 26th, 1954.

Congress modified this act on November 8th, 1954, replacing "Armistice" with Veterans. It has been recognized as Veterans Day since.

In the November Newsletter, watch for photos of the Village employees who are veterans and have served our country with pride! See if you recognize anyone!

## Looking for something to do? How about attending an NFL game?

Join the Recreation Department for an exciting pro football game on December 15<sup>th</sup> as the Miami Dolphins play the New England Patriots! \$85/person includes transportation, admission and a tailgate lunch. Reserve your seat now!



Want to meet new people and have some fun? We are starting a new program on the 2<sup>nd</sup> Friday of each month at the Anchorage Park Activities Building, from noon – 2:00 called **Potluck Fridays**. Participants will call and RSVP their space and let us know what dish they will be bringing for the group to enjoy. The Recreation Department will provide the drinks, paper products, etc. After the enjoyable meal, you are invited to stay and play board games such as Wizard, Rummy Cube, Mah Jongg, etc. We will use this opportunity to get your input as to trips you would like the Rec. Dept. to schedule and participants will get the first shot at registering for a trip. **The first date for Potluck Friday is November 1**<sup>st</sup>, which we know isn't the 2<sup>nd</sup> Friday, but we have a scheduling conflict for the 2<sup>nd</sup> Friday this month! Mark your calendars: Dec. 13, Jan. 10, Feb. 14, March 8, and April 12.

## **Arts & Crafts Fall Festival**

It's right around the corner! Don't forget to mark your calendars for the annual Arts & Crafts Fall Festival that will be held at the Community Center on Saturday, November 2 from 9:00-4:00. Crafters from all over South Florida will be displaying their crafts. Booths will be located both indoors and out-

#### MORE FUN STUFF TO DO

North Palm Beach Recreation Department invites you to join us for upcoming trips to local attractions! The Recreation Department now owns a bus so we will be able to take the trips with less chance of cancelling due to low enrollment. Sign up now for these scheduled trips:

Friday, **November 15<sup>th</sup>** -- an Ikea shopping Trip - \$15.00

Sunday, **November 24**<sup>th</sup>-- Miami Book Fair, \$15.00

These trips are for transportation only. Admission (if applicable) and food/drink are on the participant's own. Other upcoming trips include: Lego-Land, Miami Dolphins vs. Patriots, Elliot Museum, Disney's Hollywood Studios, and Holiday Lights Tour at Tradewinds Park. Call Bill Egan for any questions you may have regarding these trips. 841-3386.

## KFT (Kids Field Trips) Camp

When school is out, the fun is on at North Palm Beach Recreation. Join Bill and the staff as we get on the bus for a fun-filled, all-day bus trip. Need more details? Call 841-3386. Ages 9-15 years old.

Oct.  $18^{th}$  – LegoLand - \$64 Nov 11<sup>th</sup> – Disney's Hollywood Studios - \$80



## North Palm Beach A to Z

### Would you like to...

know what happened at a Council meeting? listen to the Council discuss an issue?

#### Do vou want to...

see the items Council will be considering? review the budget, financial or investment reports? research a topic in the Code of Ordinances? find past issues of the Village Newsletter?

You can do all that and more on the Village website <a href="www.village-npb.org">www.village-npb.org</a>

Summaries of regular Council meetings are now

available online with each agenda item linked to the meeting recording. By downloading a recent council meeting summary, you can listen to the Council discuss each agenda item and find out what action was taken. By clicking the homepage link to the *Council Meetings and Agendas* webpage, you can review each Council agenda and all the supporting documents prior to the meeting. Check the *Online Public Records* webpage for direct links to a variety of information. Contact the Clerk's office at 841-3355 for more information.

## **Parks and Recreation News**



The Recreation Department is registering runners/walkers for the 5K Ghost Run to be held on Saturday, Oct. 19th. The 5 kilometer (3.1 mile) certified course begins and ends at Anchorage Park. Anyone between the ages of 7 and 90 years old is eligible for participation in this event. In addition to the 5K, we will be holding a Spooky Sprint for youths 3-6 year

olds, and a 1K Goblin Run for youth 7-10 years of age. You are invited to join in even if you don't run! The school with the most entrants will get an award too! Pre-registration fee is \$20/person at www.active.com. The first 200 entrants are guaranteed a t-shirt. Call 561-841-3386 for more information.

## **Volunteers Needed!!**

We need volunteers 16 years old or older to help out on the race course of the Ghost Run. You will just be making sure the runners are on course, making a turn, or manning a water station. If you are interested, please contact Adam at 561-841-3386 or



<u>amangun@village-npb.org</u>. Hours will be given for school community service, if needed. Your help is greatly appreciated!

## Come to the NPB Book Club! Monday, October 14, 2103 at 12:30 pm at the Library



The Art Forger, by B.A. Shapiro, is the October Book Club novel. **Please** join us for a lively discussion. This is a story about an artist whose reputation has been tarnished and who stumbles on a piece of art that disappeared twenty-five years ago. Things get complicated when she agrees to forge it for a gallery owner and realizes that the art she is forging may itself be a forgery.



Halloween Haunte

Calling all kids under the age of 8 years old! Join us for a Haunted Halloween Hunt! Wear your costumes. We will be searching Anchorage Park for candy and prizes! You will need some-

thing to put your candy in and a flashlight! The Hunt begins at 6:00 p.m. on October 30<sup>th</sup>!



This fun, community event gives children of all ages an opportunity to touch, explore and see their favorite trucks or equipment on wheels. The dump trucks, fire trucks, tractors, police cars and motorcycles and many other types of vehicles will be on display. You see them on the road everyday..... now you can get close enough to touch them all! Look at, climb on and explore the inner workings of your favorite big rigs! We are pleased to be offering a horn free hour from 10:00 am to 11:00 for children with special needs and sensitive ears. This is a free event that will be held at the NPB Community Center, 1200 Prosperity Farms Rd. on October 5<sup>th</sup> from 10:00am–1:00pm.

## **Other Library News:**

Tuesday, October 15, 2013 at 7 PM
The TreeSearchers Genealogy Club meets
monthly and is a great opportunity to network with fellow genealogy enthusiasts or to
get help getting start on a family project.

Thursday, October 17, 2013 at 2:30 p.m. What Shall I Read Next? A readers advisory workshop. Bring a list of your favorite authors or books. Find books by authors who write about subjects you like. In-class and take-home practice exercises. Consultation with the librarian to help you find your next great read. Learn about Books & Authors, a free Internet resource that matches readers preferences with books. Bring your own laptop computer or follow along. Presented by library staff.

## Support Your Local Businesses

Advertise Your Village Business Here!

## ALLYSON PEREVERZOFF

North Palm Beach Real Estate Specialist





Mobile: 561.352.3311 Allyson@goldenbearhomes.com

## Dentist

General Dentistry and Cosmetic Adrian Guerra DDS



429 NORTHLAKE BLVD., STE. 3 NORTH PALM BEACH, FL 33408 Office (561) 844-6146 Cell (561) 685-5150 www.amgdentalgroup.com

### Vittorio Bertuzzelli Financial Advisor

## Edward Iones

818 U.S. Highway One Suite 1 North Palm Beach, FL 33408 Bus. 561-776-0846 TF. 877-822-8672 TF Fax 877-781-2294 Cell 561-315-0614 vittorio.bertuzzelli@edwardjones.com www.edwardjones.com

GLORIA MALDEN KAPLAN, Enrolled Agent Admitted To Practice Before The IRS

11501 Ellison Wilson Rd., Suite NE

North Palm Beach, FL 33408

## **Income Tax Preparation**

Individual, Partnerships Corporations, Trusts & Estates

> 561-799-7090 Fax: 561-459-8057

gloriamaldenkaplan.com gloriamaldenkaplan@comcast.net

721 U.S. Highway 1, ste. 220 North Palm Beach, FL 33408

Toll Free: 1-877-331-7737 (561) 845-7737 Office:

(561) 845-7882 Fax:



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Medicare Certified ACHC Accredited Agency

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**Accounting Services** 

**IRS** Representation

YOUR HOME HEALTH CARE SPECIALIST

## ANNE GERAGHTY - NEAL

Certified Public Accountant

745 U.S. Highway 1, Suite 102 North Palm Beach, FL 33408 E-mail: agncpa@aol.com

Office: (561) 882-0350 Fax: (561) 882-0226 agn@agncpa.com



## **Village Tavern and Banquet Facility**



The Village Tavern, located inside the North Palm Beach Country Club is open to the public for lunch daily and

breakfast on the weekends! There is also a meeting/banquet room that can accommodate your special event or holiday party up to 120 people!

# Call now (561)-691-3424 and reserve the date

for the upcoming holidays!

Host a breakfast meeting, birthday party, wedding, anniversary or any other special occasion in the banquet room overlooking the golf course.

Please visit our website at NPBCC.org for menu selections and the banquet services.

## Village of North Palm Beach Resident Appreciation Coupon



20% off Lunch Items Dine in or Take out (excluding all alcohol products) Good Thru 12/31/2013



## Golf - Lee Stroever, Director of Golf

Season is almost here and now is the time to come For further information please call 561-818-3216 / out and play. Whether you have been off for the 561-262-4609 or email devildog5250@gmail.com. summer or playing every week, we hope to see you

We are hosting two tournaments this month that will be fun for everybody involved.

On Sunday, October 20 we are very excited to host the 5<sup>th</sup> Annual 4 person Scramble to help support the Wounded Warrior Project. The shotgun start will begin at 1:30 p.m. and will be followed by dinner. The total cost is \$140 per person which will include golf, food and prizes.

We will be hosting our annual NPBCC Junior Open on Sunday, October 13. This event is for children ages 7-18 and will be contested in five different divisions. The \$30 (ages 13-18 / 18 holes) and \$15 (ages 7-12 / 9 holes) will include green fees, walking fees, range balls, snacks and prizes.

For more information about the golf course and upcoming events please visit our website at www.NPBCC.org or call the golf shop at (561) 691-3433.

## Directory

Village Hall 501 U.S. Highway One North Palm Beach, FL 33408 841-3380

www.village-npb.org

| Village Hall Hours: M-F,     |          |
|------------------------------|----------|
| Country Club                 |          |
| Golf Shop                    | 691-3433 |
| Pool                         | 691-3427 |
| Tennis                       | 691-3425 |
| Restaurant                   | 691-3430 |
| <b>Community Development</b> | 841-3365 |
| Finance                      | 841-3360 |
| Library                      | 841-3383 |
| Public Safety:               |          |
| Emergency                    | 911      |
| Non-Emergency                | 848-2525 |
| Public Works                 | 691-3440 |
| Recreation                   | 841-3386 |
| Anchorage Park               | 841-3386 |
| Community Center             | 841-3389 |
| Village Clerk's Office       | 841-3355 |
| Village Historian            | 841-3371 |
| Village Manager's Office     | 904-2122 |

#### Regular Garbage Pickup Schedule

Mondays -Garbage only

Tuesdays -Trash, Bulk Items & Vegetation

Wednesdays -Garbage only

Thursdays -Trash, Bulk Items, Vegetation & Recycling Fridays -

Garbage only

#### **Advisory Board Meeting Schedule**

| Business Advisory Board  | Audit Committeeon call   |
|--|--|
| Construction Board of Adjustment   | Business Advisory Board4th Monday, monthly, 6:30 pm                    |
| Golf Advisory Board  | Code Enforcement Special Magistrateon call                             |
| Library Advisory Board4 <sup>th</sup> Tuesday, monthly, 7:00pm Pension Board - General Employees   | Construction Board of Adjustmenton call                                |
| Pension       Board       - General       Employees       on call         Pension       Board       - Police & Fire       on call         Planning       Commission      1st Tuesday, monthly, 6:30pm         Recreation       Advisory       Board      2nd Tuesday, monthly,7:30pm         Waterways       Board      next to last Tuesday, monthly,4:00pm |  |
| Pension Board - Police & Fire  | <u>Library Advisory Board</u> 4 <sup>th</sup> Tuesday, monthly, 7:00pm |
| Planning Commission      1st Tuesday, monthly, 6:30pm         Recreation Advisory Board      2nd Tuesday, monthly, 7:30pm         Waterways Board      next to last Tuesday, monthly, 4:00pm   | Pension Board - General Employeeson call                               |
| Recreation Advisory Board2 <sup>nd</sup> Tuesday, monthly,7:30pm Waterways Boardnext to last Tuesday, monthly,4:00pm   |  |
| Waterways Boardnext to last Tuesday, monthly,4:00pm  |  |
|  | Recreation Advisory Board2 <sup>nd</sup> Tuesday, monthly,7:30pm       |
| Zoning Board of Adjustmenton call  | Waterways Boardnext to last Tuesday, monthly,4:00pm                    |
|  | Zoning Board of Adjustmenton call                                      |

#### **Upcoming Council Meetings**

Thursday, October 10, 2013, 7:30 pm Thursday, October 24, 2013, 7:30 pm Village of North Palm Village Council

Item #17.

William L. Manuel Mayor

Darryl C. Aubrey Vice Mayor

Robert A. Gebbia President Pro Tem

David B. Norris Councilman

> **Doug Bush** Councilman

**Ed Green** Village Manager

Melissa Teal, CMC Village Clerk

Village Council members can be contacted through the office of the Village Clerk at 841-3355 or by email at council@village-npb.org

\*All meetings are held at the Village Hall, 501 US Highway One and are open to the public\*

## **NOBLH BYTM BEYCH' LT 33408** POSTAL PATRON

\*\*\*\*\*\*\* FCKM22



**NORTH PALM BEACH, FL 33408 201 U.S. HIGHWAY 1 AILLAGE NEWSLETTER** 

The Best Place to Live Under the Sun The Village of Jorth Palm Beach



# TOWN OF JUNO BEACH CONTRIBUTION BUDGET and EXPENDITURE HISTORY

|  | Proposed   | L          |            |            |                |                |                |              |            |              |            |            |            |
|--|------------|------------|------------|------------|----------------|----------------|----------------|--------------|------------|--------------|------------|------------|------------|
|  | FY 2024    | FY 2023    | FY 2022    | FY 2021    | FY 2020        | FY 2019        | FY 2018        | FY 2017      | FY 2016    | FY 2015      | FY 2014    | FY 2013    | FY 2012    |
| TOWN OF JUPITER - 4th OF JULY CELEBRATION                | \$1,000    | \$1,000    | \$750      | \$750      | \$750          | \$750          | \$750          | \$750        | \$750      | \$750        | \$750      | \$750      | \$750      |
| HOLIDAY BOAT PARADE                                      | 250        | 250        | 250        | 250        | 250            | 250            | 250            | 0            | 0          | 250          | 250        | 250        | 250        |
| FRIENDS OF THE ARTS                                      | 500        | 500        | 500        | 1,000      | 1,000          | 1,000          | 1,000          | 1,000        | 1,000      | 1,000        | 0          | 1,000      | 1,000      |
| JUNO BEACH HISTORICAL SOCIETY                            | 1,000      | 1,000      | 1,000      | 500        | 500            | 500            | 3,000          |              |            |              |            |            |            |
| MARINELIFE CENTER -Holiday Party Donation -Building Fund | 5,000      | 5,000      | 5,000      | 5,000      | 5,000<br>5,000 | 5,000<br>1,000 | 5,000<br>1,000 | 5,000        | 2,500      | 2,500        | 2,500      | 2,500      | 5,000      |
| HISTORICAL SOCIETY OF PALM BEACH COUNTY                  | 500        | 500        | 500        | 250        |                |                |                |              |            |              |            |            |            |
| LOXAHATCHEE RIVER HISTORICAL SOCIETY -SPEAKER SERIES     | 250        | 250        | 250        | 250        | 250            | 250            |                |              |            |              |            |            | 250        |
| PROJECT GRADUATION -W.T. DWYER & JUPITER H.S.            | 400<br>400 | 400<br>400 | 400<br>400 | 400<br>400 | 400<br>400     | 400<br>400     | 400<br>400     | 400<br>400   | 400<br>400 | 400<br>400   | 400<br>400 | 400<br>400 | 400<br>400 |
| BUSCH WILDLIFE SANCTUARY                                 | 1,000      | 1,000      | 1,000      | 1,000      | 1,000          | 1,000          | 1,000          | 500          | 500        | 500          | 500        | 500        | 1,000      |
| One-Time Contributions                                   | <u>0</u>   | <u>o</u>   | <u>0</u>   | <u>0</u>   | 690            | 1,000          | <u>0</u>       | <u>1,600</u> | <u>600</u> | <u>1,100</u> | <u>100</u> | <u>100</u> | <u>700</u> |
| TOTAL CONTRIBUTIONS                                      | \$ 10,300  | \$ 10,300  | \$ 10,050  | \$ 9,800   | \$ 15,240      | \$ 11,550      | \$ 12,800      | \$ 9,650     | \$ 6,150   | \$ 6,900     | \$ 4,900   | \$ 5,900   | \$ 9,750   |



Meeting Name: Town Council Meeting

Meeting Date: October 25, 2023

**Prepared By:** C. Copeland-Rodriguez, Town Clerk

Item Title: Setting A Workshop Date for Mars Way Traffic Options and Paid Parking

Discussion

### **DISCUSSION:**

Does the Council wish to schedule an additional workshop to discuss the Mars Way Traffic Options as well as the discussion on establishing paid parking in certain areas and providing free parking for residents with decals as well to the same workshop agenda?