



REVISED - TOWN COUNCIL MEETING AGENDA

December 17, 2024 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/@townofjuno-beach477/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: https://www.juno-beach.fl.us/towncouncil/webform/public-comments#_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 ccopeland@juno-beach.fl.us 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

1. Ceremonial Swearing in of Police Officer Todd Ostuni

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

2. Approval of Town Council Meeting Minutes - November 13, 2024
3. Approval of Special Town Council Meeting Minutes - November 20, 2024
4. Approval of Town Council Public Interview with Town Manager Finalist Jay Boodheshwar Minutes - December 3, 2024
5. Approval of Town Council Public Interview with Town Manager Finalists Darren Coldwell & Patrick Comiskey Minutes - December 4, 2024
6. Approval of Special Town Council Meeting Minutes - December 6, 2024
7. Special Town Council Meeting Minutes for December 12, 2024
8. Special Event Request – Classics by the Sea Road Runners
9. Discussion on Town Manager Job Description
10. Year to Date (YTD) Financial Statements
11. Resolution 2024-24 (PBA Collective Bargaining Agreement)
12. 2025 Health Insurance Renewals

COUNCIL ACTION/DISCUSSION ITEMS

13. Filling of Vacant Seat #3
14. Discussion on Traffic Concerns (U.S. Highway One and Donald Ross Road)
15. Special Event Request - Art Fest by the Sea
16. Caretta Project Gateway Plaza Features
17. Selection of Code Rewrite Consultant
18. Atlantic Boulevard Roadway Improvements Project
19. Continued Discussion on Selection of Town Manager
- ~~20. Resolution No. 2024-19 (Code of Conduct)~~
- ~~21. Appearance Review Board (ARB) Criteria~~
- ~~22. Resolution No. 2024-23 (Amending the Town's Quasi-Judicial Procedures)~~

COMMENTS FROM THE COUNCIL
ADJOURNMENT



Meeting Name: Town Council – Regular Meeting
Meeting Date: December 17th, 2024
Prepared By: Chief Brian J. Smith
Item Title: Ceremonial Swearing In - Officer Todd Ostuni

DISCUSSION:

Ceremonial Swearing In

Officer Todd Ostuni comes to the Juno Beach Police Department from the Palm Beach County Sheriff's Office where he worked as a full-time deputy for 28 years, retiring in 2023 as a Sergeant. Todd has a wealth of knowledge from his years of service in the Sheriff's Department and performed very well during his recent hiring process. Prior to his law enforcement career, Todd served in the United States Marine Corps. He currently resides in Jupiter with his wife Beth and son Tyler.

We are very pleased to welcome Officer Ostuni to our Agency and are looking forward to him being part of our JBPD Team.



TOWN COUNCIL MEETING MINUTES

November 13, 2024 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
 DD HALPERN, VICE MAYOR
 MARIANNE HOSTA, VICE MAYOR PRO TEM
 JACOB ROSENGARTEN, COUNCILMEMBER
 DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: CAITLIN E. COPELAND-RODRIGUEZ, ACTING TOWN MANAGER
 LEONARD RUBIN, TOWN ATTORNEY
 EMILY ALVES, FINANCE DIRECTOR
 ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
 STEVEN J. HALLOCK, DIRECTOR OF PUBLIC WORKS
 STEPHEN MAYER, PRINCIPAL PLANNER
 ISABELLA HICKEY, SENIOR PLANNER
 FIORELLA VERDECIA, ADMINISTRATIVE SECRETARY

AUDIENCE: 16

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Town Clerk Copeland announced that Items #12 & #13 will be postponed until the December 17th Town Council meeting but requested that Council send staff any questions they have on those items.

Council gave unanimous consensus to move Consent Agenda Item #2 to the December 17th Town Council Meeting; and to move Item #11 up to #5A.

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

Council gave unanimous consensus to hold a Special Town Council Meeting on December 6th at 10AM to select the Town Manager.

***MOTION:** Davis/Halpern made a motion to utilize the funds designated for the backyard patio to rebuild the north Gazebo and enter into an agreement with the Botkin-Parssi engineering firm.*

***ACTION:** The motion passed unanimously.*

Council gave unanimous consensus to not move forward with a new dais but to have staff bring back options; and to add a Discussion item to the end of the agenda as Item #11B for the Audit Oversight Committee's inquiries.

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 6:05 pm.

Public Comments Closed at 6:14 pm.

CONSENT AGENDA

1. Town Council Meeting Minutes - October 23, 2024
2. Approval of Revised Town Manager Job Description
3. ACFR Award for Fiscal Year 2023 from the GFOA
4. Extra Duty Solutions Agreement Addendum
5. Year to Date (YTD) Financial Statements

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

ACTION: *The motion passed unanimously.*

COUNCIL ACTION/DISCUSSION ITEMS

- 5A. Special Event Request – Wedding Ceremony at Juno Beach Access 5
(Originally Item #11)

MOTION: *Hosta/Rosengarten made a motion to approve the request for the special event proposed in Juno Beach as stated above, subject to the applicant being responsible for the application process for special events and all conditions and requirements following said application, including any additional agency, and department reviews/approvals/fees, including a condition for a member of Town staff to inspect the area prior to and after the ceremony.*

ACTION: *The motion passed 3-2 with Vice Mayor Halpern and Councilmember Davis opposed.*

6. Discussion on Captain's Key Future Land Use Map Amendment and Rezoning

MOTION: *Davis made a motion to proceed with Scenario 4, creating a new zoning district.*

ACTION: *The motion failed for lack of a second.*

Council gave consensus to proceed with Scenario 3 as outlined in the staff memorandum.

7. Town Council Meeting Minutes - September 25, 2024

MOTION: Halpern/Rosengarten made a motion to approve the September 25, 2024 Town Council Meeting Minutes.

ACTION: The motion passed unanimously.

8. Donald Ross Dune Walkover Renovation (FRDAP grant)

MOTION: Davis/Hosta made a motion to enter into the following agreements for engineering and surveying services with funding from the One Cent Surtax: Isiminger & Stubbs Engineering, Inc. in the amount of \$19,000 for engineering design services and not to exceed \$7,000 for construction oversight observation services; Simmons & White Civil & Traffic Engineering in the amount of \$17,500 for engineering design services and not to exceed \$5,000 for construction oversight observation services; R.L. Vaught & Associates, Inc. for topographical survey information not to exceed \$4,800; and to authorize the Town Manager to execute each of these agreements.

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

9. Resolution 2024-19 (Adoption of Code of Conduct for Members of the Town Council)

Vice Mayor Halpern, Councilmember Rosengarten, and Councilmember Davis gave consensus to proceed with Councilmember Rosengarten's proposed Goal Statement; and to incorporate Councilmember Rosengarten's proposed language for Section B(2).

Council gave unanimous consensus to have staff come back with enforcement options as a discussion at the next meeting.; and to include the term "staff" in Section B(2).

Mayor Wheeler, Vice Mayor Halpern, and Councilmember Rosengarten gave consensus to strike "without the use of the Councilmember's official title" from Section B(3).

10. Resolution 2024-21 (Amending the Public Participation Rules and Policies and General Meeting Procedures to adopt Rules of Decorum)

MOTION: Davis/Halpern made a motion to approve Resolution No. 2024-21 – Amending the Public Participation Rules and Policies and General Meeting Procedures to adopt Rules of Decorum as amended with the Resolution specifically identifying Council meetings as a limited public form and the procedures allowing public comments to be reopened.

ACTION: The motion passed unanimously.

11B. Audit Oversight Committee Discussion.

Council gave unanimous consensus to have the report deadline scheduled for April 2025; have staff proceed with getting a quote from the current auditor; and to have the Audit Oversight Committee remain status quo with the agenda procedures.

- ~~12. Discussion on Traffic Concerns (U.S. Highway One and Donald Ross Road)~~
- ~~13. Appearance Review Board (ARB) Criteria~~

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to have a discussion at the January meeting on the reimbursement request from Ocean Trace regarding the Universe Boulevard Drainage Project.

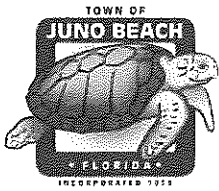
ADJOURNMENT

Mayor Wheeler adjourned the meeting at 9:48pm.

Peggy Wheeler, Mayor

Fiorella Verdecia, Administrative Secretary

DRAFT



TOWN OF JUNO BEACH

Item #2.

PUBLIC COMMENT CARD

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

AGENDA ITEM #: General Comments DATE: 11-13-24

NAME: Andy Spiles PHONE NO.: 561-685-5845

REPRESENTING (IF APPLICABLE): Self

ADDRESS: _____

CHECK WHAT MAY APPLY:

SUPPORT OPPOSE I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #: OPEN DATE: 11/13/2024

NAME: ALDO ROVERE PHONE NO.: 631-335-4147

REPRESENTING (IF APPLICABLE): OCEAN TRACE

ADDRESS: 400 UNO LAGO DR.

CHECK WHAT MAY APPLY:

SUPPORT OPPOSE I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



TOWN OF JUNO BEACH

Item #2.

PUBLIC COMMENT CARD

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

AGENDA ITEM #: GAZEBO DATE: 11/13/24

NAME: LOU SANLORENZO PHONE NO.: 703-395-3630

REPRESENTING (IF APPLICABLE): _____

ADDRESS: 200 JUNO LAGO DR

CHECK WHAT MAY APPLY:

SUPPORT OPPOSE I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Wed, Nov 13, 2024 at 11:16 AM

Submitted on Wednesday, November 13, 2024 - 11:16am

Submitted by anonymous user: 76.108.220.137

Submitted values are:

First Name Cyndie
Last Name Wolf
Address 440 STARLIGHT LN
Email Address clwolf@rocketmail.com
Agenda Item Number (Ex: 1, 2, 3) 11
Public Comment / Question
Town Council Meeting 11/13/24
Item #11 Wedding at JB 5

Good evening Town Council members,
I strongly urge you to deny the application for a private wedding on our beach. I'm sure they are a lovely couple and who wouldn't want to get married here? This is not personal against them in any way.

However, this is a concerning precedent to set and just as importantly, this will be on a holiday weekend, Saturday, December 21st, when all of our residents are in town and we all have so many family members visiting. I know you have seen the large numbers of residents and their families enjoying the beach and walking around the lake during the holidays. This is OUR special time to enjoy Juno Beach without disrupting the peaceful nature of our community. On one of our busiest weekends, we do not need to be contending with a wedding that will consume our parking spaces on Mercury and in the town lot. And you know Frenchman's will have lots of people attending activities at their Beach Club which will exacerbate the traffic and parking situation. Delivery trucks will block the right of way, however temporarily, as they will not be able to fit in the parking space or if they can't find a close parking space, I sincerely doubt that they will park down Mercury and personally haul all of the rented items down the road to the beach, hence their need to block the road.

The Asst. Chief does not feel that there will be a police presence required, however, who is going to tell the town residents and their guests to move their beach set-up to accommodate the wedding and is that fair to our residents. The \$100 application fee does not make up for the inconvenience to our residents. Please just say NO to this request. There are plenty of other beaches that accommodate this type of event. If you vote in favor of this, I would suggest that you are showing a lack of consideration for your constituents in favor of outsiders during our busiest time of year. There certainly isn't anything positive being provided to the tax paying residents by approving this event. It's all negative and sets a concerning precedent. An idea that caused a huge fracas some years ago was when the town wanted to put an event center at the north end of the lake using funds that would require the town to open the space to outsiders taking away from the residents' ability to enjoy our peaceful community. The residents responded with a resounding NO! Please say NO and keep Juno Beach FOR Juno Beach.

If you do approve this, we might as well start advertising:
Attention Palm Beach County and Beyond: For \$100 you too can get married on Juno's Beach. Just fill out the application. It's a thing now! Come to Juno Beach where anything goes!

Our slogan can be:
YOU will take precedence over our residents!

The results of this submission may be viewed at:
<https://www.juno-beach.fl.us/node/2951/submission/19837>



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
 Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
 To: ccopeland@juno-beach.fl.us

Wed, Nov 13, 2024 at 11:22 AM

Submitted on Wednesday, November 13, 2024 - 11:22am

Submitted by anonymous user: 76.108.220.137

Submitted values are:

First Name Cyndie
 Last Name Wolf
 Address 440 STARLIGHT LN
 Email Address clwolf@rocketmail.com
 Agenda Item Number (Ex: 1, 2, 3) 9
 Public Comment / Question
 Town Council 11/13/24
 Item #9 Resolution

Good evening Council members,

Council members have expressed that they want to regain the trust of the residents and fix their tarnished image. It has been expressed that Council is concerned that the current reputation of Council and the concerns expressed by residents will taint the Town Manager pool of candidates. I am personally glad that the word is out about the town's issues so that we can find the right person who has the experience to address our issues.

One way for the Council to reestablish the trust of its constituency would be to hold yourselves accountable by having consequences for your actions if your actions go against the Resolution you are proposing.

By consensus, you all declined to include any enforcement action for yourselves. This erodes trust and makes your Resolution bogus and nothing but empty rhetoric.

Why are you afraid to be accountable? Violating the Resolution and leaving that behavior unchecked sends the message that you, as a Council, are not serious about setting standards in which to govern yourselves. You get to check the box that you created a set of ethical standards. Yay, good for you! But these standards are meaningless without consequences.

Remember B.F. Skinner and Pavlov's dogs. Behaviors are shaped by their consequences. Why should Council members stop bashing residents in their blogs if there is no consequence, even though it would be against your Resolution. Why is it ok to assault a resident during an official town function without any reprimand.

Setting consequences and actions for residents in the separate Resolution and not for yourselves is insulting. With no action plan you are perpetuating a toxic environment.

What about the Council members who play by the rules. How is it fair to them that the behavior of others goes unchecked. Unfortunately, the bad apples in this case do taint the whole Council's reputation. In this way, the whole town is suffering.

Rules are only as good as their enforcement. If you are not planning to include an enforcement mechanism, you do not need this document. It is a waste of Len's time to create the document, it is a waste of all of our time debating its relevancy. It is not needed. It is empty, hollow, and totally unnecessary.

Bad behavior deserves consequences and if you are not willing to hold yourselves accountable to this document it is just another worthless effort you as a Council have hurried through the system without full appreciation of its worth.

Take another look at this and take additional time to rethink the Resolution and get it right for yourselves and for your

constituents. If you are a solid, ethical citizen representing this town, why are you afraid to hold yourselves accountable and only mandate consequences for the residents. Do you hold yourselves above the general public? That is the impression you are giving.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19838>

I WOULD LIKE MY COMMENT READ INTO THE RECORD:

I WISH TO SPEAK

OPPOSE

SUPPORT

CHECK WHAT MAY APPLY:

ADDRESS: *from 9 as per original agenda*

REPRESENTING (IF APPLICABLE):

PHONE NO.:

NAME: *Nancy Wilf*

DATE:

AGENDA ITEM #: *9*

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

PUBLIC COMMENT CARD

TOWN OF JUNO BEACH



Good evening Councilors, Town Staff, Residents, and Citizens here and on YouTube,

Just over a year ago, the Universe Boulevard Stormwater Project—the largest public works project in both scope and cost in the history of Juno Beach—was rightfully recognized by the Town Council as a public infrastructure initiative. Accordingly, the Council determined that financing this project should be a Town responsibility. The residents of Ocean Trace, along with our neighbors at The Waterford, are deeply grateful for this decision, which relieved our communities of the financial burden initially assigned to us.

At that pivotal meeting in 2023, many residents from our residential communities spoke. While our Ocean Trace leaders expressed gratitude for the Council's decision, they also noted the significant out-of-pocket expenses our residents incurred over the years, totaling more than \$37,000 for necessary repairs related to the stormwater infrastructure.

At that time, the Council deferred discussion on reimbursement, understandably prioritizing the multi-million dollar funding needed to complete the Universe Boulevard Project. We fully appreciated the gravity of those financial concerns, as we ourselves had navigated difficult decisions and assessments to cover our share of stormwater expenses prior to the Council's intervention.

Now, with this historic project completed, Juno Beach remains a model of resilience, preserving the town's unique character. We commend the Town's successful application of high standards to subsequent projects like Celestial Way, which reflect the thoughtful approach taken to maintain Juno Beach's quality of life.

On November 4, 2024, we submitted invoices to the Town Staff detailing the expenses Ocean Trace bore, totaling \$43,244.55. Today, we respectfully seek a minimum of three Councilors' support to add our request for reimbursement to the January 2025 Town Council Meeting agenda. We believe our case for reimbursement is compelling and rooted in the same principles that govern other town-funded stormwater projects.

In the interim, any Council members, Staff, or residents interested in discussing this matter or understanding our rationale further are welcome to reach out to us:

Ocean Trace Environmental Association
801 Uno Lago Drive
Juno Beach, FL
Lou San Lorenzo, President

Thank you for your attention and consideration. We look forward to the opportunity to present our case to the people of Juno Beach, seeking a fair resolution that reflects the Town's standards for similar projects.



SPECIAL TOWN COUNCIL MEETING MINUTES

November 20, 2024 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
 DD HALPERN, VICE MAYOR
 MARIANNE HOSTA, VICE MAYOR PRO TEM
 JACOB ROSENGARTEN, COUNCILMEMBER (*Via Zoom – left at 5:35pm*)
 DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: FRANK DAVILA, INTERIM TOWN MANAGER
 CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
 SUSAN GARRETT, TOWN ATTORNEY
 COLIN BAENZIGER, BAENZIGER & ASSOCIATES (*Via Zoom*)

AUDIENCE: 6

CALL TO ORDER – 5:30pm

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Councilmember Rosengarten resigned effective immediately.

COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF - None

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 5:35pm.

Public Comments Closed at 5:36pm.

COUNCIL ACTION/DISCUSSION ITEMS

1. Town Manager Search Update: Recommended Candidates

Council discussed, vetted, and ranked the finalists to interview for the position of Town Manager (see attached ranking sheets & tabulation).

Council gave unanimous consensus to have the Public Reception being held on December 3rd go from 5:30pm until 7:30pm; pay for at least one hotel night stay for each candidate; and conduct interviews with Mr. Boodheshwar on December 2nd.

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to place a discussion on filling the vacant Council Seat #3 on the December 6th Special Town Council meeting agenda; and have staff include all options based on the Town's code on "Filling of Vacancies".

ADJOURNMENT

Mayor Wheeler adjourned the meeting at 6:01pm.

Peggy Wheeler, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk

DRAFT

Juno Beach

Straw Preference Poll RE: Town Manager Candidates Corrected

November 20, 2024

Please place a check mark next to your top 5 choices
to become your next Town Manager.

	Candidate	Select
1	Alves-Viveiros, Sonia A.	
2	Boodheshwar, Jay	✓
3	Coldwell, Darren N.	✓
4	Comiskey, Patrick C.	
5	Davis, Tandra S.	
6	Irby, Glenn A.	
7	Jordan, Patrick S.	✓
8	Moye, Scott M.	✓
9	Russo, Christopher J. "Chris"	
10	Strohl, David A.	✓

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Rosengarten Wheeler

Signature: Wheeler

Juno Beach

Straw Preference Poll RE: Town Manager Candidates Corrected

November 20, 2024

Please place a check mark next to your top 5 choices
to become your next Town Manager.

	Candidate	Select
1	Alves-Viveiros, Sonia A.	✓
2	Boodheshwar, Jay	
3	Coldwell, Darren N.	✓
4	Comiskey, Patrick C.	✓
5	Davis, Tandra S.	
6	Irby, Glenn A.	
7	Jordan, Patrick S.	
8	Moye, Scott M.	✓
9	Russo, Christopher J. "Chris"	✓
10	Strohl, David A.	✓

Submitted by (please place a mark next to your name):

Davis

Halpern

Hosta

Rosengarten

Wheeler

Signature: _____



Juno Beach

Straw Preference Poll RE: Town Manager Candidates

November 20, 2024

Please place a check mark next to your top 2 choices to become your next Town Manager.

	Candidate	Select
✓ 1	Alves-Viveiros, Sonia A. ✕	
✓ 2	Boodheshwar, Jay ✕	
✓ 3	Coldwell, Darren N.	
✓ 4	Comiskey, Patrick C. ✕	
5	Davis, Tandra S.	
6	Irby, Glenn A.	
7	Jordan, Patrick S.	
8	Moye, Scott M.	
✓ 9	Russo, Christopher J. "Chris" ✕	
10	Strohl, David A.	

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Rosengarten Wheeler

Signature: *Marianna Hosta*

Juno Beach

Straw Preference Poll RE: Town Manager Candidates Corrected

November 20, 2024

Please place a check mark next to your top 5 choices
to become your next Town Manager.

	Candidate	Select
1	Alves-Viveiros, Sonia A.	
2	Boodheshwar, Jay	X X
3	Coldwell, Darren N.	
4	Comiskey, Patrick C.	X X
5	Davis, Tandra S.	
6	Irby, Glenn A.	
7	Jordan, Patrick S.	
8	Moye, Scott M.	X
9	Russo, Christopher J. "Chris"	
10	Strohl, David A.	

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Rosengarten Wheeler

Signature: Diana Davis

Juno Beach

Summary of Preferences for Town Manager Finalists, Round # 1 November 20, 2024

Candidate	Davis	Halpern	Hosta	Rosengarten	Wheeler	Total
Alves-Viveiros, Sonia		✓	✓			0 2
Boodheshwar, Jay	✓		✓		✓	0 3
Coldwell, Darren		✓	✓		✓	0 3
Comiskey, Patrick	✓	✓	✓			0 3
Davis, Tandra						0
Irby, Glenn						0
Jordan, Patrick					✓	0 1
Moye, Scott	✓	✓			✓	0 3
Russo, Chris		✓	✓			0 2
Strohl, David		✓			✓	0 2
Total	0	0	0	0	0	0

4 → 3's
3 → 2's
1 → 1's

Compiled by: Frank Davila



**TOWN COUNCIL PUBLIC MEETING - INTERVIEWING
TOWN MANAGER FINALIST - JAY BOODHESHWAR
MINUTES**

December 03, 2024 at 5:00 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
DD HALPERN, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: FRANK DAVILA, INTERIM TOWN MANAGER & DIRECTOR OF PLANNING
& ZONING
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
COLIN BAENZIGER, BAENZIGER & ASSOCIATES FIRM

AUDIENCE: 18

CALL TO ORDER - 5:00PM

PLEDGE ALLEGIANCE TO THE FLAG

DISCUSSION ITEMS

1. Public Interview with Town Manager Finalist Jay Boodheshwar

ADJOURNMENT

Mayor Wheeler adjourned the meeting at 5:31pm.

Peggy Wheeler, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



**TOWN COUNCIL PUBLIC MEETING - INTERVIEWING
TOWN MANAGER FINALISTS – DARREN COLDWELL &
PATRICK COMISKEY MINUTES**

December 04, 2024 at 3:00 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
DD HALPERN, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: FRANK DAVILA, INTERIM TOWN MANAGER & DIRECTOR OF PLANNING
& ZONING
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
COLIN BAENZIGER, BAENZIGER & ASSOCIATES FIRM

AUDIENCE: 17

CALL TO ORDER - 3:00PM

PLEDGE ALLEGIANCE TO THE FLAG

DISCUSSION ITEMS

1. Public Interview with Town Manager Finalists Darren Coldwell & Patrick Comiskey

ADJOURNMENT

Mayor Wheeler adjourned the meeting at 4:06pm.

Peggy Wheeler, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



SPECIAL TOWN COUNCIL MEETING MINUTES

December 06, 2024 at 10:00 AM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
DD HALPERN, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: FRANK DAVILA, INTERIM TOWN MANAGER
CAITLIN E. COPELAND-RODRIGUEZ, ACTING TOWN MANAGER
LEONARD RUBIN, TOWN ATTORNEY
COLIN BAENZIGER, BAENZIGER & ASSOCIATES

AUDIENCE: 13

CALL TO ORDER – 10:00AM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA - None

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

Council gave unanimous consensus to add a discussion on the Strategic Planning process at the end of the agenda.

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 10:00am.

Public Comments Closed at 10:04am.

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

1. Selection of Town Manager

The council conducted a polling of the three candidates (*see attached ballots*).

Council was unable to agree upon the selection of a new Town Manager and gave unanimous consensus to continue the discussion after item #2.

2. Discussion on Filling of Town Council Vacancy (Seat #3)

MOTION: *Davis/Halpern made a motion to conduct an election for the vacant position with the caveat that it occur on March 11, 2025, the scheduled date of the general municipal election.*

ACTION: *The motion failed 2-2 with Mayor Wheeler and Vice Mayor Pro Tem Hosta opposed.*

3. Discussion on Strategic Planning Process

No consensus was given, therefore, the contracted process for Strategic Planning will continue as is.

Mayor Wheeler recessed the meeting at 11:29am.

Mayor Wheeler reconvened the meeting at 11:38am.

CONTINUED DISCUSSION ON ITEM #1

Mayor Wheeler, Vice Mayor Halpern, and Councilmember Davis gave consensus to continue discussing the Selection of the Town Manager at the December 17th meeting.

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to place a discussion on sterile grass eating carp as an agenda item for the January Town Council meeting.

ADJOURNMENT

Mayor Wheeler adjourned the meeting at 11:59am.

Peggy Wheeler, Mayor

Fiorella Verdecia, Administrative Secretary



TOWN OF JUNO BEACH

Item #6.

PUBLIC COMMENT CARD

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

AGENDA ITEM #:

DATE:

Dec. 6. 2024

NAME:

Jim Ferguson

PHONE NO.:

561 762 7251

REPRESENTING (IF APPLICABLE):

ADDRESS:

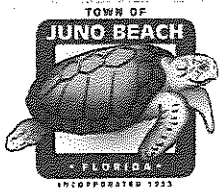
CHECK WHAT MAY APPLY:

SUPPORT

OPPOSE

I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #:

DATE:

1

12/6/2024

NAME:

ALDO ROVERE

PHONE NO.:

631-335-4147

REPRESENTING (IF APPLICABLE):

UNO LAGO - OCEAN TRACE

ADDRESS:

400 UNO LAGO DRIVE

CHECK WHAT MAY APPLY:

SUPPORT

OPPOSE

I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:

Good day, Counselors, Town Staff, and Residents,

I appreciate the opportunity to share my thoughts regarding the selection of our next Town Manager. After thoughtful consideration, I firmly believe that **Jay Boodheshwar** stands out as the ideal candidate for this role.

What truly sets him apart is his extensive prior and recent experience as Deputy Town Manager in Palm Beach County. His familiarity with the County, and his established connections, enables him to hit the ground running, making him uniquely positioned to understand and address the specific needs of Juno Beach. His deep roots in our region, combined with his professional expertise, provide a strong foundation for success.

The admiration and respect from his colleagues and friends—including those within our Juno Beach community—speak volumes about his character, leadership, and the positive impact he has had where ever he has served throughout his career. His references reflect these qualities with high praise.

During the open interviews before the Town Council and the Meet and Greet with the community, Jay demonstrated a keen understanding of the unique issues that coastal towns like Juno Beach face. He addressed these topics with confidence, insight, and a clear vision for how to navigate challenges such as coastal resilience, sustainable development, and preserving a community's identity.

Additionally, his experience in managing recovery from significant hurricane damage, including his successful use of FEMA resources while adhering to critical protocols, underscores his competence in disaster response and risk management. His actions in these situations ensured compliance with reimbursement requirements, minimizing financial risk to his municipality. Furthermore, he implemented measures to secure sufficient reserves during budget shortfalls, showcasing his fiscal responsibility and forward-thinking approach.

In my personal discussions with Jay, I found a kinship in his attitudes and principles—qualities that are essential for those committed to public service. Ethical principles are critical in dealing with difficult decisions, challenging circumstances, and individuals navigating their own personal issues. He demonstrated the ability to step back, consider other points of view, and place himself in another person's shoes. This quality of empathy and thoughtful reflection stood out in how he handled tough situations over his many years. The right to do something, does not always make it the right thing to do.

Jay's combination of local knowledge, practical experience, ethical integrity, and proven leadership makes him the ideal choice to serve as the next Town Manager of Juno Beach. I have full confidence that he will uphold our values, address our challenges, and help guide our town toward a bright future.

Thank you for considering my perspective.

Sincerely,

Aldo Rovere

400 Uno Lago Drive

Ocean Trace Condo Board Member



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Feedback on Town Manager Candidates

1 message

Jennifer Pierce <jenniferpierce1020@gmail.com>

Thu, Dec 5, 2024 at 5:51 PM

To: pwheeler@juno-beach.fl.us, dhalpern@juno-beach.fl.us, mhosta@juno-beach.fl.us, ddavis@juno-beach.fl.us

Cc: town_council@juno-beach.fl.us, ccopeland@juno-beach.fl.us

Dear Members of the Town Council,

Unfortunately, I have to work tomorrow morning and won't be able to attend the meeting, but I appreciate the opportunity to share my perspective on the Town Manager candidates.

With over 25 years of corporate leadership experience across the financial services and energy sectors, I have successfully led globally diverse teams in both the US and Europe. This background has given me a deep understanding of what makes a leader effective across different contexts and communities.

And now, as an ICF-certified leadership coach, I specialize in empowering leaders to create meaningful change in their environments, elevating culture and performance. I hold multiple accreditations in advanced psychometric tools, including DISC, 12 Driving Forces, and EQi-2.0, which uniquely equip me to evaluate leadership qualities from a holistic standpoint. I blend data-driven insights with neuroscience-backed techniques to assess leadership potential, understand stress resilience, and help leaders make informed decisions for the betterment of their teams and communities.

Residing in Juno Beach, I am committed to our local community's well-being, which further inspires my passion for identifying leaders who will best serve and uplift our town. It is in that context that I took the liberty of writing a summary of the three finalist candidates based on their dossiers, a 5-10 minute one-on-one chat with each of them at the meet-and-greet Tuesday night, and observing the public group interviews on Tuesday and Wednesday.

Town Manager Finalist Candidates - Thoughts to Consider:

1. Jay Boodheshwar

Size of General Fund Budget: \$208M

Employees: 548

Population: 19,500

Salary: \$297,000

Summary:

Jay presents as a capable and affable choice, someone who can maintain the town's current culture with minimal disruption. His friendly demeanor and ability to get along with a wide range of people are clear strengths. However, there is a concern that his tendency to please others may hinder his ability to stand firm or make difficult decisions when faced with opposition. Given his background in Palm Beach, one might question whether his familiarity with the region and its dynamics could inadvertently influence his impartiality or fairness, especially in a politically sensitive environment like Juno Beach. His smooth delivery during the meet-and-greet and group interview, while polished, occasionally bordered on feeling overly rehearsed, which some may interpret as a lack of authenticity. While Jay would likely be a stable choice, his selection may not signal significant progress or innovation. His application for a role with a salary range well below the posted guidelines also raises questions about the fiscal prudence of hiring him when equally or more qualified candidates are within budget. If chosen, Jay would not be a poor choice; however, his appointment may represent continuity rather than a forward step in addressing the evolving needs of the town.

2. Darren Coldwell

Size of General Fund Budget: \$29M

Employees: 200

Population: 7,500

Salary: \$178,000

Summary:

Darren emerges as the preferred candidate for Juno Beach, bringing an outsider's fresh perspective and no preconceived notions about the town or its dynamics. His experience navigating fiscal, personnel, and cultural challenges is evident, and his communication style strikes a commendable balance between collaboration and authority. Darren's ability to command respect while remaining approachable suggests he can effectively lead without creating unnecessary friction.

Darren does not appear to have a hidden agenda or political motivations, which aligns well with the town's need for impartial and fair leader. His willingness to address sensitive issues, such as council decorum during the interview process, demonstrates a direct and respectful approach to complex matters. Furthermore, his dossier highlights his capacity to handle tough personnel decisions, such as dismissing a Chief of Police, with professionalism and respect. Darren's experience managing larger budgets and teams, alongside his FEMA certification and wildfire management experience, speaks to his ability to navigate crises and lead under pressure. Despite his extensive qualifications, he has been compensated less than the other candidates in his current role, suggesting that a competitive yet fiscally prudent offer could secure his services while saving taxpayers money. Darren's proven ability to act decisively while maintaining morale among employees positions him as a strong and capable CEO-style Town Manager. His track record of addressing challenges head-on while fostering a positive workplace culture makes him an excellent choice to lead Juno Beach forward.

3. Patrick Comiskey

Size of General Fund Budget: \$25M

Employees: 250

Population: 18,000

Salary: \$196,000

Summary:

Patrick appears to be the weakest of the three candidates, with significant concerns regarding both his past experience and leadership style. His departure from Mt. Dora, whether justified or the result of political dynamics, casts a shadow that would be difficult to overcome, particularly given the current dissatisfaction among town citizens with elected officials and council decorum. Bringing in a candidate with this kind of baggage could be a disservice at this time. From a skills perspective, Patrick has comparable experience to Jay, with more years in a leadership role. However, his performance during the interview process revealed key weaknesses. His responses were often rambling and unfocused, making it difficult to discern clear answers to questions that the other candidates addressed succinctly. Moreover, feedback from his references consistently noted his hesitancy to act and slow decision-making, especially on personnel matters, which could allow issues to fester over time. Patrick's demeanor suggests he may take considerable time to familiarize himself with the town, develop a strategy, and implement meaningful change. In a town looking for decisive leadership, his tendency to overanalyze and defer decisions raises concerns about his ability to drive progress effectively. Additionally, Patrick's current unemployment status gives the impression of desperation rather than genuine interest in the role, which could impact perceptions of his suitability. While this observation may not be entirely fair, it adds another layer of complexity to his candidacy. In conclusion, Patrick may not have the decisiveness, focus, or momentum needed to meet the town's expectations and challenges at this time.

UNOFFICIAL Assessment View

From a broad perspective, based on limited data points and without the benefit of a formal psychometric assessment, the candidates present distinct leadership and emotional intelligence profiles:

- **Jay** appears to have the highest emotional intelligence (EQ) of the group, showcasing a personable and approachable demeanor. However, his leadership style leans more toward that of a skilled salesperson rather than a decisive CEO. While adept at building relationships, he may lack the assertiveness required to lead firmly in challenging situations.
- **Darren** demonstrates a well-rounded leadership style with strong CEO traits. He is direct, unafraid to confront difficult issues head-on, and exhibits a level of impatience that suggests a bias toward action. While his EQ seems solid, his filter may not always be optimal, leading to moments of bluntness. That said, his influential and collaborative tendencies help balance his direct approach, making him a dynamic and capable leader.
- **Patrick** comes across as detail-oriented and methodical, reflecting a strong compliance-driven approach. He seems more collaborative than commanding but may struggle with confrontation, which could lead to frustrations among staff if issues are left unresolved. While his EQ appears slightly lower than that of Jay and Darren, it remains within an acceptable range, though his slower decision-making process may hinder effective leadership in fast-moving scenarios.

Each candidate brings unique strengths and challenges, with Darren emerging as the most CEO-like in terms of decisiveness and strategic vision, Jay excelling in interpersonal relationships, and Patrick leaning heavily on structured, data-driven decision-making.

Final Thoughts (not related to the candidates but more as an interested resident and taxpayer):

- We posted the job with a salary of \$175-235k, yet the recruiter presented Jay at \$297k (20-40% above our range). I realize Jay has said he is willing to take a cut, but as a taxpayer, I was concerned when the recruiter mentioned salary negotiations. I do not think many residents - and certainly I am of that group - would endorse increasing the salary outside the posted range, since we have two alternatives already in the range. If Jay were offered the job, I would expect the salary to be \$235k (I would not insult him by offering less than the top of the range either).

- All three candidates were asked the question by Council, "What is the most pressing issue you think Juno Beach is facing right now?" Darren was the only candidate to address the 'elephant in the room' and say it is the disconnection from the Council. Jay and Patrick answered with the politically safe answer of developer encroachment, which is very important, but *'right now'*, it'd be hard-pressed to find an issue more pressing than the negative press and resignations we saw in the last couple of weeks. Juno Beach needs a change agent, not a business-as-usual Town Manager right now.
- At the meet-and-greet, I asked all candidates if they were optimistically- or actively-looking for a new job. This is a standard recruiting tactic to understand what else someone has and their motivations for looking. Patrick said, understandably, that he is actively looking, as he does not have a job right now. Jay said he was opportunistically looking as he is happy in Naples but couldn't pass up the chance to get back to Palm Beach County. Darren, however, said he is actively looking, which took me by surprise at first. He said he's spent five years in Page and feels he's done what he set out to do, and with a new mayor coming in, feels it's a good time to make a move. I asked where else he is interviewing, and he alluded to it being a few places (can't recall his exact wording) but mentioned he's a finalist here in Juno this week and a finalist in a small coastal town in the State of Washington next week. I did not get a 'desperation' feeling from Darren at all, so I feel he is transparent in looking for a town with the best fit. (For what it's worth, his wife shared that Juno Beach is her top choice.)

Item #6.

I realize this is a lot of information! I appreciate your taking the time to hear my views, and I look forward to hearing the result from the meeting.

Caitlin - please include this in the record as part of the meeting minutes since it's too long to read out loud. Thank you.

Jennifer Pierce

Juno Beach

Straw Preference Poll RE: Town Manager

December 6, 2024

Please place a check mark next to your top choice to become Juno Beach's next Town Manager.

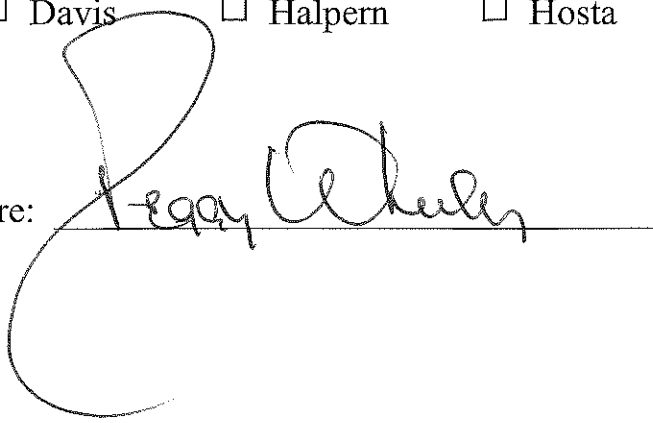
Note: If you cannot decide between two candidates, please feel free to check both their names.

	Candidate	Choice
1	Boodheshwar, Jay	✓
2	Coldwell, Darren N.	
3	Comiskey, Patrick C.	

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Wheeler

Signature: _____



Juno Beach

Straw Preference Poll RE: Town Manager

December 6, 2024

Please place a check mark next to your top choice to become Juno Beach's next Town Manager.

Note: If you cannot decide between two candidates, please feel free to check both their names.

	Candidate Name	Vote
1	Boodheshwar, Jay	
2	Coldwell, Darren N.	✓
3	Comiskey, Patrick C.	

Submitted by (please place a mark next to your name):

Davis Halpern Hosta Wheeler

Signature: *Darren N. Coldwell*

Juno Beach

Straw Preference Poll RE: Town Manager

December 6, 2024

Please place a check mark next to your top choice to become Juno Beach's next Town Manager.

Note: If you cannot decide between two candidates, please feel free to check both their names.

	Candidate Name	Vote
1	Boodheshwar, Jay	
2	Coldwell, Darren N.	✓
3	Comiskey, Patrick C.	

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Wheeler

Signature: Marianne Hosta

Juno Beach

Straw Preference Poll RE: Town Manager

December 6, 2024

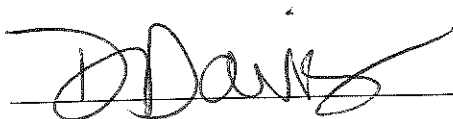
Please place a check mark next to your top choice to become Juno Beach's next Town Manager.

Note: If you cannot decide between two candidates, please feel free to check both their names.

1	Boodheshwar, Jay	✓
2	Coldwell, Darren N.	
3	Comiskey, Patrick C.	

Submitted by (please place a mark next to your name):

Davis Halpern Hosta Wheeler

Signature: 

	Desirable Qualities	Jay Boodheshwar	Darren Coldwell	Patrick Comisky
1	Focus on Slow Growth with any Development to Enhance Quality of Life for those who already live in Town	3	3	2
2	Highest Personal Ethics	7	7	7
3	Ability to Preserve what is unique about Town	5	3	4
4	Environmental Preservation	6	6	5
5	Management Skills for Continuous Quality Improvement	7	6	5
6	Financial Acumen / Fiscally Conservative	6	6	7
7	Community Engagement	7	7	5
8	Long Term Strategic Planning Experience	7	7	5
9	Experienced in project management skills & ability to prioritize action items to meet strategic initiatives within budget	7	7	7
10	Ability to Manage Public Safety - Traffic Concerns	7	7	7
11	Experienced with Master Plan	7	0	0
12	Experience in Municipal Govt.	7	7	7
13	Florida Experience in Govt.	7	0	7
14	Florida Experience in govt in a coastal community	7	0	0
15	writing abilities	7	6	4
16	IT - tech experience	7	6	5
	Score Totals	104	78	77

Rank each candidate at 0-7 with 0 worst and 7 highest for each quality based on

Juno Beach

Straw Preference Poll RE: Town Manager

December 6, 2024

Please place a check mark next to your top choice to become Juno Beach's next Town Manager.

Note: If you cannot decide between two candidates, please feel free to check both their names.

	Candidate	Check
1	Boodheshwar, Jay	
2	Coldwell, Darren N.	
3	Comiskey, Patrick C.	

Submitted by (please place a mark next to your name):

- Davis Halpern Hosta Wheeler

Signature: _____



SPECIAL TOWN COUNCIL REGULAR MEETING MINUTES

December 12, 2024 at 4:30 PM
Council Chambers – 340 Ocean Drive and YouTube

PRESENT: PEGGY WHEELER, MAYOR
DD HALPERN, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
DIANA DAVIS, COUNCILMEMBER

ALSO PRESENT: ANDREA DOBBINS, ACTING TOWN MANAGER
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
COLIN BAENZIGER, BAENZIGER & ASSOCIATES FIRM (*Via Zoom*)

AUDIENCE: 15

CALL TO ORDER – 4:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA - None

COMMENTS FROM THE TOWN MANAGER, THE TOWN ATTORNEY, AND STAFF - None

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 4:31pm.

Public Comments Closed at 4:32pm.

COUNCIL ACTION/DISCUSSION ITEMS

1. Filling of Vacant Seat #3

Mayor Wheeler passed the gavel.

MOTION: Wheeler made a motion to hold a two-week application period and allow individuals to fill out applications for vacant Seat #3 and schedule another Special Town Council meeting for January.

ACTION: Motion failed for lack of a second.

Vice Mayor Halpern returned the gavel to Mayor Wheeler.

MOTION: Davis made a motion to fill the seat by appointment as per the Town's charter through March 2026 and have the Council pass a moratorium on development for all commercial and multi-family zoning districts until the master plan is complete.

Mayor Wheeler passed the gavel and seconded the motion.

ACTION: The motion passed 3-1 with Vice Mayor Halpern opposed.

Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Davis gave consensus to require that all applications for Seat #3 be submitted by December 17th at 12PM and place the item on the December 17th Agenda for discussion.

2. Selection of Town Manager

MOTION: Halpern/Hosta made a motion to select Darren Coldwell for the position of Town Manager.

ACTION: The motion failed 2-2 with Mayor Wheeler and Councilmember Davis opposed.

Mayor Wheeler, Vice Mayor Halpern, and Councilmember Davis gave consensus to continue the discussion on the Selection of Town Manager at the December 17th Town Council Meeting.

COMMENTS FROM THE COUNCIL

ADJOURNMENT

Mayor Wheeler adjourned the meeting at 5:50pm.

Peggy Wheeler, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



TOWN OF JUNO BEACH

Item #7.

PUBLIC COMMENT CARD

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

AGENDA ITEM #: PC DATE: 12/12/24

NAME: Tim Hannon PHONE NO.: 561-441-4378

REPRESENTING (IF APPLICABLE): _____

ADDRESS: 461 Sunrise Way

CHECK WHAT MAY APPLY:

SUPPORT OPPOSE I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:

<https://www.juno-beach.fl.us/node/2951/submission/19845>



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Wed, Dec 11, 2024 at 8:28 PM

Submitted on Wednesday, December 11, 2024 - 8:28pm

Submitted by anonymous user: 73.205.140.186

Submitted values are:

First Name Susan
Last Name Van Lindt
Address 504 Sea Oats Dr, Apt 3, Juno Beach, FL 33408
Email Address Svanlindt@icloud.com
Agenda Item Number (Ex: 1, 2, 3) 1
Public Comment / Question

Thanks to Jacob Rosengarten for serving on the Town Council. He brought thoughtful consideration to the issues at hand and was respectful of residents and fellow council members. Please consider replacing his seat on the council by a vote of the residents. For council to appoint a council person will have the perception of favoritism in order to fulfil an agenda. Especially in this time when so many important issues concerning the development of our town are in the forefront. If council truly wants Juno Beach to remain Juno Beach, please let the residents decide who they feel would best represent them. Thank you for your time and consideration of this most important issue.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19845>



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Thu, Dec 12, 2024 at 8:57 AM

Submitted on Thursday, December 12, 2024 - 8:57am

Submitted by anonymous user: 12.189.247.48

Submitted values are:

First Name Carolyn
Last Name Stone
Address 506 Sea Oats Drive
Email Address stonecs@bellsouth.net
Agenda Item Number (Ex: 1, 2, 3) 1- Filling vacant seat #3
Public Comment / Question

I am opposed to holding a stand-alone election for seat #3. In addition to the cost of holding the election, we must consider the staff time and effort. It is a considerable lift for any municipality to hold a stand-alone election and even more taxing on a small municipality. Stand-alone elections usually do not draw as many voters as elections where there are numerous ballot measures or other elected positions in which to vote. I believe this not to be the best use of tax payer funds given that less than half the term is remaining for the seat. I recommend that the Town Council try to appoint someone for the remaining term. Thank you for your service.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19846>



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Thu, Dec 12, 2024 at 11:00 AM

Submitted on Thursday, December 12, 2024 - 11:00am

Submitted by anonymous user: 73.205.138.76

Submitted values are:

First Name **Chris**
Last Name **Huffman**
Address **840 Oceanside Dr**
Email Address **cohuffman@aol.com**
Agenda Item Number (Ex: 1, 2, 3) **1 and 2**
Public Comment / Question

I believe the proper process to follow in deciding which candidate to select for the new Town Manager would be to first fill the open seat on the Town Council. The process in selecting the new Council Member should be to follow the process in place which would be for the Town Council Members to vote on the replacement. Once the replacement is in place then Town Council should follow the process of the Council voting to select the Town Manager.

I do not believe the selection of the Town Manager should be done via a vote of all Juno Beach citizens as there is no way all Juno Beach citizens could possibly make an informed decision.

The Council Members have invested a tremendous amount of time and have been deeply involved in the selection process and personal interaction with the candidates.

Follow the process in place and fill the Town Council Member open position and then have the new Council Member go through the same interview process with the two Town Manager candidates that other Council Members have done and then

have the Town Council vote and select the new Town Manager.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19847>



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

'Town of Juno Beach Florida' via Council <town_council@juno-beach.fl.us>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: town_council@juno-beach.fl.us

Thu, Dec 12, 2024 at 11:33 AM

Submitted on Thursday, December 12, 2024 - 11:33am

Submitted by anonymous user: 99.79.124.159

Submitted values are:

First Name Anne
Last Name Keelmann
Address 410 N Lyra Circle
Email Address akeelmann@rogers.com
Agenda Item Number (Ex: 1, 2, 3) 1
Public Comment / Question

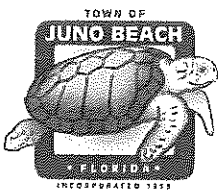
The Supervisor of Elections is willing to give our town a December 27 deadline. This is the perfect opportunity for our town's voters to choose their new Council Member, because the March municipal election is a planned election for which the County is already mobilizing and preparing to print ballots for other municipalities.

I support holding an election because one cannot put a price on Democracy; As DD has stated: Democracy is priceless. To not hold an open and fair election simply due to the cost is not good reason to deny the voters of Juno Beach their right to vote for a new Council Member.

At this critical time in our town when redevelopment is surging and careful assessment of growth is needed, Juno Beach voters should have the opportunity to choose a Council Member who is committed to providing the "slow growth" our residents are asking for... rather than Council appointing a new Council Member based on political favoritism, who may vote for new, bigger, and more development. I support both DD and Diana in their realization that this is the right thing to do for our town. Marianne - please join them in doing the right thing.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19848>



TOWN OF JUNO BEACH

Item #7.

PUBLIC COMMENT CARD

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

AGENDA ITEM #: 3 DATE: 12/12/24

NAME: Anne Bosse PHONE NO.: 561-252-8631

REPRESENTING (IF APPLICABLE): _____

ADDRESS: _____

CHECK WHAT MAY APPLY:

SUPPORT

OPPOSE

I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



Caitlin Copeland <ccopeland@juno-beach.fl.us>

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com>
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Thu, Dec 12, 2024 at 11:55 AM

Submitted on Thursday, December 12, 2024 - 11:55am

Submitted by anonymous user: 99.79.124.159

Submitted values are:

First Name Anne
Last Name Keelmann
Address 410 N Lyra Circle
Email Address akeelmann@rogers.com
Agenda Item Number (Ex: 1, 2, 3) 2
Public Comment / Question

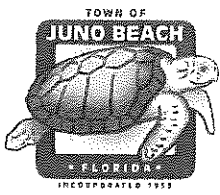
I support DD and Marianne's choice for town manager, that being Darren Coldwell. Our town is suffering from council division, attacks on residents' First Amendment right to free speech, and other issues that need to be addressed. Mr. Coldwell has decisively acknowledged our issues and will be the Town Manager we need to successfully improve our Town. As DD states: His willingness to honestly identify our problems is the hallmark of true leadership. Leadership is about being honest and fearless and speaking the truth, even when it's difficult. I too am confident Juno Beach will benefit from Mr. Coldwell's fresh perspective of our town and his experience managing small city and large county infrastructure, town employees, elected officials, etc. He has experience advocating for safe roads and making tough but necessary decisions in order to enact the goals identified by his elected officials. As such, I believe he is the Town Manager we need to lead necessary changes and improvements, and guide us to a stronger future. Just recently, he successfully led his Page City Council in adopting a Code of Ethics. His management style is to mentor, empower, and respect. He listens to the staff and emphasizes customer service.

Colleagues describe him as a "change agent" and his references include current city leaders. His ethics and determination are evident. When it comes to transparency, I also appreciate that Mr. Coldwell's references include current city leaders in Page, Arizona, where he is City Manager. I wonder why applicant Jay Boodheshwar did not provide references from his current employer, City of Naples. Naples and Palm Beach are large cities, not at all like our small town of Juno Beach where a town manager needs to be hands on in all matters. Page and Juno Beach are quite similar in size. We need someone without ties to our town to be objective and lead us to consensus, not someone who wants to leave Naples.

As such, I am confident that Mr. Coldwell can successfully lead Juno Beach, help us address our small-town concerns, and provide our residents with service and solutions. Diana and others - I hope you will change your mind.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19849>



TOWN OF JUNO BEACH

Item #7.

PUBLIC COMMENT CARD

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

AGENDA ITEM #: Town Mar DATE: 12/12/2024

NAME: Select PHONE NO.: 561-358-9296

REPRESENTING (IF APPLICABLE):

ADDRESS: 24 Grand Bay Cir

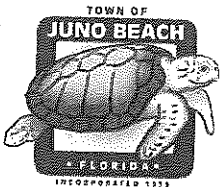
CHECK WHAT MAY APPLY:

SUPPORT

OPPOSE

I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #: 4 DATE:

NAME: Anne Bossa PHONE NO.:

REPRESENTING (IF APPLICABLE):

ADDRESS:

CHECK WHAT MAY APPLY:

SUPPORT

OPPOSE

I WISH TO SPEAK

I WOULD LIKE MY COMMENT READ INTO THE RECORD:



Meeting Name: Town Council
Meeting Date: December 17th, 2024
Prepared By: Isabella Hickey
Item Title: Special Event Request – Classics by the Sea Road Runners

DISCUSSION:

Staff received a request for a special event from Ms. Madeleine Ely, Race Director representing the Palm Beach County Road Runners organization. The event, “Classics by the Sea”, would take place along Ocean Drive, north of Donald Ross Road up to Carlin Park and includes the use of public property (**This is a recurring event in Town at the same location along Ocean Drive, and is why staff put it on the Consent Agenda**).

The special event requested is for a 5K, 10K, and a Kids 1-Miler run along Ocean Drive, a map has been provided depicting the course area. The race route is south on A1A with the 10K turnaround approximately 1/4 mile south of Juno Beach pier. The 10K is the only event that impacts Juno Beach using A1A to just south of the pier. The application indicates an anticipated 800-person attendance. The dates/times requested are January 18, 2025, from approximately 4:45 AM – 10 AM. The roadway will be requested for closure during the event, as well as during setup and breakdown.

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 shall be charged an application fee of \$100, a 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 and shall be provided 14 days prior to the date of the event.

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.



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:

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

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

**Low-Impact events consisting of 25 attendees or less will be approved administratively.

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

- n.e. Application Fee is due at time of Application submittal and is not refundable.
- n.e. Deadline Late Fee is an additional charge and is not refundable.
- n.e. 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.
- n.e. 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.
- n.e. 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.
- n.e. Failure to comply with restrictions imposed automatically forfeits the Security Deposit.
- n.e. Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.
- n.e. 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 cancellation of event.
- n.e. 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.

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

Section II Required Information

▪ **Regarding the Applicant:**

Name of Applicant/Sponsor: Madeleine Ely Phone: 561 222 7511

Relationship to Organization Represented; Race Director

Address of Applicant/Sponsor: 708 Kanuga Drive, West Palm Beach, FL 33401

Name, Address, Phone of Organization Represented: Palm Beach Roadrunners
8209 Calterra Drive, Palm Beach Gardens, FL 33418 Phone 561 818 3567

Principal contact person on Event Day/Phone: Madeleine Ely 561 222 7511

Alternate contact person on Event Day/Phone: Dave Masterson 561 818 3567

▪ **Regarding the Subject Location (where the proposed special event is being requested):**

Address/Location: Carlin Park and A1a. Race route is south on A1a to approximately 1/4 mile south of Juno

Name of Subdivision: _____

▪ **Regarding the Special Event Specifics:**

Please describe the special event being requested: Palm Beach Roadrunners is holding their 25th Annual Classics by the Sea 5K, 10K and Kids 1-miler with the start and finish in Carlin Park. The race route is south on A1a with the 10K turnaround approximately 1/4 mile south of Juno Beach pier. The 10K is the only event that impacts Juno Beach using A1a to just south of the pier.

Indicate roadway(s) to be closed: A1a from Donald Ross Road to Ocean Cay Park

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: cones, A-frames, mile markers and directional signs

Number of employees/volunteers working the event: 40

Number of anticipated attendees for the event: 800

Length of time proposed for the event to take place, including set-up and tear down, (dates/times): Saturday 1/18/2025 from 4:45AM to 10AM

▪ **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):*

Yes, for road closures on A1a to Jupiter town border.

▪ **Please initial to confirm attachments:**

- M.E.* Application Fee, and Late Fee, if applicable. (Payable to Town of Juno Beach)
- M.E.* Plot/Site Plan
- M.E.* Outside agency letter(s) of approval
- _____ Insurance Certificate
- _____ Notarized Letter from property owner
- M.E.* Copy of Driver License

Indicate items not submitted and reasons for non-submittal:

COIs will be provided by December as soon as the policy is renewed for 2025.

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.

Madeleine Ely
Applicant/Sponsor Signature

11/5/2024

Date

Madeleine Ely

Print Name

Office Use Only:

Isabella Hickey
Received By

November 5th 2024
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: _____

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.US AND PFERTIG@JUNOBEACHPD.COM.***

Office Use Only:

_____ Officers @ \$55.00/hour: total of _____ hours = \$ _____

_____ Supervisors @ \$65.00/hour: total of _____ hours = \$ _____

Additional Fee(s): _____ \$ _____

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 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.

Rates

<i>Regular Staff</i>	<i>\$35.00</i>
<i>Supervisor (if required)</i>	<i>\$45.00</i>

- ***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 Security Deposit withheld:

* _____ *Amount and Date Returned of the Security Deposit.*
Amount Date

Director of Planning & Zoning Date

Police Chief Date

Public Works Director Date

Finance Director Date

Town Manager Date

Jupiter Police Department



David E. England, Chief of Police

October 18th, 2024

Chief Traffic Inspector
Palm Beach County
Engineering and Public Works Department
Traffic Division
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411

This letter is to inform you that the Palm Beach Roadrunners/K2 Road Sports is hosting the "Classics by The Sea 5k/10k road race on Saturday, January 18th, 2025. The race is slated to take place on County Road A1A between Carlin Park in Jupiter and Loggerhead Park in Juno Beach. We intend to close that portion of A1A to all vehicular traffic between the hours of 7:00 AM and 9:30 AM. The Jupiter Police Department will have traffic jurisdiction over this special event.

Sincerely,

A handwritten signature in black ink, appearing to be "MB", written over a light blue background.

Captain Marc Bujnowski
Jupiter Police Department
District 3 Commander
march@jupiter.fl.us
561-741-2417

For:
David E. England
Chief of Police



March 27, 2024

**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Email: pbcparcs@pbc.gov
www.pbcparcs.com

To Whom It May Concern:

This letter is to confirm that the Palm Beach Road Runners Organization has been approved to rent the Special Event Area at Carlin Park located at 400 Florida A1A, Jupiter, FL 33477 for the Classics By The Sea 5k, 10k, and kid’s 1 mile dash on January 18, 2025 from 6:00am – 12:00pm.

Please contact me with any questions or concerns at 561-966-7049 or klawler@pbcgov.org

Sincerely,

Kevin Lawler

Recreation Specialist II – Special Events
Palm Beach County Parks and Recreation
2700 6th Ave South | Lake Worth | Florida 33461
T: 561-966-7049 | klawler@pbcgov.org



**Palm Beach County
Board of County
Commissioners**

- Maria Sachs, Mayor
- Maria G. Marino, Vice Mayor
- Gregg K. Weiss
- Michael A. Barnett
- Marci Woodward
- Sara Baxter
- Mack Bernard

County Administrator

Verdenia C. Baker

*“An Equal Opportunity
Affirmative Action Employer”*



October 30, 2024

Madeleine Ely
708 Kanuga Drive
West Palm Beach, FL 33401

SUBJECT: CLASSICS BY THE SEA 5K/10K

Dear Ms. Ely,

The Palm Beach County Traffic Engineering Division has reviewed your request to close S.A1A/Ocean Drive from E. Indiantown Road to Donald Ross Road on Saturday, January 18, 2025 from approximately 7:00 am to 9:30 am.

This request has been approved.

It is our understanding that Jupiter Police Department will assume responsibility for traffic control and will coordinate with other emergency departments.

This permit is only valid with the presence of the Jupiter Police Department to oversee the traffic control.

If you have any further questions, please contact Graciela M'Causland at 684-4030.

Sincerely,

Graciela M'Causland
Chief Traffic Inspector
Traffic Division

GM:

Attachment: Special Event Application, Route Map,
cc: Motasem Al-Turk, Ph.D., P.E., Director – Traffic Division
Melissa Ackert, P.E., Assistant Director – Traffic Division
Hossam Eldeen Abdel All, P.E., Traffic Signal Systems Manager – Traffic Division
Lee Gao, P.E., Senior Professional Engineer – Traffic Division
Fattoush Jafar, Ph.D., P.E., Traffic Engineer Ops Manager – Traffic Division
Sean Reilly, Chief Traffic Inspector – Traffic Division
Shoshoni Deeley, Office Manager – Traffic Division
Adam Faustini, Director – Road & Bridge
Thomas A. Coppini, Public Works Superintendent – Road & Bridge
Chase Miller, Construction Project Manager – Road & Bridge
Zachary King, Chief Construction Coordinator – Construction Coordination
Albert W. Hoffman, Division Director III – Construction Coordination
William Tanto, Chief Construction Coordinator – Construction Coordination
Kathleen Farrell, Division Director III – Roadway Production
Kristine Frazell-Smith, Senior Professional Engineer – Roadway Production
Lisa De La Rionda, Director – Department of Public Affairs
Heather C. Shirm, Manager Digital Marketing and Communications – Public Affairs
Javier H. Lopez, Digital Marketing Coordinator – Public Affairs
Kara Dery, Supervisor Special Facilities – Parks & Recreation Division
Yash Nagal, Director of Transit Planning – Palm Tran
Marc Bujnowski, Captain – Jupiter Police Department – marcb@jupiter.fl.us
Jose M. Gonzalez – PBC Fire Rescue - FIRE-FOO@pbcgov.org and JMgonzal@pbcgov.org

File: General - Special Events
Roads –

N:\TRAFFIC\SPECIAL EVENTS\2025 Special events approved\Classics by the Sea 2025\Special Event Form Letter-Graciela M'Causland (north of Southern Blvd).docx

**Department of Engineering
and Public Works**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



Classics by the Sea 5K

Carlin Park

Jupiter, FL

Course: Start facing north at the center entrance to Carlin Park just south of the flag pole, in the driveway facing north. Run north out the north entrance onto A1A heading south, to the turnaround and back to Carlin Park, enter the south entrance to Carlin Park heading north to the finish!

Note: The Start / Finish are at the same point
Previously FL980033DL

Start: The start mark is at the center entrance to Carlin Park, East Bound (In) Lane. At the furthest easterly point on the driveway at the east curb and 6'4" to the south 12" from the concrete pad that is in front of the flag pole

Mile 1: 55 Ft north of FPL Light pole
GA SPSKO 9-97 2-60 & South of Xandau Pl

Turn-a-round: 55ft north of the sewer cap and
85ft south of Beach Access #43 sign

Mile 2: 70 ft North of Beach Access #45
sign on the east side of the road

Mile 3: 47.5ft south of the south side of the
crosswalk, at the south entrance to Carlin Park,
on the east side of the road

Finish: Same as the Start, see above.

All Marks are 12" from the edge of the
pavement, nail & washer painted in white

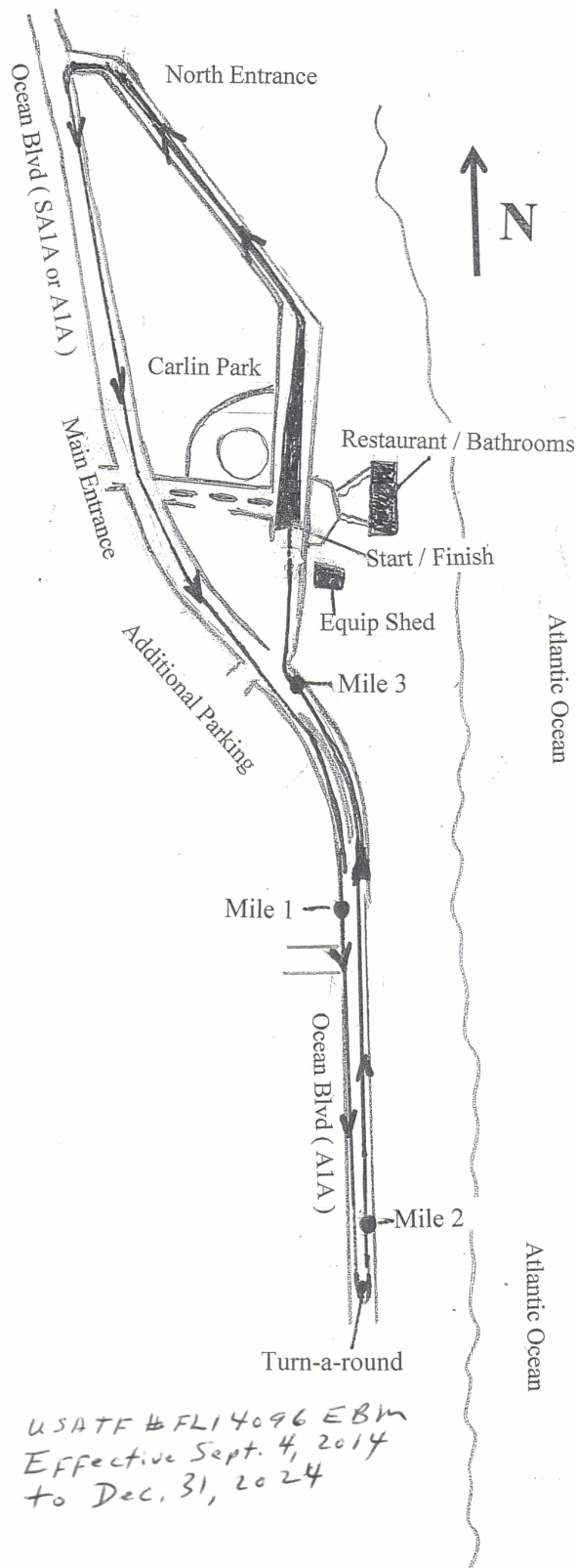
Map is Not Drawn to Scale

Measured By:

Scott Richards on 8/12/14

Palm Beach Running Company

Scott@PalmBeachRunningCompany.com





Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Classics by the Sea 5k Distance 5,000 meters
 Location (state) Florida (city) Jupiter
 Type of course: road race calibration track Configuration: Loop
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %
 Elevation (meters above sea level) Start 1.2m Finish 1.2m Highest 4.8m Lowest 1.2m
 Straight line distance between start & finish 0 Drop 0 m/km Separation 0 %
 Measured by (name, address, phone & e-mail) Scott Richards, P.O. Box 273392, Boca Raton, FL 33427
561-289-4884 srichards262@yahoo.com
 Race contact (name, address, phone & e-mail) Dianne Lavado, 14341 Evelyn Dr., Palm Beach Gardens, FL
33410 561-386-5401 dianne.Lavado@nexteraenergy.com
 Measuring Methods: bicycle steel tape electronic distance meter
 Number of measurements of entire course: 2 Date(s) when course measured: August 12, 2014
 Race date: Dec. 14, 2014 Course certification effective date: September 4, 2014
 Certification code: FL14096EBM

Notice to Race Director: Use this Certification Code in **all** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If **any** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2024

AS NATIONALLY CERTIFIED BY:

Everett McDowell Date: September 8, 2014
 Everett McDowell • USATF/RRTC National Certifier
 1256 Stony Brook Lane, Dunedin, Florida 34698 • 727-644-7608 • emcdowell5@tampabay.rr.com

Classics by the Sea 10K Carlin Park, Jupiter, FL

Course: Start facing north at the center entrance to Carlin Park just south of the flag pole, in the driveway facing north. Run north out the north entrance onto A1A heading south, to the turnaround and back to Carlin Park, enter the south entrance to Carlin Park heading north to the finish!

Note: The Start / Finish are at the same point
Previously FL980032DL

Start: The start mark is at the center entrance to Carlin Park, East Bound (In) Lane. At the furthest easterly point on the driveway at the east curb and 6'4" to the south 12" from the concrete pad that is in front of the flag pole

Mile 1: 55 Ft north of FPL Light pole
GA SPSKO 9-97 2-60 & South of Xandau Pl

Mile 2: 107ft south of Beach Access marker #38

Mile3: 45ft north of the crosswalk at the County Park
on the north side of Marcinski Rd and 3ft north of the south edge of the pull-over cut out in the curb

Turn-a-round: 52.5ft south of the white access gate to
Environmentally Sensitive land at pull-off north of Seaview Condo

Mile 4: On the east side of the road adjacent to 2nd
parking-pull-off & 881ft north of the centerline of Marcinski Rd.

Mile 5: On the east side of the road 117.5ft south
of Beach Access sign #44

Mile 6: On the east side of the road 517.5ft south of the south
side of the crosswalk, at the south entrance to Carlin Park,
on the east side of the road

Finish: Same as the Start, see above.

All Marks are 12" from the edge of the
pavement, nail & washer painted in white

Map is Not Drawn to Scale

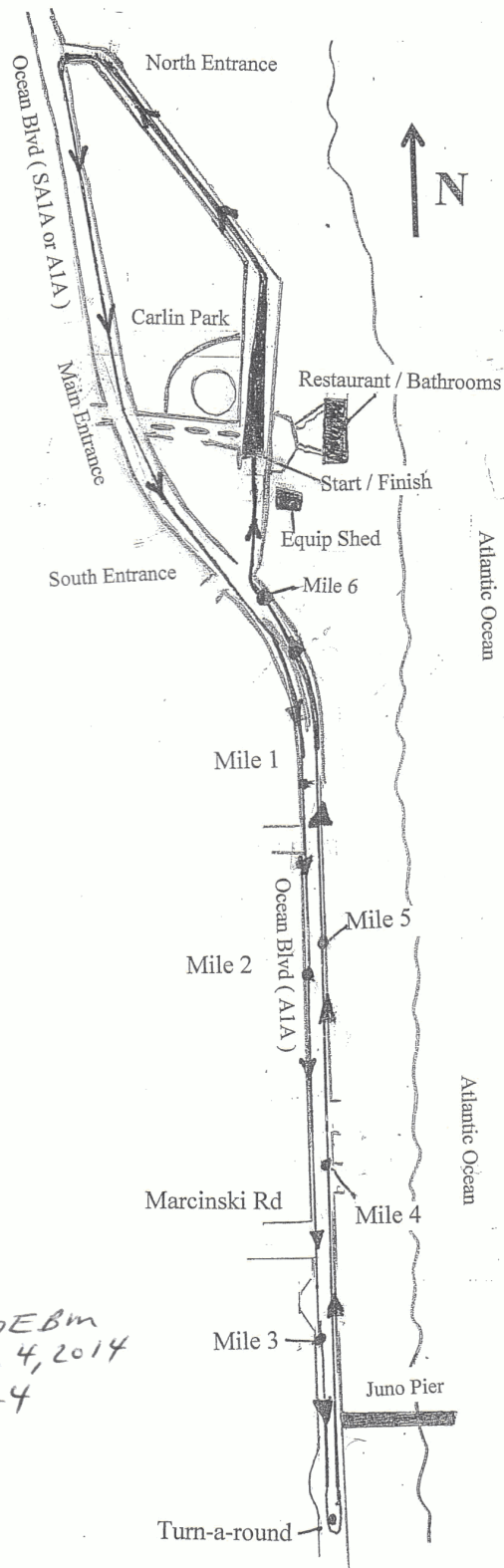
*USATF# FL14097EBM
Effective Sept. 4, 2014
to Dec. 31, 2024*

Measured By:

Scott Richards on 8/12/14

Palm Beach Running Company

Scott@PalmBeachRunningCompany.com





Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Classics by the Sea 10k Distance 10,000 meters
 Location (state) Florida (city) Jupiter
 Type of course: road race calibration track Configuration: Loop
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %
 Elevation (meters above sea level) Start 1.2m Finish 1.2m Highest 4.8m Lowest 1.2m
 Straight line distance between start & finish 0 Drop 0 m/km Separation 0 %
 Measured by (name, address, phone & e-mail) Scott Richards, P.O. Box 273392, Boca Raton, Fl. 33427
561-289-4884 srichards262@yahoo.com
 Race contact (name, address, phone & e-mail) Dianne Lavado, 14341 Evelyn Dr., Palm Beach Gardens, Fl.
33410 561-386-5401 dianne.Lavado@nexteraenergy.com
 Measuring Methods: bicycle steel tape electronic distance meter
 Number of measurements of entire course: 2 Date(s) when course measured: August 12, 2014
 Race date: Dec. 14, 2014 Course certification effective date: September 4, 2014
 Certification code: FL14097EBM

Notice to Race Director: Use this Certification Code in **all** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If **any** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2024

AS NATIONALLY CERTIFIED BY:

Everett McDowell

Date: September 8, 2014

Everett McDowell • USATF/RRTC National Certifier

1256 Stony Brook Lane, Dunedin, Florida 34698 • 727-644-7608 • emcdowell5@tampabay.rr.com

2025 Classics by the Sea

1 – Event Supervisor

1 – Motor Officer

7 – Uniformed Police Officers (Includes 2 Juno Beach Officers)

7 – Marked Police Vehicles

4 – Variable Message Boards:

1.) eastbound on Indiantown Road west of A1A

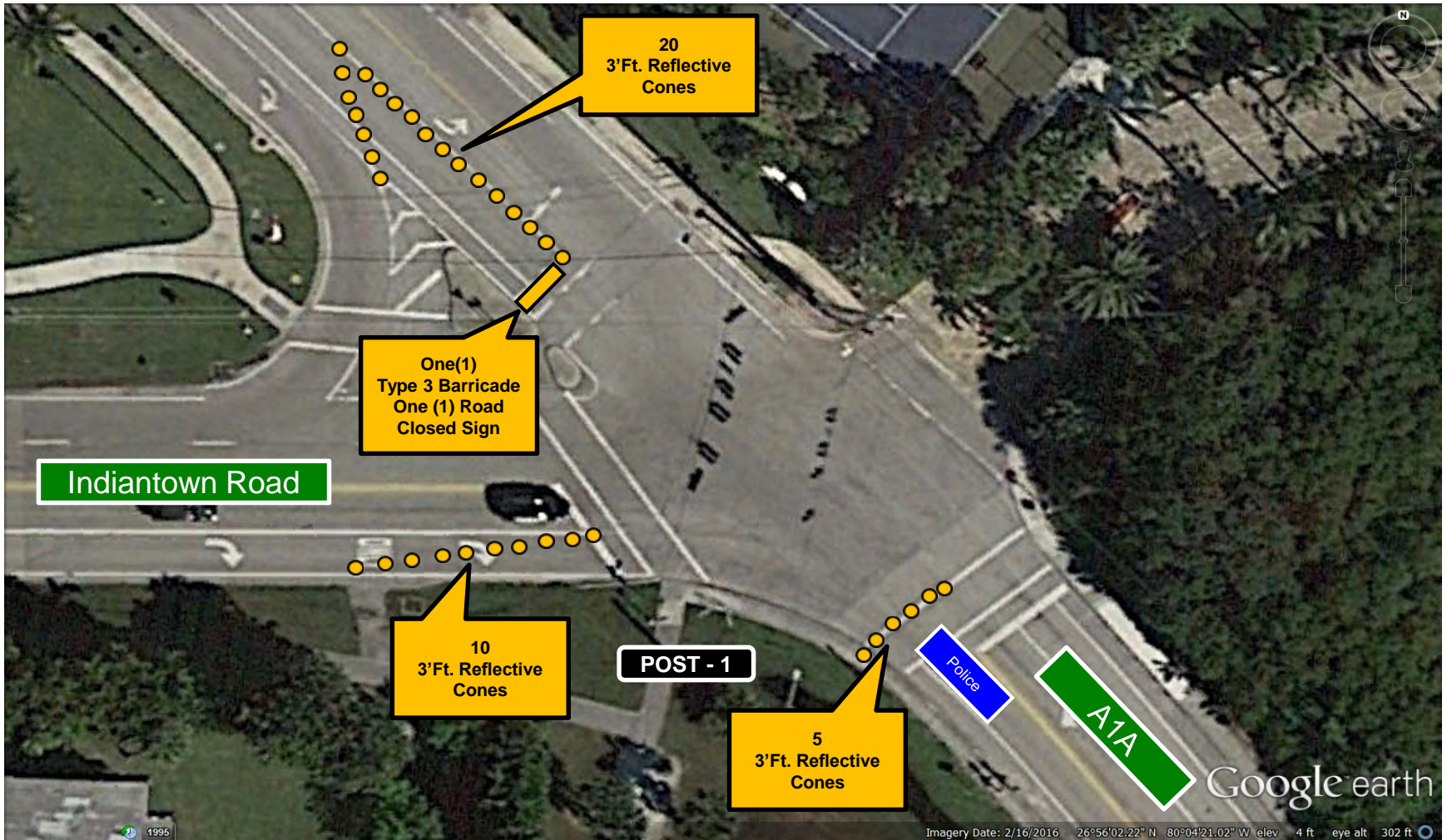
2.) eastbound on Ocean Way west of A1A

3.) eastbound on Marcinski Road west of A1A

4.) eastbound on Donald Ross Road west of A1A

Diagram #1 – Indiantown Road and A1A
Jupiter Police Department (Post #1)

Item #8.



35 - 3FT. Orange Reflective DOT Traffic Cones

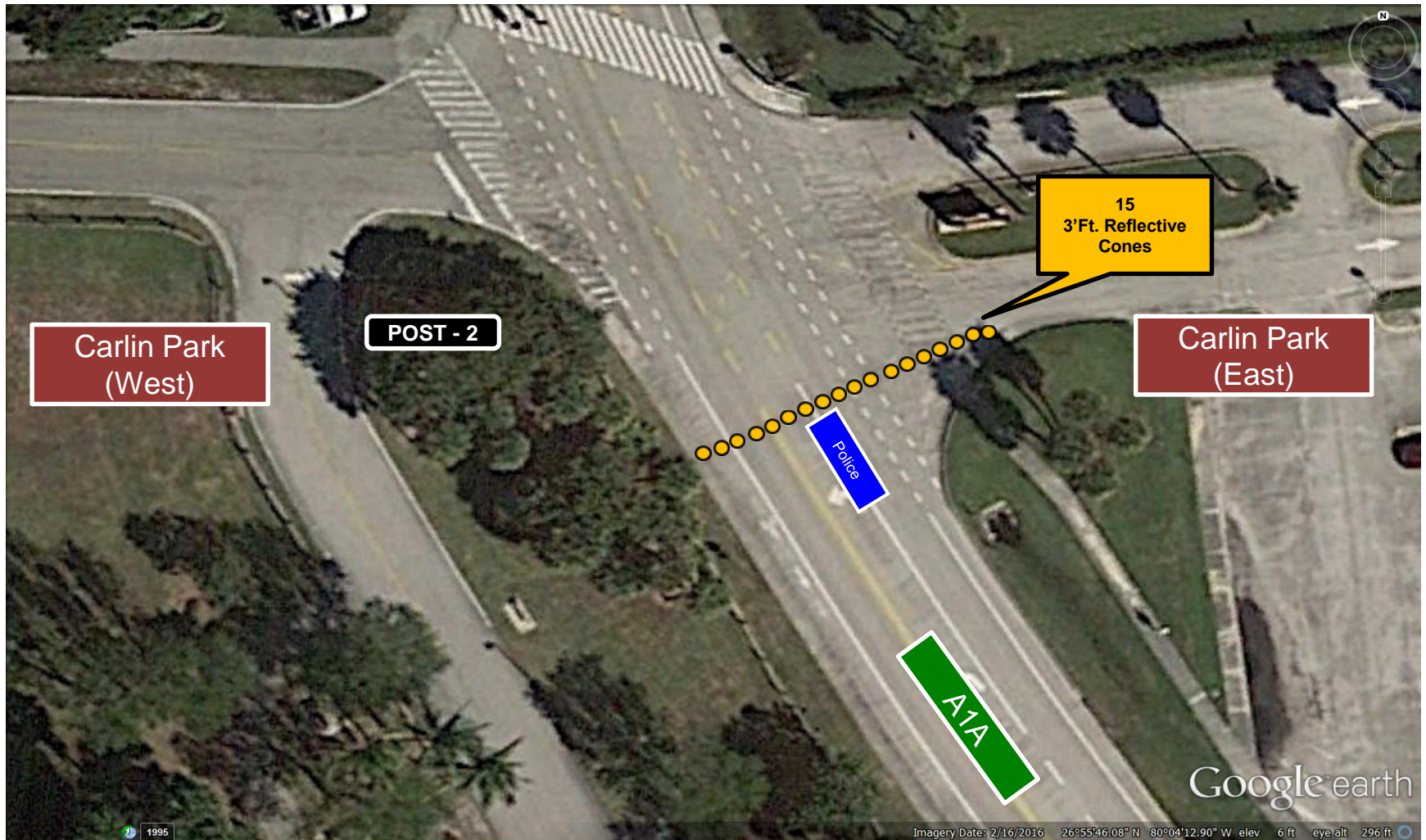
1 – Road Closed Sign on Barricade

1 – Marked Police Vehicle & 1 – Uniformed Police Officer

(1 Week Prior – VMB on Indiantown Road west of A1A)

Diagram #2 - Carlin Park East & West (North End)
Jupiter Police Department (Post #2)

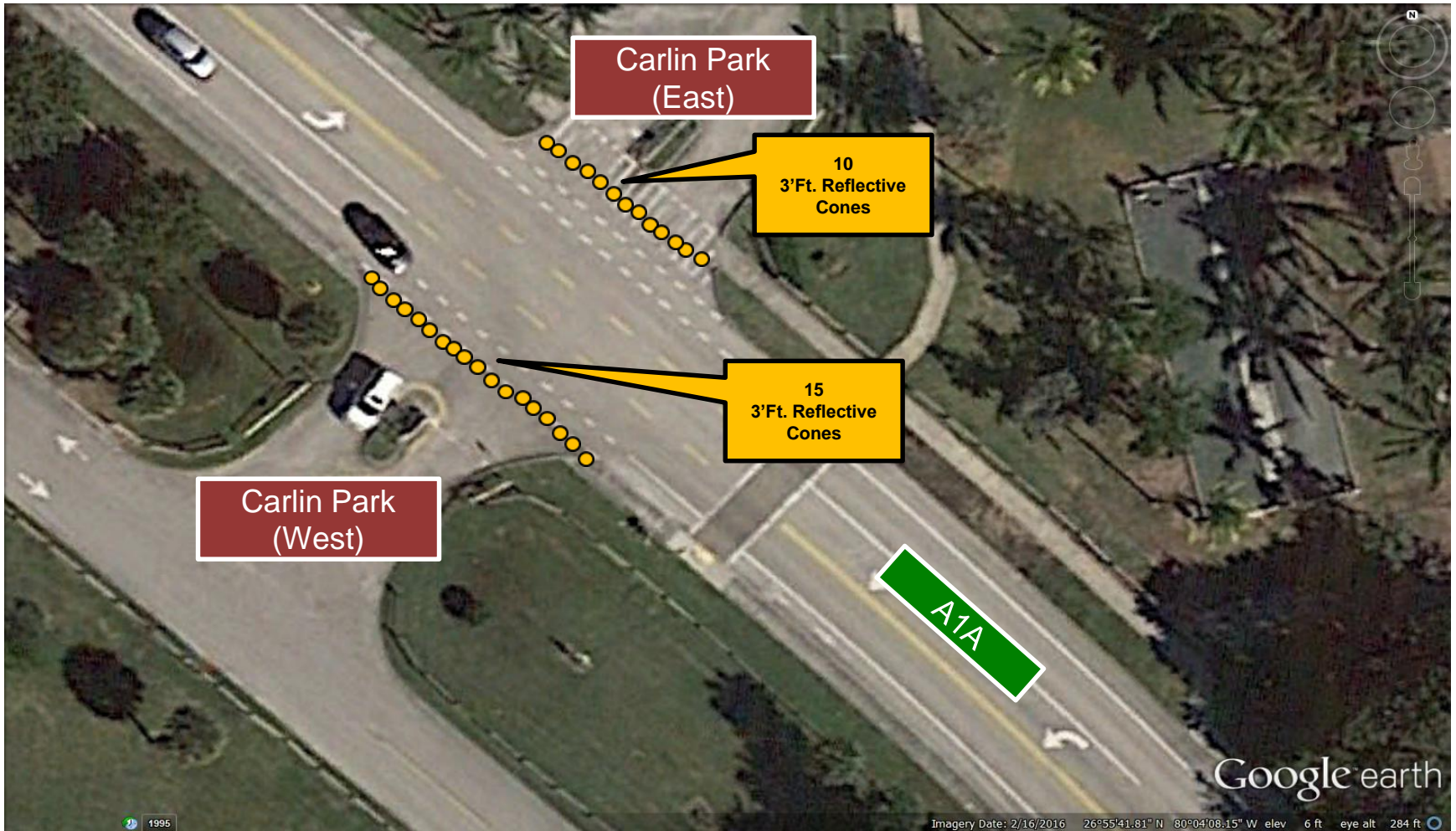
Item #8.



- 15 - 3FT. Orange Reflective DOT Traffic Cones
- 1 – Uniformed Police Officer
- 1 – Marked Police Vehicle

Diagram #3 – Carlin Park East & West (South End)
Jupiter Police Department (Post #2)

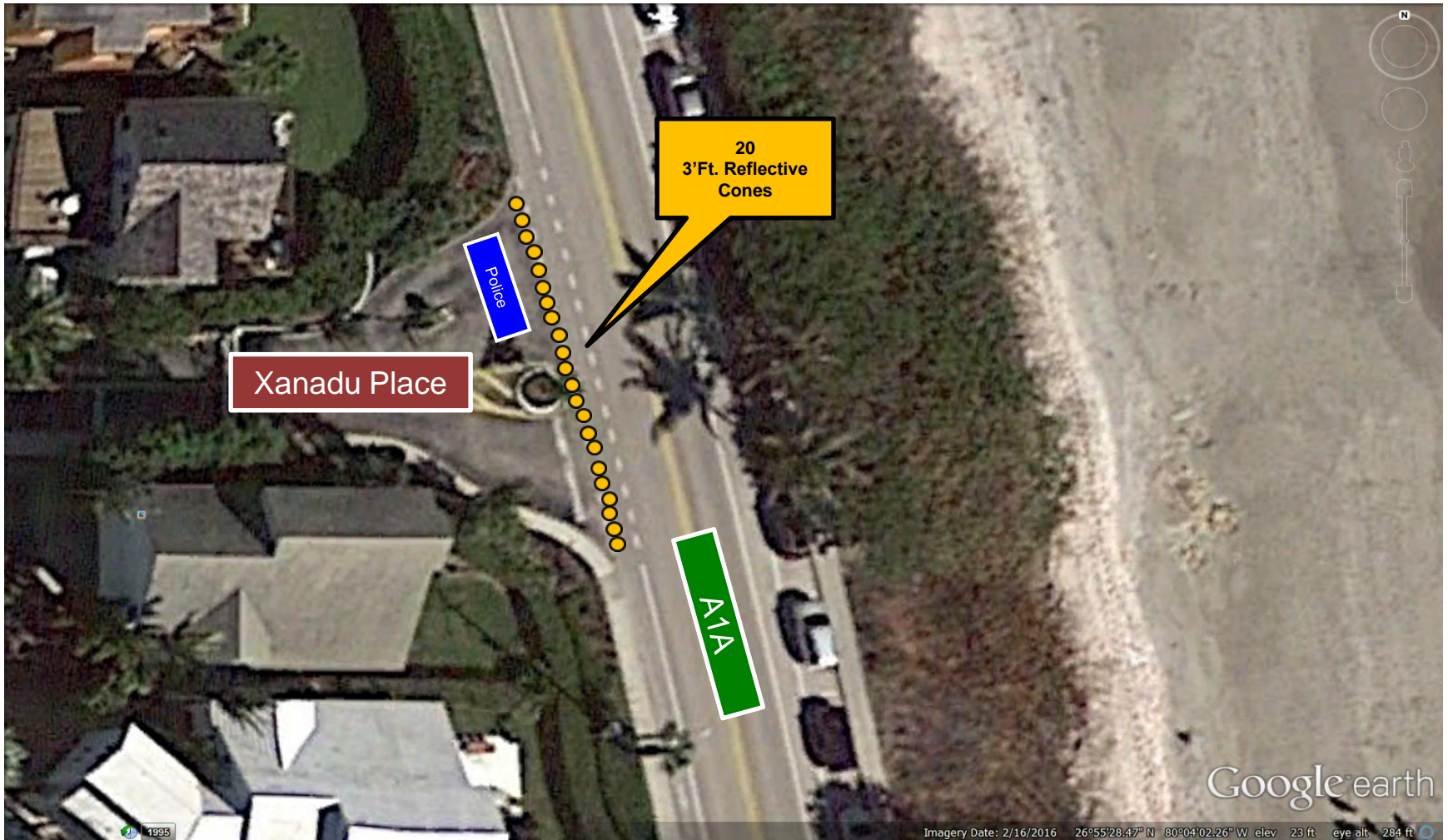
Item #8.



25 - 3FT. Orange Reflective DOT Traffic Cones

Diagram #4 – Xanadu Place & A1A
Jupiter Police Department (Post #3)

Item #8.



- 20 - 3FT. Orange Reflective DOT Traffic Cones
- 1 – Uniformed Police Officer
- 1 – Marked Police Vehicle

Diagram #5 – Ocean Walk & A1A
Jupiter Police Department (Motor Officer)

Item #8.



10 - 3FT. Orange Reflective DOT Traffic Cones

Diagram #6 – Jupiter Reef Club (North Parking Lot) & Tim Mara Drive
Jupiter Police Department (Post #4)

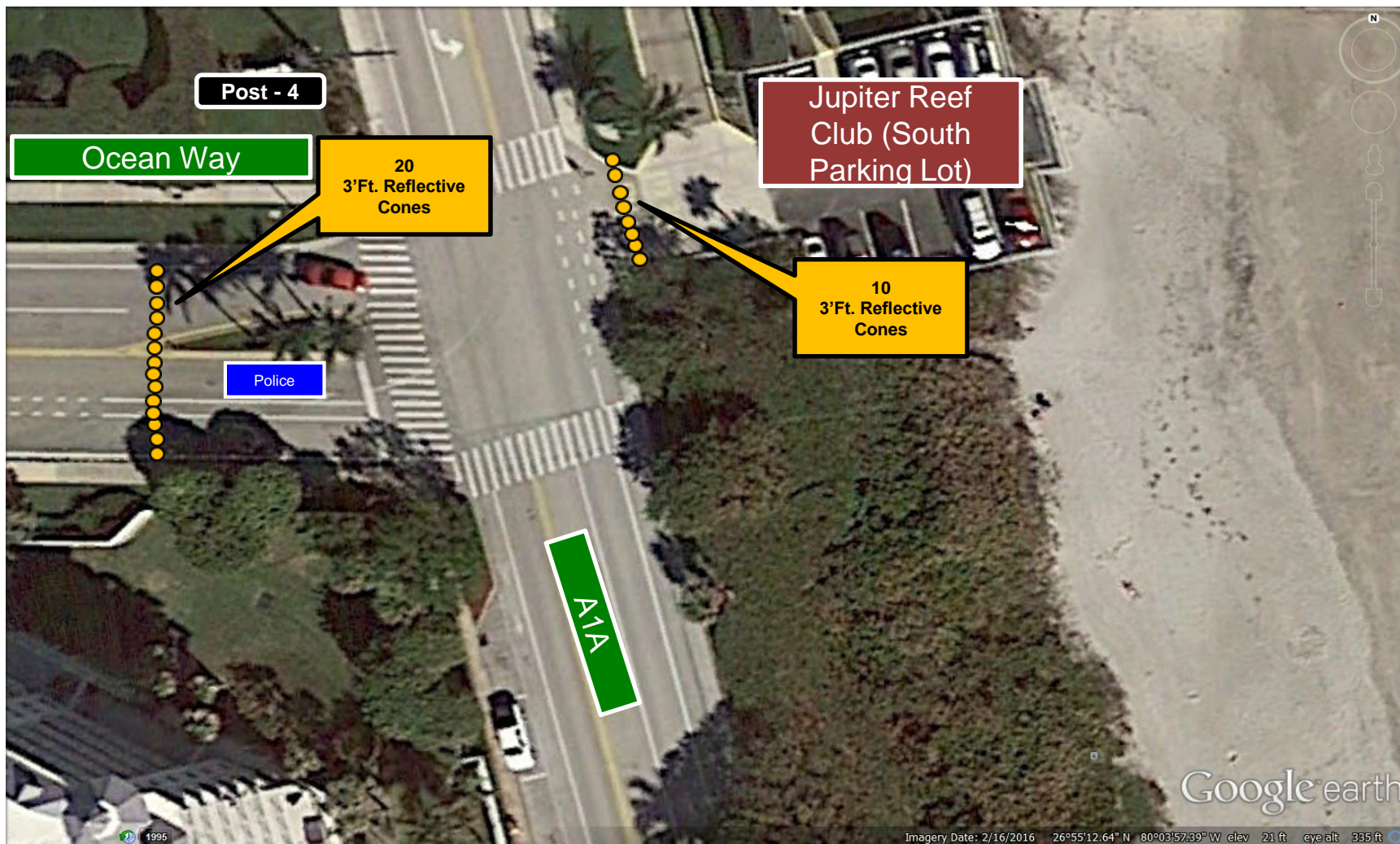
Item #8.



20 – 3FT. Orange Reflective DOT Traffic Cones (At two (2) noted locations)

Diagram #7 – Ocean Way & A1A
Jupiter Police Department (Post #4)

Item #8.



30 – 3FT. Orange Reflective DOT Traffic Cones (At two (2) noted locations)
1 – Marked Police Vehicle & 1 – Uniformed Police Officer
(1 Week Prior – VMB on Ocean Way west of A1A)

Diagram #8 – Jupiter By The Sea
Jupiter Police Department (Motor Officer)

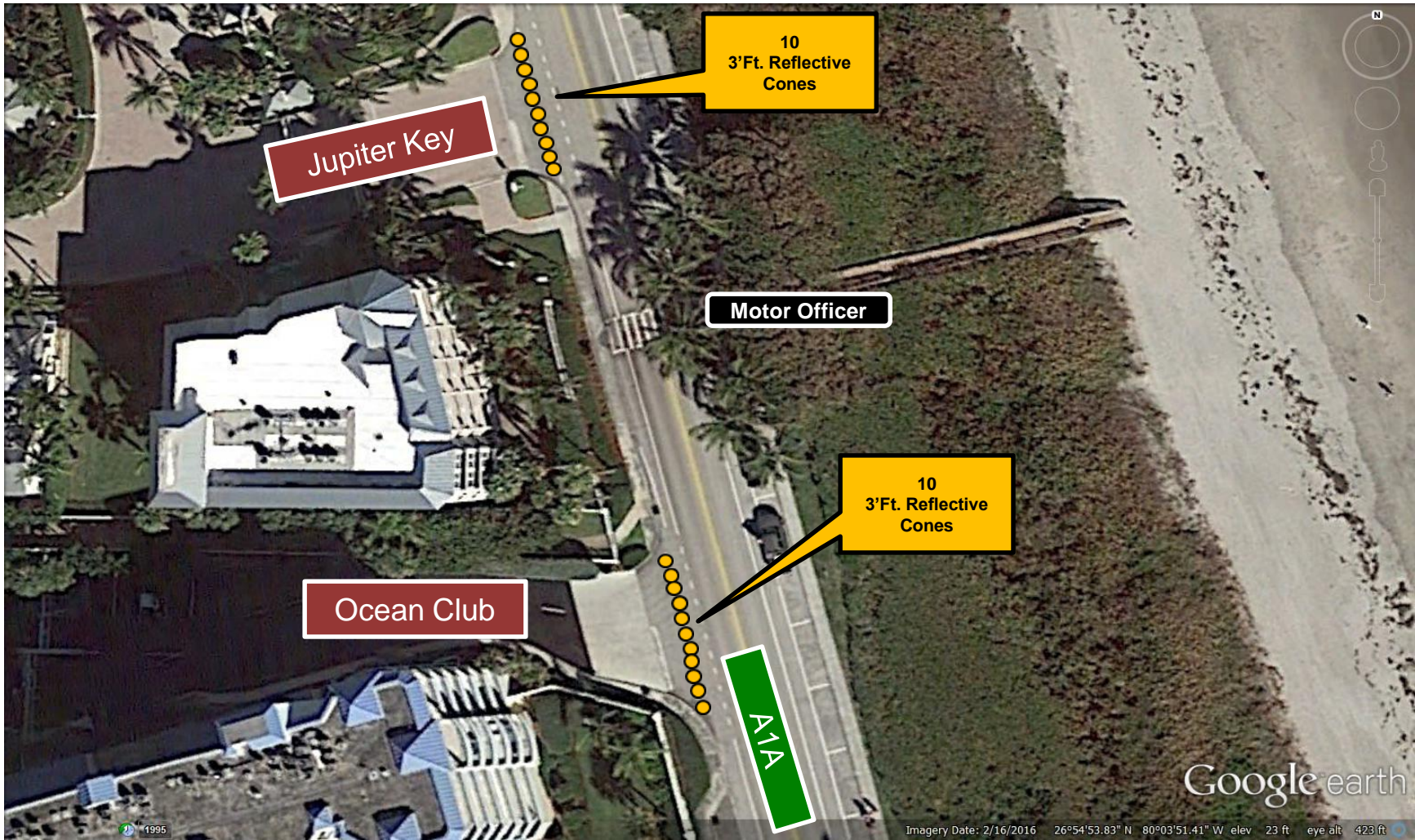
Item #8.



10 - 3FT. Orange Reflective DOT Traffic Cones

Diagram #9 – Jupiter Key & Ocean Club Entrance/Exit
Jupiter Police Department (Motor Officer)

Item #8.



20 – 3FT. Orange Reflective DOT Traffic Cones (At two (2) noted locations)

Diagram #10 – 2050 Driveway & A1A
Jupiter Police Department (Motor Officer)

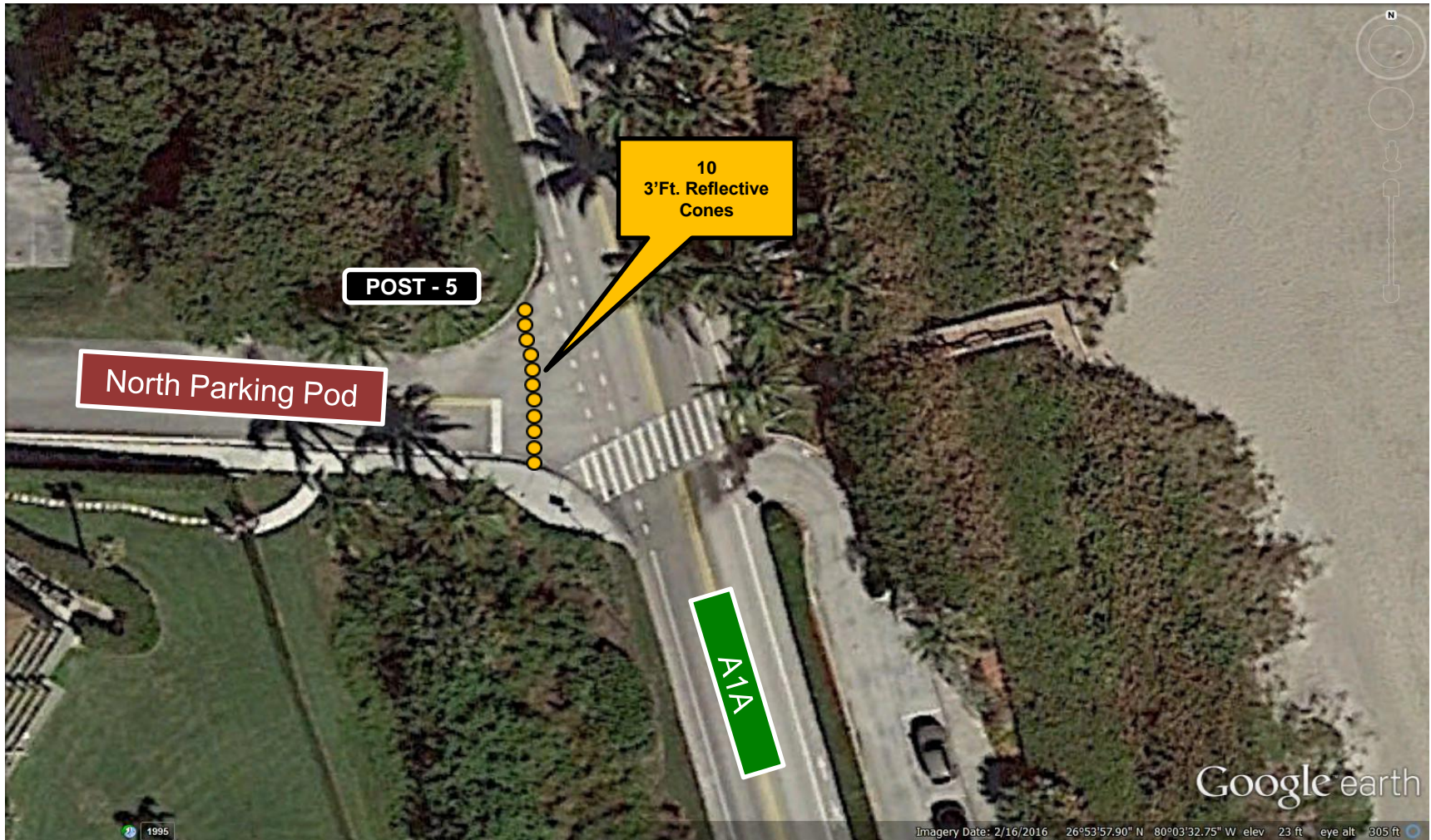
Item #8.



10 – 3FT. Orange Reflective DOT Traffic Cones

Diagram #11 – North Parking Pod & A1A
Jupiter Police Department (Post #5)

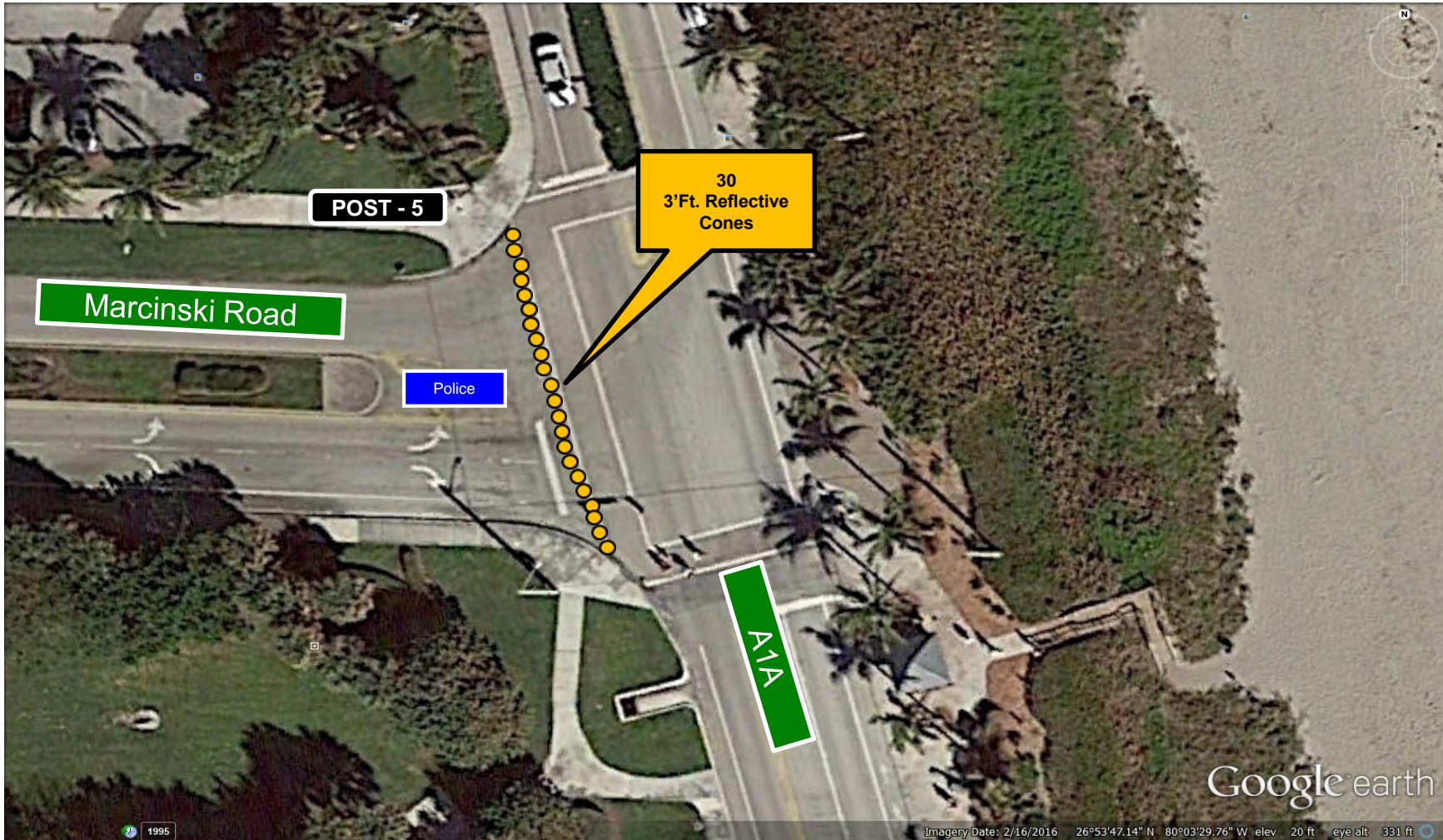
Item #8.



10 – 3FT. Orange Reflective DOT Traffic Cones

Diagram #12 – Marcinski Road & A1A
Jupiter Police Department (Post #5)

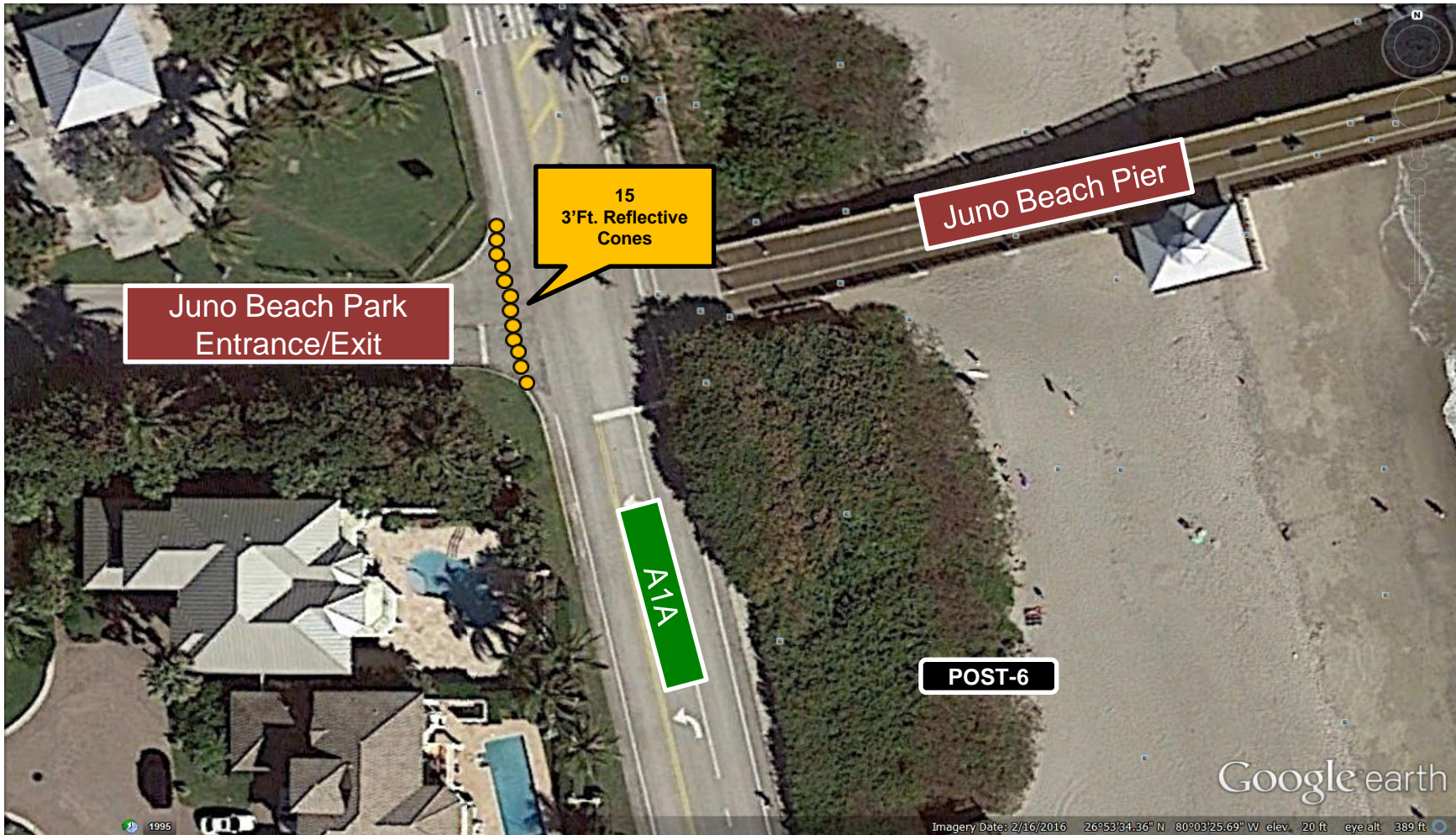
Item #8.



- 30 – 3FT. Orange Reflective DOT Traffic Cones
- 1 – Marked Police Vehicle & 1 – Uniformed Police Officer
(1 Week Prior – VMB on Marcinski Road west of A1A)

Diagram #13 – Juno Beach Park & A1A
Juno Beach Police Department (Post #6)

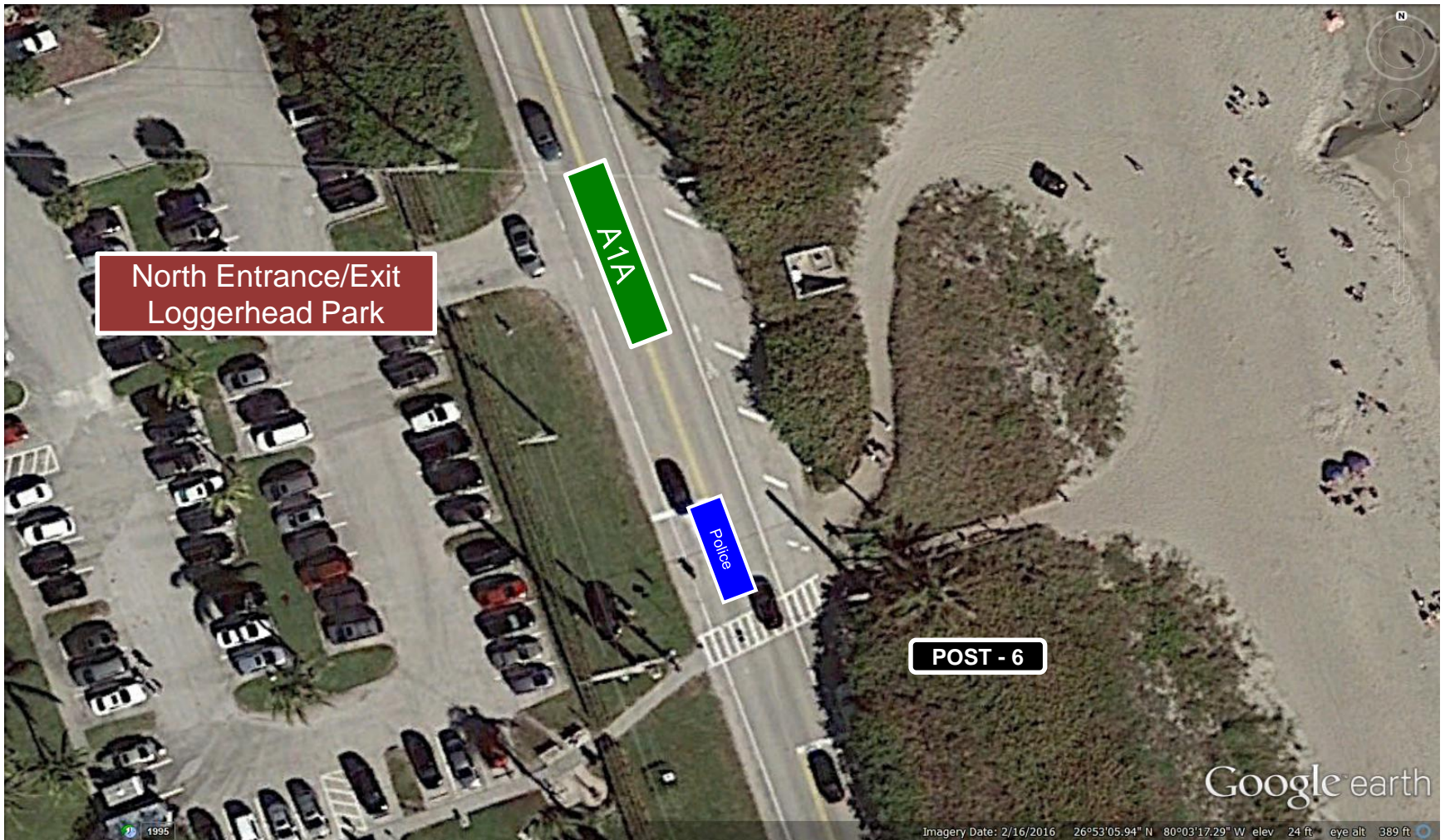
Item #8.



15 – 3FT. Orange Reflective DOT Traffic Cones

Diagram #14 – North Entrance of Loggerhead Park & A1A
Juno Beach Police Department (Post #6)

Item #8.



- No Traffic Control Needed
- 1 – Uniformed Police Officer
- 1 – Marked Police Vehicle

Diagram #15 – Saturn Lane & A1A
Juno Beach Police Department (Post #7)

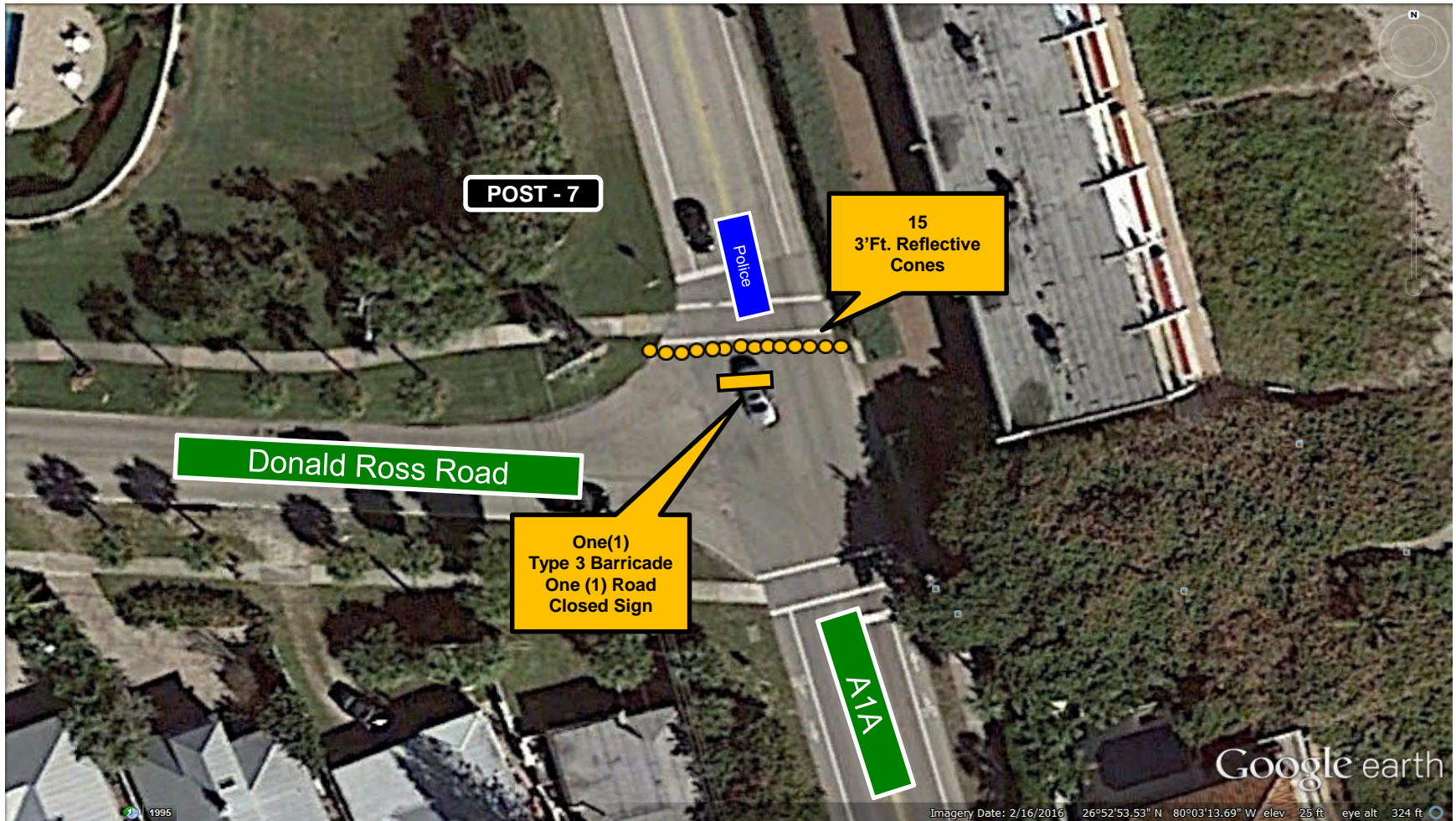
Item #8.



5 – 3FT. Orange Reflective DOT Traffic Cones

Diagram #16 – Donald Ross Road & A1A
Juno Beach Police Department (Post #7)

Item #8.



- 15 – 3FT. Orange Reflective DOT Traffic Cones
 - 1 – Road Closed Sign on Barricade
 - 1 – Marked Police Vehicle & 1 – Uniformed Police Officer
- (1 Week Prior – VMB on Donald Ross Road west of A1A)



Meeting Name: Town Council Meeting
Meeting Date: December 9, 2024
Prepared By: Emily Alves, CPA, Finance/HR Director
Item Title: Discussion on Town Manager Job Description

DISCUSSION:

Please find attached the revised Town Manager Job Description. It has been updated with comments from members of Town Council.

RECOMMENDATION:

Approve revised Town Manager Job Description.



JOB TITLE: Town Manager
REPORTS TO: Town Council

FLSA STATUS: Exempt
BARGAINING UNIT: Contract

JOB SUMMARY:

Under the direction of the Town Council, serves as the chief executive of the Town of Juno Beach. Serves as a trusted strategic advisor, thought partner, external brand manager, and special projects manager. Directs the day-to-day management and operations of the Town in accordance with policies established by the Town Council and the Town Charter and Ordinances. Works closely with the Town Council, the leadership team, legal counsel, and Council-appointed boards and committees. Responsible for developing and implementing programs to achieve Town priorities and solve community problems. Improves the quality of municipal operations, plans and implements major capital projects. Shows dedication to maintaining a small-town atmosphere. The Town Manager will be a key partner in the articulation, implementation, and communication of the overall strategic directions for the Town of Juno Beach. Position directs, coaches, develops, and evaluates town staff. Position develops policies and procedures; determines efficient and innovative ways to accomplish the organization's goals. This position requires reliability, dependability, and accountability in all aspects of the defined role.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is illustrative only and is not a comprehensive listing of all functions and tasks performed. Specific duties and responsibility may vary depending on department or program needs without changing the general nature and scope of the job or level of responsibility. Employees may also perform related work as required.

- Serves as an advisor and thought partner to the Town Council. Assists with onboarding new Council Members.
- Exercises supervision over all municipal employees either directly or through subordinate supervisors.
- Support the Town Council in ensuring organizational compliance with Council-approved policies by providing accurate and timely implementation of resolutions.
- Attends all Town Council meetings and shall have the right to take part in discussion but may not vote.
- Ability to be transparent and establish trust in the community.
- Provide unmatched customer service and lead by example. Provides an effective level of responsiveness and customer service, including timely follow-up on citizen requests, disputes, and complaints; identifies and resolves issues in collaboration with department heads.
- Being visible and interactive at town workshops and events.
- Ability to work closely with the Town Council to establish a community vision, identify goals, strategies, tasks, and measures to monitor progress while implementing its priorities.
- Work towards continuous improvement and will constantly seek to make processes

more efficient and effective.

- Organize and support the logistics for all Town Council meetings, for example preparing materials and prepping town staff presenting at Town Council meetings.
- Serve as an advisor to the Leadership Team to identify and implement long term strategic priorities as well as the five-year capital plan.
- Appoints and removes all department heads, police officers, and employees of the Town, but not members of the Town Council.
- Signs contracts on behalf of the Town as directed by Town Council.
- Oversees the preparations and submittal of the annual Town budget.
- Assures that assigned areas of responsibility are within budget.
- Mentor and develop staff.
- Communicates official plans, policies, and procedures to staff and to the public.
- Oversees the risk management of the town and ensures the town is properly insured with respect to property loss and litigation claims.
- Ensures there is an Emergency Management Plan and Program in place.
- Sees that all laws and ordinances are faithfully complied with.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- Knowledge of traditional and social media and how to work with both as information tools.
- Determines work procedures, prepares work schedules, and expedites workflow.
- Studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Advises the Town Council on financial conditions and current and future Town needs. Recommend for adoption by the Council budgetary/financial measures, as manager may deem necessary or expedient.
- Prepares and submits to the Council such reports as may be required by that body or as the manager may deem advisable to submit.
- Maintains harmony among town staff and resolves grievances.
- Ensures integrity and functionality of all technological systems, including Town email, audio/video meeting recordings, internal and external communications, etc.
- Performs other duties as assigned by the Town Council.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Outstanding communicator and presentation skills.
- Experience in municipal management as well as budgeting, finance, land use and planning, public works, public safety, and redevelopment.
- Ability to think logically and to perform in a functional manner, with minimal supervision, without any skill specific or on the job training.
- Ability to deal effectively and courteously with others, particularly in stress related situations.
- Experience in conflict resolution.
- Ability to establish and maintain effective working relationships with employees, Town officials and the public.
- Ability to make sound decisions, including during emergency conditions.
- Thorough knowledge of the Town's budgetary process.
- Ability to organize and prioritize assigned tasks/projects.
- Strong team building skills.

- Ability to communicate effectively, both verbally and in writing.
- Ability to understand and complete complex verbal and written instructions.
- Ability to prepare detailed reports, conform to rules of punctuation, grammar, and style.
- Strong knowledge of information technology.
- Experience in succession planning preferred.

EDUCATION AND EXPERIENCE:

The ideal candidate possesses the education and experience listed below.

- Graduation from an accredited four-year college or university with major coursework in public administration, business administration or related field.
- A master's degree in public or business administration is a plus.
- Desired qualifications include a minimum of seven years of direct municipal experience in a similarly sized organization as a Town Manager, Assistant Town Manager or Administrator.
- Experience in Florida municipal government is desired but not required.
- Coastal experience preferred.

PHYSICAL DEMANDS AND WORK ENVIRONMENTS:

Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions. The physical demands and work environment characteristics described here are representative of those that an employee will encounter and must be met by an employee to successfully perform the essential functions of this job.

This position is regularly performed in a typical office environment and is quiet and climate controlled. While performing the duties of this job, the employee is routinely required to sit; talk; hear; stand; walk; use hands to touch, handle, and feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee may occasionally stoop, kneel and crouch or crawl. The employee must exert or lift to ten (10) pounds of force occasionally to move objects. Specific vision abilities required by this job include close vision and distance vision.



Meeting Name: Town Council Meeting
Meeting Date: December 17, 2024
Prepared By: E. Alves, CPA, Finance/HR Director
Item Title: Year to Date (YTD) Financial Statements

DISCUSSION:

Please find attached the YTD financial reports for your review. Figures are unaudited and subject to additional reconciliations and adjustments.

RECOMMENDATION:

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

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2025 2

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
01	10101	GENERAL FUND CHECKING	-171,753.05	-340,332.01
01	10102	PAYROLL CHECKING	-188,989.54	-185,049.13
01	10106	CREDIT CARD ACCOUNT	.00	1,268,624.61
01	10201	PETTY CASH	.00	600.00
01	10202	PETTY CASH-PD	.00	250.00
01	10410	WELLS FARGO-MM SWEEP	.00	1,794,595.07
01	10412	MONEY MARKET	.00	2,707,211.26
01	10420	POOLED CASH-STATE BD OF A	.00	679,366.52
01	10421	FL PALM INVESTMENT	.00	3,206,327.89
01	10424	FMIT-0-2 HQ BOND FUND	.00	243,476.26
01	10425	FMIT-SHORT TERM BOND	.00	463,723.87
01	10426	FMIT-INTERMEDIATE TERM BD	.00	561,246.14
01	10435	CERTIFICATES OF DEPOSIT	.00	1,047,760.27
01	11510	ACCOUNTS RECEIVABLE	.00	-77,963.17
01	11590	AR-RETIREE INSURANCES	144.40	-2,274.22
01	13310	DUE FROM OTHER GOV'T UNIT	.00	1,026,861.53
01	13501	ACCRUED INTEREST RECEIVABLE	.00	154,109.81
01	15500	PREPAID EXPENSES	429.17	93,396.93
TOTAL ASSETS			-360,169.02	12,641,931.63
LIABILITIES				
01	20200	ACCOUNTS PAYABLE	-1,420.45	-6,451.02
01	20205	FRIENDS OF THE ARTS	868.15	-801.99
01	20210	PENSION PAYABLE-FRS	-50,185.43	-93,225.64
01	20211	RETIRE-GEN. EMP. PAYABLE	-12,359.64	-14,743.43
01	20220	DEFERRED COMPENSATION	-6,525.05	-6,525.05
01	20241	125-CAFE.HEALTH INSURANCE	-7,301.60	-8,295.32
01	20242	125-CAFE. MEDICAL FSA	-469.96	-1,187.46
01	20245	ALLSTATE VOLUNTARY INSURANCE	-.03	-304.91
01	20250	125-CAFE. VISION CARE	15.92	5.35
01	20295	PD-TAKE HOME CAR	-620.00	-8,885.00
01	20810	DUE TO PALM BEACH COUNTY	1,034.25	-5,391.42
01	20830	DUE TO STATE-BLDG PERMIT FEES	.00	-4,517.57
01	21600	ACCRUED PAYROLL	.00	-40,703.08
01	21700	WITHHOLDING TAXES	-32,377.87	-16,482.41
01	21720	SOCIAL SECURITY TAXES	-37,634.90	-80,569.37
TOTAL LIABILITIES			-146,976.61	-288,078.32
FUND BALANCE				
01	17200	REVENUE CONTROL	.00	-1,188,317.81
01	24200	EXPENDITURE CONTROL	507,145.63	1,047,563.86
01	24500	RESERVE FOR ENCUMBRANCE	.00	-87,500.00
01	28000	NON-SPENDABLE PREPAID ITEMS	.00	-76,028.84
01	28100	RESTRICTED-IMPACT FEE	.00	-81,892.60
01	28101	RESTRICTED-IMPACT FEE LAW ENFO	.00	-8,831.01
01	28102	RESTRICTED-CAPITAL PROJECTS	.00	-23,562.39
01	28103	RESTRICTED ONE-CENT SURTAX	.00	-1,304,452.95
01	28115	BUILDING CODE ENFORCEMENT	.00	-2,290,118.45
01	28120	RESTRICTED-LAW ENFORCEMENT	.00	-13,581.25

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2025 2

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE				
01	28121	RESTRICTED-STATE/LOCAL FORFEIT	.00	-109,314.40
01	28300	ASSIGNED-SUBSEQUENT YEAR	.00	-2,942,500.00
01	28400	UNASSIGNED-FUND BALANCE	.00	-5,234,746.15
01	28410	UNASSIGNED-CONTRIBUTIONS	.00	-40,571.32
TOTAL FUND BALANCE			507,145.63	-12,353,853.31
TOTAL LIABILITIES + FUND BALANCE			360,169.02	-12,641,931.63

** END OF REPORT - Generated by Emily Alves **

**TOWN OF JUNO BEACH
MONTH ENDING NOVEMBER 30, 2024**

GENERAL FUND	Original	Amended	Actual		% To Amended Budget
	FISCAL YEAR 2024-2025	FISCAL YEAR 2024-2025	YTD 11/30/24	Difference	
<u>REVENUES</u>					
Ad Valorem Taxes	\$4,231,420	\$4,231,420	\$0	\$4,231,420	0%
Local Option, Use & Fuel Taxes	57,283	57,283	0	57,283	0%
One-Cent Discretionary Surtax	305,851	305,851	0	305,851	0%
Utility Services Taxes	953,364	953,364	0	953,364	0%
Local Business Tax	70,000	70,000	12,452	57,548	18%
Building Permits	1,100,000	1,100,000	72,859	1,027,141	7%
Franchise Fees	100,000	100,000	0	100,000	0%
Permits, Fees & Special Assessments	159,950	159,950	13,150	146,800	8%
Grants	577,500	577,500	1,050,000	(472,500)	182%
Intergovernmental Revenue	536,079	536,079	10,825	525,254	2%
Charges for Services	40,000	40,000	1,962	38,038	5%
Fines and Forfeitures	25,500	25,500	192	25,308	1%
Investment Earnings	250,000	250,000	22,204	227,796	9%
Miscellaneous	86,000	86,000	4,205	81,795	5%
From Impact Fees-Restricted	38,840	38,840	0	38,840	0%
From Forfeiture Fund-Restricted	10,000	10,000	0	10,000	0%
From Contributions-Restricted	111,581	111,581	0	111,581	0%
From One-Cent Surtax-Restricted	566,649	566,649	0	566,649	0%
From Unassigned Fund Balance	<u>1,565,360</u>	<u>1,565,360</u>	<u>0</u>	<u>1,565,360</u>	0%
TOTAL REVENUES	<u>\$10,785,377</u>	<u>\$10,785,377</u>	<u>\$1,187,848</u>	<u>\$9,597,529</u>	11%
EXPENDITURES BY DEPARTMENT					
<u>LEGISLATIVE</u>					
Salaries	\$42,000	\$42,000	\$7,000	\$35,000	17%
Employee Benefits	3,213	3,213	536	2,678	17%
Operating Expenses	<u>12,500</u>	<u>12,500</u>	<u>95</u>	<u>12,405</u>	1%
TOTAL LEGISLATIVE	57,713	57,713	7,631	50,083	13%
<u>FINANCE & ADMINISTRATION</u>					
Salaries	\$727,000	\$727,000	\$100,500	\$626,500	14%
Employee Benefits	234,753	234,753	25,859	208,894	11%
Professional Fees	130,000	130,000	41,192	88,808	32%
Operating Expenses	190,900	190,900	41,247	149,653	22%
Capital Outlay	<u>145,000</u>	<u>145,000</u>	<u>19,256</u>	<u>125,744</u>	13%
TOTAL FINANCE & ADMINISTRATION	1,427,653	1,427,653	228,053	1,199,600	16%

**TOWN OF JUNO BEACH
MONTH ENDING NOVEMBER 30, 2024**

	FISCAL YEAR	FISCAL YEAR	Actual	Difference	% To Amended Budget
	<u>2024-2025</u>	<u>2023-2024</u>	YTD 11/30/24		
<u>COMPREHENSIVE PLANNING</u>					
Salaries	\$568,300	\$568,300	\$87,493	\$480,807	15%
Employee Benefits	190,294	190,294	20,847	169,447	11%
Professional Fees	1,054,000	1,054,000	44,098	1,009,902	4%
Operating Expenses	71,700	71,700	9,298	62,402	13%
Capital Outlay	<u>7,500</u>	<u>7,500</u>	<u>0</u>	7,500	0%
TOTAL COMPREHENSIVE PLANNING	1,891,794	1,891,794	161,735	1,730,059	9%
<u>LAW ENFORCEMENT</u>					
Salaries	\$1,989,200	\$1,989,200	\$246,502	\$1,742,698	12%
Employee Benefits	1,035,402	1,035,402	149,299	886,103	14%
Professional Fees	53,700	53,700	4,696	49,004	9%
Operating Expenses	418,700	418,700	80,542	338,158	19%
Capital Outlay	<u>268,000</u>	<u>268,000</u>	<u>0</u>	268,000	0%
TOTAL LAW ENFORCEMENT	3,765,002	3,765,002	481,040	3,283,962	13%
<u>PUBLIC WORKS</u>					
Salaries	\$368,250	\$368,250	\$52,896	\$315,354	14%
Employee Benefits	146,155	146,155	16,074	130,081	11%
Professional Fees	20,000	20,000	297	19,703	1%
Operating Expenses	604,810	604,810	63,862	540,948	11%
Capital Outlay	<u>1,414,000</u>	<u>1,414,000</u>	<u>27,585</u>	<u>1,386,415</u>	2%
TOTAL PUBLIC WORKS	2,553,215	2,553,215	160,713	2,392,502	6%
<u>GENERAL GOVERNMENT</u>					
Insurance	440,000	440,000	8,392	\$431,608	2%
Town Debt Service	0	0	0	0	0%
Contingency	<u>650,000</u>	<u>650,000</u>	<u>0</u>	<u>650,000</u>	0%
TOTAL GENERAL GOVERNMENT	1,090,000	1,090,000	8,392	1,081,608	1%
TOTAL EXPENDITURES	<u>\$10,785,377</u>	<u>\$10,785,377</u>	<u>\$1,047,564</u>	<u>\$9,737,813</u>	<u>10%</u>
Net Income YTD	<u>\$0</u>	<u>\$0</u>	<u>\$140,284</u>		



Meeting Name: Town Council
Meeting Date: December 17, 2024
Prepared By: Davila, F. CFM
Item Title: Resolution 2024-24 (PBA Collective Bargaining Agreement)

BACKGROUND:

The Town has completed negotiation of a new three-year Collective Bargaining Agreement (“CBA”) with the Palm Beach County Police Benevolent Association, Inc. (“PBA”). The proposed revisions from the existing Agreement are underlined and stricken-through. The agreed upon changes include:

- Adding language for disciplinary grievances procedures, with the Town Manager’s decision being final (Article 12).
- Increasing the accrued leave time of hours earned per pay period by two hours and lowering the required annual usage hours by 20 hours (Article 13).
- Adding Juneteenth (June 19) to the list of Town recognized holidays (Article 14).
- Providing for an Officer in Charge (OIC) to be entitled to a 10% pay increase for working over one working shift (Article 16).
- Increasing from 4% to 5% the current pay of bargaining unit members that are assigned to the midnight shift (Article 16).
- Increasing the full-time detective clothing allowance from \$500 to \$750 per fiscal year (Article 19).
- Adding language to provide for a boot/shoe allowance of \$150 to be paid annually in lump sum (Article 19).
- Adding Unplanned Personal Leave Time (UPLT) to be included as time worked for the purposes of calculating overtime pay (Article 22).
- Updating Road Patrol work shifts (Article 22).
- During a Town of Juno Beach Emergency, if non-essential employees are not to report for work, members shall be paid 1.5 times their base pay (Article 22).
- Adding language for administration to avoid switching officers assigned squad work schedules (Article 22).
- Adding language to allow for year 2 (FY 25/26) and year 3 (FY 26/27) of the contract to have the wages open for negotiation (Article 22).
- Increase the merit wage for all bargaining members from 2% to 2.5% (Article 22).
- Add language to create an incentive program to members reaching specific milestones in years of service (Article 22).
- Adding language for members who are injured on duty while performing their duties to receive leave with pay (Article 26).

- Increasing the funeral, burial, and other related expenses amount from \$5,000.00 to \$15,000.00 (Article 27).

The agreement shall be effective October 1, 2024, and shall continue in effect through September 30, 2027.

RECOMMENDATION:

Town Staff recommends that the Town Council adopt Resolution 2024-24 ratifying a new three-year Collective Bargaining Agreement between the Town and the Palm Beach County Police Benevolent Association, Inc.

RESOLUTION NO. 2024-24

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A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current Collective Bargaining Agreement (“CBA”) between the Town and the Palm Beach County Police Benevolent Association, Inc. (“PBA”) expired on September 30, 2024; and

WHEREAS, the Town and the PBA have negotiated a new three-year CBA, and upon ratification by both the members of the bargaining unit and the Town Council, the new CBA will be effective retroactive to October 1, 2024 and shall continue in effect through September 30, 2027; and

WHEREAS, the PBA bargaining unit has voted to ratify the CBA; and

WHEREAS, the Town Council finds that approval and ratification of the CBA is in the best interests of the residents and citizen of the Town of Juno Beach.

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

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Town Council hereby approves and ratifies a new three-year Collective Bargaining Agreement between the Town and the Palm Beach County Police Benevolent Association, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Town Manager to execute the Agreement on behalf of the Town.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED THIS _____ day of _____, 2024.

Peggy Wheeler, Mayor

ATTEST:

Caitlin Copeland-Rodriguez, MMC, Town Clerk

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

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Leonard G. Rubin, Town Attorney

AGREEMENT BETWEEN
TOWN OF JUNO BEACH, FLORIDA
AND
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

October 1, ~~2021~~2024 TO September 30, ~~2024~~2027



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ARTICLE 1

PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN OF JUNO BEACH, FLORIDA (the "Town") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (the "PBA" or the "Union"). The purpose of this Agreement is to establish the wages, hours and terms and conditions of employment for those employees covered by this Agreement.

ARTICLE 2

RECOGNITION CLAUSE

2.1 The Town hereby recognizes the PBA as the sole and exclusive bargaining representative as to wages, hours and terms and conditions of employment for the following bargaining unit as certified by the State of Florida Public Employees Relations Commission ("PERC"), Certification No. 1624:

Included: All regular full-time and part-time permanent and probationary employees in the job classifications of police officer, police sergeant.

Excluded: Police Chief, Majors, Lieutenants, and all other employees of the Town of Juno Beach.

2.2 The Town agrees that all correspondence, communication and/or notice regarding mandatory subjects of bargaining shall be directed to John Kazanjian, President, Palm Beach County Police Benevolent Association, 2100 N. Florida Mango Road, West Palm Beach, Florida 33409.

ARTICLE 3**NON-DISCRIMINATION CLAUSE**

3.1 No employee covered by *this* Agreement will be discriminated against by the Town or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of race, sex, color, national origin, religion, age, marital status, veteran status, genetic information or other legally protected status.

3.2 No employee shall be discriminated against because of Union membership or non- membership and/or his or her participation in any of the Union's authorized activities.

3.3 A claim of discrimination by an employee against the Town shall not be subject to the grievance or arbitration procedure contained in *this* Agreement, but shall only be subject to the method(s) prescribed under applicable federal, state or local law.

3.4 All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.

ARTICLE 4

DUES DEDUCTION

4.1 The Town agrees to deduct once each month the PBA dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the PBA on a monthly basis. The Town's remittance to the PBA will be deemed correct if the PBA does not give written notice to the Town within five (5) days of receipt of the remittance that the remittance is incorrect. The PBA shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the PBA, not the Town.

4.2 No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of the PBA dues must be made known to the Town in a time reasonable to allow the Town to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off. Any employee may withdraw his deduction upon thirty (30) days written notice to the Town and the Union. The Town will provide a copy of any cancellation request to the PBA, and that shall constitute notice to the Union for purposes of this Article.

4.3 The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-

off of union dues, and further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 The Union and its members recognize and agree that the Town has the sole and exclusive right to operate and manage its Police Department (the "Department"). Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right except as provided in this Agreement and by law to, among other things:

- a. Determine the mission and purpose of the Department;
- b. Set standards of service to be offered to the public;
- c. Exercise control and discretion over its operations;
- d. Formulate, implement and enforce the Department's and Town's policies, rules, and regulations;
- e. Direct and supervise employees;
- f. Hire, assign transfer, lay-off and/or re-hire employees;
- g. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit;
- h. Determine methods, means, and number of employees needed to carry out the Department's mission and purpose;
- i. Introduce new or improved methods or facilities;
- j. Formulate and/or amend job descriptions;
- k. Schedule shifts and work hours;
- l. Contract and/or subcontract any existing or future work;
- m. Control the use of equipment and property by the Department;
- n. Establish the medical, dental and vision insurance coverage that it provides to

its employees, including the amount of co-pay, deductible and employer contribution;

- o. Merge, consolidate, or terminate the Department or any part thereof, or expand, reduce, alter, combine, assign or cease any job; and
- p. Determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof.

5.2 The above rights of the Town are not all-inclusive but exemplify the types of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any right, power and/or authority that the Town had prior to entering into this Agreement is retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement

5.3 If the Town fails to exercise any one or more of the above rights from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such rights.

5.4 If in the sole discretion of the Town Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, or hurricane conditions, the provisions of this Agreement may be suspended by the Town Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Provisions that could be suspended are work schedules, time frames on any article, notifications, and any other situation that may arise out of an emergency situation.

5.5 It is understood by the Parties that every incidental duty connected with the operations

enumerated in job descriptions is not always specifically described and employees, at the sole discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

ARTICLE 6**UNION REPRESENTATIVES/ UNION BUSINESS**

6.1 The Town shall recognize one (1) member of the bargaining unit as authorized representative. The Union shall be permitted to designate one (1) additional Union representative as an alternate.

6.2 The Union shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief in writing of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

6.3 The Town agrees to establish a PBA time pool bank to be used for PBA representatives to conduct union business, as defined in this Article.

6.4 PBA members covered by this Agreement shall donate two (2) hours of leave time each year to the PBA time pool bank. The initial deduction shall be made from each members Personal Leave Time ("PLT") during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made from each member's PLT during the first week in January. All unused donated time will be carried over from year to year.

6.5 PLT contributed to the bank shall be paid out when used on an hour for hour basis at the rate of pay of the union representative(s) who use the PLT.

6.6 Charges against the PBA time pool shall be documented and approval shall be obtained from the Chief or his designee.

6.7 The Town will permit the union representative or alternate representative to attend negotiations and/or process grievances in an on-duty status if they are on duty.

ARTICLE 7

NO SOLICITATION AND USE OF BULLETIN BOARDS

7.1 Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during working hours.

7.2 The Town shall, in its sole discretion, determine the location and type of a bulletin board that may be used by the PBA at the Town's facilities. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information, and may not use the board to post political endorsements. The PBA shall be solely responsible for monitoring the content of the bulletin board. Notwithstanding the foregoing, the Town reserves the right to remove any posting that does not meet the requirements of this section.

ARTICLE 8

SENIORITY

8.1 Seniority, as used herein., is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, PLT and military leave.

8.2 If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the Town.

8.3 Seniority shall apply to the following matters:

1. PLT for each fiscal year shall be governed by seniority, consistent with Article 13 of this Agreement and with the departmental "black out" dates.
2. Seniority will be considered in filling shift vacancies and assignments. However, the Police Chief retains the sole right to fill shift vacancies and assignments.
3. Layoffs shall be made in reverse order of seniority.
4. Employees shall be called back from layoff according to seniority for up to two (2) years.
5. Any special event or detail shall be offered through a rotating list of bargaining unit personnel based upon Department seniority.

The parties recognize that for reasons of operational necessity, seniority shall not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employees with

the exception of Article 8.3 subsection 2.

8.4 Annual shift bid shall be held during the last two weeks of July (to be effective during the first two weeks of October) allowing officers and Sergeants assigned to the patrol bureau to request their shift preferences in order of seniority. This shift bid will be considered in filling shift vacancies and assignments.

ARTICLE 9**NO STRIKES AND LOCKOUTS**

9.1 A "Strike" shall be defined as the concerted failure of employees to report for duty; the concerted absence of employees from their respective positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their respective duties of employment with the Town for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Town; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "Strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

9.2 The Union recognizes that Strikes by public employees are prohibited by the Florida Constitution and Section 447.505, Florida Statutes. The Union and its members agree not to authorize, instigate, promote, sponsor or participate in a Strike. The Union also agrees to undertake its best efforts to prevent or terminate any Strike.

9.3 The Town shall terminate the employment of any employee engaging in a Strike. Such termination shall not be subject to the grievance procedure provided for in this Agreement. Also,

if the Union is found to be in violation of this Article, it shall be liable for any damages or costs incurred by the Town as a result of the Union's violation of this Article.

ARTICLE 10**COMPLIANCE WITH RULES AND REGULATIONS**

10.1 All sections of the Town's Personnel Manual and the Town Police Department's General Orders, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Manual or General Orders and this Agreement, in which case this Agreement shall control. The Union agrees that the Town has the right to amend and/or modify its rules and regulations to the extent the Town - in its sole discretion - deems it necessary for the operation of the Police Department. It is understood and agreed that no such amendment or modification shall be in conflict with this agreement.

10.2 It is agreed and understood that employees shall be provided with copies of any rules and regulations which are new and/or which replace, update and/or supersede the Town's or Department's present rules and regulations.

10.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

ARTICLE 11**PROBATIONARY PERIOD**

11.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position.

11.2 The probationary period for all new employees shall be shall fifteen (15) months from the date of hire, excluding time spent outside the Department for the purpose of obtaining law enforcement certification. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. In the event that the employee does not successfully complete the probationary period, the employee will be separated from employment or, in the Police Chiefs sole discretion, the employee's probationary period may be extended by up to two (2) separate ninety (90) day periods, provided that the Police Chief notifies that employee in writing and articulates the reason(s) for each such extension at least ten (10) calendar days prior to the commencement of each such extension.

11.3 Although employees will accumulate PLT during their probationary period, they may not use any PLT until they have completed six (6) months of employment in the Department.

11.4 In the event that an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. The Police Chief has the right to pass or fail the promotional employee at any time during this twelve (12) month probationary period. In the event

that the employee does not pass his promotional probationary period, the employee shall either:

(i) automatically revert to his/her former classification from which he or she has been promoted; or (ii) in the Police Chief's sole discretion, the employee's promotional probationary period may be extended by six (6) months. If the employee reverts back to his/her former classification, such reversion shall be final.

ARTICLE 12**GRIEVANCEPROCEDURE**

12.1 The following is a procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement [and disciplinary grievances](#).

12.2 Every effort shall be made by the parties to settle any grievances as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant or the Union representative if the grievant exercises the option of Union representation.

12.3 This grievance procedure shall be the sole and exclusive method, except as provided otherwise, for resolving any dispute involving the application or interpretation of this Agreement [and disciplinary grievances](#).

12.4 A contractual grievance shall be presented in accordance with Steps 1 through 4 identified below, [while a disciplinary grievance will follow Steps 1 through 3 below](#).

Step 1. The Union shall first present the grievance in writing to the [Operations Commander Lieutenant or designee](#) within ten (10) business days of the occurrence of the event(s) which gave rise to the grievance. The written grievance at this step and all steps thereafter shall contain the following information:

1. A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based;

2. The Article of the Agreement [or facts of discipline](#) alleged to have been violated;
3. The action, remedy, or solution requested by the employee or Union representative; and
4. The signature of the aggrieved employee, Union representative or Union agent.

The Lieutenant shall respond, in writing, within ten (10) business days of receiving the written grievance.

Step 2. In the event that the Union is not satisfied with the disposition of the grievance at Step 1, the grievance shall be presented to the Police Chief or his designee within ten (10) business days of the Lieutenant's reply in Step 1. The Police Chief or his designee shall render a decision on the grievance, in writing, within ten (10) business days after presentation of the grievance at Step 2.

Step 3. In the event that the Union is not satisfied with the disposition of the grievance by the Police Chief or his designee, the Union shall have the right to appeal the decision to the Town Manager within ten (10) business days of the date of the issuance of the decision of the Police Chief or his designee. The Town Manager shall, within ten (10) business days of the Town Manager's receipt of the appeal, render a decision in writing.

Step 4. In the event a grievance concerning the interpretation of this agreement, has not been resolved at Step 3, the Union may refer the grievance to arbitration by notifying the Town Manager in writing. Such notification shall be made within ten (10) business days after the Town Manager renders a written decision on the grievance or within ten (10) business days following the expiration of the time limit provided for the Town Manager's response in Step 3. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the parties.

12.5 Where the Union requests arbitration in accordance with Step 4 above, the parties shall attempt to mutually agree upon an independent arbitrator. In the event that the parties are unable to agree upon an arbitrator within fifteen (15) calendar days of the Town Manager's decision at Step 3, the parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") provide the parties with a list of seven (7) potential arbitrators and their resumes. From the list submitted, the parties shall alternately strike names from the list. On the first grievance as between the parties, the Town shall strike first. The parties will alternate striking first uniformly thereafter. When the name of one arbitrator remains, said person shall serve as the arbitrator.

12.6 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto. The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Article, provided that the arbitrator shall have the authority to determine whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any dispute concerning arbitrability shall be resolved first, and if the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe a provision of law or statute. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

12.7 The arbitrator's award shall be made within thirty (30) calendar days after the conclusion

of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree otherwise. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise. The arbitrator's award, consistent with the provisions of this Article, shall be final and binding on both parties. The provisions of any valid award shall be complied with within a reasonable period of time.

12.8 Each party shall bear the expense of its witnesses and of its representatives during the arbitration hearing. The arbitrator's fee and court reporter's fee shall be equally divided between the parties.

12.9 For grievances involving discipline Step 3 will be the binding decision.~~an employee may utilize the grievance procedure outlined in the Town's Personnel Manual.~~

ARTICLE 13

PERSONAL LEAVE TIME

13.1 Personal Leave Time ("PLT") is time where a full-time employee may be absent from the job and still receive his/her regular wage. PLT is considered as a combined program of current personal leave and vacation time. PLT is earned at an hourly rate based upon the employee's length of service in accordance with the table set forth in 13.2 below.

13.2 Full-time employees are eligible to use accrued leave time after completing six (6) months of service. PLT will accrue as follows:

<u>Years of Service</u>	Hours Earned Per <u>Pay Period</u>	Hours Earned Per Year	Required Annual <u>Usage</u>
0-4	<u>68</u>	<u>156208</u>	<u>8060</u>
5-9	<u>810</u>	<u>208260</u>	<u>120100</u>
10-15	<u>911</u>	<u>234286</u>	<u>160140</u>
16+	<u>10.512.5</u>	<u>273312325</u>	<u>160140</u>

Accrual rates are to be prorated for part-time employees in accordance with the above schedule. PLT shall not be granted or used in advance of being accrued.

13.3 All employees earning PLT are required to use a minimum number of PLT hours annually as set forth in the table above; in the event that all such hours are not used, such hours will be forfeited.

13.4 Accumulated hours over 240 at the end of the fiscal year (i.e., October 1 - September 30) may- at the Town's discretion - be paid out to the employee provided that he has used his required annual amount. Maximum accumulation is 400 (four hundred) hours.

13.5 On or before October 1 of each year covered by this Agreement, every employee shall submit for approval under the provisions of Article 8 Section 3 a proposed schedule of at least their minimum required annual PLT usage for the next fiscal year to the Police Chief *in writing*. All other PLT must be scheduled at least fifteen (15) days prior to the date on which the PLT is to commence and will be approved on a first in-first out basis. The Police Chief in his sole discretion may permit an employee to use PLT for vacation with less than fifteen (15) days advance notice.

13.6 Unscheduled PLT occurs when prior notice has not been provided to and approved by the Police Chief according to departmental policy. Employees may use unscheduled PLT only five (5) times within a fiscal year unless the Chief of Police authorizes otherwise. Thereafter, each unscheduled absence shall be unpaid. An occurrence is when notification for the Unscheduled PLT has been provided and the employee is absent for a day or consecutive days (the number of days does not matter) for the same notification.

13.7 Any employee who uses PLT due to personal illness for a period of four (4) consecutive calendar days or longer shall, prior to returning to work, furnish a report from a duly licensed physician.

13.8 All other rules and regulations applicable to the use of PLT, which are contained in the Town's Personnel Manual, are applicable to bargaining unit members to the extent that they are not contradicted by this Article.

ARTICLE 14

HOLIDAYS

14.1 The Town recognizes certain designated holidays as set forth in the Town's Personnel Manual which are:

- New Years Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Birthday (third Monday of February)
- Memorial Day (last Monday of May)
- [Juneteenth \(June 19\)](#)
- Independence Day (July 4)
- Labor Day (first Monday of September)
- Armistice Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday of November)
- Day After Thanksgiving (fourth Friday of November)
- Christmas Day (December 25)
- Floating Holiday (to be determined by Town Manager)

14.2 Those bargaining unit employees who do not work on holidays designated in the Town's Personnel Manual shall receive eight (8) hours pay for such holidays. Those bargaining unit employees who work on holidays designated in the Town's Personnel Manual shall receive double his/her regular rate of pay for those hours he/she works on that holiday shift.

14.3 Bargaining unit employees who work special details on holidays designated in the Town's Personnel Manual shall receive an extra \$15.00 per hour for details worked.

ARTICLE 15**COURT APPEARANCES AND CALLBACKS**

15.1 Court appearances required of bargaining unit employees which arise out of the employee's performance of his duties and responsibilities for the Town and which occur outside of that employee's regular shift, shall be treated as time worked, with a minimum of three (3) hours for appearances in North Palm Beach County Court and four (4) hours for appearances in courts outside of North Palm Beach County. These minimums shall include travel time by the employee, regardless of the amount of time actually spent at the court appearance(s). Any bargaining unit member who is required to appear more than once during a day shall receive an additional hourly minimum as long as the additional appearance is requested more than three (3) hours before or after the original appearance. All payments of any type or sort, including witness fees, mileage checks or checks issued through the witness aid services shall be endorsed by the employee and turned over to the Town.

15.2 Employees who have left the work place and are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts shall be paid for all hours worked with a minimum of three (3) hours paid per day. The three (3) hours paid shall include all travel time by the employee, regardless of the amount of time actually spent working the call out(s). This provision shall not apply in those instances when the overtime commenced one hour or less prior to, or runs continuously with, the bargaining unit member's regular shift, or where the bargaining unit member is ailed back to work to rectify his own error or omission which cannot wait until the bargaining unit member's next shift.

15.3 Bargaining unit members who have been approved Personal Leave Time (PL1) pursuant to Article 13.5 and are subsequently called in to cover any shift or perform other duties are eligible for additional hourly or overtime pay as appropriate for hours worked. The approved PLT will be counted as hours worked.

15.4 Callback, special event or detail assignments shall be paid for all hours worked with a minimum of three (3) hours paid per day. For each callback, special event or detail assignment that is scheduled for less than eight (8) hours, bargaining unit members shall have the option to work three (3), five (5) or eight (8) hours, the pay rate will be the established detail rate of pay or overtime. The three (3), five (5) or eight (8) hour option shall be determined by the bargaining unit member and communicated to the Chief of Police or their designee upon acceptance of the assignment. After the callback, special event or detail assignment, bargaining unit members will work under the direction of the Police Chief or their designee. Callback, special event or detail assignments of eight (8) hours or more shall be paid at the established detail rate of pay.

ARTICLE 16

ASSIGNMENT PAY

16.1 When an Officer in Charge (OIC) remains in said position for at least one working shift, that member shall be entitled to ten percent (10%) above his/her current rate of pay. Bargaining unit members who are assigned to serve as a temporary replacement for an absent supervisor shall be paid five percent (5%) above his/her current rate of pay for each full hour on which he/she actually replaces an absent supervisor.

16.2 Bargaining unit members who are assigned active Field Training Officer ("FTO") responsibilities shall be paid ten percent (10%) above his/her current rate of pay for each shift on which he/she is assigned to active FTO responsibilities.

16.3 Bargaining unit members who are assigned to serve as an Investigator shall be paid five percent (5%) above his/her current rate of pay.

16.4 Bargaining unit members, who are assigned to the midnight shift shall be paid five percent (5%) ~~four percent (4%)~~ above his/her current rate of pay.

ARTICLE 17 PERSONNEL**RECORDS**

17.I Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official files at no cost to the member. This Article will not be subject to the Grievance Procedure in this Agreement.

ARTICLE 18

HEALTH INSURANCE

18.1 Bargaining unit members shall receive medical, dental and vision insurance coverage, with the same benefits, deductibles, co-payments and Town contributions to the cost of such insurance, as the Town provides to all other Town employees.

ARTICLE 19**UNIFORMS AND MAINTENANCE ALLOWANCE**

19.1 The Town shall furnish uniforms to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace such uniforms when they are no longer serviceable.

19.2 The Town shall provide a bullet proof vest to each police sergeant and police officer, which shall be worn by the Town's police sergeants and police officers at all times while on duty.

19.3 During the term of this Agreement, the Town will pay each sworn member thirty-five (\$35) per pay period for maintenance of a sworn bargaining unit members' uniforms. In addition, each full time detective investigator will receive a clothing allowance of seven hundred and fifty (\$750) ~~five hundred (\$500)~~ dollars per fiscal year paid upon the investigator's anniversary date.

19.4 There shall be a boot/shoe allowance of \$150 paid annually in a lump sum.

ARTICLE 20**TAKE HOME VEHICLES**

20.1 The Town and bargaining unit members shall comply with General Order, 6.3.~~5.3~~.

20.2 Eligible bargaining unit members, have the option to participate in the take home vehicle program as outlined in General Order 6.3.~~5.3~~ or accept a wage increase of \$3,000.00 to be added to their base pay. Acceptance of the \$3,000.00 wage increase is a one-time option that is available to the eligible bargaining unit member during their employment, is covered wages for retirement purposes and thereafter ends a bargaining unit member's participation in the program. Eligible bargaining unit members who opt to participate in the take home vehicle program and are not assigned a vehicle, because one is not available, shall receive \$250.00 per month until a vehicle has been assigned. This payment is not considered covered wages for retirement purposes. If a bargaining unit member's vehicle is out of service for 15 to 28 days, the member shall receive \$125.00 for one (1) pay-period. Should the vehicle remain out of service, the member shall receive \$125.00 for each pay-period a vehicle is unavailable.

ARTICLE 21**TUITION REIMBURSEMENT**

21.1 The Town will comply with Section 106 of the Town's Personnel Manual concerning Employee Education which states:

The purpose of this section is to establish a Town policy for the academic education of Town employees which will benefit both the employee and the Town. This policy pertains to courses attended by Town employees that accrue credit toward a high school diploma or high school equivalency certificate, college degree, post-college graduation degree up to a Masters Degree, or related educational certification.

(1) Upon the request of the employee, recommendation of their department director and approval of the Town Manager, a regular, full-time Town employee may participate in the education tuition reimbursement program ascribed hereafter, subject to the following requirements:

(i) That the course shall directly relate to a function of the Town, and contribute to the employee's greater effectiveness on the job they hold or to a job in the Town service to which they may be assigned or promoted.

(ii) That the employee shall satisfy the necessary prerequisites of the course for which they request tuition reimbursement, and shall receive approval of the Town Manager prior to enrolling in the course.

(iii) That participation in the education tuition reimbursement program shall be solely on the employee's own time.

(2) Town employees approved for participation in the education tuition reimbursement program shall be eligible for reimbursement by the Town for tuition for up to four courses each semester or term offered by accredited educational institutions. The number of courses eligible will be at the discretion of the Town Manager. Reimbursement shall be made as follows: 100% for successful completion with a grade of A, 75% for successful completion with a grade of B, and 25% for successful completion with a grade of C. If the employee resigns or is terminated for any reason, the employee shall reimburse the Town for any educational reimbursement payments made to the employee by the Town within two years prior to the date of resignation or termination.

ARTICLE 22**HOURS OF WORK AND OVERTIME**

22.1 The standard pay period for police officers and police sergeants shall be 84 hours in a 14- day pay period. All time worked by employees in these classifications in excess of 84 hours in a 14-day period shall be considered overtime for which employees covered by this Agreement shall be paid at a rate of one and one-half times their normal hourly rate.

22.2 All overtime worked shall be paid at one and one-half(1-1/2) times the employee's straight time rate of pay or, with the approval of the Police Chief or his designee, through Comp Time at the rate of one and one-half (1-1/2) hours of Comp Time for each hour of overtime worked. Bargaining unit members may not exceed more than sixty (60) hours of Comp time. At the end of every fiscal year, bargaining unit members will have the option to roll-over their sixty (60) hours of accrued Comp time or be paid by the Town for their accrued but unused Comp time. If the bargaining unit members do not request payment of their accrued and unused Comp time by August 31 of each fiscal year their Comp time hours shall roll-over.

22.3 Only actual hours worked will be used for purposes of calculating overtime pay; however, compensatory time, holidays, [UPLT](#) and PLT shall be included as time worked.

22.4 Work schedules shall only be changed after the affected members has been given at least seven (7) calendar days prior notice, except in emergency circumstances as determined by the Town.

22.5 When there is a time adjustment and the "clock falls back," and where an employee works an extra hour on the shift, the employee will be paid straight time for the extra hour worked, unless that hour puts the employee over 84 hours in a 14 day period, in which case the employee will receive overtime. When the "clock springs forward," and an employee works seven (7) hours on the shift, the employee will be paid straight time for the seven (7) hours worked.

22.6 Employees' hours of work, including starting and ending times for each shift, shall be at the sole discretion of the Town.

22.7 Special duty assignments will be made at the discretion and direction of the Police Chief; provided, however, that such time shall not be counted as hours worked for the purpose of calculating overtime.

22.8 Work schedules for the Road Patrol shifts shall be 7:30am to 7:30pm for the day shift, and 7:30pm to 7:30am for the night shift. Any deviation from these Road Patrol work schedule shifts shall be bargained between the Town and the bargaining unit.

22.9 When a Town of Juno Beach Emergency has been declared and all other non-essential employees are not to report to work, members shall be paid at a rate of 1.5 times their base pay while they are working.

22.10 Every effort shall be made by administration to avoid switching officers assigned squad work schedules. Overtime may be used at the discretion of the Chief or his/her designee to fill such shortages created by UPLT/PLT, trainings or other job created shortages.

ARTICLE 23**TRANSFERS AND SHIFT EXCHANGES**

23.1 It shall be the right of the Town to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off (except in the Departments or assignments excepted herein), seven (7) working days notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties or if the transfer is declared an operational necessity.

23.2 Bargaining unit members who are involuntarily transferred to another assignment will retain and carry with them any approved PLT. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

23.3 Bargaining unit members within the same rank and assignment may exchange shifts within the same fourteen (14) day work period with the approval of the members' supervisor(s). All requests must be made in writing at least seven (7) days prior to the date on which the shift is to be exchanged, must indicate when the shifts will be worked and paid back and must be approved twenty-four (24) hours prior to the start time of the shift to be exchanged. Under no circumstances will the Town be required to pay back an employee whose shift is not paid back. Employees who agree to work a shift for another employee are subject to discipline for non-attendance. No overtime or consecutive shifts may result from a shift exchange. Shift exchanges may occur only three (3) per month per bargaining unit member, unless the Police Chief in his sole discretion authorizes otherwise.

ARTICLE 24

WAGES

24.1 Effective October 1, ~~2024~~2021, all bargaining unit members shall receive a cost of living (COLA) adjustment of 3.5% of their base pay.

~~24.2 For year 2 (FY 25/26) and year 3 (FY 26/27) the wages (COLA, Merit, GWI) will be negotiated. No other articles or sections of this article will be opened for negotiation. Effective on October 1, 2022, and October 1, 2023 all bargaining unit members shall receive cost of living adjustments based on the Bureau of Labor Statistics Cost of Living US City Average as of June of each respective year; however, the annual cost of living increase will be capped at 2.5% of their base pay. However, in the event that the Town provides cost of living adjustments to the remainder of its employees in excess of 2.5% for either contract year referenced above, all bargaining unit members shall receive the adjustment(s) provided to other Town employees for such year(s).~~

~~For example: if the US City Average is 1.00%, employees would receive a 1.00% increase in that respective year; if the US City Average is 3.40%, employees would receive a 2.5% increase in that respective year, unless otherwise approved by the Town.~~

24.3 Effective October 1, ~~2024~~2021, all bargaining unit members are eligible for a merit wage increase of two and a half percent (2.5%) of their base pay and a two percent (2%) General Wage Increase (GWI). ~~For each successive year, effective October 1, 2022 and October 1, 2023, the Town will establish a cap for the percentage merit increase as part of the budget process, based on base pay, a bargaining unit member may receive for that respective year.~~

In order to receive a merit increase, each respective bargaining unit member must receive at least a satisfactory performance evaluation for the preceding year and increases will be determined as follows:

- Bargaining unit members that score an average of 0.00 - 2.49% on their Performance Evaluation will not receive a merit wage increase.
- Bargaining unit members that score an average of 2.50 - 2.99 on their Performance Evaluation will receive a merit wage increase of 75% of the approved increase.
- Bargaining unit members that score an average of 3.00 or above on their Performance Evaluation will receive a merit wage increase of 100% of the approved increase ~~plus any remaining balance of unearned merit pay from other eligible bargaining unit members, this pro-rata excess merit will be distributed among all eligible bargaining unit members.~~

Once a bargaining unit employee reaches the top of the pay range for their position, he/she shall be eligible for a merit bonus pursuant to the Town's formal evaluation process.

Promoted probationary employees will be eligible for a ~~pro-rated~~ merit increase ~~during the period of the preceding year they were not in a probationary status and~~ based on their Performance Evaluation score. Newly hired probationary employees will be eligible for a pro-rated merit increase during the period of the preceding year after they pass the probationary period and based on their Performance Evaluation score.

24.4 All bargaining unit members shall receive a six (6) month interim performance standards review to assist with the annual performance evaluation. A bargaining unit member who is failing to meet performance standards shall be notified by their supervisor of the specific performance trait to be corrected and be allotted reasonable time to correct same. A bargaining unit member who fails to meet standards on their annual performance evaluation and is denied a merit increase has the right to grieve this action to the Town Manager: however, they are not subject to arbitration.

24.5 Town agrees to implement an incentive program to those members reaching specific milestones in years or service as follows:

5 - 9 years of service - \$500 annually on anniversary dates

10-14 years or service - \$750 annually on the anniversary dates

15-19 years or service - \$1,000 annually on the anniversary dates

20+ years of service - \$1,250 annually on the anniversary dates

ARTICLE 25

PROMOTIONS

25.1 The Town will comply with its General Order, [5.3.2](#) ~~0.5.3.1~~.

ARTICLE 26**WORKERS' COMPENSATION**

26.1 A bargaining unit member covered by Chapter 440, Florida Statutes, and in accordance with provisions set forth herein, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement as such term is defined by the Town's Workers' Compensation carrier.

26.2 The Town agrees to provide short and long term disability benefits to bargaining unit members to the same extent that it provides such benefits to all other Town Employees.

26.3 Members that are injured on duty while performing their duties shall receive up to ten shifts (non-consecutive) of leave with pay separate from any insurance, PLT or Workers Compensation benefits. A doctor's note requiring the employee to be out of work for the on-duty injury must accompany the absence request. The member may be required to visit a doctor of the Town's choice for a second opinion. If the member begins receiving workers compensation pay, short term disability pay or is released by the doctor this leave expires and the same injury cannot be used for additional future leave under this article.

ARTICLE 27

FUNERAL EXPENSES

27.1 The Town will continue to provide bargaining unit members with life insurance policies to the same extent as it provides to all other Town employees.

27.2 In the event that a bargaining unit member dies in the line of duty, the Town will - in addition to the life insurance proceeds available under 27.1 above - provide that member's beneficiary with fifteen thousand dollars (\$15,000) ~~five thousand dollars (\$5,000.00)~~ to be used for funeral, burial and other related expenses.

ARTICLE 28

SEVERABILITY

28.1 Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 29

MAINTENANCE OF CONDITIONS

29.1 All job benefits in effect at the time of ratification of this Agreement heretofore authorized by the Town that are not specifically provided for or abridged by this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 ENTIRE

AGREEMENT

30.1 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

ARTICLE 31

DURATION OF AGREEMENT

31.1 This Agreement shall take effect October 1, ~~2024~~ 2021 and shall continue in full force and effect through September 30, ~~2027~~ 2024. No portion of this Agreement shall be retroactive, except as specifically provided for herein.

Executed on this _____ day of _____ 2024.

For the Town of Juno Beach

For the Palm Beach County Police
Benevolent Association, Inc.

Peggy Wheeler, Mayor

John S. Kazanjian, President

Caitlin Copeland, Town Clerk



Meeting Name: Town Council Meeting
Meeting Date: December 09, 2024
Prepared By: Emily Alves, Finance/HR Director
Item Title: 2025 Health Insurance Renewals

DISCUSSION:

The Town's insurance broker Gehring Group went out for bids for the 2025 Health Insurance and other health related insurances. Florida Blue is the current provider and is the current year low bidder for 2025. Health insurance increased 6.6% for the upcoming year. There is a 2.5 % increase for dental. There is no increase for vision, life, short term and long-term disability.

The base health insurance plan will continue to be a high deductible plan whereby participants must pay the first dollar of services up to the plan deductible of \$1,750/single or \$3,500/family. Co-insurance or co-payments are required after that until participants meet a total out of pocket maximum of \$5,300/single and \$10,600/family. Florida Blue's BlueCare Network will be utilized for providers, no out-of-network option is available under this plan, an alternative plan will provide for this option.

Staff also recommend continuing to allow employees to choose from the base plan or one alternate plan. Employees will be required to select their plan prior to the start of the new plan year on January 1 and pay all amounts over the base plan costs if they choose an alternate plan. The offering of alternate plans allows employees to choose among plans that may better fit their utilization patterns. The alternate plan's premiums will remain cost neutral to the Town.

Employees will be responsible for all premium costs over the base plan for all tiers of coverage.

Staff proposes increasing the amount the Town pays for dependent coverage from 50% to 80%. This is consistent with benefits provided to other local government employees and police officers in the area.

Staff proposes to continue the funding program for a Health Care Flexible Spending Account (FSA) for each employee to help offset some of the upfront costs of the plans. This FSA funding provision is only available to employees that are employed as of January 1, it is not available to any newly hired employees throughout the year.

Additionally, staff is proposing to continue the same funding program for employees that opt-out of the Town's health insurance coverage. This option is available to employees who provide proof of another comparable group coverage from a former employer or spouse's plan. The in-lieu of medical coverage payment will be \$300 monthly, and they will continue to receive a FSA contribution annually to be used toward eligible health care costs.

Any FSA funds not requested or not eligible for reimbursement at the end of the plan year would be forfeited back to the Town.

The current Solstice dental insurance plan was also bid against other comparable plans. The renewal was quoted with a 2.5% increase. The Standard coverage for AD&D, Life, Short Term Disability and Long Term Disability remains unchanged with a 0% increase for 2025.

Vision insurance remained with the Florida Municipal Insurance Trust (FMIT), which was renewed on October 1, 2024 with a 0% increase.

All of the above recommendations are being made within the current funding of the 2024-2025 Annual Budget.

RECOMMENDATION

Staff recommends the Council consider a motion to approve; the Florida Blue BlueCare S14354 HMO Plan as the base employee health insurance plan, The Solstice dental plan, FMIT vision plan, the health care Flexible Spending Accounts, and opt-out provisions as outlined above for the plan year 2025, effective January 1, 2025 to December 31, 2025.



Meeting Name: Town Council Meeting
Meeting Date: December 17, 2024
Prepared By: C. Copeland, MMC, Town Clerk
Item Title: Filling of Vacant Seat #3

DISCUSSION:

At the December 12th Special Town Council Meeting, Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Davis gave consensus to have the deadline to receive applications for Seat #3 until December 17th at 12PM; and place the item on the December 17th Agenda for discussion.

Staff will provide a ballot form with the names of the candidates to each Council member at the meeting to assist with the appointment process.



Meeting Name: Town Council
Meeting Date: December 17, 2024
Prepared By: Davila, F. CFM.
Item Title: Discussion on Traffic Concerns (U.S. Highway One and Donald Ross Road)

BACKGROUND:

At the September 27th, 2024, Special Town Council meeting, Council directed staff to add a discussion item to discuss traffic concerns at the intersection of U.S. Highway One and Donald Ross Road. Some discussion topics that were raised at the meeting were to evaluate the current infrastructure of the roads, traffic back up due to bridge openings, conducting our own traffic study which includes speed and volume of vehicles, traffic calming options.

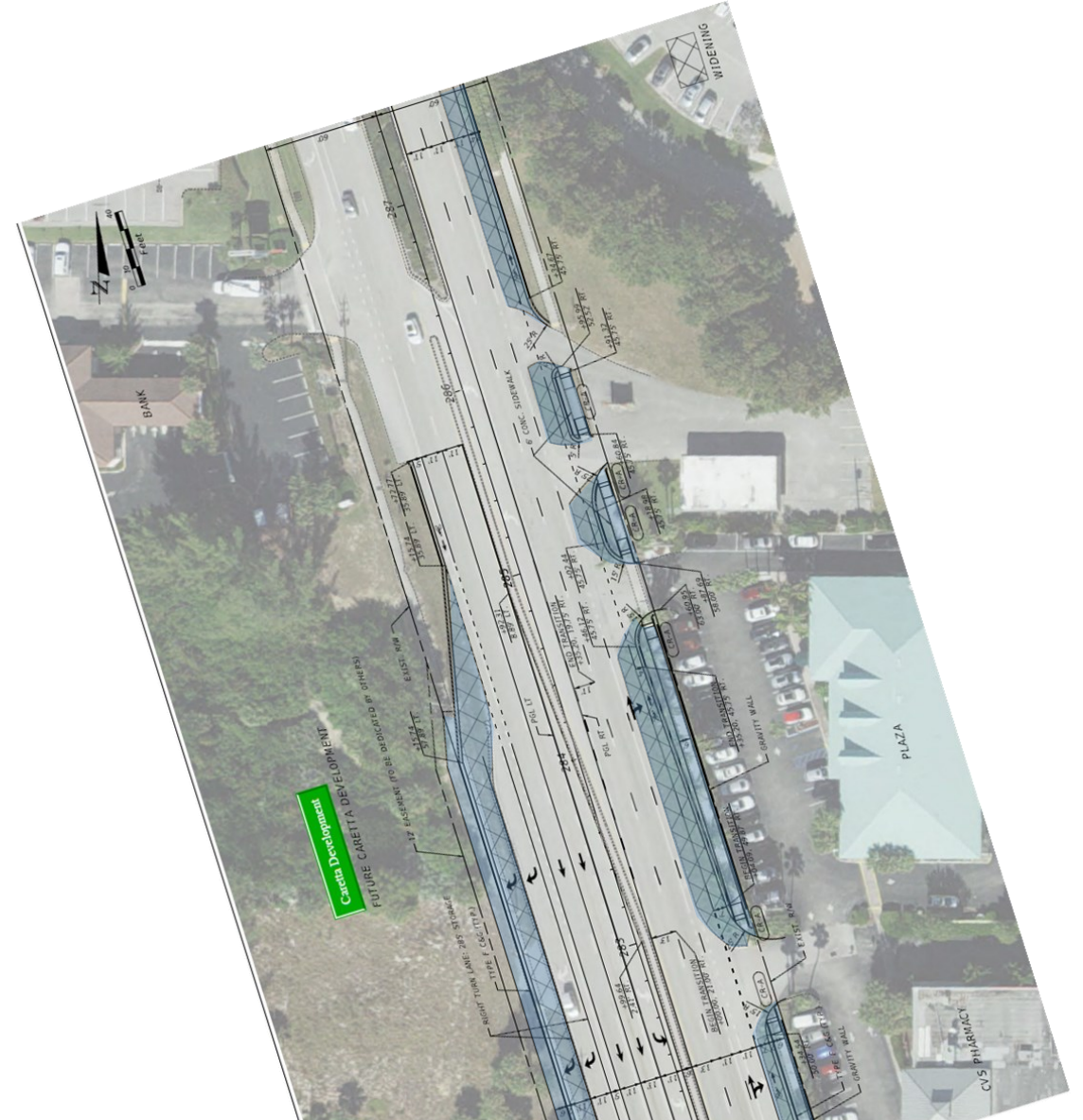
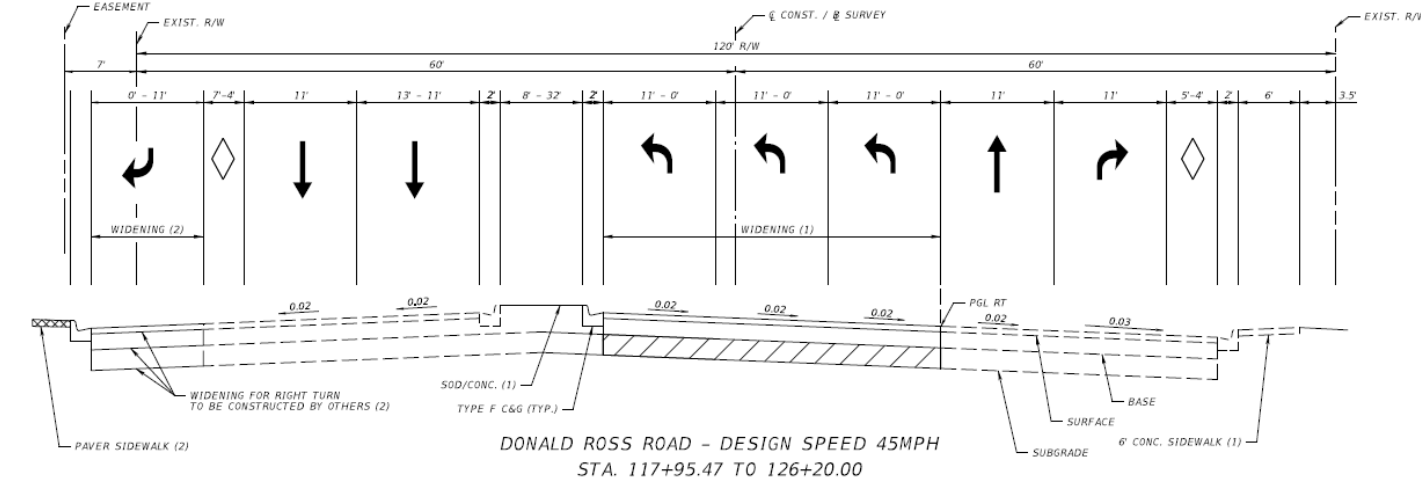
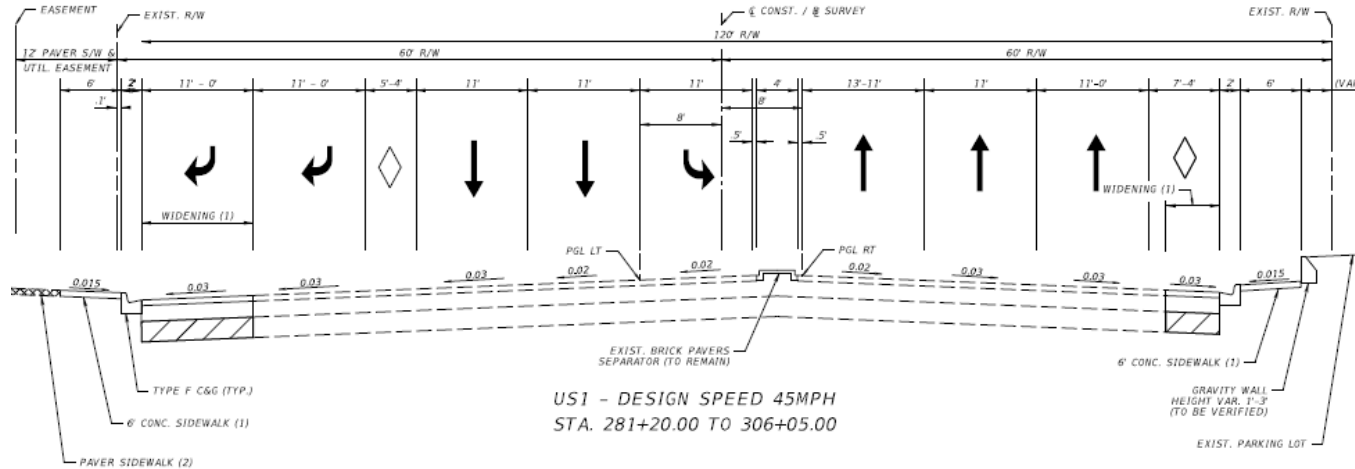
Staff contacted Palm Beach County Traffic Division and Roadway Production Division to have them attend a future Council meeting for them to provide updates on the future work taking place at the intersection of Donald Ross Road and US Highway One. The County has agreed to attend the December 17, 2024 Town Council meeting to make a presentation and discuss concerns raised by Town Council. County representatives have been forwarded the questions that were submitted by the Town Council (see attachment).

The County’s current proposal includes the reconfiguration of the crosswalk located on the north side of US Highway One, the addition of a third left turn lane on the east bound Donald Ross Road lane going north, the addition of a second right turn lane on the southbound US Highway One lane going west, the addition and of a third lane on northbound US Highway One lane immediately north of Donald Ross Road. Other projects in the Donald Ross Road area also include the addition of a second left turn lane on the northbound Ellison Wilson Road lane turning west. Please see below an excerpt from the County’s FY 2024 five-year road program.


PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM – FY 2024

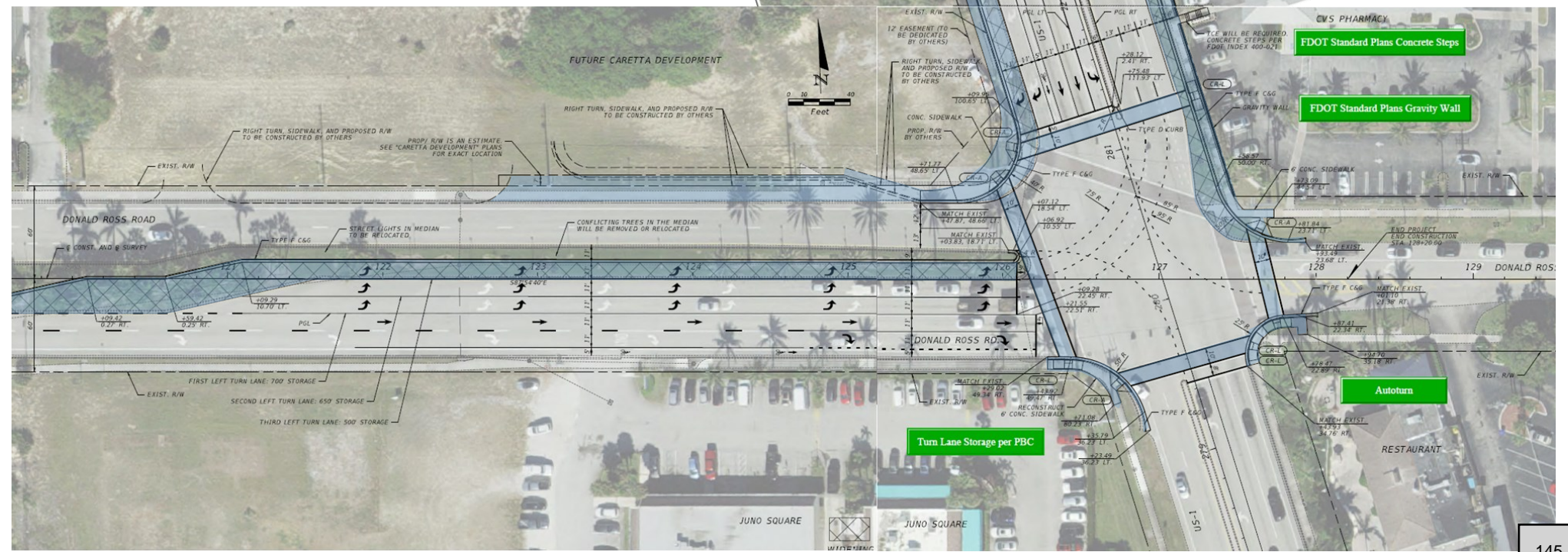
Project	Limits	Description	FY 2024		FY 2025	
Donald Ross Rd.	Ellison Wilson Rd.	Intersection Improvements (add 2 nd NBL)			700	C
Donald Ross Rd.	U.S. 1	Intersection Improvements (add 3 rd EBL & SBRTL)			500	R/M

Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment (\$'s IN 1,000's)



**Palm Beach County
Donald Ross Road and US 1
Preliminary Plan**

 Proposed work by PBC





FW: Palm Beach County Traffic Person questions - Agenda Item 12

2 messages

ddavis@juno-beach.fl.us <ddavis@juno-beach.fl.us>
To: Isabella Hickey <ihickey@juno-beach.fl.us>
Cc: Frank Davila <fdavila@juno-beach.fl.us>

Fri, Nov 15, 2024 at 11:19 AM

I already sent my questions, please see enclosed. I would like to meet prior to the December meeting to discuss. Thank you, Diana

Diana Davis, Juno Beach Town Council

[440 Sunset Way](#)

[Juno Beach, FL 33408](#)

Email: DianaDavisJunoBeach@gmail.com

Email: ddavis@juno-beach.fl.us

Office 561-267-7772

Mobile 561-310-6138


From: ddavis@juno-beach.fl.us <ddavis@juno-beach.fl.us>
Sent: Monday, November 11, 2024 2:00 PM
To: 'Frank Davila' <fdavila@juno-beach.fl.us>
Cc: 'Len Rubin' <len@torcivialaw.com>
Subject: Palm Beach County Traffic Person questions - Agenda Item 12

Enclosed are my questions for how to apply Article 12 Traffic Performance Standards to a project by review of the Caretta project that had both residential and commercial.

1. Caretta project questions regarding statutory exemption language and whether traffic concurrency requirements exist?
2. Analysis of Town of Juno Beach Annual Public Facilities Update Report 12-31-2023 compared to the traffic hourly levels and the resulting LOS that were calculated for the Caretta project, there seems to be higher traffic in the Town analysis and a greater level of service.
3. For right turn lanes – from Donald Ross turning north on to U.S1 and for U.S. 1 turning east onto Donald Ross and for the right turns onto Donald Ross and onto U.S.1 – can we have additional traffic signaling that stops the right turn on red when someone is in the crosswalk?
4. What about coordinating the bridge openings to avoid peak traffic AM and peak traffic PM? What about coordinating bridge opening with PGA and Indian Town? also signs on U.S. 1 and Donald Ross that state time bridge will open and suggest folks travel to Indiantown or PGA?

5. Can we expedite the timeline for a bicycle path on Donald Ross east of U.S. 1 to Ocean Drive? On South side, with use of some curbing or a small seating retaining wall needed? How do we ensure that all future planning considers the future bicycle lanes that will be on Donald Ross east of U.S. 1 to Ocean Drive?
6. What are the planting rules for medians of various widths? Can we replace like for like? What is within the plant palette for 4" at BH at maturity type trees- silver buttonwood, lignum Vita, dahoon holly, Solitaire Palm, others (sic-misspellings) ? What about potted plants or container gardens?
7. What are the design rules for pedestrian cross-walks; are there optional designs for signaling – what is the difference in pricing for signaling in the road versus a tall sign with a flashing light?
8. Can we address the failed intersection at Donald Ross with the Marcinski Bridge project – and put this on our planning horizon?
9. What funding sources are available for these projects?
10. What is the timeline for the Complete Streets for U.S. 1?

3 attachments

 **2024 - 11-13 Questions for PBC about Traffic - Caretta analysis.docx**
16K

 **Town Traffic Analysis and Caretta Traffic Analysis.PDF**
613K

 **PBC Land Development Code TRAFFIC LOS Article12.pdf**
613K

ddavis@juno-beach.fl.us <ddavis@juno-beach.fl.us>

Fri, Nov 15, 2024 at 11:23 AM

To: Isabella Hickey <ihickey@juno-beach.fl.us>

Cc: Frank Davila <fdavila@juno-beach.fl.us>

Please also add – design and funding for cross walks on Ocean Drive at Atlantic and at two other locations south of Atlantic on the U-streets understanding that due to lack of sidewalks we would install the concrete pads on the west side and connect with a sidewalk on the east side at Town Hall and one other location. Also potential upgrades to the cross walk at the Mobil station.

Thank you, Diana

[Quoted text hidden]

What are the Juno Beach requirements for concurrency with levels of service, such as traffic flows? Do we have concurrency requirements? How does our comprehensive plan requirements and our code requirements for traffic level of service “D” at peak hour traffic, allow for alternative levels of service if the background levels already exceed level of service “D”? I do not find a reference to background traffic levels in Section 163.3180, F.S. Can you help me find the reference that the traffic engineer for the Caretta project cited to allow an exemption for the Juno Beach Code and Juno Beach Comp plan regarding traffic levels of service [in addition to the Coastal Residential Exception Area for residential portion of the project]? What about adopting some requirements for concurrency with levels of service in our code and comprehensive plan similar to Palm Beach? What about adopting language that has consequences if concurrency does not exist, such as less density or less intensive use of property until concurrency reached? Can we have the project account for loss of green space with median reduction in size?

The Town requires that any development or redevelopment provide proof that adequate capital facilities are available to serve the proposed development. Code Section 20-60 defines the Levels of Service (LOS) requirements, such as capital road facilities. The Town’s code does not address an existing road facility that may have a traffic level of service that is below the LOS, it states “the town shall support and maintain a level of service C standard and D at peak hour for the collector and arterial roads serving the Town”.

The current LOS for the intersection of Donald Ross Road and US Highway 1 at AM peak hours **without** the project are C, D, and E standards, at the PM peak hours they are C, D, E, and F. The projected LOS at the same intersection **with** the project is the same as without. This means that even without the project, the intersection of Donald Ross Road and US Highway 1, does not meet the Town’s LOS for the collector and arterial roads.

The Traffic Engineer for the Caretta Project, Mrs. Andrea Troutman, indicated that the relevant subsections that apply to this project are 163.3180(5)(h)(2) and 163.3180(5)(h)(2)(b). Section 163.3180(3)(h)(4) provides for the definition of transportation deficiencies. In short, these subsections indicate that the Caretta project shall not be held responsible for eliminating deficiencies that currently exist and that it is the responsibility of the entity that has the maintenance responsibility for the road (i.e. PBC or FDOT) to improve and correct the transportation deficiency. It is important to note that both the PBC Traffic Department and the Town’s Traffic Engineer reviewed and approved the documents and plans submitted by the applicant.

The adoption of requirements to improve the LOS standards for infrastructure that currently do not meet our criteria is possible depending on the language that would be proposed and whether or not the Town would be the party responsible for the improvement. The Town cannot establish binding LOS standards on governmental entities (such as PBC or FDOT) if the Town does not provide, finance, operate, or regulate such public facilities (FS 163.3180(3)(h)(2)).

ARTICLE 12

TRAFFIC PERFORMANCE STANDARDS

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ARTICLE 12

TRAFFIC PERFORMANCE STANDARDS

CHAPTER A GENERAL

Section 1 Intent and Authority

A. Intent

The BCC finds that safe, convenient, and orderly flow of vehicular traffic is necessary for the health, safety, welfare, and convenience of the public. It is the intent of this Article to ensure that roadways are in place and adequate to provide a Level of Service (LOS) that will provide safe, convenient, and orderly traffic flow.

It is the intent of this Article to implement the goals, objectives, policies, and standards of the Plan by amending and readopting the TPS Ordinance No. 90-40.

The BCC finds that the safe, convenient, and orderly flow of traffic will be achieved by the standards set forth herein.

Nothing in this Article shall preclude the BCC or other authority with the responsibility of issuing Development Orders from considering traffic, roadway, or Project conditions not specifically required by this Article or which are peculiar to the location, size, configuration, use, or relationship to the area of the proposed Project or the proposed Project itself; and to impose conditions necessary to serve the public interest.

B. Authority

The BCC has the authority to adopt this Article pursuant to Art. VII, § 1(g), Fla. Const. and to [Art. VIII, § 1, Fla. Const.](#), the [PBC Charter](#), [F.S. § 125.01](#) et seq., [F.S. § 163.3161](#), and [F.S. § 163.3202](#) et seq. **[2019-005]**

Section 2 Definitions

See [Art. 1.H, Definitions and Acronyms](#).

A. Other Definitions

1. For purposes of this Article, except as specifically provided herein or unless the context clearly indicates otherwise, the terms defined in the Code of PBC, Florida, and the Plan shall have the meaning therein. In the event of a conflict between the Code and the Plan, the Plan shall prevail. The capitalization of defined terms herein is for the reader's convenience only. Failure to capitalize shall not be construed as an intent not to use the term in its defined meaning.

Section 3 Applicability

A. General

1. Unless otherwise provided herein, this Article shall apply to all Site Specific Development Orders or any other official action of a Local Government having the effect of permitting the development of land.
2. **Applicability to Incorporated Areas**
The PBC Charter provides authorization to the BCC to adopt this Article for roads which are “not the responsibility of any municipality.” The major thoroughfare system identified in the Plan includes some roads which are the responsibility of a Municipality. The Charter precludes the applicability of this Article to roads that, while being on the Major Thoroughfare system, are the responsibility of a Municipality. Accordingly, in the case of setting the LOS this Article shall not apply so as to restrict the issuance of Development Orders adding traffic to roads which are the responsibility of a Municipality.

B. Credits Against Project Traffic

This Section establishes a method for calculating credits against Project Traffic that may apply when seeking to amend a Previously Approved Development Order, or when applying for a Site Specific Development Order on property, which has an existing use. The burden shall be on the Applicant to demonstrate the eligibility and the amount of credit for a proposed Project. **[Ord. 2011-016]**

1. Any proposed amendment to a Previously Approved Development Order shall receive a credit for Project Traffic subject to the provisions of this Section. The credit shall be calculated by applying current trip generation rates and pass-by rates to the land use or uses previously approved by the Site Specific Development Order. The credit shall be adjusted as necessary to account for changes in traffic distribution resulting from modifications to the Previously Approved Development Order. The credit shall be reduced as applicable based on any subsequent reduction of square footage or number of units built pursuant to Master Plan or Site Plan amendment, and in accordance with any subsequent amendment to applicable Municipal rules, policies, or land development regulations.
2. Any application for a Site Specific Development Order on property on which there is an existing use shall receive a credit against Project Traffic subject to the provisions of this Section. The credit shall be calculated by applying current trip generation rates and pass-by rates that would be generated by the most recent existing use at the time of application. The credit shall be adjusted as necessary to account for changes in traffic distribution as a result of the proposed Project. A proposed Project shall not be eligible for an existing use credit if the structure or land on the property has been discontinued or abandoned for more than five years prior to the time of application.
3. A Project shall be eligible for a 100-percent credit against Project Traffic if the Previously Captured non-residential Project has received CO for interior tenant improvements for at least 80 percent of the gross leasable area for more than five years or the Previously Captured residential Project has received Building Permits for 80 percent of the units as set forth in the Master Plan or Site Plan as applicable. **[Ord. 2007-013] [Ord. 2011-016]**
4. An urban redevelopment project located within a defined and mapped existing urban service area shall not be subject to the standards of [Art. 12.B, Standard](#), for up to 110 percent of the traffic generation of the previously existing development. The credit shall be calculated by applying current trip generation rates and pass-by rates that would be generated by the most recent existing use at the time of application. The credit shall be adjusted as necessary to account for changes in traffic distribution as a result of the proposed Project. A proposed Project shall not be eligible for an existing use credit if the structure or land on the property has been discontinued or abandoned for more than five years prior to the time of application. **[Ord. 2007-013]**

C. Non-Applicability

1. Local Government Applications

The standards of this Section shall not apply to Local Government-initiated district boundary changes as part of an area-wide review and district boundary-change program, or any district boundary changes to conform with the Local Government Plan which does not authorize development.

2. Development Order Time Limit Criteria

This Section shall not apply to PBC-initiated petitions to lower density/intensity under Development Order Time Limit Criteria in [Art. 2.E, Monitoring of Development Orders \(DOs\) and Conditions of Approval](#), of the Code. Nothing herein shall preclude the review of approvals under Development Order Time Limit Criteria, for consistency with this Section.

3. Entitlement

The standards of this Section shall not apply to Site Specific Development Orders not exceeding entitlement densities/intensities established in the Plan or [Art. 12.E, Entitlement](#).

4. Special Events

The standards of this Section shall not apply to Site Specific Development Orders issued for special events as described below:

- a. For purposes of this Section, a special event is an activity which does not exceed three consecutive weeks a year, occurs no more frequently than once a year, and is open to the general public. It includes auto races, Fourth of July activities, parades, and festivals. It does not include recurring events such as baseball games, football games, concerts, races, and the like held in stadiums, amphitheatres, or other permanent facilities even if such facilities are used for special events. Each special event shall constitute a separate special event for purposes of calculating the number of weeks of the event. If the Plan is amended to provide more stringent provisions as to this exception, the Plan shall control.
- b. For the purposes of this Section, a special part-time demand event is a development that does not have more than 200 scheduled events during any calendar year and does not put traffic on the roadway system during the 100 highest traffic hours.
 - 1) The 100 highest traffic hours for the area of the special part-time demand shall be determined by the County Engineer based on information from permanent count stations.

- 2) The development shall not be permitted if the daily traffic generated during a scheduled event has an impact that exceeds five percent of the LOS D Standard Volume on a roadway on the Florida Intrastate Roadway System.
 - 3) The development shall be restricted to areas identified as urban infill, urban redevelopment, existing urban service, or downtown revitalization areas in the Local Government's Comprehensive Plan.
 - 4) A traffic report shall be prepared that identifies the trip generation of the development, the modal split (if any), the location of the development, and the month and time of day of scheduled events. The Development Order for the development shall include monitoring and enforcement provisions restricting the development to the number and timing of the events.
- 5. Subsequent or Amendments to Development Orders**
- a. Subsequent Implementing Development Orders**
The standards of this Article shall not apply to Site Specific Development Orders which are subsequent implementing Development Orders to Previously Approved Site Specific Development Orders which were captured by this Section or Ord. No. 90-6 (Traffic Performance Standards Municipal Implementation Ordinance), but which are required by Local Government as part of the development approved under the captured or Previously Approved Site Specific Development Order. Examples of these subsequent implementing Site Specific Development Orders are subdivision approvals and Building Permits issued in a Planned Unit Development (PUD) where the PUD is a Previous Approval or met the requirements of this Article (either directly or through the Traffic Performance Standards Municipal Implementation Ordinance).
 - b. Amendments to Previously Captured Approvals**
Amendments to Site Specific Development Orders which were captured by this Article or Ord. No. 90-6 (Traffic Performance Standards Municipal Implementation Ordinance) which do not increase the captured Site Specific Development Order's Net Trips or Net Peak Hour Trips on any Link or Major Intersection (including increases resulting from redistribution) shall not be subject to the standards of this Article. For purposes of this determination, the generation rates and capture rates of the captured Site Specific Development Order shall be updated to current generation and capture rates, if applicable, and shall be used to calculate whether there is any increase. If there is an increase, Net Trips shall be subject to the standards of this Article. In making this determination, all parcels or lots in their entirety taken together of any Previously Captured Approval shall be considered if it was approved as a single Project. **[Ord. 2010-022]**
- 6. Vested Rights**
Notwithstanding the provisions of this Article to the contrary, the requirements of this Article shall not apply in any manner to impair vested rights established pursuant to Florida law, to the extent that any Project, or portion thereof, is vested as against the requirements of this Article.
- 7. Exceptions**
The standards of this Article shall not apply to Site Specific Development Orders for the Coastal Residential use as set forth in [Art. 12.I, Coastal Residential Exception](#) and the special events, as set forth in [Art. 12.A.3.C.4, Special Events](#). **[Ord. 2011-016]**
- 8. Requirements**
The exceptions to the standards of this Article (LOS Standards) do not obviate the requirement to report the Site Specific Development Order, or provide the Traffic Impact Study (where required), to the County Engineer.

D. Municipal Determination of Previous Approval

1. Validity

Only Valid Site Specific Development Orders which meet the definition of Previous Approval shall be considered Valid Previous Approvals.

2. Procedures

The Municipality shall establish procedures for determining what Previous Approvals have been granted. The procedures shall be at the sole discretion of the Municipality. The Municipality shall send its determination as to each Previous Approval to the Traffic Division of the County Engineer within 15 days of its determination.

3. Timing

The County Engineer shall have ten working days, exclusive of tolled days, from the receipt of the determination of the Municipality to review and determine if additional information is required.

4. Additional Information

If the County Engineer requests additional information, he shall have 30 days, exclusive of tolled days, from the receipt of the additional information to notify the Property Owner and Municipality as to, and file, an action for judicial review.

5. Period to File

The Municipality's determination shall not be effective, and the period to file an action shall not commence, until either: (1) the County Engineer has not requested additional information within the ten day period or, (2) if additional information is requested, the County Engineer has received all additional information requested.

6. Delivery

The documents sent pursuant to [Art. 12.A.3.D.2, Procedures](#) and [Art. 12.A.3.D.4, Additional Information](#), shall be sent certified mail, return receipt requested, or hand delivered.

7. Appeals

The appeal or review shall be to a Court of competent jurisdiction and may be filed by any substantially affected person, including any Local Government.

8. Limitation on PBC's Review/Appeal

- a. The time frames set forth in [Art. 12.A.3.D.3, Timing](#), and [Art. 12.A.3.D.4, Additional Information](#), above as to PBC are jurisdictional. Any failure on the part of PBC to timely send the notification shall result in the Municipality's determination being conclusive and binding.
- b. Clerical errors in long-standing otherwise Valid Site Specific Development Orders on which development commenced prior to February 1, 1990 shall not be grounds for appeal or review.
- c. Any Municipal determination that there is a Previous Approval on a Lot upon which building construction or infrastructure improvements have been made within the last three years which are consistent with the Development Order considered to be the Previous Approval shall not be appealed by PBC.
- d. Any Municipal determination that a Valid Site Specific Development Order (as determined by PBC) issued prior to February 1, 1990, and within three years prior to February 1, 1990, is a Previous Approval and shall not be appealed by PBC.

9. Completion of Previous Approvals

The Municipality shall complete its review and determination of all properties within its jurisdiction as to Previous Approvals by July 1, 1991.

E. Municipal Concurrency Management System

A Municipality may, with the consent of PBC, enter into an intergovernmental agreement with PBC whereby the Municipality, by a concurrency management ordinance, implements the standards and requirements of this Article at different points in the land development approval process than those set forth in this Article. The agreement and ordinance shall ensure that all development is subject to the standards and requirements of this Article, and that data is forwarded to PBC for capacity management and review consistent with this Article.

CHAPTER B STANDARD

Section 1 General

There is hereby established a TPS for all Major Thoroughfares within PBC. Except as specifically provided in this Article, no Site Specific Development Order shall be issued for a proposed Project which would violate this standard. This standard consists of two tests. The first test relates to the Buildout Period of the Project and requires that the Project not add Traffic in the Radius of Development Influence which would have Total Traffic exceeding the Adopted LOS at the end of the Buildout Period. The second test relates to the evaluation of traffic five years in the future and requires that the Project not add Traffic in the Radius of Development Influence which would have Total Traffic exceeding the Adopted LOS at the end of the Five-Year Analysis Period. Total Traffic for Test 2 is based in part upon Background Traffic information from the TPS Database. Where a CRALLS service volume has been adopted, those volumes shall apply. Where a CRALLS service volume has been adopted for one or more of the LINKS that constitute the legs of the intersection, the allowable service volume for the intersection shall be calculated as follows: Allowable CRALLS intersection volume = [sum of CRALLS Link volume(s) or Link LOS D volumes (for those LINKS without CRALLS), whichever is applicable, for all legs of intersection / (sum of Link LOS D volume(s) for all legs of intersection)] x 1,400. For Test 2 purposes, LOS E volumes and a 1,500 critical sum shall be used in the preceding formula for determination of the allowable CRALLS intersection volumes. **[Ord. 2006-043] [Ord. 2007-013] [Ord. 2009-040]**

Section 2 Project Buildout/Five-Year Standard

A. Buildout Test – Test 1, Part One and Two

No Project shall be approved for Site Specific Development Order unless it can be shown to satisfy the requirement of Parts One and Two of Test 1 as outlined below. **[Ord. 2009-040]**

1. Part One – Intersections

This Part requires analysis of Major Intersections, within or beyond the Radius of Development Influence, where a Project's traffic is significant on a Link within the Radius of Development of Influence. For purposes of this Part One, Major Intersections also includes intersections of a Major Thoroughfare and a non-thoroughfare road or other point of access where: (1) the intersection is signalized or where projected traffic volumes warrant a signal; and (2) the non-thoroughfare approach is projected to carry at least 200 two-way, peak hour trips; and (3) the non-thoroughfare approach represents 20 percent or more of the intersection critical sum volume. **[Ord. 2005-002]**

a. The following Major Intersections shall be analyzed: **[Ord. 2007-013]**

- 1) The Major Intersections in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering or exiting the intersection from/to the Project Accessed Link is significant. The intersections analyzed shall not exceed two intersections per Project Accessed Link. **[Ord. 2007-013] [Ord. 2011-016]**
- 2) For the Projects on Southern Boulevard, the Urban Interchange(s) when it is the nearest Major Intersection to the point at which the Project's Traffic enters the Project Accessed Link and when the Project Traffic entering and exiting the intersection is significant. For purposes of determining significance of the traffic entering and exiting the interchange, the traffic entering and exiting the ramps shall be considered against a directional ramp LOS D Service Volume of 2,100 vehicles per hour per lane. **[Ord. 2007-013] [Ord. 2009-040] [Ord. 2014-025]**
- 3) All Major Intersections where the Project Traffic comprises ten percent or more of the Total Traffic on at least one approach. **[Ord. 2005-002] [Ord. 2007-013]**

b. For signalized intersections that are not part of the SIS, SIS Connectors, FIHS, TRIP-funded facilities, or grade-separated interchanges, analyze the Major Intersections using the Highway Capacity Manual (HCM) 1985 Planning Methodology (CMA). In the event that one or more intersections exceed the Critical Volume threshold identified in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#), are grade-separated interchanges, or the intersections are part of the SIS, SIS Connectors, FIHS, or TRIP-funded facilities, the Applicant shall conduct the intersection analysis of those intersections using the HCM Operational Analysis using the most recent version of the HCM. **[Ord. 2007-013] [Ord. 2009-040] [Ord. 2011-016]**

- 1) The HCM CMA and Operational Analysis shall comply with the default input values published by the County Engineer no more frequently than twice per year. Revisions to the input values may be made subject to approval by the County Engineer to reflect actual or projected field conditions where substantial differences from the published values can be demonstrated. **[Ord. 2009-040]**

- 2) If the intersection average total delay or the Critical Volume is at or below the thresholds identified in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#), the Project passes Part One of Test 1 and continues with the Part Two – Link Analysis. If the intersection average total delay or the Critical Volume exceeds the thresholds identified in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#), the Project fails Part One of Test 1. **[Ord. 2007-013] [Ord. 2009-040]**
- c. For unsignalized Major Intersections, the intersections shall be analyzed using the most recent version of the HCM Unsignalized Intersection Analysis and all minor movements of Rank 2 or higher shall operate at LOS E or better. In addition, a signal warrant analysis with Total Traffic for the intersection may be required by the County Engineer. **[Ord. 2009-040]**
 - 1) If a minor movement is not projected to operate at LOS E or better, then the Applicant may make intersection improvements in accordance with applicable Palm Beach County or FDOT Design Standards to satisfy the LOS standard. If these improvements require signalization of the intersection and if signalization is expected to be warranted at any time up to 24 months after the Project's final certificate of occupancy, then the Project may also be required to fund signalization. If, with these improvements, all minor movements of Rank 2 or higher will operate at LOS E or better, the Project passes Part One of Test 1. **[Ord. 2009-040]**
 - 2) If no geometric intersection improvements are determined to be feasible by the County Engineer, then the Applicant shall agree to fund signalization of the intersection if warranted at any time up to 24 months after the Project's final Certificate of Occupancy. If the Applicant is not willing to agree to fund signalization of the intersection if warranted, the Project fails Part One of Test 1. **[Ord. 2009-040]**

2. Part Two – Links

- a. This Part requires analysis of Links and Major Intersections as necessary within or beyond the Radius of Development Influence, where a Project's traffic is significant on a Link within the Radius of Development Influence. The Total Traffic in the peak hour on the Link shall be compared to applicable thresholds in [Table 12.B.2.C-1 1A, LOS D Link Service Volumes](#), Peak Hour Traffic; Peak Direction volume threshold. The applicable facility class for each Link shall be determined on the basis of the number of traffic signals per mile anticipated by the County Engineer to be in place by the buildout time frame of the proposed Project being evaluated. Additionally, for all Links where the Total Traffic peak hour directional volumes exceed the applicable threshold and for all Links where the uninterrupted flow service volume has been utilized, the Major Intersections on each end of the Link shall be analyzed. If the Link is on Southern Boulevard, the at-grade intersection created by an Urban Interchange shall not be considered the intersection at the end of the Link since the intersection is actually not on Southern Boulevard. The Project shall include the next intersection with Southern Boulevard for analysis and compliance. **[Ord. 2010-022]**

The project shall pass Part Two of Test 1 if: **[Ord. 2010-022]**

- 1) The Total Traffic peak hour directional volume on the Link is less than the applicable thresholds in [Table 12.B.2.C-1 1A, LOS D Link Service Volumes](#); and **[Ord. 2007-013] [Ord. 2010-022]**
- 2) For Links utilizing the uninterrupted flow service volume, the intersections are below the 1,400 Critical Volume or below the Delay Threshold in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#). **[Ord. 2010-022]**

For Links not utilizing the uninterrupted flow service volumes: where the Total Traffic peak hour directional volumes exceed the applicable threshold, where the Buildout Period is five years or fewer, and where the intersections at the end of the failing Link are less than or equal to the 1,400 Critical Volume or less than or equal to the Delay Threshold in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#) a more detailed analysis as outlined in the Optional Analysis may be completed to demonstrate compliance with Part Two. **[Ord. 2010-022]**

For Links not utilizing the uninterrupted flow service volumes: where the Total Traffic peak hour directional volumes exceed the applicable threshold and where the Buildout Period is greater than five years or where the intersections at the end of the failing Link are greater than the 1,400 Critical Volume or greater than the Delay Threshold in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#), the Project fails Part Two of Test 1. **[Ord. 2010-022]**

For Links utilizing the uninterrupted flow service volumes, where the Total Traffic peak hour directional volumes exceed the applicable threshold, the Project fails Part Two of Test 1. **[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]**

- b. Optional Analysis – The HCM Arterial Analysis Operational methodology shall be conducted. For these Links, the Project shall demonstrate that the Total Traffic peak hour directional volumes do not result in an average speed on the Segment that is lower than the speed thresholds for LOS D as defined in [Table 12.B.2.C-3 1C, LOS D Speed Thresholds](#). If the speed is equal to or higher

than the LOS D speed threshold, then the Project shall pass Part Two of Test 1. If the speed is lower than the LOS D speed threshold, then the Project fails Part Two of Test 1. **[Ord. 2005-002]**
[Ord. 2007-013] **[Ord. 2010-022]**

- c. The Applicant may make Link or intersection improvements in accordance with published Palm Beach County or Florida Department of Transportation Design and Traffic Engineering Standards, as applicable, in order to satisfy Part Two of Test 1. **[Ord. 2010-022]**

B. Five-Year Analysis – Test 2

No project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Test 2. This test requires analysis of Links and Major Intersections as necessary within or beyond the Radius of Development Influence, where a Project's traffic is Significant on a Link within the Radius of Development Influence. This analysis shall address the Total Traffic anticipated to be in place at the end of the fifth year of the Florida Department of Transportation Five-Year Transportation Improvement Program in effect at the time of traffic analysis submittal. The existing road network and State and County Five-Year Road Program improvements with construction scheduled to commence before the end of the Five-Year Analysis Period shall be the Test 2 Road Network assumed in the analysis. **[Ord. 2006-043]**
[Ord. 2010-022]

1. The Total Traffic peak hour directional volumes shall be compared to the applicable thresholds in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#). The applicable facility class for each Link shall be determined on the basis of the number of traffic signals per mile anticipated to be in place at the five-year analysis time frame. Additionally, for all Links where the Total Traffic peak hour directional volumes exceed the applicable threshold and for all Links where the uninterrupted flow service volume has been utilized, the Major Intersections on each end of the Link shall be analyzed. If the Link is on Southern Boulevard, the at-grade intersection created by an Urban Interchange shall not be considered the intersection at the end of the Link since the intersection is actually not on Southern Boulevard. The Project shall include the next intersection with Southern Boulevard for analysis and compliance. The Project shall pass Test 2 if: **[Ord. 2006-043]** **[Ord. 2007-013]** **[Ord. 2010-022]**
 - a. the Total Traffic peak hour directional volume on the Link is less than the applicable thresholds in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#); and **[Ord. 2006-043]** **[Ord. 2010-022]**
 - b. For Links utilizing the uninterrupted flow service volume, the intersections are below the 1,500 Critical Volume or below the Delay Threshold in [Table 12.B.2.C-5 2B, LOS E Intersection Thresholds](#). **[Ord. 2010-022]**
 For Links not utilizing the uninterrupted flow service volumes, where the Total Traffic peak hour directional volumes exceed the applicable threshold but the intersections at the end of the failing Link are below the 1,500 Critical Volume or below the Delay Threshold in [Table 12.B.2.C-5 2B, LOS E Intersection Thresholds](#) a more detailed analysis as outlined in the Optional Analysis may be completed to demonstrate compliance with Test 2. Otherwise, the Project fails Test 2. **[Ord. 2010-022]**
2. Optional Analysis – The HCM Arterial Analysis Operational methodology shall be conducted. For these Links, the project shall demonstrate that the Total Traffic peak hour directional volumes do not result in an average speed on the Segment that is lower than the speed thresholds for LOS E as defined in [Table 12.B.2.C-6 2C, LOS E Speed Thresholds](#). If the speed is lower than LOS E, then the project fails Test 2. If the speed is equal to or higher than the LOS E speed threshold, then the project shall pass Test 2. **[Ord. 2006-043]** **[Ord. 2007-013]** **[Ord. 2010-022]**
3. The Applicant may make Link or intersection improvements in accordance with published Palm Beach County or Florida Department of Transportation Design and Traffic Engineering Standards, as applicable, in order to satisfy Test 2. **[Ord. 2010-022]**

C. Level of Service Standard

1. The LOS D Standard Service Volumes as to Average Daily Traffic, Peak Hour Traffic two-way and Peak Season, Peak Direction (Test 1 for Links are set forth in [Table 12.B.2.C-1 1A, LOS D Link Service Volumes](#). The LOS D thresholds relative to intersections are set forth in [Table 12.B.2.C-2 1B, LOS D Intersection Thresholds](#). The LOS D threshold associated with the HCM arterial analysis in terms of speed is provided in [Table 12.B.2.C-3 1C, LOS D Speed Thresholds](#).
2. The LOS E Standard Service Volumes for Average Daily Traffic, Peak Hour Traffic two-way and Peak Season, Peak Direction (Test 2 for Links) are set forth in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#), The LOS E thresholds relative to intersections are set forth in [Table 12.B.2.C-5 2B, LOS E Intersection Thresholds](#). The LOS E thresholds associated with the HCM arterial analysis in terms of speed are provided in [Table 12.B.2.C-6 2C, LOS E Speed Thresholds](#). **[Ord. 2006-043]**
3. For roads on the SIS, SIS Connectors, FIHS, and TRIP-funded facilities, the LOS standard shall be LOS D in Urban Areas, LOS C in Transitioning Urban Areas, Urban Areas, or Communities; and LOS

B in Rural Areas as adopted by the FDOT. This standard must be met for roadways on a Peak Hour, Peak Direction basis, in accordance with the methodologies specified in FDOT Rule 14-94. [Ord. 2007-013]

4. A different service volume may be adopted for a specific road or intersection as part of the Plan as a CRALLS. A required roadway improvement that is the subject of a Development Order condition may not be necessary due to the adoption of a CRALLS. An Applicant with a Project that has a Development Order condition for a roadway improvement or is phased to the unnecessary roadway improvement may request the appropriate governing body to remove the applicable roadway phasing condition. The application may be approved provided that the Concurrency Reservation (for Unincorporated Projects) or determination of the County Engineer (for Municipal Projects) has been amended to delete the applicable roadway phasing condition. If a Project has relied upon a CRALLS volume on a roadway and/or intersection to meet the standard, the subsequent subdivision of that Project into separate lots shall still require all parcels or lots in their entirety taken together of that subdivision to be addressed against the standard and any required CRALLS mitigation for the overall Project to be completed by the developers of the separate lots. [Ord. 2010-022]

Table 12.B.2.C-1 1A – LOS D Link Service Volumes

Facility Type	ADT	Peak Hour, Two Way	Peak Hour, Peak Direction		
			Class I	Class II	Uninterrupted Flow
2 lanes undivided (1) 2L	15,200	1,480	880	810	1,140
2 lanes one-way 2LO	19,900		2,350	2,120	
3 lanes two-way 3L	15,200	1,480	880	810	
3 lanes one-way 3LO	30,200		3,530	3,220	
4 lanes undivided (1) 4L	31,500	3,060	1,860	1,680	3,150
4 lanes divided 4LD	33,200	3,220	1,960	1,770	3,320
5 lanes two-way 5L	33,200	3,220	1,960	1,770	
6 lanes divided 6LD	50,300	4,880	2,940	2,680	4,980
8 lanes divided 8LD	67,300	6,530	3,940	3,590	
4 lanes expressway 4LX	73,600	6,770	3,720		
6 lanes expressway 6LX	110,300	10,150	5,580		
8 lanes expressway 8LX	146,500	13,480	7,420		
10 lanes expressway 10LX	184,000	16,930	9,320		

[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]

Notes:
Based on the 2009 FDOT Quality/LOS Handbook.

1. Service volumes for “undivided” roadways assume exclusive left-turn lanes are provided at signalized intersections. If there are no left-turn lanes, reduce these values by 20 percent.

Table 12.B.2.C-2 1B – LOS D Intersection Thresholds

LOS	Critical Movement	HCM Operational Analysis
D	1,400	Greater than 35.0 to 55.0 seconds of delay

Notes:
The delay identifies seconds of delay greater than 35.0 and less than or equal to 55.0.

Table 12.B.2.C-3 1C – LOS D Speed Thresholds

Urban Street Class	I	II	III
Range of Free Flow Speeds (FFS)	55 to 45 miles per hour	45 to 35 miles per hour	35 to 30 miles per hour
Typical FFS	50 miles per hour	40 miles per hour	35 miles per hour
LOS	Average Travel Speed (Miles per Hour)		
D	Greater than 21 to 27	Greater than 17 to 22	Greater than 14 to 18

Notes:
Speed values refer to a “range” of values that will achieve LOS D. For example speeds greater than 21 but less than or equal to 27 miles per hour will all be LOS D for a Class I roadway.

Table 12.B.2.C-4 2A – LOS E Link Service Volumes

Facility Type		ADT	Peak Hour Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided (1)	2L	16,200	1,570	880	860	1,440
2 lanes one-way	2LO	21,100		2,350	2,240	
3 lanes two-way	3L	16,200	1,570	880	860	
3 lanes one-way	3LO	31,900		3,530	3,400	
4 lanes undivided (1)	4L	33,300	3,230	1,860	1,780	3,570
4 lanes divided	4LD	35,100	3,400	1,960	1,870	3,760
5 lanes two-way	5L	35,100	3,400	1,960	1,870	
6 lanes divided	6LD	53,100	5,150	2,940	2,830	5,650
8 lanes divided	8LD	70,900	6,880	3,940	3,780	
4 lanes expressway	4LX	79,400	7,300	4,020		
6 lanes expressway	6LX	122,700	11,290	6,200		
8 lanes expressway	8LX	166,000	15,270	8,400		
10 lanes expressway	10LX	209,200	19,250	10,580		

[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]

Notes:
Based on the 2009 FDOT Quality/LOS Handbook.

1. Service volumes for "undivided" roadways assume exclusive left-turn lanes are provided at signalized intersections. If there are no left-turn lanes, reduce these values by 20 percent.

Table 12.B.2.C-5 2B – LOS E Intersection Thresholds

LOS	Critical Movement	HCM Operational Analysis
E	1,500	Greater than 55.0 to 80.0 seconds of delay

Notes:
The delay identifies seconds of delay greater than 55.0 and less than or equal to 80.0.

Table 12.B.2.C-6 2C – LOS E Speed Thresholds

Urban Street Class	I	II	III
Range of Free Flow Speeds (FFS)	55 to 45 miles per hour	45 to 35 miles per hour	35 to 30 miles per hour
Typical FFS	50 miles per hour	40 miles per hour	35 miles per hour
LOS	Average Travel Speed (Miles per Hour)		
E	Greater than 16 to 21	Greater than 13 to 17	Greater than 10 to 14

Notes:
Speed values refer to a "range" of values that will achieve LOS D. For example speeds greater than 21 but less than or equal to 27 miles per hour will all be LOS D for a Class I roadway.

D. Radius of Development Influence/Project Significance

[Table 12.B.2.D-7 3A](#) represents the Radius of Development Influence for the specific volume of the proposed Project's Net Trips. [Ord. 2006-043] [Ord. 2007-013]

Table 12.B.2.D-7 3A – Radius of Development Influence

Net External Peak Hour		Two-Way Trip Generation	Radius
1	through	20	Directly accessed Link(s)
21	through	50	0.5 miles
51	through	100	1 mile
101	through	500	2 miles
501	through	1,000	3 miles
1,001	through	2,000	4 miles
2,001	and	Up	5 miles

[Ord. 2005-002] [Ord. 2006-043] [Ord. 2007-013] [Ord. 2010-022]

Table 12.B.2.D-9 3C – Test 1 Levels of Significance

Facility	All Links (except I-95 and the Turnpike)	I-95/Turnpike
Significance Level	1% LOS D within Radius, 5% LOS D outside Radius	5% LOS D

[Ord. 2006-043]

Table 12.B.2.D-10 3D – Test 2 Levels of Significance

Facility	All Links (except I-95 and the Turnpike)	I-95/Turnpike
Significance Level	3% LOS E within Radius, 5% LOS E outside Radius	5% LOS E

[Ord. 2006-043]

1. For Test 1, a Project must address those Links within the Radius of Development Influence on which its Net Trips are greater than one percent of the LOS D of the Link affected on a peak hour peak direction basis AND those Links outside the Radius of Development Influence on which its Net Trips are greater than five percent of the LOS D of the Link affected on a peak hour peak direction basis up to the limits set forth in [Table 12.B.2.C-1 1A, LOS D Link Service Volumes](#). Provided, in all cases, I-95 and Florida's Turnpike shall be addressed only if Net Trips on these facilities are greater than five percent of the LOS D of the Link affected on a peak hour peak direction basis up to the limits set forth in [Table 12.B.2.C-1 1A, LOS D Link Service Volumes](#). [Ord. 2006-043] [Ord. 2007-013] [Ord. 2010-022]
2. For Test 2, a Project must address those Links within the Radius of Development Influence on which its Net Trips are greater than three percent of the LOS E of the Link affected on a peak hour peak direction basis up to the limits set forth in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#) AND those Links outside the Radius of Development Influence on which its Net Trips are greater than five percent of the LOS E of the Link affected on a peak hour peak direction basis up to the limits set forth in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#). Provided, in all cases, I-95 and Florida's Turnpike shall be addressed only if Net Trips on these facilities are greater than five percent of the LOS E of the Link affected on a peak hour peak direction basis up to the limits set forth in [Table 12.B.2.C-4 2A, LOS E Link Service Volumes](#). [Ord. 2006-043] [Ord. 2007-013] [Ord. 2010-022]
3. Pursuant to [F.S. § 163.3180\(6\)](#), any Project which is below the significance level identified in [Table 12.B.2.D-9 3C, Test 1 Levels of Significance](#) on a Link within its Radius of Development Influence that has been identified as ineligible for *de minimis* exception by the Florida Department of Community Affairs (DCA) must still meet the requirements of Test 1 for that Link. This Subsection shall not apply to a Project that consists of one Single Family home on an existing lot. [Ord. 2007-013] [Ord. 2008-003]

E. Phasing

Phasing may be utilized by the Applicant to establish compliance with this standard if all of the following conditions are met:

1. The proposed Project is able to comply with all the other Concurrency Requirements of the Plan in the Unincorporated Area.
2. The proposed phasing results in the proposed Project complying with the standards set forth in this Chapter.
3. The proposed phasing comports with the extent and timing of the Assured Construction.
4. The County Engineer confirms that construction is in fact Assured Construction.
5. For any Assured Construction which is to be completed by the Applicant as to the Unincorporated Area, the Applicant must agree in writing prior to approval of the Traffic Impact Study that a Condition of Approval must be imposed or an Agreement executed and sufficient Performance Security must be required; and as to the Incorporated Area either an Agreement must be executed by all parties prior to or concurrent with the issuance of the Site Specific Development Order, or the Site Specific Development Order must have as a condition the completion of the Assured Construction and timely posting of Performance Security. **[Ord. 2007-013]**
6. Building Permits for that portion of a Project approved with phasing which if standing alone would be the Entitlement phase of the Project may be issued notwithstanding the standards in this Chapter.
7. Conditions of the Development Order are imposed or an Agreement is entered which ensure permits are restricted in accordance with the phasing.
8. Phasing shall be controlled by the non-issuance of Building Permits. Phasing may not occur by issuing Building Permits for any of the phased units or square feet and withholding the CO, inspections, or other items subsequent to the issuance of Building Permits. Local Government may control phasing by a means prior to the issuance of Building Permits.

9. For any Project that has an approved buildout time frame of 20 years or greater (including buildout time extensions) and is required to phase to intersection improvements more than three miles from the Project site, the Level of Service at the intersection may be reevaluated in light of existing and projected turning movement volumes from the TPS Database after the Project has received Certificates of Occupancy for development generating more than 50 percent of its Approved Trips on a peak hour basis. If it is projected that the adopted LOS can be maintained at buildout of the Project, then the Project may continue to pull Building Permits past the intersection improvement phasing threshold and the improvement no longer needs to be assured. The Project shall be required to monitor the intersection on a biennial basis until two years after the final Certificate of Occupancy to determine the need for any improvements to maintain the adopted Level of Service. If subsequent monitoring shows that the originally-required intersection improvement or an alternative improvement is necessary to maintain the adopted LOS at the originally-required intersection, then the phasing condition in the Project Development Order for the intersection improvement shall be administratively amended to include the new phasing threshold, after which no Building Permits may be issued until construction of the improvement has commenced. Construction of the intersection improvement shall be assured within six months of the date of the amended Project Development Order. If, however, it is a DRI with a Project Buildout of more than five years, then construction of the improvement shall be assured no less than three years prior to the date of the new phasing threshold. **[Ord. 2010-022]**

F. Reliance on Assured Road Construction

If a Project is approved or phased based on Assured Construction, Building Permits shall be granted for the phase or portion of the Project approved based on the Assured Construction no sooner than the award of a contract by a governmental agency for the construction of the improvement, or commencement of construction, subject to the following:

1. If intersection improvements are required to meet Test 1 and there is a scheduled road construction Project which would incorporate all or a portion of such intersection improvements, then the County Engineer, in his/her sole and exclusive discretion, may require payment for the cost of such intersection improvement provided all other requirements of the TPS have been satisfied. In that event, upon receipt of the payment, Building Permits shall be granted for a portion of the Project which is phased to such intersection improvements. The payment shall be based on a certified engineering estimate accepted by the County Engineer.
2. If the Assured Construction is in PBC's Five-Year Road Program Ordinance as construction, or the FDOT's Adopted Work Program for construction, and was relied upon for the issuance of the Site Specific Development Order and the construction is subsequently deleted from the PBC Five-Year Road Program Ordinance, or the FDOT's Adopted Work Program, Building Permits for development that was phased to that Assured Construction shall be issued, but not sooner than the end of the fiscal year construction was to commence. For purposes of this paragraph, "deleted" shall mean the elimination of the construction project, the material reduction in the scope of construction work or funding thereof (as it affects the construction project), the postponement of the construction project for more than two years (one year for projects approved prior to June 16, 1992) beyond the year the construction was originally programmed in PBC's Five-Year Road Program or the FDOT's Adopted Work Program. **[Ord. 2007-013]**
3. Three-Year Grace Period notwithstanding the requirements in this Subsection, a Project may receive a Building Permit if the required roadway improvements are in the first three years of PBC's Five-Year Road Program, and the Project is one of the following:
 - a. located in the residential exception area per Transportation Element Policy 1.2-a;
 - b. located in the Glades communities, delineated as the areas in the Urban/Suburban (U/S) Tier immediately east of Lake Okeechobee, and the areas with urban densities in the rural towns of Lake Harbor and Canal Point;
 - c. located in the Redevelopment and Revitalization Overlay; or,
 - d. the Project is a facility that is wholly owned and operated by State or Local Government, or a public or private school as defined in the Introduction and Administration Element of the Plan.

G. Development of Regional Impact (DRI)

Development Orders for a DRI with a Project Buildout of more than five years may meet Test 1 based on Development Order conditions that phase Building Permits to the commencement of Assured Construction for the first five years of the Project and the construction of identified roadway Links in the 2020 Plan Network beyond the first five years of the Project. Any roadway improvement required beyond the first five years must be Assured Construction not less than three years before the date that the roadway improvement is required. No Building Permits within the DRI that are phased to a roadway improvement may be issued until the roadway improvement that the Building Permits are phased to is under construction.

Notwithstanding the provisions above, any Project which is a DRI, located east of I-95, which is phased to any single roadway Project costing in excess of 15 million dollars, may consider that roadway project to be under construction for the purpose of issuing Building Permits if the roadway project is in the first three years of an adopted work program. The DRI Development Order must include a condition that the roadway project must be under construction no more than three years after the CO (or functional equivalent) for the portion of the development that precipitated the need for the roadway project.

CHAPTER C TRAFFIC IMPACT STUDIES

Section 1 Traffic Impact Study

A. Scope

A Traffic Impact Study shall be required for any proposed Project, except as set forth in [Art. 12.D.1.C, No Study Needed](#). It shall be presented concisely using maps whenever practicable; and shall state all assumptions and sources of information. **[Ord. 2007-013]**

B. Criteria

The following criteria shall be addressed:

1. Level of Service (LOS)

The Adopted LOS for Test 1 and Test 2, as applicable, for all Major Thoroughfares within the applicable Radius of Development Influence shall be used.

2. Radii of Development Influence

The traffic study shall use the Radius of Development Influence for Test 1 and Test 2. **[Ord. 2007-013]**

3. Projected Buildout Period

a. Assumption

The Buildout Period of the Project shall be set forth in the Traffic Impact Study and shall be subject to the review and approval of the County Engineer, based on the following criteria: **[Ord. 2007-013]**

- 1) The size, type, and location of the proposed Project. **[Ord. 2007-013]**
- 2) Customary Buildout Periods for Projects of similar size, type, and location. **[Ord. 2007-013]**
- 3) Any other factors or conditions relevant to the specific Project, including special market conditions and schedules of Assured Construction. **[Ord. 2007-013]**

b. Enforcement

For enforcement purposes, the Buildout Period of the Project shall be deemed complete if any of the following is true: **[Ord. 2007-013]**

- 1) In the case of a non-residential project, final COs have been issued for interior tenant improvements for 80 percent of the gross leasable area. **[Ord. 2007-013]**
- 2) In the case of residential projects with: **[Ord. 2007-013]**
 - a) a Development Order issued on or before August 27, 2007; **[Ord. 2007-013]**
 - b) a Project Buildout Condition of Approval in the Development Order; and, **[Ord. 2007-013]**
 - c) 80 percent or more of the total lots platted not more than four years after the expiration of the Project Buildout Condition of Approval in the Development Order, the completion of the proposed project shall be issuance of Building Permits for 50 percent plus one of the total project units as set forth in the Master Plan or Site Plan as applicable. **[Ord. 2007-013]**
- 3) In the case of residential projects with: **[Ord. 2007-013]**
 - a) a Development Order issued on or before August 27, 2007; **[Ord. 2007-013]**
 - b) a Project Buildout Condition of Approval in the Development Order; and, **[Ord. 2007-013]**
 - c) less than 80 percent of the total lots platted no more than four years after the expiration of the Project Buildout Condition of Approval in the Development Order, the completion of the propose project shall be issuance of Building Permits for 80 percent of the total project units as set forth in the Master Plan or Site Plan as applicable. **[Ord. 2007-013]**
- 4) In the case of residential projects with: **[Ord. 2007-013]**
 - a) a Development Order issued on or before August 27, 2007; **[Ord. 2007-013]**
 - b) that do not have a Project Buildout Condition of Approval in the Development Order; and, **[Ord. 2007-013]**
 - c) that have received Building Permits for 80 percent of the total project units as set forth in the Master Plan or Site Plan as applicable the project shall be deemed complete for the purposes of this Section. **[Ord. 2007-013]**
- 5) In the case of residential projects with: **[Ord. 2007-013]**
 - a) a Development Order issued after August 27, 2007; and **[Ord. 2007-013]**

- b) a buildout Condition of Approval in the Development Order, the completion of the proposed project shall be the issuance of Building Permits for 80 percent of the total project units as set forth in the Master Plan or Site Plan as applicable. **[Ord. 2007-013]**
- 6) For the purpose of implementing the aforementioned rules: **[Ord. 2007-013]**
 - a) residential projects which have received Building Permits for 50 percent or less of the total project units (as set forth in the Master Plan or Site Plan as applicable) as of the date of expiration of the buildout Condition of Approval shall not receive any additional Building Permits until such time as a time extension for the buildout Condition of Approval is approved by the County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request; **[Ord. 2007-013]**
 - b) residential projects which have received Building Permits for 80 percent or more of the total project units (as set forth in the Master Plan or Site Plan as applicable) as of the date of expiration of the buildout Condition of Approval shall be considered complete; **[Ord. 2007-013]**
 - c) residential projects which have received Building Permits for at least 50 percent plus one, but less than 80 percent, of the total projects units (as set for in the Master Plan or Site Plan as applicable) as of the date of expiration of the buildout Condition of Approval shall not receive any additional Building Permits until either: **[Ord. 2007-013]**
 - (1) 80 percent or more of the total lots have been platted no more than four years after the expiration of the Project Buildout Condition of Approval in the Development Order, in which case the project shall be deemed complete; **[Ord. 2007-013]**
 - (2) a time extension for the buildout Condition of Approval is approved by the County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request. **[Ord. 2007-013]**
- 4. **Project Phasing**
The traffic study may reflect a proposed phasing schedule for the development of the proposed Project. This schedule shall address the time at which each phase will place traffic impacts on the Major Thoroughfares within the Radius of Development Influence and shall include the following:
 - a. **Generation**
Project Traffic figures and assignments for each proposed phase; and
 - b. **Assured Construction**
Where the evaluation of phased traffic impact includes the effect of Assured Construction, sufficient information regarding the proposed construction to ensure that the roadways realistically will be constructed at the times stated.
- 5. **Peak Hours**
Generally, the study shall address the a.m. and p.m. peak hours, total Peak Hour Traffic, unless traffic characteristics dictate that only one of the peak hours is analyzed. In some cases, the County Engineer, may still require analysis of other peak hours where indicated by accepted traffic engineering principles. The total peak hours analyzed shall not exceed two in number.
 - a. The afternoon peak hour between four and seven p.m. during the Peak Season shall be studied in all cases. Generally, the morning peak hour between six and nine a.m. during the Peak Season shall be also studied, unless higher volumes occur outside of the six to nine a.m. period at the intersection are observed. In that case other peak hours outside of the six to nine a.m. period during the Peak Season shall be used.
 - b. Each a.m. and p.m. peak hour shall be the highest sum of the volume on the approaches to the intersection. It shall be the highest sum of four continuous 15-minute periods.
 - c. Once the a.m. and p.m. peak hours are established, the Peak Hour Net Trips shall be assigned to the Major Intersection and Link for the peak hours studied.
- 6. **Off-Peak to Peak Season Factors**
Off-Peak to Peak Season factors shall be established by the County Engineer for various areas of PBC based upon the best available data and generally accepted traffic engineering principles. Other factors based on generally accepted traffic engineering principles shall be used to update data where newer data cannot be obtained.
- 7. **Compliance**
The analysis must demonstrate compliance with the standards contained in Test 1 and Test 2.
- 8. **Professional Services**
The traffic study shall be prepared, sealed, and signed by a qualified professional engineer, licensed to practice in the State of Florida and practicing traffic engineering.

9. List

A list of Municipalities within the proposed Project's Radius of Development Influence.

10. Site-Related Improvements

In addition to the Link and intersection standards and studies, all peak hour(s) turning movements (including Pass-by Trips) shall be shown and analyzed for all points where the Project's traffic meets the Project Accessed Links and other roads where traffic control or geometric changes may be needed, as determined by the County Engineer. Recommendations shall be made concerning signalization, turn lanes, or other improvements. PBC may require such improvements in the Unincorporated Areas to ensure the safe and orderly flow of traffic.

C. Traffic Volume Components

The Traffic Impact Study shall address the Total Traffic volumes at the Project Buildout Year and the Five-Year Analysis Period as outlined for Test 1 and Test 2. **[Ord. 2006-043] [Ord. 2007-013]**

1. Existing Traffic (Peak Season Peak Hour Traffic)

Peak Hour Traffic, two-way and directional shall be counted by PBC during the Peak Season as defined in this Article. Where current data (collected no more than 30 months prior to submittal of the Traffic Impact Study) are not available the Project shall conduct counts or upon approval by the County Engineer may establish the Peak Hour Traffic using approved K and D factors. **[Ord. 2007-013]**

a. Counts

The Applicant may provide traffic counts in accordance with accepted traffic engineering principles. Counts shall be made during any continuous two-hour period on a weekday between 6:00 a.m. and 9:00 a.m. for any a.m. counts and 4:00 p.m. and 7:00 p.m. for p.m. counts. There shall be no counts on Fridays and legal holidays, unless otherwise authorized or required by the County Engineer, in accordance with accepted traffic engineering principles. All data are subject to review and acceptance by the County Engineer based upon accepted traffic engineering principles.

b. Factors

Where a Peak Season, Off-Peak Season, or directional traffic count is not readily available, the count for the Link or Intersection may be established using factors established by the County Engineer for various areas of PBC based on the best available data and generally accepted traffic engineering principles. **[Ord. 2007-013]**

2. Traffic Generation

Traffic generated by the Project shall be computed in the following manner:

a. Rates

To estimate daily and peak hour trips generated from the Project, trip rates published on the PBC Traffic Engineering website shall be used. If the use in the proposed Project is not listed in the PBC Traffic Engineering website Trip Generation tables, then the latest available Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be used. A prior consultation with the County Traffic Engineer is required before using trip rates, other than that published on the PBC Traffic Engineering website. If the Applicant feels that any other method to estimate trips would provide more realistic trip estimate for the proposed Project, prior consultation and approval from the County Engineer is required. **[Ord. 2014-025]**

b. Local Conditions

The County Engineer shall publish, and update from time to time, trip generation rates for local conditions and, if applicable, these rates shall be used instead of the ITE rates.

c. Similar Developments

Actual traffic counts which establish the generation rate at three similar developments located in similar areas as the one proposed may be used if approved by the County Engineer in accordance with accepted traffic engineering principles. These counts shall be made for the weekdays (excluding legal holidays) as set forth in [Art. 12.C.1.B.5, Peak Hours](#), for each site and averaged.

d. Internal Traffic

It is acknowledged that some trips generated by mixed use Projects do not exit the Project or enter the Major Thoroughfare system. Unless approved by the County Engineer, credit against the trip generation of a proposed Project shall not exceed ten percent of the gross trip generation of the Project, not including internalization between Service Station and Convenience Store uses. Additionally, credit for any individual land use within the proposed Project shall not exceed ten percent of the gross trip generation for the land use, except as provided herein. Internalization between Service Station and Convenience Store uses is established at 32 percent of the gross trip generation of the Convenience Store use.

e. Pass-by Trips

It is acknowledged that some trips generated by a proposed non-residential Project are from existing traffic passing the proposed Project and are not newly-generated trips. Credit against the trip generation of the proposed Project may be taken for these trips as published on the PBC Traffic Engineering website Trip Generation tables or in the latest Trip Generation Handbook, published by the Institute of Transportation Engineers (ITE), or as approved by the County Engineer. The study must detail: (1) all traffic generated from the Project; and (2) the number of Pass-By Trips subtracted from the traffic generated by the Project during the Buildout Period of the Project. Pass-by rates for uses other than those listed in the PBC Traffic Engineering website or the ITE Trip Generation Handbook, and any percentage credit proposed to be taken in excess of that mentioned in this Article, must be justified based on accepted traffic engineering principles to the satisfaction of the County Engineer as part of the required traffic study, based upon the peculiar characteristics and location of the proposed Project. Factors which should be considered in determining a different pass-by rate include type and size of land use, location with respect to service population, location with respect to competing uses, location with respect to the surrounding Major Thoroughfare system, and existing and projected traffic volumes. In no case shall the number of Pass-By Trips exceed 25 percent of Existing Traffic plus Background Traffic on the Link, unless demonstrated otherwise to the satisfaction of the County Engineer based on generally accepted traffic engineering principles. **[Ord. 2014-025]**

3. Traffic Assignment

Total Traffic shall be computed, and traffic assignments of the Net Trips made, for each Link and Major Intersection within the Projects Radius of Development Influence and Test 2 Radius of Development Influence in conformity with accepted traffic engineering principles for both Test 1, and Test 2. The assignments shall address phasing and cover the Buildout Period of the Project for Test 1 and a five-year period for Test 2. **[Ord. 2006-043]**

4. Background Traffic

a. General

Existing traffic volumes will likely change during the Buildout Period of the proposed Project and during the five-year Test 2 analysis period. The traffic study must account for this change in traffic based on Background Traffic during the Buildout Period of the proposed Project and five-year Test 2 analysis periods. The Projection of Background Traffic shall generally be based upon the information set forth in the TPS Database, and shall be established in accordance with the requirements set forth in this Article and accepted engineering principles. It is recognized that errors and omissions may occur in the TPS Database which may need to be accounted for in a traffic study. The traffic study shall be amended to include any correction of errors or omissions in the TPS Database, so long as either the engineer preparing the traffic study or the County notifies the other party within 30 days of the initial submission of the traffic study and the error or omission should have been included in the database prior to the date of the initial submission of the traffic study. This change in traffic shall be shown as it relates to the proposed phasing. The Projection of Background Traffic during the Buildout Period of the proposed Project and five-year Test 2 analysis period shall generally be based upon the TPS Database, and subject to the review and approval of the County Engineer, using the following criteria: **[Ord. 2006-043] [Ord. 2011-016]**

- 1) Historical growth shown on tables of County Engineer;
- 2) Characteristics of growth in the Radius of Development Influence;
- 3) Extent of existing, approved, and anticipated development in the Radius of Development Influence;
- 4) Types and sizes of development in the area;
- 5) Traffic circulation in the area;
- 6) Major Projects' impact;
- 7) New and assured road construction.

b. Historical Growth Tables

Using the Historical Traffic Growth Tables of the County Engineer, the study shall forecast the change in traffic volumes based on Background Traffic within the proposed Project's Radius of Development Influence during the Buildout Period of the proposed Project. The Historical Growth Tables shall be based on historical daily traffic volumes. However, this change shall be applied on an average peak hour basis and a Peak Season, Peak Hours, Peak Direction basis if optional analyses are selected. The effect of residential and non-residential projects shall be considered in projecting the increase or decrease in traffic volumes so as to ensure that there is no double counting or omission in Background Traffic. In using the Historical Growth Tables, engineering

judgment shall be used to take into account special circumstances such as the opening of a parallel road or a high traffic generation that may distort the growth trend. For Projects with a lengthy buildout time (five years or more) an area-wide growth rate using a number of locations in the tables may be appropriate. No growth rate less than zero percent may be used without approval of the County Engineer when the growth rate is a negative. Zero percent shall be used unless approved by the County Engineer. **[Ord. 2006-043] [Ord. 2007-013]**

c. TPS Database

Using the TPS Database, all traffic from the unbuilt portion of Projects which have received a concurrency reservation prior to the County Engineer's approval of the proposed Project's traffic study which will add significant trips to any Link within the proposed Project's Radius of Development Influence during the Buildout Period of proposed Project shall be specifically accounted for in projecting Traffic for Test 1. For Major Intersections, the TPS Database shall specifically account for all Project Traffic volumes if at least one approach to the intersection has a Project Traffic volume greater than or equal to one percent of the adopted LOS D. No double counting of trips shall occur. For Test 2, only the traffic generated from the unbuilt portions of the Projects as set forth above which are projected to be built during the Five-Year Analysis Period shall be considered. **[Ord. 2005-002] [Ord. 2006-043] [Ord. 2009-040]**

5. Assured Construction

Assured Construction shall be considered completed as scheduled at the time of submittal of the Traffic Impact Study for the purpose of preparation of the study. Whether it is in fact Assured Construction and the timing of the Assured Construction shall be subject to the confirmation of the County Engineer. The Traffic Impact Study shall specifically identify the need for phasing based on Assured Construction. **[Ord. 2007-013]**

Section 2 Conditions

The Concurrency Reservation or Site Specific Development Order shall contain such conditions as are necessary to ensure compliance with this Article. The Local Governments, including the legislative and administrative boards, the DRO, and officials, issuing Concurrency Reservations or Site Specific Development Orders are authorized to, and shall, impose such conditions. The Local Governments including the legislative and administrative boards, the DRO, and officials shall require where necessary to ensure compliance with this Section that an Agreement be executed prior to the issuance of the Site Specific Development Order. Performance Security shall be required to ensure compliance with the conditions or performance under the Agreement or Condition of Approval. The Agreement or Conditions of Approval shall be binding on the owner, its successors, assigns, and heirs; and it, or notice thereof, shall be recorded in the Official Records of the Clerk of the Circuit Court in and for PBC, Florida.

CHAPTER D PROCEDURE

Section 1 Required Submission of Impact Study

A. Application Procedure

Prior to acceptance of any application for a Site Specific Development Order in the Unincorporated Area, or issuance of a Site Specific Development Order in the Incorporated Area, a non-refundable application fee established by the BCC from time to time to defray the actual cost for processing the application, shall be submitted along with the Traffic Impact Study or documentation sufficient to establish that the application is not subject to the standards of this Article.

In order to receive a time extension pursuant to [Art. 2.E, Monitoring of Development Orders \(DOs\) and Conditions of Approval](#), the Applicant shall be required to submit either: **[Ord. 2007-013]**

1. A new Traffic Impact Study that meets the standards of this Article in effect at the time the extension is requested; or **[Ord. 2007-013]**
2. Documentation sufficient to establish that the Project with the additional time provided by the extension meets the standards of this Article in effect at the time the extension is requested. **[Ord. 2007-013]**

B. Review by County Engineer

The County Engineer or Municipal Engineer, as applicable, shall review the information submitted pursuant to this Article and determine whether the proposed Project complies with this Article. In the Unincorporated Area the County Engineer shall coordinate with the Planning Division whether the Site Specific Development Order meets the other Concurrency Requirements of the Plan. The procedures set forth in the Adequate Public Facilities Chapter, shall control; except as to any appeals from this Article, in which

case [Art. 12.F, Appeals](#), of this Article shall control. Nothing herein or in the Adequate Public Facilities Chapter shall preclude direct informal communication between the County Engineer and the Applicant or his agents. In the Unincorporated Area, a statement that an application for a Site Specific Development Order is being considered shall be sent to any Municipality within the proposed Project's Radius of Development Influence 30 days prior to the issuance of the Site Specific Development Order for all proposed Projects generating more than 100 Gross Peak Hour Trips. The statement shall be sent by U.S. Mail, or hand delivered.

C. No Study Needed

1. Residential

New residential Projects generating fewer than or equal to 20 Gross Peak Hour Trips based on PBC's adopted trip generation rates shall not be required to submit a Traffic Impact Study. The Net Trips shall be distributed over the Major Thoroughfare system by the County Engineer in accordance with generally accepted traffic engineering principles.

2. Non-Residential

Non-residential Projects generating less than or equal to 20 Gross Peak Hour Trips based on PBC's adopted trip generation's rates shall not be required to submit a Traffic Impact Study. The Net Trips shall be distributed over the Major Thoroughfare system by the County Engineer or in accordance with generally accepted traffic engineering principles.

3. Amendments

Projects generating less than or equal to 20 Gross Peak Hour Trips based on PBC's adopted trip generations rates shall not be required to submit a Traffic Impact Study for an amendment, provided the total Project, including the amendment, does not exceed 20 Gross Peak Hour Trips. The Net Trips shall be distributed over the Major Thoroughfare system by the County Engineer in accordance with generally accepted traffic engineering principles.

Section 2 Review of Traffic Impact Study

A. County Engineer Review

On all proposed Projects having more than 100 Gross Peak Hour Trips, the County Engineer shall have sole authority for reviewing Traffic Impact Studies for purposes of determining compliance with this Article.

B. Municipal Review

On all other proposed Projects the Municipality shall perform such review unless the Municipality provides in writing, delivered to the County, that the Municipality elects to require review by the County Engineer. If the Municipality elects to perform the review, it shall be done by a Municipal Engineer. The review shall be in accordance with the requirements of this Article. In the case of Municipal review, 30 days prior to approval of the application for the Site Specific Development Order, the Traffic Impact Study, along with the determination of the reviewing traffic engineer, shall be sent to the County Engineer, c/o Traffic Division, 2300 North Jog Road, West Palm Beach, Florida, 33411. A statement that the Municipality is considering an application for a Site Specific Development Order shall also be sent to any Municipality within the Project's Radius of Development Influence involved 30 days prior to issuance of the Site Specific Development Order for all proposed Projects generating more than one 100 Gross Peak Hour Trips. All documents under this Article shall be sent by U.S. Mail, or hand delivered.

C. Prohibitions

1. In the case of all Site Specific Development Orders issued by the DRO, no application shall be certified for inclusion on the DRO agenda if issuance of the Site Specific Development Order would be prohibited by this Article.
2. In the case of all other Site Specific Development Orders in the Unincorporated Area, no application shall be accepted if issuance of the Site Specific Development Order would be prohibited by this Article.
3. In all cases in the Unincorporated Area if the Site Specific Development Order does not meet the other Concurrency Requirements of the Plan, no application shall be certified for inclusion on an agenda of a reviewing body or accepted, as the case may be, except as otherwise provided by [Art. 2.F, Concurrency \(Adequate Public Facility Standards\)](#).
4. In the case of all Site Specific Development Order in the Incorporated Area, no Site Specific Development Order shall be issued if such issuance would be prohibited by this Article. In no case shall the Site Specific Development Order be issued prior to 30 days following delivery of the notice in accordance with [Art. 12.D.2.B, Municipal Review](#).

D. Appeals

Determinations of the County Engineer or Municipal Engineer must be in writing and any denial shall state the reasons thereof. Determinations of denial may be appealed pursuant to [Art. 12.F, Appeals](#).

Section 3 Approval of Traffic Impact Study

When the County Engineer has found the proposed Traffic Impact Study to comply with the requirements of this Article, the County Engineer shall issue an approval letter to the Applicant with copies to the appropriate local governing bodies. This approval letter shall contain, at a minimum, a summary of the project, its impacts on the surrounding roadway network, and any Conditions of Approval necessary to ensure compliance with this Article. The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property. **[Ord. 2007-013] [Ord. 2009-040]**

CHAPTER E ENTITLEMENT

Section 1 General

The BCC recognizes that a reasonable and beneficial economic use of property should be afforded a Property Owner. This Section is intended to implement the provisions in the Plan that allows a reasonable and beneficial economic use of property while minimizing trip generation.

Section 2 Unincorporated Area

As to the Unincorporated Area, a Site Specific Development Order may be issued for a Project not exceeding entitlement density or intensity set forth in the Plan, provided the order is otherwise consistent with the requirements of the Plan and land development regulations of PBC.

Section 3 Incorporated Area

As to the Incorporated Area, a Site Specific Development Order may be issued for a Project not exceeding entitlement density or intensity as set forth in the Plan. As to residential land uses it shall be based on the densities set forth in Figure 2 of the Land Use Element of the Plan, that correspond to the Municipal density in its Comprehensive Plan, with any density exceeding 18 dwelling units per acre receiving the entitlement level set forth in the five to 18 dwelling unit-per-acre range. As to commercial and industrial, entitlement shall be two and one-half percent of the maximum square footage of floor area allowed under the land use category or zoning district of the Municipality.

Section 4 Discretion of Board

The BCC may exceed the limitations set forth in the Plan upon a determination by the Board that the limitations permitted by the Article would likely constitute a taking of land for public use for which compensation would have to be paid pursuant to law. This Section may only be exercised upon the special petition of the Property Owner to the BCC which affirmatively demonstrates by substantial competent evidence that no other economically-feasible land use which would generate less traffic for the subject property is available because of: (1) this Article; (2) the nature of the land uses in the area; (3) the size and configuration of the property; and, (4) other relevant factors. The BCC shall receive the advice of the County Attorney and the County Administrator, and any other person it deems appropriate in exercising its discretion under this Section. If the subject lot is in the Incorporated Area, the BCC shall consider the advice, if any, of the Municipality in which the lot is located.

CHAPTER F APPEALS

Section 1 Board

Except as specifically provided in this Article, appeals from the decisions of the County Engineer or Municipal Engineer, and from all traffic engineering decisions made pursuant to this Article, shall be taken to the TPSAB. Appeals may be brought by the Applicant, any Municipality within the Project's Radius of Development Influence, and the County. The TPSAB shall consist of the Director of the MPO, a professional traffic engineer employed by a Municipality as a traffic engineer, a professional traffic engineer employed by another Florida county, a professional traffic engineer employed by the FDOT, District IV, and a professional traffic engineer who generally represents developers. Any individual serving on the TPSAB shall not be a person who participated in the decision being appealed, or who works for or is retained by a party to the appeal or a person who would be directly affected by the matter being appealed or the proposed Project to which the appeal relates. **[Ord. 2011-016]**

Section 2 Request/Notice

The appeal shall be requested in writing within 30 days of the decision of the County Engineer or Municipal Engineer, as applicable. The written request for the appeal shall state the grounds for objection. The appellant shall be given written notice of the date, time, and place of the TPSAB's consideration of the appeal. The appeal shall be limited to the issues raised in the objection.

Section 3 Hearing

A. Burden of Proof

The appellant shall present all relevant information to the TPSAB. The appellant shall have the burden of affirmatively demonstrating that the decision of the County Engineer or Municipal Engineer was in error. The County Engineer or Municipal Engineer shall be entitled to present information.

B. Reimbursement

Members shall serve without compensation but shall be reimbursed in accordance with PBC rules and regulations.

C. Quorum

A quorum shall consist of three members and a decision shall be made by affirmative vote of a majority of the members.

D. Decision

The TPSAB shall base its decision on the requirements of this Section and accepted traffic engineering principles. It shall state the reasons for the decision. A decision shall be rendered within 60 days of receipt of the written request for appeal.

Section 4 Appeal from the TPSAB

The decision of the TPSAB may be appealed by Petition for Writ of Certiorari to the Fifteenth Judicial Circuit Court by either the Applicant or a Local Government within 30 days of the decision. Consideration shall be limited to the record established before the TPSAB.

Section 5 No Impairments of Judicial Rights or Remedies

Nothing in this Section shall be construed as a limitation on the rights or remedies of any person. Appeals from decision of persons other than the County Engineer or Municipal Engineer, and traffic engineering decisions, shall be by appropriate action to a court of competent jurisdiction, except as provided otherwise by law, including this Section.

CHAPTER G CONSTRAINED FACILITIES

Section 1 Purpose and Intent

It is recognized by the BCC that some Links and Major Intersections are not planned to be widened to width, laneage, or geometrics that can accommodate Traffic from the density/intensity and location of land uses at the Generally Adopted LOS. The BCC may determine that additional traffic impacts from new development should be permitted on these Constrained Links and Major Intersections which are improved (or presumed to be improved under Test 2) to their ultimate width, laneage, and geometrics as contemplated by the Thoroughfare R-O-W Identification Map, Future Roadway System by Number of Lanes Map, and/or MPO Cost Feasible Long-Range Plan. In some cases, the BCC may designate a Link or Major Intersection as a temporary CRALLS in order to allow development to occur prior to a planned roadway improvement project. When the BCC makes a determination that a reduced LOS is appropriate on a Constrained Facility, it shall be designated a Constrained Roadway at Lower Level of Service (CRALLS). A County amendment to consider a CRALLS designation will rely upon, as appropriate, the data and analysis provided by the Local Government requesting the CRALLS designation. This Section establishes the procedures by which a proposed CRALLS amendment is reviewed in order to ensure an appropriate level of review. **[Ord. 2011-016]**

Section 2 Procedure

A. General

Constrained Facilities shall not automatically receive a reduced LOS. Determinations of whether a reduced LOS shall be set on a Constrained Facility, and what that LOS should be, shall be made by the BCC as

part of a text amendment to the Transportation Element of the Comprehensive Plan. The BCC may adopt a reduced LOS and shall specifically establish the LOS on the Constrained Facility, if reduced. The CRALLS may be available for all Project Applicants to utilize, or it may be limited for use by a Project or Projects specified by the BCC. Implementation of mitigation strategies shall be a requirement for use of the CRALLS by a Project. Any proposed reduction in the LOS on a SIS or FIHS Roadway shall be reviewed and approved by the State if required by Florida law, and the applying Local Government shall be responsible for coordinating with and obtaining State approval that may be required. **[Ord. 2011-016]**

B. Letter of Intent

Local Governments shall request a reduced LOS on a Constrained Facility by letter of intent up to 60 days and no later than 30 days prior to the window closing date for the applicable Amendment Round. At least ten days prior to delivering the letter of intent, the Local Government shall provide written notice to the County Commissioner for the Commission District in which the Facility is located. Proof of such written notice provided to the District Commissioner, and the letter of intent, shall be delivered to the County Engineer and Planning Director and shall contain supporting information relating to the Determination Criteria of this Section. Upon receiving the letter of intent, the Planning Director shall schedule a pre-application conference prior to the Planning Commission meeting at which initiations for the next Comprehensive Plan Amendment Round will be discussed. **[Ord. 2011-001] [Ord. 2011-016]**

C. Pre-Application Conference

Representatives from the following agencies shall be invited to attend the pre-application conference: (1) Local Government making application; (2) County including the Planning Division and County Engineering; (3) FDOT, District IV; (4) Treasure Coast Regional Planning Council; (5) MPO; and, (6) Other Impacted Local Governments as determined by the County Engineer. Other interested governmental agencies may also attend the pre-application conference at their option. The purpose of the pre-application conference shall be to identify the issues for consideration, the likely impact of the proposal, the assumptions and changes made in socio-economic data (including justification for such), the application requirements (including which should be waived, if any), and to coordinate review. **[Ord. 2011-016]**

D. Amendment Review

Within 30 days after BCC initiation, the applying Local Government shall, unless it has already done so, submit a complete CRALLS application, including data and analysis which addresses the Determination Criteria listed herein. The level of data and study needed for existing and Future Land Use to review an application for a CRALLS designation shall be determined in the pre-application conference. The decision shall be made by the County Engineer based upon the Major Thoroughfare Links and Major Intersections involved, (whether they are or will be Collectors, minor Arterials, or principal Arterials), the extent of the proposed lowering of the LOS, the size of the area affected, the extent to which the affected area is built out to its ultimate FLU, and the amount and quality of existing data and planning. The application shall be forwarded to all affected Local Governments, the County Engineer, the FDOT, District IV, in the case of State Highways, and the MPO for review. The advice of the MPO shall be considered by the PLC and the BCC when considering an application for a reduced LOS. **[Ord. 2011-016]**

Section 3 Determination Criteria

In determining whether a Constrained Facility shall have a reduced LOS and, if so, what that LOS should be, and any conditions that shall be imposed, the Applicant, PLC, and the BCC shall consider the following public policy criteria. The Application and Amendment staff report shall include an analysis of the proposed CRALLS against these criteria: **[Ord. 2011-001] [Ord. 2011-016]**

- A. Cause of the constraint; e.g., whether the laneage or geometrics are insufficient to accommodate projected traffic as a result of concerns relating to physical limitations, fiscal limitations, environmental areas, aesthetics, historically-significant development, or the character-of-area or neighborhood and the impact of adding lanes or changing the geometrics on such concerns. **[Ord. 2011-016]**
- B. When more than one cause is identified, the extent to which each contributes to the constraint shall be considered.
- C. Existence of, or proposed, "reliever" facilities and the proximity and continuity of such, and the extent to which they presently, or are projected to, relieve the Constrained Link.
- D. The existing and projected volume-to-capacity ratio given the adopted FLUE of Local Governments' Comprehensive Plans.
- E. The extent of vested Development Orders, and non-vested land use, zoning district designations, or Development Orders.

- F. The impact on the ability of Local Governments to allow development consistent with their comprehensive plans; and the interjurisdictional compatibility of the various Local Government Comprehensive Plans as related to the Constrained Facility.
- G. The practicability of adjusting land uses, zoning districts, and uses therein.
- H. The impact on the ability of the overall Major Thoroughfare system in the area affected to function at the Generally Adopted LOS.
- I. The length of the Constrained Link(s).
- J. The option of modifying the Plan, including the Thoroughfare R-O-W Identification Map, or other regulations to add lanes, improve geometrics or reliever facilities.
- K. Whether modifications can be made that would add capacity, and how much capacity would be added.
- L. A description of mitigation measures required to be implemented by the Project(s) that would benefit from the proposed CRALLS. These include vehicular and non-vehicular travel options to alleviate traffic congestion that is anticipated to result from exceedance of the adopted LOS on the CRALLS Link or Major Intersection. **[Ord. 2011-016]**

CHAPTER H MODIFICATION OR ELIMINATION OF LINK OR INTERSECTION

Section 1 Application to Modify or Eliminate Adopted Link or Intersection

A. Who May Apply

Only a Local Government may apply to the BCC to amend the adopted width, proposed geometrics, or number of lanes of, or to eliminate a Link or Major Intersection improvements. **[Ord. 2011-016]**

B. Contents

The application shall contain a detailed and comprehensive traffic evaluation of all affected Links and Major Intersections, taking into account existing, committed, and FLU development. **[Ord. 2011-016]**

C. Criteria

The following criteria shall be considered by the BCC in considering whether a Link's lanes, proposed geometrics, a Major Intersection's proposed geometrics, or the R-O-W width adopted in the Plan should be amended or a Link should be eliminated: **[Ord. 2011-016]**

1. Whether improvements are proposed to the Link or Major Intersection under consideration. **[Ord. 2011-016]**
2. Whether improvements are proposed to reliever Links or Major Intersections and the extent that such a reliever would impact traffic on the Link under consideration. **[Ord. 2011-016]**
3. The physical characteristics of the property adjacent to the Link or Major Intersection under consideration. **[Ord. 2011-016]**
4. The character of the area businesses or neighborhood adjacent to the Link or Major Intersection under consideration, and the extent of impact on such. **[Ord. 2011-016]**
5. The projected cost of adding additional capacity to the Link or Major Intersection, or reliever facilities and the amount of capacity that would be added. **[Ord. 2011-016]**
6. The existing and projected volume-to-capacity of the Link and the surrounding Major Thoroughfares before and after the proposed modification. **[Ord. 2011-016]**
7. The projected revenue for improving the Major Thoroughfare system and the likely priority of various improvements to the Major Thoroughfare system. **[Ord. 2011-016]**
8. Environmental character and the extent of impact on such. **[Ord. 2011-016]**
9. Historical significance and the extent of impact on such. **[Ord. 2011-016]**
10. Aesthetics and the extent of impact on such. **[Ord. 2011-016]**
11. Amount of existing R-O-W, and cost to obtain additional R-O-W. **[Ord. 2011-016]**
12. Impact on the provision of other public facilities. **[Ord. 2011-016]**

D. Procedure/Extraordinary Vote

1. When an application is made to eliminate a Link, narrow the adopted width of a Link, modify the proposed geometrics of a Link, or Major Intersection, in a manner that would reduce capacity, or reduce the number of lanes in the Plan, and that elimination, narrowing, modification, or reduction would materially impede: (1) the ability to achieve the Adopted LOS on the particular Link or Major Intersection, or the Major Thoroughfare system; or (2) the ability of Local Governments to allow development consistent with their FLU Elements of their plans; the BCC shall require a review and determination of whether a reduced LOS (CRALLS designation) should be set on the Link or other Links before the BCC's eliminating the Link, narrowing the R-O-W width, modifying the proposed geometrics, or reducing the number of lanes. In such a case, eliminating the Link, narrowing the width or reducing the number of lanes shall require a majority-plus-one vote of the members of the BCC. No

elimination of the Link, narrowing of the width, or modifying of the proposed geometrics in a manner that would reduce capacity, or reducing the number of lanes on a Link shall be effected until any necessary adjustments are made to: (1) the Major Thoroughfare system (including capacity improvements or lower the levels of service, as appropriate); (2) or the land uses have been made to accommodate the elimination, narrowing, modification, or reduction. **[Ord. 2011-016]**

2. If it is clear that no impediment to: (1) achieving the adopted LOS; or (2) Local Governments allowing development consistent with the FLUE of their plans would result, the BCC may, by a majority vote of its members narrow the adopted width, modify the proposed geometrics of a Link, or Major Intersection, or reduce the number of lanes in the Plan without PLC review. Nothing herein shall require CRALLS review, application to the PLC, or notice to any Local Government for minor modifications to the proposed Major Thoroughfare system which do not reduce capacity of the Link, Major Intersection, or Major Thoroughfare System. Nothing herein shall require PLC review for waivers of expanded intersection requirements or R-O-W protection pursuant to Policy 2-d of the Transportation Element of the Plan. **[Ord. 2011-001] [Ord. 2011-016]**

CHAPTER I COASTAL RESIDENTIAL EXCEPTION

Section 1 Intent

The Coastal Residential exception to the LOS requirements of this Article promotes urban infill and deters urban sprawl. It also promotes redevelopment. It provides closer proximity of residential uses to commercial uses and employment bases, thereby reducing the impact on the overall Major Thoroughfare system, pollution, the use of fossil fuels and other resources, and the travel time and needs of the public. Because it applies only to the Incorporated Area, it also promotes annexation of Unincorporated Areas. Therefore, the public benefits of an uncrowded and efficient road system promoted by this Article are also promoted generally (but not necessarily on a specific Link or Major Intersection) by the creation of a Coastal Residential exception to the LOS requirements of this Article. The Coastal Residential exception may also result in more integration in the PBC School system.

Section 2 Creation

Because of these public benefits, there is hereby established pursuant to Policy 1.2-a of the Transportation Element of the Plan a Coastal Residential exception which shall be within the Incorporated Area east of I-95, north of the Broward County line, west of the Atlantic Ocean (excluding the barrier island), and south and east of a boundary from I-95 along PGA Boulevard to Prosperity Farms Road, then north to the western prolongation of the northern boundary of Juno Isles, then east to a point 600 feet west of U.S. Highway One, then north to the northern boundary of Juno Beach, then east to the Atlantic Ocean. It shall also be the Incorporated Area bounded on the south by the north boundary of the Jupiter Hospital, and its eastern and western prolongation between the Atlantic Ocean and Military Trail; bounded on the west by Military Trail and its northern prolongation to the North Fork of the Loxahatchee River, then meandering northwest along the northeast shore of the North Fork of the Loxahatchee River to the Martin County Line; bounded on the north by the Martin County Line; and, bounded on the east by the Atlantic Ocean, excluding the barrier island. It shall allow such residential Projects, and the residential portion of mixed use Projects that otherwise meet the standards of this Article, in Incorporated Areas to receive a Site Specific Development Order notwithstanding the standards of this Article. The Coastal Residential Exception shall not apply to conditions or limitations placed on residential Projects or the residential component of mixed use projects that are located within the boundaries of a Transportation Concurrency Exemption Area as designated pursuant to [Art. 12.L. Transportation Concurrency Exemption for Projects That Promote Public Transportation](#). **[Ord. 2005-002]**

Section 3 Traffic Impact Study Information

The Applicant shall submit a traffic study providing Traffic Generation, Assignment throughout the Test 1 Radius of Development Influence, and Projections of future traffic at the site access. Traffic Impact Studies for mixed use Projects must provide separate distributions and assignments for the residential and non-residential components.

Section 4 Municipal Levels of Service

Nothing in this Article shall be construed as derogating the requirement under [F.S. ch. 163](#) that Municipalities set the LOS on PBC and State roads consistent with the PBC and State LOS to the maximum extent feasible. **[Ord. 2019-005]**

CHAPTER J TRANSPORTATION CONCURRENCY MANAGEMENT AREAS (TCMA)

Section 1 Intent

The purpose and intent of this optional alternative transportation concurrency approach is to promote infill development within selection portions of urban areas in a manner that supports the provision of more efficient mobility alternatives, including public transit. As a coordinated approach to land use and transportation development, the use of an area-wide LOS standard and an accommodation and management of traffic congestion may be employed. A TCMA is a compact geographic area within existing or proposed multiple, viable alternative travel paths, or modes for common trips.

Section 2 Area-Wide Level of Service

An area-wide LOS standard may be established for specific facilities in common corridors within a TCMA. The area-wide Level of Service standard must be maintained, as a basis for the issuance of Development Orders and permits within the TCMA. The area-wide LOS standard may only be established for facilities on common corridors with similar functions, serving common origins and destinations.

- A. The designation of a TCMA and the establishment of an area-wide LOS standard must be supported by data and analysis which:
 1. Demonstrate that the TCMA is compatible with and furthers the various portions and Elements of the Plan. When in a Municipality, the data and analysis shall also demonstrate that the TCMA is compatible with and furthers the various portions and elements of the Local Government's Comprehensive Plan.
 2. Provide justification for the size and boundary of the TCMA for consistency with the purpose of promoting the stated purpose of a TCMA.
 3. Demonstrate that the TCMA contains an integrated and connected network of roads and provides multiple, viable alternative travel paths, or modes for common trips.
 4. Demonstrate the basis for establishing the area-wide LOS standard and determine the existing and projected transportation facilities and services requirements that will support the requested area-wide LOS standards.
 5. Demonstrate that the area-wide LOS standard and other transportation services and programs will support infill development and redevelopment.
 6. Demonstrate that the planned roadway improvements and other transportation services and programs will accomplish mobility within and through the TCMA. The programs may include, but not be limited to Transportation System Management (TSM), Transportation Demand Management (TDM), and incentives to promote public transit such as parking policies and provisions for intermodal transfer.
 7. Identify the impacts on other Local Governments, if any.
- B. The Local Government shall establish and maintain an internally consistent transportation, land use, and capital improvement planning program. These programs shall be sufficient to meet and maintain the established area-wide LOS standard.

Section 3 Procedure

- A. At least 30 days prior to a Local Government submitting a Plan Amendment for a TCMA, a pre-application conference shall be held. This pre-application meeting will be coordinated with the Planning Director. It will include representatives from the Local Government initiating the Plan Amendment, the County Traffic Division and Planning Division, the MPO, the FDOT, District IV, and the Treasure Coast Regional Planning Council.
- B. Another conference shall be held with the representatives identified above within 30 days of receipt by the initiating Local Government of the State planning agency's Objection, Recommendation and Comments Report.
- C. The TCMA shall not become effective until the following actions are taken:
 1. The BCC finds the designation of the TCMA to be consistent with the Plan.
 2. The BCC finds the area-wide LOS standard to be appropriate, and can be maintained.
 3. The BCC adopts an amendment to the Plan establishing the TCMA.
 4. A Final Order is issued by the DCA finding the amendment or amendments in compliance.

CHAPTER K TRANSPORTATION CONCURRENCY EXCEPTION AREAS (TCEA)

Section 1 Intent

The purpose and intent of this flexible transportation concurrency option approach is to reduce the adverse impact transportation concurrency may have on urban infill development and redevelopment and the achievement of other goals and policies of the State comprehensive plan, such as promoting the development of public transportation. Under limited circumstances, it allows exceptions to the standards of this Article in defined urban areas. The exceptions provide flexibility for concurrency management in order to encourage the application of a wide range of planning strategies that correspond with the local circumstances of a specific geographic area. The exceptions apply to all land uses and development and types of facilities within the expressly excepted area.

Section 2 Area Types

A Local Government must designate a TCEA in its comprehensive plan. A TCEA will be allowed only in one of the following areas:

- A. A specific geographic area delineated in the Local Government Comprehensive Plan for urban infill development. Such an area shall meet the following requirements:
 1. The area shall contain no more than ten percent developable vacant land. Developable vacant land shall not include water bodies and land designated for conservation use, natural reservations, public road R-O-W, public recreation sites, or other areas or uses designated in the Local Government's Comprehensive Plan as unavailable for development.
 2. For areas where residential uses are the dominant types of uses, comprising greater than 60 percent of the developed land, the average residential density shall be at least five dwelling units per gross residentially developed acre of land.
 3. For areas where non-residential uses are the dominant types of uses, comprising greater than 60 percent of the developed land, the average non-residential intensity shall be at least a FAR of 1.0 per gross non-residentially developed acre of land.
 4. If neither residential nor non-residential uses comprise more than 60 percent of the developed land, then both the existing residential uses and non-residential uses shall meet the appropriate density and intensity criteria prescribed in [Art. 12.K.2.A.2](#) and [Art. 12.K.2.A.3](#) above. The term "gross developed acre" shall include all uses associated with the predominant land use including roads, parking, drainage, open space, landscaping, and other support facilities.
- B. A specific geographic area delineated in the Local Government Comprehensive Plan for urban redevelopment. The urban redevelopment area must be within an urban infill area or within an existing urban service area that does not contain more than 40 percent developable land.
- C. A specific geographic area delineated in the Local Government Plan for downtown revitalization within the designated central business district.

Section 3 Criteria

- A. The designation of a TCEA must be supported by data and analysis which:
 1. Demonstrate that the TCEA is compatible with and furthers the various portions and Elements of the Plan. When in a Municipality, it shall also demonstrate that the TCEA is compatible with and furthers the various portions and elements of the Local Government's Plan.
 2. Provide justification for the size and boundary of the TCEA for consistency with the purpose of promoting the stated purpose of a TCEA.
 3. Identify the impacts on other Local Governments, if any.
- B. To implement the TCEA, the Local Government's Comprehensive Plan must contain guidelines and policies which specify programs to meet the transportation needs of the TCEA. The guidelines may contain a wide range of strategies that include: timing and staging plans, parking control and pricing policies, TSM, TDM, incentives to promote public transit, and the utilization of creative financing tools for the provision of transportation services and facilities.
- C. The guidelines and policies and programs to implement the TCEA must demonstrate by supporting data and analysis, including short and long-range traffic analysis, that consideration has been given to the impacts of the proposed development within the TCEA on the FIHS and SIS. **[Ord. 2009-040]**

Section 4 Procedure

- A. At least 30 days prior to a Local Government transmitting a Plan Amendment for a TCEA to the DCA, a pre-application conference shall be held. This pre-application meeting will be coordinated with the Planning Director. It will include representatives from the Local Government initiating the Plan amendment, PBC Traffic Division and Planning Division, the MPO, the FDOT, District IV, and the Treasure Coast Regional Planning Council.
- B. Another conference shall be held with the representatives identified above within 30 days of receipt by the initiating Local Government of the State planning agency's Objection, Recommendation and Comments Report.
- C. The TCEA shall not become effective until the following actions are taken:
 1. The BCC finds the designation of the TCEA to be consistent with the Plan.
 2. The BCC adopts an amendment to the Plan establishing the TCEA.
 3. A Final Order is issued by the DCA finding the amendment or amendments in compliance.

Section 5 Traffic Impact Study Information

A traffic study providing Traffic Generation, Assignment throughout the Test 1 Radius of Development Influence and Projections of future traffic at the site access must be submitted to PBC for proposed Project within the limits of a TCEA.

CHAPTER L TRANSPORTATION CONCURRENCY EXEMPTION FOR PROJECTS THAT PROMOTE PUBLIC TRANSPORTATION

Section 1 Intent

The purpose and intent of this Chapter is to allow a Local Government to grant an exception from the concurrency requirements for transportation facilities for Projects which promote public transportation. [F.S. § 163.3164\(28\)](#) defines Projects that promote public transportation as those that “directly affect the provisions of public transit, including transit terminals, transit lines and routes, separate lanes for the exclusive use of public transit services, transit stops (shelters and stations), office buildings or projects that include fixed-rail or transit terminals as part of the building, and projects which are transit oriented and designed to complement reasonably proximate planned or existing public facilities.” Under limited circumstances, it allows exceptions to the standards of this Article in defined urban areas. The exception requires that Projects establish meaningful facilities and programs that promote public transportation.

Section 2 Project Types

This exception is limited to Projects that meet the requirements of [Art. 12.L.2.A](#) and [Art. 12.L.2.B](#), below:

- A. The Project must be determined to be a Project which promote economic development through job creation. At a minimum, the Project shall be 200 acres in size, and create, at Project Buildout, not less than 5,000 jobs at the Project site.
 1. For a Project located in the Unincorporated Area, the BCC shall make a determination that the jobs created shall be of a type and within a salary range that promote economic development.
 2. For a Project located in the Incorporated Area, the BCC and the Municipal Commission shall make determinations that the jobs created shall be of a type and within a salary range that promote economic development.
- B. The Project must be developed, owned, and operated by a not-for-profit agency. The Project and agency shall provide essential public services. At a minimum, the Project shall be 20 acres in size, and create, at build-out, not less than 2,000 jobs at the Project site.
 1. For a Project located in the Unincorporated Area, the BCC shall make a determination that the Project and agency provide essential public services.
 2. For a Project located in the Incorporated Area, the BCC and the Municipal Commission shall make determinations that the Project and agency provide essential public services.
- C. A Project that meets the requirements of [Art. 12.L.2.A](#) or [Art. 12.L.2.B](#) above may be a mixed use Project, incorporating residential and/or commercial components. However, in no event shall residential and/or commercial retail uses combine to comprise more than 45 percent of the square footage of the GFA.

Section 3 Project Location

This exception is limited to Project that meet the following location criteria:

- A. The Project shall not be located within the Coastal High Hazard Area.
- B. All Projects must be located within PBC's U/S Tier and be adjacent to (i.e., abutting or separated only by other public or governmental R-O-W) the Tri-County Commuter Rail Authority line, or be adjacent to a street which is served by Palm Tran.

Section 4 Required Provisions to Promote Public Transportation

All Projects shall, at a minimum, provide all of the following transportation amenities:

- A. The Project shall provide a site to Tri-Rail at the Project site, adjacent to the Tri-Rail tracks, for a station platform, ticket booth, and parking for at least 400 automobiles. When a Project is not adjacent to Tri-Rail, it shall provide a bus stop facility capable of handling two or more Palm Tran buses at a time with a covered waiting area of sufficient size to accommodate at least two percent of its employees.
- B. The Project shall provide a financial incentive in the form of a subsidy of at least 50 percent of the annual ticket cost to at least five percent of the persons employed at the Project site for riding Tri-Rail and/or Palm Tran to and from the Project site for a minimum of 200 working days per year. As an alternative, the development may provide equivalent funds directly to Palm Tran to subsidize this service.
- C. The Project shall provide a ridesharing information service to persons employed at the Project site.
- D. The Project shall provide emergency transportation to those employees using mass transit, ridesharing, or other alternative modes of transportation (i.e. bicycles or pedestrian).
- E. The Project shall apply access management techniques along all roadways fronting the Project.
- F. The Project shall provide external pedestrian access to the Project, as well as an internal pedestrian system, accommodating persons with disabilities, as well as persons using alternative modes of transportation to the automobile.
- G. The Project shall enter into an agreement with PBC to provide the provisions to promote public transportation detailed in [Art. 12.L.4.A](#), [Art. 12.L.4.B](#), [Art. 12.L.4.C](#), and [Art. 12.L.4.D](#) above, in perpetuity. The Project will submit an annual monitoring report to the Palm Beach Planning Director that demonstrates that the requirements in [Art. 12.L.4.A](#), [Art. 12.L.4.B](#), [Art. 12.L.4.C](#), and [Art. 12.L.4.D](#) above are being met. Each annual report shall be due on the anniversary of the first CO.

Section 5 Required Traffic Study

Projects utilizing this exemption will submit a traffic study that is consistent with all of the provisions of this Article. They shall also provide a transportation analysis that illustrates their impact on the FIHS and SIS to ensure that those impacts are considered in the approval process. **[Ord. 2009-040]**

Section 6 Required Roadway Improvements

Projects utilizing this exemption may be required to provide roadway, intersection, and/or signalization improvements to minimize their impact on the road network. These improvement will be determined by the County Engineer.

Section 7 Parking

Projects meeting the above requirements may apply for parking reductions pursuant to applicable codes.

CHAPTER M FIVE-YEAR ROAD PROGRAM

Section 1 Intent

The BCC of PBC Florida finds that the 1990 Traffic Performance Code adopted by [Art. 12.A, General](#), through [Art. 12.L, Transportation Concurrency Exemption for Projects That Promote Public Transportation](#) is premised on PBC's commitment to adhere to and implement the adopted PBC Five-Year Program Ordinance, referred to as "Five-Year Road Program" in this Article and the 1989 PBC Plan, as amended, (referred to as "Plan" in this Section). PBC's failure to maintain its commitment to adhere to and implement its adopted Five-Year Road Program as set forth in this Section, shall result in a review and reconsideration of the adopted LOS contained in this Article, and in the Plan.

Section 2 Description of Five-Year Road Program

The Five-Year Road Program was adopted by the BCC of PBC by [Ord. No. 85-40](#). In that Ordinance, as amended, and in the Plan, PBC adopted a reasonably attainable program of roadway construction for a five-year period and matched the construction of Projects with projected funding. [Ord. No. 85-40](#), as amended, further provides that prior to December of each year, the BCC shall consider the Ordinance to modify the list of Projects to create a viable list of funded Projects for the succeeding five years. The modification to the Five-Year Road Program shall continue to include, at a minimum, a description of the Road Project, the type of road construction required, and the amount of money to be spent each fiscal year for plan preparation, R-O-W acquisition, and actual construction.

Section 3 Modification of Five-Year Road Program

A. Semi-Annual Modification of Five-Year Road Program

The deletion of construction Projects from the Five-Year Road Program may be done no more frequently than twice a year. For purposes of this Section, "deletion of a construction Project" shall mean the elimination of the construction Project, the failure to let a road construction contract, the removal of or failure to establish funding of the construction Project, the material reduction in the scope of work or funding (as it affects the construction Project), or the postponement of the construction Project in the Five-Year Road Program for more than two years beyond the year the construction was originally programmed in the 1988-92 Five-Year Road Program or in the Five-Year Road Program in which the construction was first added after 1987. It does not include delays associated with R-O-W acquisition as a result of judicial decision, redesign after the contract has been let, construction, or other delays not under the control of PBC.

B. Findings Required Prior to Deletion in the Adopted Five-Year Road Program

Prior to approving the deletion of any construction Project from the County's Five-Year Road Program, the BCC must find; (1) that the deletion of the construction Project will not result in any Link or intersection on the road network operating at greater than the Adopted LOS as defined in this Article if such Link would not have operated at greater than the Adopted LOS as defined in this Article had the Project been constructed as originally programmed in the adopted Five-Year Road Program; and (2) that no Project which was approved and phased based upon such Assured Construction would be denied Building Permits because of the deletion of the construction. If both findings can be made, then the construction Project may be eliminated by a majority vote except, if the Project is in the current fiscal year, in which case a majority plus one vote is required. If only the second finding can be made, then a Project not in the current fiscal year could be deleted by a majority plus one vote. However, in no case may a Project be deleted when the second finding cannot be made.

Notwithstanding the above, a Project may be deleted if an equivalent substitute Project replaces the original Project, in the same fiscal year. An equivalent substitute Project is a roadway Project in the same area that will serve substantially the same trips as the original Project. This substitution may be made by a majority plus one vote.

Section 4 Standards Five-Year Road Program

Concurrent with the adoption of the annual Five-Year Road Program, the BCC shall determine whether PBC has adhered to and implemented its Five-Year Road Program. In order to make the determination that PBC had adhered to and implemented its adopted Five-Year Road Program, the BCC must find the following based upon substantial competent evidence:

A. Funding

The amount of funding of the current fiscal year of the Five-Year Road Program is, at a minimum, as contemplated in the Plan and the Five-Year Road Program.

B. New Fifth Year

The new fifth year being added to the Five-Year Road Program with Projects added to the Five-Year Road Program at a rate contemplated in the Plan.

C. Projects on Schedule

Fewer than 20 percent of the programmed road construction Projects (on a line-item basis) from the preceding fiscal year over which PBC has control are more than 12 months behind schedule.

Section 5 Effect of Failure of County to Adhere to and Implement its Adopted Five-Year Road Program

If the BCC does not continue to fund the Five-Year Road Program in accordance with the Plan, or does not continue to add Projects to the Five-Year Road Program at a rate contemplated in the Plan, as corrected, updated, or modified as permissible in [F.S. § 163.3177\(3\)\(b\)](#); or construction Projects consisting of 20 percent or more of the programmed construction Projects (on a line-item basis) from the preceding fiscal year over which PBC has control are more than 12 months behind schedule as determined after the effective date of this Section, above, the BCC shall review the adopted LOS to determine whether it is realistic, adequate, and financially feasible.

CHAPTER N METHOD OF PRIORITIZING THROUGHFARE IMPROVEMENTS

PBC shall undertake data collection and review of such regarding Major Intersection capacity and peak hour Link capacity, along with ADT capacity. It shall use this information in programming Major Thoroughfare system improvements in the Five-Year Road Program.

The objective shall be to effectively spend available funds so as to maximize capacity, balancing the amount of capacity added, the cost of improvements, the time the improvements will be utilized, and the “expandability” of those improvements to the ultimate section of road. Volume to ADT capacity ratios shall be the preliminary criterion for prioritizing funding of improvements. Due consideration shall be given to the amount of area opened up for development as a result of the various improvements. Deferral or elimination of Link improvements made unnecessary as a result of: (1) other Major Thoroughfare system improvements, such as intersection improvements; or (2) refined capacity analysis, shall not be considered the deletion of a road improvement, unless the deletion is of a Project scheduled for construction of the first year of the Five-Year Road Program or was scheduled for construction in the first year of a previous Five-Year Road Program. When evaluating whether a particular improvement should be deleted from the Five-Year Road Improvement Program, due consideration shall be given to previous reliance of improvements scheduled in the Five-Year Road Program.

In addition, the analysis shall identify improvements to relieve traffic demands on all deficient facilities which are not included in the Five-Year Road Program. PBC shall estimate traffic volumes to be on the roadway network at the end of the last year in the Five-Year Road Program and determine what additional improvements will be needed to meet those future traffic demands. These plans will be developed initially in 1991 and presented to the BCC annually in conjunction with the review and approval of the Five-Year Road Program, beginning in 1992. Consideration will be given to staging improvements by constructing intersection improvements or other spot roadway improvements such that maximum roadway system and funding efficiency are achieved. These improvements shall be included in the analysis but will not be required to be identified for construction in a certain year.

CHAPTER O PROJECT AGGREGATION

Section 1 Applicability

This Chapter concerning Project aggregation shall apply only to a Lot in existence on or after March 31, 2003 or to a Project with a Development Order, an Agreement, or both, approved after March 31, 2003 that is subject to a Condition of Approval that expressly provides for Project aggregation. This Subsection shall not apply to Developments located within a designated Community Redevelopment Area (CRA) or “urban infill” area as defined in [F.S. § 163.3164](#).

Section 2 Aggregation Criteria

Two or more land uses, or group of land uses, or land development activity or activities, or amendment(s) thereto (hereafter “Developments”), which require a Development Order(s), represented by their owners or developers to be separate Developments, shall be aggregated and treated as a single Project when each of the following criteria in paragraphs (1) through (3) is met.

- A. The Developments generate more than 500 peak hour, two-way trips when aggregated.
- B. The same Person owns or has a significant legal or equitable interest or an option to obtain significant legal or equitable interest in each Development. A “significant legal or equitable interest” means that the same Person has an interest or an option to obtain an interest of more than 25 percent in each Development for the following types of interests: (1) a fee simple estate; (2) a leasehold estate of more than 30 years duration; (3) a life estate, or (4) similar equitable, beneficial, or real property interests in the Developments.
A lessor’s interest in a lease of more than 30 years is not a significant legal or equitable interest

- C. The Developments are part of a unified plan of development as evidenced by meeting at least two of the following:
1. There is a period of two years or less between the issuance of the first Building Permit, or issuance of a Development Order if the first Building Permit has not been issued, for one Development and subsequent traffic concurrency application for another Development. This subparagraph shall apply only if any portion of the parcels that contain the Developments: a) presently share a common boundary; or b) previously shared a common boundary or existed as a single parcel within two years from the date the earliest of the Developments received traffic concurrency approval.
 2. The Developments are physically proximate to one other. Two or more Developments shall be considered “physically proximate” when any portion of two or more Developments is contiguous or separated by a road R-O-W or public canal easement of 140 feet or less.
 3. A Master Plan or series of plans or drawings exists covering the Developments sought to be aggregated which have been submitted to a local general-purpose government, SFWMD, local drainage or improvement special district, the Army Corps of Engineers, the FDEP, or the Division of Florida Land Sales, Condominiums, and Mobile Homes for authorization to commence development. The existence or implementation of a utility's master utility plan required by the Public Service Commission or general-purpose Local Government or a master drainage plan shall not be the sole determinant of the existence of a Master Plan which aggregates Developments; or,
 4. The voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the Developments sought to be aggregated, except that which was implemented because it was required by a local general-purpose government, SFWMD, local drainage or improvement special district, the Army Corps of Engineers, the FDEP, the Division of Florida Land Sales, Condominiums, and Mobile Homes, or the Public Service Commission. “Sharing of infrastructure” means the voluntary joint use by two or more Developments of internal roadways, internal recreational facilities or parks, amenities, or water, sewage, or drainage facilities specifically constructed to accommodate the Developments sought to be aggregated. Shared infrastructure does not include:
 - a. Any joint or shared use of private or public infrastructure specifically required under an established policy of general applicability as set forth under a comprehensive plan adopted pursuant to [F.S. ch. 163](#), an adopted Local Government ordinance or resolution, State Statute, or by adopted rule of regional or State regulatory agencies;
 - b. Any joint or shared use of public recreational facilities or parks so long as they were not conveyed by a person with a significant legal or equitable interest in the Developments sought to be aggregated;
 - c. Any joint or shared use of publicly financed drainage or stormwater management facilities, roadways, or water or sewer facilities which were not constructed or financed specifically to accommodate the Developments considered for aggregation;
 - d. Design features, financial arrangements, donations, or construction that is specified in and required by an Agreement between PBC and two or more Developments; or,
 - e. Cross access or shared driveways.
 5. There is a common advertising scheme or promotional plan in effect for the Developments sought to be aggregated. “Common advertising scheme or promotional plan” means any depiction, illustration, or announcement which indicates a shared commercial promotion of two or more Developments as components of a single Development and is designed to encourage sales or leases of property.

Section 3 Exceptions

This Chapter concerning Project Aggregation is intended to prevent the division of one large Project into several smaller Projects in order to circumvent the purpose of this Article, not to aggregate separate and discrete Projects. Certain activities and circumstances, including the following, shall not be used by the County Engineer to aggregate two or more Developments:

- A. Activities undertaken leading to the adoption or amendment of any Plan element described in [F.S. ch. 163, pt. II](#).
- B. The sale of unimproved parcels of land, where the seller does not retain significant legal or equitable interest in the future development of the parcels.
- C. The fact that the same lender has a financial interest, including one acquired through foreclosure, in two or more parcels, so long as the lender is not an active participant in the planning, management, or development of the parcels in which it has an interest.

- D. Drainage improvements that are not designed to specifically accommodate the Developments sought to be aggregated.
- E. Use of the same real estate broker to market and sell two or more Developments.
- F. Agreements to authorize owners or developers to pool impact fees or impact fee credits, or to enter into front-end agreements or other financing arrangements by which they collectively agree to design, finance, donate, or build such public infrastructure, facilities, or services.
- G. Nothing herein shall prevent the development of a portion of a parcel owned by one Person where no unified plan of development for the remainder of the parcel, or portion thereof, is evidenced.

Section 4 Procedure

- A. In order to aggregate two or more Developments pursuant to this Chapter, the County Engineer shall provide written notice of intent to aggregate. This notice shall be delivered by certified mail to all affected Applicants seeking traffic concurrency approval. The notice of intent to aggregate shall: identify the Developments sought to be aggregated; explain the effect of aggregation on the Developments in the event a final determination has been made by PBC to aggregate the Developments; and, indicate that an affected current owner may appeal the decision of the County Engineer pursuant to [Art. 12.D, Procedure](#), of this Article.
- B. If the County Engineer's notice of intent to aggregate is not appealed, or if the TPSAB, or a court of competent jurisdiction, ultimately affirms the decision of the County Engineer to aggregate, the Developments shall be considered a single Project for the purposes of traffic concurrency. Once aggregated, the Applicant or Applicants seeking traffic concurrency approval shall prepare and submit to the County Engineer a single Traffic Impact Study that analyzes the aggregated Developments as a single Project. The Traffic Impact Study shall be subject to the review and procedural standards set forth in [Art. 12.A.1.A, Intent](#), of this Code. Such review and procedural standards shall not affect the terms and conditions of an already approved Development Order, a prior Agreement, or both, related to traffic concurrency approval of an aggregated Development.

Section 5 Traffic Impacts

This Chapter shall be applied only for the purpose of evaluating the traffic impacts of a Project pursuant to the requirements of this Article.

Section 6 Traffic Concurrency

The application materials used for traffic concurrency approval shall be amended to require an Applicant to state whether or not the Project is subject to aggregation as set forth in this Chapter.

Section 7 Aggregation

Portions of this Chapter concerning aggregation are based on the aggregation regulations for DRI, codified in [F.S. § 380.0651](#). Unless the context clearly indicates otherwise, the terms used in this Chapter shall have the same meaning and application as those terms that are provided for in the State regulation.

CHAPTER P OKEECHOBEE BOULEVARD CRALLS POINT SYSTEM

Section 1 Purpose and Intent

The purpose of the Okeechobee Boulevard CRALLS Point System is to provide a means for approving new land development/redevelopment projects that will have significant traffic impacts on Okeechobee Boulevard, but will provide acceptable mitigation for those impacts. In the case of Okeechobee Boulevard, there are few undeveloped properties without development approvals that could still have significant traffic impact on the roadway. To allow for reasonable and beneficial economic use of these properties, the PBC BCC has determined that Okeechobee Boulevard from Military Trail to Jog Road is a constrained roadway facility where significant traffic impacts from new development can be evaluated at a lower LOS standard than what is normally allowed. The mitigation of impacts for Okeechobee Boulevard by the Strategies contained in this Point System will be accomplished in the following ways: **[Ord. 2006-036] [Ord. 2010-022]**

- A. Reduction of single-occupant vehicle trips by encouraging ridesharing, diversion to alternate travel modes, and telecommuting. **[Ord. 2006-036]**
- B. Reduction of peak hour vehicle trips by shifting these trips to other time periods. **[Ord. 2006-036]**

- C. Reduction of land use densities and intensities for proposed development/redevelopment. **[Ord. 2006-036]**
- D. Increase in land use densities and intensities for proposed development/redevelopment only in cases where land use mix maximizes internal trip capture and promotes feasibility of mass transit modes. **[Ord. 2006-036]**

Section 2 Applicability

In addition to the standards imposed by this Article, all proposed Projects with significant Project Traffic on the Okeechobee Boulevard corridor from Jog Road to Military Trail shall be subject to the Okeechobee Boulevard CRALLS Point System. **[Ord. 2006-036] [Ord. 2010-022]**

Section 3 Procedure

A. General

Applicants must choose from 14 mitigation strategies set forth in this Chapter to accumulate points necessary for Development Order approval. Point totals shall be calculated pursuant to the Point System methodology. Applicants meeting the minimum required point totals will receive traffic concurrency approval provided all of the other standards of this Article have been met. **[Ord. 2006-036]**

B. Application Requirements

Applications must include a traffic study demonstrating compliance with Test 1 and Test 2 of this Article. Applications must also include a study identifying the mitigation strategies to be used by the Project, and a calculation of total points earned as a result. Applications shall initially be submitted to the County Engineer for review and comment to determine completeness. An application shall be found complete if it contains sufficient and accurate data and analysis for the County Engineer to determine whether or not the application complies with this Chapter. Any deficiencies in the completeness of an application identified by the County Engineer must be corrected and resubmitted in order for the application to be considered. **[Ord. 2006-036]**

C. Conditions of Approval

PBC shall impose Conditions of Approval and the recording of restrictive covenants as necessary to ensure compliance with the requirements of this Chapter. All Conditions of Approval shall be made part of the traffic concurrency and Development Order approved by the County or Municipality, as the case may be. **[Ord. 2006-036]**

D. Condition Monitoring

Development Order conditions imposed upon projects in the Unincorporated Area will be monitored by the County Engineer. For Development Orders imposed upon projects within Municipalities, monitoring reports with prescribed format and documentation shall be submitted to the relevant Municipality, as well as the County Engineer as required in [Art. 12.P, Mitigation Strategies](#). Failure to meet the requirements of any strategy, any Condition of Approval imposed pursuant to this Chapter, or any monitoring report required by this Chapter, may result in enforcement action including but not limited to Code Enforcement actions and actions to modify or revoke the concurrency approval, Development Order, or both. **[Ord. 2006-036]**

E. Substitution of Alternative Strategies or Alteration of Existing Strategy at a Later Date

If the Property Owner wishes to alter an existing strategy or substitute another mitigation strategy or strategies after receiving initial Development Order Conditions of Approval for qualification under the Point System, then an application for a Development Order Amendment must be filed for approval by PBC. For Projects located in Municipalities, alteration or substitution of alternative strategies must be reviewed and approved by the County Engineer before the application for Development Order Amendment is submitted to the Municipality. If an approvable mitigation strategy of equivalent or greater points is substituted, or if the County Engineer determines that an alteration of an existing strategy provides mitigation equal to or greater than originally approved, the development will not need to qualify again for approval under the Point System. **[Ord. 2006-036]**

F. Time Limits

Each approval shall be subject to specific time limitations. Expiration of the concurrency or failure to commence development as set forth in [Art. 2.E.2.C, Time Limitations for Commencement](#), will result in actions to modify or revoke the concurrency approval, Development Order, or both. If revoked, the capacity reserved will be returned to the system. **[Ord. 2006-036]**

G. Municipal Review

Notwithstanding the peak hour trip threshold set forth in [Art. 12.D, Procedure](#), projects located in Municipalities that require the Okeechobee Boulevard CRALLS in order to meet the County Traffic Performance Standards shall be subject to the requirements of this Chapter. Additional land use regulations may be imposed by the Municipality in conjunction with Point System review. **[Ord. 2006-036]**

Section 4 Mitigation Strategies

A. Strategy 1. Mixed Use Development around Transit Corridors

1. Applicability

This strategy consists of providing a mixed use development near a transit corridor. (This strategy cannot be combined with Strategy 2, Mixed Use Development around Transit Centers.) **[Ord. 2006-036]**

2. Qualifying Criteria

- a. The transit corridor must be no more than one-quarter mile walking distance from the nearest building entrance, and must include ADA accessible pedestrian pathways and provide access to transit services and adjoining uses. **[Ord. 2006-036]**
- b. Off-street parking areas shall be located and designed in a manner that supports and does not conflict with pedestrian activity. **[Ord. 2006-036]**
- c. A Master Plan or Site Plan must be developed to show how parcels will integrate with one another, and to dictate the build-out timeframe. **[Ord. 2006-036]**
- d. Uses must be identified within the Master Plan or Site Plan. **[Ord. 2006-036]**
- e. The Master Plan or Site Plan shall be approved as part of the Development Order. **[Ord. 2006-036]**
- f. Minimum floor area ratio must be 0.5 per net acre. **[Ord. 2006-036]**
- g. Minimum residential floor area must equal 60 percent of total and net residential trips must constitute at least one-quarter of total net a.m. or p.m. trips for the development. **[Ord. 2006-036]**
- h. Non-residential land uses shall include retail or a combination of retail and office or industrial, with retail constituting a minimum of ten percent of the total floor area for all land uses. Retail uses shall constitute a limited commercial facility of a convenience nature, serving residential neighborhoods within a one-half mile radius, located on a Local, Collector, or Arterial Street. **[Ord. 2006-036]**

3. Implementation Timeframe

The implementation timeframe will be defined as part of the Master Plan/Development Order. Master Plans and Development Orders for phased developments must include interim qualifying criteria consistent with the above criteria. At each phase of development, before CO will be granted, the interim criteria must be met. **[Ord. 2006-036]**

4. Monitoring and Enforcement

- a. At the conclusion of each phase of development, the County Engineer must confirm that the interim or final criteria are met prior to issuance of the first CO for the following phase. **[Ord. 2006-036]**
- b. As part of the development approval process, a restrictive covenant must be recorded against all parcels of the development indicating the minimum and maximum percentages allowed for each land use. PBC shall be granted the authority to enforce the covenants, along with other parties, if any, to be determined during development review. PBC shall not allow the conversion of uses that would result in a project's failure to meet specified requirements. **[Ord. 2006-036]**
- c. By April 1 of each year, starting April 1 after the first full year after the first CO, the developer, or their agent, must supply a service report to the County Engineer as well as Municipality if applicable, identifying the uses on site and the percentage or square footage each use encompasses. **[Ord. 2006-036]**
- d. Two years following Project Buildout, the developer, owner, or agent as appropriate may request alteration of existing strategy or substitution of alternative strategies pursuant to [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

- a. 0.4 for FAR 0.5 or higher per net acre, and at least 60 percent of the total square footage must be dedicated to residential use; **[Ord. 2006-036]**
- b. 0.6 for FAR 0.75 or higher per net acre, and at least 70 percent of the total square footage must be dedicated to residential use; or, **[Ord. 2006-036]**
- c. 0.8 for FAR 1.0 or higher per net acre, and at least 80 percent of the total square footage must be dedicated to residential use. **[Ord. 2006-036]**

B. Strategy 2. Mixed Use Development around Transit Centers

1. Strategy

This strategy consists of developing a mixed use project near a transit center located on a transit corridor as either a unified or parcelized development. This strategy cannot be combined with Strategy 1, Mixed Use Development around Transit Corridors. [Ord. 2006-036]

2. Qualifying Criteria

- a. The transit center must be no more than one-quarter mile walking distance from the nearest building entrance, and must include ADA accessible pedestrian pathways and provide access to transit services and adjoining uses. [Ord. 2006-036]
- b. Off-street parking areas shall be located and designed in a manner that supports and does not conflict with pedestrian activity. [Ord. 2006-036]
- c. A Master Plan must be developed to show how parcels will integrate with one another, and to dictate the build-out timeframe. [Ord. 2006-036]
- d. Uses must be identified within the Master Plan. [Ord. 2006-036]
- e. Minimum floor area ratio must be 0.5 per net acre. [Ord. 2006-036]
- f. Minimum residential floor area must equal 60 percent of total and net residential trips must constitute at least one-quarter of total net a.m. or p.m. trips for the development. [Ord. 2006-036]
- g. Non-residential land use shall include retail or a combination of retail and office or industrial, with retail constituting a minimum of ten percent of the total floor area for all land uses. Retail uses shall constitute a limited commercial facility of a convenience nature, serving residential neighborhoods within a one-half mile radius, located on a Local, Collector, or Arterial Street. [Ord. 2006-036]

3. Implementation Timeframe

The implementation timeframe will be defined as part of the Master Plan or Development Order. Master Plans and Development Orders for phased developments must include interim qualifying criteria consistent with the above criteria. At each phase of development, before CO will be granted, the interim criteria must be met. [Ord. 2006-036]

4. Monitoring

- a. At the conclusion of each phase of development, the County Engineer must confirm that the interim or final criteria are met prior to issuance of the first CO for the following phase. [Ord. 2006-036]
- b. As part of the development approval process, a restrictive covenant must be recorded against all parcels of the development indicating the minimum and maximum densities and intensities allowed for each land use. PBC shall be granted the authority to enforce the covenants, along with other parties, if any, to be determined during development review. PBC shall not allow the conversion of uses that would result in a project's failure to meet specified requirements. [Ord. 2006-036]
- c. By April 1 of each year, starting April 1 after the first full year after the first CO, the developer, or their agent, must supply a service report to the County Engineer as well as Municipality if applicable, identifying the uses on site and the percentage or square footage each use encompasses. [Ord. 2006-036]
- d. Two years following Project Buildout, the developer, agent, or Property Owner as appropriate may request alteration of existing strategies or substitution of alternative strategies pursuant to [Art. 12.P.3.F, Time Limits](#). [Ord. 2006-036]

5. Credit Factor

- a. 0.6 for FAR of 0.5 or higher per net acre, and at least 60 percent of the total square footage must be dedicated to residential use; [Ord. 2006-036]
- b. 0.8 for FAR of 0.75 or higher per net acre, and at least 70 percent of the total square footage must be dedicated to residential use; or, [Ord. 2006-036]
- c. 1.0 for FAR of 1.0 or higher per net acre, and at least 80 percent of the total square footage must be dedicated to residential use. [Ord. 2006-036]

C. Strategy 3. Feeder Transit Service to Rail Stations or Multi-Modal Transit Centers; New Commuter Bus Service; Local Bus/Shuttle Service; Employee Transit Passes

1. Strategy

This strategy consists of providing feeder service between the project site and a rail station or multi-modal transit center, providing new commuter bus service between the project site and residential areas, providing local or shuttle bus service between the project site and major employers in the Okeechobee Boulevard corridor, or offering all employees free transit passes for commuting to and from work. [Ord. 2006-036]

2. Qualifying Criteria

- a. Developers must specify dedicated funding commitments to provide for direct costs of feeder services or transit passes for a minimum of two years, or make a fair-share contribution to be

determined by and paid to the appropriate local transit agency for new or expanded services. **[Ord. 2006-036]**

- b. Vehicles must be classified as either buses or minibuses. **[Ord. 2006-036]**
- c. The transit service must be no more than one-quarter mile walking distance from the nearest building entrance. **[Ord. 2006-036]**
- d. The Project Site Plan must include provisions for transit service infrastructure, including pick-up/drop-off areas, and transit circulation plans. Additionally, pedestrian connectivity between the transit stop infrastructure and the primary use of the development that complies with ADA criteria must be specified. **[Ord. 2006-036]**
- e. Off-street parking areas shall be located and designed in a manner that supports and does not conflict with pedestrian activity. **[Ord. 2006-036]**
- f. Combining this strategy with Strategy 4, Parking Management, is encouraged. **[Ord. 2006-036]**
- g. Proposed route(s) shall be subject to approval by PBC in consultation with Palm Tran. **[Ord. 2006-036]**
- h. Proposed service associated with a non-residential site shall be operated at a minimum during the a.m. and p.m. peak hours during which the majority of site employees commute to and from work on all weekdays that the business(es) at the project site is open. Proposed service associated with a residential site shall be operated at a minimum during the highest a.m. peak hour and highest p.m. peak hour on all weekdays that major employment centers along the Okeechobee corridor are open. **[Ord. 2006-036]**

3. Implementation Timeframe

This strategy must be in place one year from date of issuance of final Certificate of Occupancy for a single-building project and one year from date of issuance of Certificate of Occupancy equaling 50-percent completion of a multiple-building project. **[Ord. 2006-036]**

4. Monitoring and Enforcement

- a. The transit service is specified as part of a Master Plan or Site Plan, and the Development Order. Annual documentation of marketing efforts, funding, and participation for the free transit pass program shall be provided to the Palm Beach County Engineer. **[Ord. 2006-036]**
- b. Two years following Project Buildout, the project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**
- c. By April 1 of each year, starting April 1 after the first full year after initiation of the transit service, the developer, or their agent, must supply a report to the County Engineer as well as Municipality if applicable, identifying average daily and weekly ridership, the number of employees from the project using the service, fees charged and revenues collected, and an evaluation of service operation with potential recommendations to increase the use of the service. **[Ord. 2006-036]**

5. Credit Factor

- a. 0.05 for subscription bus service that operates with at least 50-percent employer subsidy; **[Ord. 2006-036]**
- b. 0.05 for feeder service/transit passes on routes with 30-minute peak hour headways; **[Ord. 2006-036]**
- c. 0.10 for feeder service/transit passes on routes with 20-minute peak hour headways; **[Ord. 2006-036]**
- d. 0.15 for feeder service/transit passes on routes with 10-minute peak hour headways; or, **[Ord. 2006-036]**
- e. A 50-percent credit bonus will be given for feeder service that is operated with a peak headway as shown above and at least one-hour non-peak hour headways for a total period of at least 12 hours each weekday. The credit will double for feeder services offered free to the general public (not just site employees or residents). **[Ord. 2006-036]**

D. Strategy 4. Parking Management

Parking Management Strategy applies only to employee parking for non-residential projects of at least 50,000 square feet of building area and mixed use projects with non-residential components of at least 50,000 square feet of building area. This strategy consists of the following: **[Ord. 2006-036]**

1. Qualifying Criteria

- a. Parking lot must clearly identify separate parking areas for employees and customers, if any. Separate parking areas, including areas for employee preferred parking, shall be delineated on the Site Plan. **[Ord. 2006-036]**

- b. Notwithstanding [Art. 6, Parking, Loading, and Circulation](#), or other jurisdiction parking requirements, at least ten percent of the minimum number of parking spaces required by the applicable County or Municipal code must be eliminated from the portion of the lot reserved for employees. **[Ord. 2006-036]**
- c. Employees who drive to work must pay a daily fee of six dollars to park in the lot. The parking spaces for these employees must be located at the most remote point from the nearest building entrance relative to all other parking spaces. Employees who fail to pay the fee or park in an unauthorized space shall be subject to penalties including a fine equal to double the daily fee imposed, and in cases of repeated violations, towing. **[Ord. 2006-036]**
- d. All fees and penalties collected from the employees who pay to park must be deposited in a separate parking fee fund. Moneys in the fund shall be used to reduce traffic impacts by offering payments to employees who use public transportation or Vanpools in accordance with Strategy 5, Ridesharing Programs, offering payments to provide or fund in part shuttle service for employees in accordance with Strategy 3, Feeder Transit Service to Rail Stations or Multi-Modal Transit Centers; New Commuter Bus Service; Local Bus/Shuttle Service; Employee Transit Passes, or both. **[Ord. 2006-036]**
- e. Employees who rideshare do not pay a daily fee to park and may park in spaces designated for ridesharing participants. Because of the above relationships, this Strategy should be combined with Strategy 5, Ridesharing Programs. **[Ord. 2006-036]**
- f. Applicant must specify a dedicated funding commitment from a source other than the parking fee to provide on-site monitoring and parking fee fund management. **[Ord. 2006-036]**

2. Implementation Timeframe

Parking lot configuration must be in place at the time of CO for any phase of the project. Implementation timeframes for parking fees and use of parking fees to reduce traffic impacts shall be specified in the Development Order but in no event shall full implementation occur more than six months after Project Buildout. **[Ord. 2006-036]**

3. Monitoring

- a. Beginning April 1 after the first full year of program, and every April 1 thereafter, the Applicant, or successor in interest, must provide to the County Engineer an annual report. The annual report shall at a minimum contain monthly and cumulative statistics providing: **[Ord. 2006-036]**
 - 1) The number of total employees employed during each month and average number for the calendar year; **[Ord. 2006-036]**
 - 2) The number of employees who paid parking fees; **[Ord. 2006-036]**
 - 3) The number of employees who participated in ridesharing or shuttle programs; **[Ord. 2006-036]**
 - 4) The amount of fees collected; **[Ord. 2006-036]**
 - 5) A report on the expenditure of the fees and fund balance at the end of each month and calendar year; **[Ord. 2006-036]**
 - 6) An on-site monitoring report providing average number of rideshare vehicles and paid parking vehicles in the lot each month, and the number of vehicles cited for improperly parking or parking without paying a fee per month.

The report shall also include copies of all materials used in the project informing employees of the strategy including lot regulations, daily fees, and opportunities for ridesharing, public transportation, and shuttle service as appropriate. **[Ord. 2006-036]**

- b. Two years following Project Buildout, the developer, owner, or agent as appropriate may request alteration of existing strategy or substitution of alternative strategies pursuant to [Art. 12.P.3.F, Time Limits](#). In the event a substitution is authorized, all funds collected under this Strategy shall be deposited in the Okeechobee Boulevard Mitigation Fee Trust Fund established in Strategy 14, Additional Mitigation Fee Payment. **[Ord. 2006-036]**

4. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.D-13, Strategy 4 Credit Factor Calculation](#).

Table 12.P.4.D-13 – Strategy 4 Credit Factor Calculation

Credit Factor =	$\frac{P}{10 \times (\sqrt{S})}$
P	= number of parking spaces eliminated by parking management
S	= total size of non-residential building area in 1,000 sq. ft.
[Ord. 2006-036]	

E. Strategy 5. Ridesharing Programs

Ridesharing Programs shall apply only to non-residential projects and non-residential portions of mixed use projects with 20 or more employees. **[Ord. 2006-036]**

1. Qualifying Criteria

- a. At least 15 percent of the project employees must participate in ridesharing within nine months of Project Buildout or as otherwise specified in the Master Plan. The Master Plan shall specify an alternate, backup mitigation strategy or corrective/incentive plan to be implemented if after nine months, 15 percent of the project employees do not participate in ridesharing. **[Ord. 2006-036]**
- b. Projects must identify and fund a ridesharing coordinator to assist participants, promote, and facilitate the Ridesharing Program, and track performance of the Ridesharing Program for monitoring purposes. As an alternative, the Project may elect to participate in the existing South Florida Commuter Services Ridesharing Program by paying an annual membership fee. **[Ord. 2006-036]**
- c. Applicants must identify a dedicated funding commitment to fund all aspects of the Ridesharing Program. This funding commitment shall include a commitment to provide at least a 50-percent subsidy of the out-of-pocket cost of any employee vanpool utilizing the South Florida Vanpool Program. **[Ord. 2006-036]**
- d. Preferential parking must be allocated for Ridesharing Program participants. Preferential parking spaces must be located closest to building entrances, with the exception of reserved spaces required by the ADA and delineated on the Site Plan. **[Ord. 2006-036]**
- e. Combining this strategy with Strategy 4, Parking Management, is encouraged. **[Ord. 2006-036]**
- f. No credit shall be received for Strategy 5, Ridesharing Programs, for those employees qualifying for credit under the non-peak hour work hours part of Strategy 13, Compressed Work Week/Non-Peak Hour Work Hours. **[Ord. 2006-036]**

2. Monitoring

- a. Beginning April 1 after the first full year of program, and every April 1 thereafter, the Applicant, or successor in interest, must provide to the County Engineer an annual report. The annual report must be certified by an independent financial auditor and shall at a minimum contain monthly and cumulative statistics providing: **[Ord. 2006-036]**
 - 1) The number of total employees employed during each month and average number for the calendar year; **[Ord. 2006-036]**
 - 2) The number of employees who participated in ridesharing; **[Ord. 2006-036]**
 - 3) The number of days each employee participated in ridesharing per reporting period; and, **[Ord. 2006-036]**
 - 4) An accounting detailing the amount expended to fund the Ridesharing Program, including coordinator salary and amounts spent on promoting and monitoring the Ridesharing Program. The report shall also include copies of all materials used in promoting the Ridesharing Program. **[Ord. 2006-036]**
- b. Two years following Project Buildout, the developer, owner, or agent as appropriate may request alteration or substitution of strategies pursuant to [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

3. Implementation Timeframe

This Strategy must be fully implemented within nine months of Project Buildout, or as otherwise set forth in the Master Plan or Site Plan. **[Ord. 2006-036]**

4. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.E-14, Strategy 5 Credit Factor Calculation](#).

Table 12.P.4.E-14 – Strategy 5 Credit Factor Calculation

Credit Factor =	$\frac{E \times 2 \times D / 5}{50 \times (\sqrt{S})}$
E =	number of on-site employees that are required to participate
D =	number of weekdays per week that employees are required to participate
S =	number total size of non-residential building area in 1,000 sq. ft.
[Ord. 2006-036]	

F. Strategy 6. Telecommuting Programs

1. Strategy

This strategy applies only to larger employers implementing formal policies, based on specific criteria, to allow and encourage employees to telecommute. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. Project must be an employer of at least 20 people. **[Ord. 2006-036]**
- b. Project must develop a formal policy and contract between employees and managers. The Policy shall identify which job categories are suitable for telecommuting, and what employees must do to participate. **[Ord. 2006-036]**
- c. Employees must participate in the telecommuting program an average of at least two weekdays per week. **[Ord. 2006-036]**
- d. The projected level of participation, i.e., the number of employees participating and days per week telecommuting, must be established in the Master Plan or Site Plan and maintained. **[Ord. 2006-036]**
- e. Combining this strategy with Strategy 5, Ridesharing Programs, is encouraged. **[Ord. 2006-036]**

3. Implementation Timeframe

One year from Project Buildout to meet projected level of participation, or as otherwise specified in the Master Plan or Site Plan. **[Ord. 2006-036]**

4. Monitoring

- a. By April 1 of each year, starting April 1 after the first full year after initiating the program, the owner, developer, or their agent, must supply a service report to the County Engineer, identifying the number of employees from the development participating in the program and the number of days each employee telecommutes. This monitoring report shall also include a copy of the telecommuting policy and copies of each of the signed telecommuting contracts entered during the reporting period. **[Ord. 2006-036]**
- b. Two years following initiation of this strategy, the project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.F-15, Strategy 6 Credit Factor Calculation](#).

Table 12.P.4.F-15 – Strategy 6 Credit Factor Calculation

Credit Factor =	$\frac{E \times 2 \times D / 5}{50 \times (\sqrt{S})}$
E =	number of on-site based employees that telecommute
D =	number of weekdays per week that employees telecommute
S =	number total size of non-residential building area in 1,000 sq. ft.
[Ord. 2006-036]	

G. Strategy 7. Bicycle Parking Facilities

1. Strategy

This strategy consists of providing secure bicycle parking at residential and non-residential developments. **[Ord. 2006-036]**

2. Qualifying Criteria

Minimum requirements for bicycle parking facility shall be in accordance with the Table below:

Table 12.P.4.G-16 – Minimum Requirements for Bicycle Parking Facility

Use Type	Number of Parking Spaces
Commercial, Retail, and Institutional	1 bicycle space per 25 vehicle parking spaces
Multifamily and Mixed Use Development	1 bicycle space per 4 dwelling units
[Ord. 2006-036]	

- a. The secure bicycle parking facility must be provided within 75 feet of the entrance to buildings that cyclists will most likely use. Where there is more than one building on a site, or where a building has more than one main entrance, the parking must be distributed to serve all buildings or main entrances. All bicycle parking facilities shall be covered and may be fully enclosed. **[Ord. 2006-036]**
- b. Combining this strategy with Strategy 4, Parking Management, is encouraged. **[Ord. 2006-036]**

3. Implementation Timeframe

Secured bicycle facility must be completed prior to issuance of the first CO. **[Ord. 2006-036]**

4. Monitoring and Enforcement

When this strategy is used, the provision of bicycle facilities, including the number and general location, shall be included in the Development Order/Master Plan. **[Ord. 2006-036]**

5. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.G-17, Strategy 7 Credit Factor Calculation](#), below:

Table 12.P.4.G-17 – Strategy 7 Credit Factor Calculation

Credit Factor =	$\frac{0.5 (P_B)}{2 (P_T) + 9 (R_U)}$
P_B =	number of bicycle parking spaces created per above qualifying criteria a) and b)
P_T =	total number of non-residential parking spaces
R_U =	total number of residential housing units
[Ord. 2006-036]	

H. Strategy 8. Provide Access Between Developments

1. Strategy

- a. This strategy applies to vehicle and pedestrian connections between adjacent Projects and encourages the use of such interconnections to reduce the need to access abutting roadways. The credit factor is based on the standard internalization criteria used by the Traffic Division. **[Ord. 2006-036]**
- b. For projects on a CRALLS roadway, the credit will be based on the reduction of trips on the CRALLS roadway. Projects not directly on a CRALLS roadway will receive one-half the credit amount. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. The connection between the adjacent parcels must be conveniently located and designed to accommodate both vehicles and pedestrians. **[Ord. 2006-036]**
- b. The pedestrian connection must be ADA accessible. **[Ord. 2006-036]**
- c. Pedestrian connections between adjacent parcels or between building clusters within a single parcel shall be provided at a minimum of every 500 feet of building frontage or property line, and should be designed and located to maximize access to roadway corridors, transit stops, and parking areas. **[Ord. 2006-036]**
- d. The cross-access easement shall be shown on the parcel's plat, or recorded as a restrictive covenant, to ensure the access will remain should redevelopment of the site occur. A letter of agreement from the adjacent Property Owner shall be provided at the time of application in order to initially qualify for use of this strategy. If the Project is subsequently approved conditioned upon implementation of this strategy, the condition shall require a reciprocal cross-access easement at the same location on the adjacent property be recorded prior to the issuance of the first CO for the Project. Pedestrian crossings should incorporate treatments that provide the highest degree of visibility and safety for pedestrians. Recommended treatments include countdown signals, in-pavement lighting at crosswalks, raised pedestrian crosswalks, curb bulb-outs, and other traffic calming measures. These treatments should be applied where suitable, with special emphasis given in locations where pedestrians will cross Collector and Arterial roadways, and in parking and circulation areas of large developments. **[Ord. 2006-036]**
- e. The cross access must be provided in addition to any other cross access required by government land development regulations or driveway permit conditions. **[Ord. 2006-036]**
- f. Access for pedestrian use only will receive a reduced credit factor as set forth in [Art. 12.P.4.H.5, Credit Factor](#), below. **[Ord. 2006-036]**

3. Implementation Timeframe

The precise timetable shall be determined as part of the Development Order approval process but the cross-access easements on both properties must be in place, as depicted on the plat or in the restrictive covenant, prior to issuance of the first CO for the Project. **[Ord. 2006-036]**

4. Monitoring and Enforcement

Since providing access between developments is part of the Development Order/Master Plan, Code Enforcement or the Metropolitan Planning Organization Bicycle/Pedestrian Coordinator, or other County Departments, as appropriate, shall be able to inspect the cross-access connection at any time. **[Ord. 2006-036]**

5. Credit Factor

- a. Project where the first directly accessed Link is a CRALLS roadway: **[Ord. 2006-036]**
 - 1) 0.1 of smaller retail for retail to retail; **[Ord. 2006-036]**
 - 2) 0.1 of residential for residential to retail; **[Ord. 2006-036]**
 - 3) 0.1 of office for office to retail; and, **[Ord. 2006-036]**
 - 4) 0.05 of office for office to residential **[Ord. 200-036]**
- b. Project where the first directly accessed Link is not on CRALLS roadway: **[Ord. 2006-036]**
 - 1) 0.05 of smaller retail for retail to retail; **[Ord. 2006-036]**
 - 2) 0.05 of residential for residential to retail; **[Ord. 2006-036]**
 - 3) 0.05 of office for office to retail; and, **[Ord. 2006-036]**
 - 4) 0.025 of office for office to residential **[Ord. 2006-036]**
- c. The credit factor for pedestrian-only connections shall be one-tenth of the above numbers. **[Ord. 2006-036]**

I. Strategy 9. Provide Access to More Than One Road

1. Strategy

- a. This strategy applies to properties that have access to two or more thoroughfare roadways, either directly, via non-thoroughfare roadways, or via shared access with an adjacent property. It is intended to allow better distribution of traffic onto the major roadway system as compared to projects with single access. **[Ord. 2006-036]**
- b. For Projects that directly access a CRALLS roadway, the credit is associated with the reduction of trips on the CRALLS roadway. The secondary access must be an alternative to access to a CRALLS roadway. For Projects that do not directly access a CRALLS roadway, the access must be on two or more thoroughfare roadways. These projects will receive a lesser credit. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. Secondary access must be at an existing median opening to qualify for the full credit. If there is no median opening, the credit will be 50 percent less. Full credit shall be given if a median opening will be established concurrent with development. **[Ord. 2006-036]**
- b. The secondary access must be designed to accommodate both vehicles and pedestrians. **[Ord. 2006-036]**
- c. The secondary access for the pedestrian connection must be ADA accessible. **[Ord. 2006-036]**
- d. The access easement should be shown on the parcel's plat, or recorded as a restrictive covenant, to ensure the access will remain should redevelopment of the site occur. **[Ord. 2006-036]**
- e. The secondary access must be provided in addition to any secondary access required by government land development regulations or driveway permit. **[Ord. 2006-036]**
- f. For projects not on CRALLS roadways, the secondary access will not necessarily reduce traffic on the CRALLS roadway, but will better distribute Project Traffic on the roadway system. The credit factor is reduced by 50 percent in these cases. **[Ord. 2006-036]**
- g. Secondary access shall meet the access management requirements of the Municipality, County, or FDOT, as applicable; if not, then it must have been granted a variance from the access management requirements prior to qualifying for credit. **[Ord. 2006-036]**
- h. The secondary access may be an access point onto the CRALLS roadway that aligns with another thoroughfare and thus allows dispersion of some Project Traffic without impacting the CRALLS roadway except at the intersection. **[Ord. 2006-036]**

3. Implementation Timeframe

The precise timetable shall be determined as part of the Development Order approval process but the easement must be in place, as depicted on the plat or in the restrictive covenant, no later than issuance of the first CO for the Project. **[Ord. 2006-036]**

4. Monitoring

The project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

- a. 1.0 at median opening for access to thoroughfare secondary to CRALLS roadway; **[Ord. 2006-036]**
- b. 0.5 not at median openings for access to thoroughfare secondary to CRALLS roadway; **[Ord. 2006-036]**
- c. 0.2 at median opening to another thoroughfare for projects not on CRALLS roadway; **[Ord. 2006-036]**
- d. 0.1 not at median opening to another thoroughfare for projects not on CRALLS roadway; or, **[Ord. 2006-036]**

e. 0.4 for access onto CRALLS roadway that aligns with full median opening with another thoroughfare. **[Ord. 2006-036]**

J. Strategy 10. Low Generation Traffic Sensitive Uses

1. Strategy

This strategy consists of developing the project with a low generation traffic sensitive use, with the intent of reducing traffic congestion. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. Credit will be given for this Strategy only if credit is also earned from one of the following Strategies: 1, 2, 3, 4, 5, 6, 7, 8, or 9. **[Ord. 2006-036]**
- b. Restrictive covenants on the parcel shall be filed describing the uses and associated densities and intensities that are allowed. **[Ord. 2006-036]**
- c. The Master Plan or Site Plan shall identify, on a building and parcel basis, the building areas allocated to specific land uses for the development. **[Ord. 2006-036]**

3. Implementation Timeframe

Determined during concurrency review. **[Ord. 2006-036]**

4. Monitoring

By April 1 of each year, starting April 1 after the first full year after occupying the site, the developer, or their agent, must supply a use report to the County Engineer, identifying uses, and their densities and intensities, active on the site.

Two years following Project Buildout, the project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

- a. Credit shall be determined by multiplying by three the percent reduction (expressed as a decimal) in two-way peak hour trips as compared to the typical average net external two-way peak hour trips per gross acre for development in the area per the land use designation as of the effective date of adoption of this Section. The typical development density and intensities based on an analysis of existing developments in area of CRALLS are as follows: **[Ord. 2006-036]**
 - 1) Residential: as per maximum allowable under land use designation. **[Ord. 2006-036]**
 - 2) Retail Commercial: 0.18 gross lot area coverage by buildings. **[Ord. 2006-036]**
 - 3) Office: 0.16 gross lot area coverage by buildings. **[Ord. 2006-036]**
 - 4) Industrial: 0.22 gross lot area coverage by buildings. **[Ord. 2006-036]**
 - 5) Institutional: 0.09 gross lot area coverage by buildings. **[Ord. 2006-036]**
- b. It is further assumed that, for purposes of calculation and comparison, the typical gross lot area coverage intensities are based upon single-story buildings occupying the parcels. Also, for purposes of comparison, the typical density/intensity for the land use designations listed above shall be calculated using the general trip generation rate for that designation as published by PBC Engineering and Public Works Department/Traffic Division, whereas the proposed Project shall be calculated using the specific trip generation rate for the proposed use if it is a Conditional Use under the applicable zoning district. **[Ord. 2006-036] [Ord. 2017-007]**
- c. Credit factor shall be calculated in accordance with [Table 12.P.4.J-18, Strategy 10 Credit Factor Calculation](#), below:

Table 12.P.4.J-18 – Strategy 10 Credit Factor Calculation

Credit Factor =	$\frac{3 \times (T_A - T_P)}{T_A}$
T_A =	average net external 2-way peak hour trips per gross acre in area for applicable land use designation
T_P =	project net external 2-way peak hour trips per gross acre
[Ord. 2006-036]	

6. Example

- a. Proposed self-storage development of 60,000 square feet on ten-acre parcel with industrial land use designation = 0.14 gross lot area coverage **[Ord. 2006-036]**
- b. Average industrial gross lot area coverage = 0.22 **[Ord. 2006-036]**
- c. Project net external two-way p.m. peak hour trips per gross acre = (60 x 0.26)/10 = 1.56 trips/gross acre **[Ord. 2006-036]**
- d. Average net two-way p.m. peak hour trips per gross acre = 0.98 x (0.22 x 10 x 43,560/1,000)/10 = 9.39 trips/gross acre **[Ord. 2006-036]**
- e. Credit Factor = 3 x [(9.39 - 1.56) / 9.39] = 2.5 **[Ord. 2006-036]**

K. Strategy 11. Intersection Modifications

1. Strategy

This strategy consists of improvements to signalized intersections on the CRALLS roadway. The intersection modification can include additional turn lanes or additional through lanes. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. This strategy applies only to intersections projected to exceed a critical sum of 1,200 during either the a.m. or p.m. peak hour by Project Buildout. **[Ord. 2006-036]**
- b. Credit will only be given for this Strategy if a credit is also earned from one of the following Strategies: 1, 2, 3, 4, 5, 6, 7, 8, or 9. **[Ord. 2006-036]**
- c. Credit will not be given for that portion of the intersection modification that is required to mitigate just the traffic impacts of the proposed development. **[Ord. 2006-036]**

3. Methodology for Analyzing Improvement

The intersection will be analyzed using the “sum of critical movements” approach as detailed in [Art. 12.B, Standard](#). **[Ord. 2006-036]**

4. Implementation Timeframe

Determined during Site Plan review. **[Ord. 2006-036]**

5. Monitoring and Enforcement

When this strategy is used, the provision of intersection modifications shall be included in the Development Order as well as the Master Plan or Site Plan. The project’s developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

6. Credit Factor

Equal to five times the percentage reduction (expressed as a decimal) of the “sum of critical movement” in the operation of the intersection during either the a.m. or p.m. peak hour. The reduction in the critical movement sum is calculated without considering the component of traffic attributable to the proposed development itself. Credit factor shall be calculated in accordance with [Table 12.P.4.K-19, Strategy 11 Credit Factor Calculation](#), below:

Table 12.P.4.K-19 – Strategy 11 Credit Factor Calculation

Credit Factor =	$5 \times (1 - CS_M / CS_E)$
CS_M =	the existing sum of critical movements for the intersection
CS_E =	the sum of critical movements for the intersection after the modification
[Ord. 2006-036]	

7. Pooling Improvement by Multiple Developments

Multiple developments may pool their resources to implement an intersection improvement if the combined trips from the developments do not exceed the improvement to the intersection. In this case, the credit will be given proportionately according to each development’s contribution. **[Ord. 2006-036]**

8. Example

An intersection has an existing “sum of critical movements” of 1,500. A proposed improvement will result in a “sum of critical movements” of 1,350. The improvement is $5 \times [1 - (1,350 / 1,500)] = 5 \times (1 - 0.9) = 0.5$. **[Ord. 2006-036]**

L. Strategy 12. Grade Separated Interchange Improvement

1. Strategy

This strategy consists of dedicating R-O-W for a proposed grade separated interchange or interchange modification. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. The interchange improvement must be approved by the Florida Department of Transportation District 4, PBC and/or Florida’s Turnpike District, as appropriate. **[Ord. 2006-036]**
- b. Credit will only be given for this Strategy if a credit is also earned from one of the following Strategies: 1, 2, 3, 4, 5, 6, 7, 8, or 9. **[Ord. 2006-036]**
- c. The dedication of R-O-W must be in addition to what is required by government land development regulations and must not be site-related. **[Ord. 2006-036]**

3. Implementation Timeframe

Determined during Site Plan review. **[Ord. 2006-036]**

4. Monitoring and Enforcement

When this strategy is used, the provision of grade-separated interchange improvements shall be included in the Palm Beach County Comprehensive Plan on either the Thoroughfare Right-of-Way

Identification Map or Adopted Long Range Plan Map and the area to be dedicated shall be designated in the project's Development Order/Master Plan. The project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant to [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

(Percentage of total required grade separated interchange improvement R-O-W dedicated by developer expressed as a decimal). **[Ord. 2006-036]**

M. Strategy 13. Compressed Work Week/Non-Peak Hour Work Hours

1. Strategy

A work site policy implementing a work schedule for full-time (i.e. working at least 35 hours per week) employees for a less than five-day work week by extending hours of work during the remaining work days, with start and end work times that fall outside the normal a.m. (seven to nine a.m.) and p.m. (four to six p.m.) peak hours. **[Ord. 2006-036]**

2. Qualifying Criteria

- a. 20 percent or more of on-site employees must be working the compressed work week schedule. **[Ord. 2006-036]**
- b. Either the start or end work time or both must fall outside the normal a.m. and p.m. peak hours of on-street traffic. **[Ord. 2006-036]**
- c. The work schedules for the affected on-site employees need to be documented on an annual basis. **[Ord. 2006-036]**
- d. Projects must include an on-site coordinator to assist participants in the program, as well as to facilitate program performance tracking and reporting. **[Ord. 2006-036]**
- e. Project must develop a formal policy and contract between employees and managers that shall identify which job categories are eligible for the compressed work week/non-peak work hours option. **[Ord. 2006-036]**
- f. Project must be an employer of 20 or more people. **[Ord. 2006-036]**
- g. For those employees qualifying for credit under the non-peak hour work hours part of Strategy 13, Compressed Work Week/Non-Peak Work Hours, no credit shall be received for Strategy 5, Ridesharing Programs. **[Ord. 2006-036]**

3. Implementation Timeframe

One year from date of issuance of the first CO for the Project. **[Ord. 2006-036]**

4. Monitoring and Enforcement

- a. By April 1 of each year, starting April 1 after the first full year after initiating the program, the owner, developer, or their agent, must supply a report to the County Engineer identifying the number of employees from the development participating in the program and the total number of employees employed during the reporting period, and the work schedules of each participant. This monitoring report shall also include a copy of the compressed work week policy and copies of each of the signed compressed work week contracts entered during the reporting period. The County Engineer shall analyze the data for compliance with the Development Order. If the program fails to meet the plan's specified criteria within one year of Project Buildout, the owner, developer, or agent shall undertake remedial action, or institute an alternate mitigation strategy. **[Ord. 2006-036]**
- b. Two years following initiation of the strategy, the project's developer, owner, or agent as appropriate, may request alteration or substitution of the strategy pursuant [Art. 12.P.3.F, Time Limits](#). **[Ord. 2006-036]**

5. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.M-20, Strategy 13 Credit Factor Calculation](#), below:

Table 12.P.4.M-20 – Strategy 13 Credit Factor Calculation

Credit Factor =	$\frac{E \times (D + H / (5 - D))}{50 \times (\sqrt{S})}$
E =	number of on-site based employees that participate in program
D =	number of weekdays per week that the employees do not have to drive to work due to their participation in program
H =	number of peak hours per week on workdays during which participating employees will not drive to work
S =	size of project in 1,000 sq. ft.
[Ord. 2006-036]	

N. Strategy 14. Additional Mitigation Fee Payment

1. Strategy

This strategy involves the payment of mitigation fees in excess of the amount required by the Code for Road Impact Fees. These fees shall be deposited in a separate Okeechobee Boulevard Mitigation Fee Account and shall be used by the BCC to fund road improvements or other Programs designed to improve traffic flow in the Okeechobee Boulevard corridor. [Ord. 2006-036]

2. Qualifying Criteria/Implementation Timeframe

- a. Prepayment of the additional mitigation fees shall be required prior to issuance of the first Building Permit. [Ord. 2006-036]
- b. Credit will only be given for this Strategy if a credit is also earned from one of the following Strategies: 1, 2, 3, 4, 5, 6, 7, 8, or 9. [Ord. 2006-036]

3. Credit Factor

Credit factor shall be calculated in accordance with [Table 12.P.4.N-21, Strategy 14 Credit Factor Calculation](#), below:

Table 12.P.4.N-21 – Strategy 14 Credit Factor Calculation

$0.001 \times (\text{additional amount of payment in } \$1,000\text{s}) + 0.005 \times (\text{percentage excess payment above required impact fee expressed as whole number - up to a maximum of 100 percent})$ [Ord. 2006-036]
--

4. Example

A project with a Road Impact Fee of 132,000 dollars agrees to pay 100 percent of its fee as an additional mitigation fee payment. The project will thus qualify for a credit factor of $(0.001 \times 132) + (0.005 \times 100) = 0.632$. [Ord. 2006-036]

Section 5 CRALLS Mitigation Strategies: Point System Methodology

The following section outlines the methodology for a preliminary Point System to be used in conjunction with CRALLS Mitigation Strategies. This system operates within the context of PBC’s Traffic Performance Standards, in that it assigns trips impacting CRALLS facilities as part of the overall trip generation function. CRALLS Facilities Assigned Trips are defined to include the highest number of Project Net Trips that pass through any single point (intersection or Link) along the Okeechobee Corridor that is within the Project’s Radius of Development Influence (RDI). For example, this would include Project trips assigned to all approaches to an Okeechobee intersection that lies within the RDI, including U-turn movements that must occur at the intersection. Once those assigned trips are understood and classified, a weighting factor can be applied to reflect the intensity of mitigation required by the developer. The “credit factor” used in this system corresponds to the sum of the credit factors derived from the mitigation strategies utilized. [Ord. 2010-022]

Table 12.P.5-22 – Point System Methodology

CRALLS Facilities Assigned Trips (Net 2-way peak hour trips)	Weighting Factor	Minimum Points Needed to Fulfill Mitigation (divide assigned trips by 10)
1-100	5	≤ 10
101-200	10	11-20
201-400	20	21-40
401-800	40	41-80
801-1,000 (1)	80	81-100

[Ord. 2006-036]

Notes:

1.	Net 2-way peak hour trips in excess of this number shall be categorized and assigned weighting factors in a proportionate manner to the above Table. [Ord. 2006-036]
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A. Calculation to Determine Mitigation

The method of calculation to determine mitigation shall be in accordance with [Table 12.P.5.A-23, Calculation to Determine Mitigation](#), below:

Table 12.P.5.A-23 – Calculation to Determine Mitigation

$\frac{\text{Number of assigned trips}^1 \times \text{credit factor}}{\text{Weighting factor}} = \text{Points earned}$	
[Ord. 2006-036]	
Notes:	
1.	The assigned trips include only those trips that are impacted by the specific mitigation strategy.
All credit factor calculations for each strategy are to be rounded off to the nearest one-hundredth prior to summing them to derive total points. [Ord. 2006-036]	

B. Example Calculation

1. Impact

- a. Development will impact 100 trips onto CRALLS facility. [Ord. 2006-036]
- b. Developer needs 10 points to achieve CRALLS mitigation. [Ord. 2006-036]

2. Mitigation Examples

- a. Developer chose to implement an access to thoroughfare secondary to CRALLS roadway: [Ord. 2006-036]

$\frac{100 \times 0.10}{0.5} = 20 \text{ points}$
[Ord. 2006-036]

- b. Developer chose to implement a feeder route with 30-minute headways: [Ord. 2006-036]

$\frac{100 \times 0.05}{0.5} = 10 \text{ points}$
[Ord. 2006-036]

CHAPTER Q PROPORTIONATE SHARE PROGRAM

Section 1 Purpose and Intent

The purpose of this Chapter is to establish a program that meets the requirements of to [F.S. § 163.3180\(5\)\(h\)](#), as may be amended, by allowing an Applicant to satisfy the traffic concurrency requirements of the ULDC and Plan by entering into a binding agreement to pay for or construct its proportionate share of required improvements [Ord. 2006-043] [Ord. 2018-018]

Section 2 Applicability

The Proportionate Share Program shall apply to all Projects that fail to meet the standards of this Article on a Collector or Arterial Road that is not the responsibility of a Municipality, or that fail to meet the standards of this Article on a transportation facility maintained by FDOT. The Proportionate Share Program does not apply to Developments of Regional Impact (DRIs) using proportionate share under to [F.S. § 163.3180\(12\)](#), or to Projects exempted from this Article. [Ord. 2006-043] [Ord. 2018-018]

Section 3 General Requirements

- A. An Applicant may satisfy the transportation concurrency requirements of Palm Beach County by making a proportionate share contribution, pursuant to the following requirements: [Ord. 2006-043] [Ord. 2018-018]
 - 1. The proposed development is consistent with the comprehensive plan and applicable land development regulations. [Ord. 2006-043]
 - 2. Any improvement project proposed to meet the developer’s share obligation must meet Palm Beach County’s design standards for locally-maintained roadways and those of the FDOT for the State highway system. [Ord. 2006-043] [Ord. 2018-018]
 - 3. The proportionate share contribution is applied toward one or more mobility improvements that will benefit a regionally significant transportation facility. [Ord. 2018-018]
 - 4. For Projects located within a Municipality, any Proportionate Share Agreement required by an Applicant in order to meet traffic concurrency must be entered into by the Applicant and PBC prior to receiving a

DO from the Municipality. The County Engineer may rescind a traffic concurrency approval in the event the Project receives a Municipal DO prior to entering into a Proportionate Share Agreement with PBC. **[Ord. 2018-018]**

Section 4 Intergovernmental Coordination

Pursuant to policies in the Intergovernmental Coordination Element of the Plan, Palm Beach County shall coordinate with affected jurisdictions, including FDOT, regarding mitigation to impacted facilities not under the jurisdiction of the Local Government receiving the application for proportionate share mitigation. An interlocal agreement may be established with other affected jurisdictions for this purpose. **[Ord. 2006-043] [Ord. 2018-018]**

Section 5 Application Process

- A. In the event of a lack of capacity to satisfy transportation concurrency, the Applicant shall have the opportunity to satisfy transportation concurrency through the Proportionate Share Program pursuant to the requirements of [Art. 12.Q.3, General Requirements](#). **[Ord. 2006-043] [Ord. 2018-018]**
- B. Eligible Applicants shall submit an application to the County Engineer. The County may establish an application fee that does not exceed the cost to the County of reviewing the application. **[Ord. 2006-043] [Ord. 2018-018]**
- C. The County Engineer shall review and evaluate the application as part of the Traffic Impact Study as set forth in [Art. 12.D, Procedure](#). **[Ord. 2006-043] [Ord. 2018-018]**
- D. When an application is deemed sufficient, complete, and eligible, a proposed proportionate share obligation and binding agreement will be prepared by the County Engineer or the Applicant and delivered to the appropriate parties for review. **[Ord. 2006-043] [Ord. 2018-018]**
- E. No Proportionate Share Agreement will be effective until approved by the County. **[Ord. 2006-043] [Ord. 2018-018]**

Section 6 Determining Proportionate Share Obligation

- A. Proportionate share mitigation for concurrency impacts may include, without limitation, separately or collectively, private funds, and construction and contribution of facilities. **[Ord. 2006-043] [Ord. 2018-018]**
- B. A Project eligible for participation under the Proportionate Share Program shall not be required to pay more than its proportionate share. The fair market value of the proportionate share mitigation for the impacted facilities shall not differ regardless of the method of mitigation. **[Ord. 2006-043] [Ord. 2018-018]**
- C. The methodology used to calculate a Project’s proportionate share obligation shall be as provided for in [F.S. § 163.3180\(5\)\(h\)](#), as follows: **[Ord. 2018-018]**

The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build-out of a stage or phase being approved, divided by the change in the peak hour maximum service volume (MSV) of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted LOS.	
OR	
Proportionate Share = $\sum [((\text{Development Trips}_i) / (\text{SV Increase}_i)) \times \text{Cost}_i]$	
Where:	
Development Trips =	Those trips from the stage or phase of development under review that are assigned to roadway segment “i” and have triggered a deficiency per TPS.
SV Increase =	Service volume increase provided by the eligible improvement to roadway segment “i” per Art. 12.Q.3, General Requirements .
Cost =	Adjusted cost of the improvement to segment “i.” Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering review, inspection, administration, and physical development costs directly associated with construction at the anticipated cost, including contingencies, in the year it will be incurred. [Ord. 2006-043]

- D. For the purposes of determining proportionate share obligations, the County Engineer shall determine costs of the improvement at the time of application, but shall be subject to an adjustment calculation to account for changes in road development costs that may occur between the date of Proportionate Share Agreement and the date each Proportionate Share Payment is due. The method of calculating said adjustment and appropriate Producer Price Index for Commodities shall be included in the Proportionate Share Agreement. **[Ord. 2006-043] [Ord. 2018-018]**
- E. If the County has accepted an improvement proposed by the Applicant, then the value of the improvement shall be based on an engineer's certified cost estimate provided by the Applicant and approved by the County Engineer or other method approved by the County Engineer. **[Ord. 2006-043]**

Section 7 Impact Fee Credit for Proportionate Share Mitigation

- A. Proportionate share contributions shall be applied as a credit against impact fees to the extent that all or a portion of the proportionate share mitigation is used to address the same capital infrastructure improvements contemplated by [Art. 13, Impact Fees](#). **[Ord. 2006-043] [Ord. 2018-018]**
- B. Impact fee credits for the proportionate share contribution will be determined when the transportation impact fee obligation is calculated for the proposed development. Impact fees owed by the Applicant will be reduced per the Proportionate Share Agreement as they become due pursuant to [Art. 13, Impact Fees](#). Once the credit has been exhausted, payment of Road Impact Fees shall be required for each permit issued. The impact fee credit shall be established when the proportionate share contribution is received by the County, or when the share amount is secured by Performance Security. **[Ord. 2006-043] [Ord. 2018-018]**
- C. The proportionate share obligation is intended to mitigate the transportation impacts of a proposed Project. As a result, any Road Impact Fee credit based upon proportionate share contributions for a proposed Project cannot be transferred to any other Project. **[Ord. 2006-043] [Ord. 2018-018]**

Section 8 Proportionate Share Agreements

- A. Upon execution of a Proportionate Share Agreement ("Agreement"), the Applicant shall receive a certificate of concurrency approval. Should the Applicant fail to apply for a Development Permit within 12 months, then the Agreement shall be considered null and void, and the Applicant shall be required to reapply. **[Ord. 2006-043] [Ord. 2018-018]**
- B. Payment of the proportionate share contribution shall be non-refundable. **[Ord. 2006-043] [Ord. 2018-018]**
- C. In the event an Agreement requires the Applicant to build one or more road improvements, all such improvements must be commenced prior to issuance of a Development Permit and assured by a binding agreement that is accompanied by a Performance Security sufficient to ensure the completion of all required improvements. It is the intent of this Section that any required improvements be completed before issuance of Certificates of Occupancy. **[Ord. 2006-043]**
- D. Any requested change to a development Project subsequent to a Development Order may be subject to additional proportionate share contributions to the extent the change would generate additional traffic that would require mitigation. **[Ord. 2006-043]**
- E. Applicants may submit a letter to withdraw from the Proportionate Share Agreement at any time prior to the execution of the Agreement. The application fee and any associated advertising costs paid to Palm Beach County will be non-refundable. **[Ord. 2006-043] [Ord. 2018-018]**
- F. Palm Beach County may enter into Proportionate Share Agreements for selected corridor improvements to facilitate collaboration among multiple Applicants on improvements to a shared transportation facility. **[Ord. 2006-043] [Ord. 2018-018]**

Amendment History:

[Ord. 2003-067; January 1, 2004] [Ord. 2005-002; February 2, 2005] [Ord. 2006-036; August 29, 2006] [Ord. 2006-043; September 1, 2006] [Ord. 2006-055; December 1, 2006] [Ord. 2007-013; September 4, 2007] [Ord. 2008-003; January 30, 2008] [Ord. 2010-005; February 2, 2010] [Ord. 2010-022; September 1, 2010] [Ord. 2011-001; February 4, 2011] [Ord. 2011-016, September 6, 2011] [Ord. 2014-025; September 3, 2014] [Ord. 2017-007; March 2, 2017] [Ord. 2018-018; August 29, 2018] [Ord. 2019-005; January 29, 2019] [Ord. 2020-001; January 28, 2020]

Table 2.1 – Juno Beach Traffic Analysis - Palm Beach County and FDOT Roadways

2023 AUR

PALM BEACH COUNTY AND FDOT ROADWAYS

Roadway	From	To	Existing Traffic Analysis				2029 Traffic Analysis			Count Source	
			Count Year	PM Peak Hour Dir. Vol.	Lanes	LOS D	Volume to Capacity (v/c)	Total Background Growth	2029 Traffic		Volume to Capacity (v/c)
Donald Ross Road	Prosperity Farms Road	Ellison Willson Road	2022	1311	4D	1960	0.67	173	1484	0.76	2
Donald Ross Road	Ellison Willson Road	US-1	2022	1006	4D	1960	0.51	169	1175	0.60	3
Donald Ross Road	US-1	Ocean Drive	2022	224	2	880	0.25	34	258	0.29	3
Ellison Willson Road	Donald Ross Road	Universe Boulevard	2023	625	2	880	0.71	49	674	0.77	1
Ellison Willson Road	Universe Boulevard	PGA Boulevard	2023	640	2	880	0.73	50	690	0.78	1
US-1	Marcinski Road	Donald Ross Road	2022	1626	4D	1960	0.83	174	1800	0.92	2
US-1	Donald Ross Road	Universe Boulevard	2023	1120	4D	1960	0.57	100	1220	0.62	1
US-1	Universe Boulevard	PGA Boulevard	2022	1421	4D	1960	0.73	138	1559	0.80	2
Ocean Drive	Marcinski Road	Donald Ross Road	2022	210	2	880	0.24	17	227	0.26	4
Ocean Drive	Donald Ross Road	US-1	2022	210	2	880	0.24	17	227	0.26	4

Notes:

1. 2023 PBC Traffic Counts
2. 2022 PBC Traffic Counts
3. Derived from 2022 intersection counts
4. From 2022 FDOT Traffic Information website

Table 2.2 – Juno Beach Traffic Analysis – Arterial Roadways

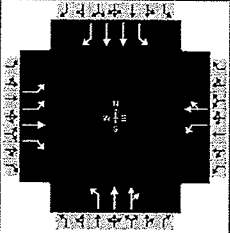
TOWN OF JUNO BEACH ROADWAYS

Roadway	From	To	Existing Traffic Analysis					2029 Traffic Analysis			Count Source
			Count Year	PM Peak Hour Dir. Vol.	Lanes	LOS C	Volume to Capacity (v/c)	Total Background Growth	2029 Traffic	Volume to Capacity (v/c)	
Mars Way	US-1	Ocean Drive	2024	76	2	370	0.21	8	84	0.23	5
Olympus Drive	US-1	Ocean Drive	2020	24	2	370	0.06	5	29	0.08	5

5. Traffic counts collected by Simmons and White, Inc.

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PTC			Duration, h	0.250		
Analyst	#21-105	Analysis Date	Jun 30, 2022	Area Type	Other		
Jurisdiction	PBC	Time Period	PM Peak Total	PHF	0.95		
Urban Street	US 1	Analysis Year	2027 w/ Project	Analysis Period	1 > 7:00		
Intersection	Donald Ross & US 1		File Name	D.Ross & US1 PM total 6-30-22.xus			
Project Description	Caretta						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	721	222	332	34	191	28	422	1007	21	142	733	828

Signal Information													
Cycle, s	135.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On										
Force Mode	Fixed	Simult. Gap N/S	On										
				Green	8.0	13.0	33.0	28.0	18.0	0.0			
				Yellow	5.0	5.0	5.0	5.0	5.0	0.0			
				Red	2.0	2.0	2.0	2.0	2.0	0.0			

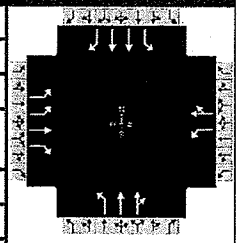
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		9.0		10.0	1.1	4.0	1.1	3.0
Phase Duration, s		35.0		25.0	35.0	60.0	15.0	40.0
Change Period, (Y+R _c), s		7.0		7.0	7.0	7.0	7.0	7.0
Max Allow Headway (MAH), s		3.2		3.1	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s		30.0		18.9	29.7		10.0	
Green Extension Time (g _e), s		0.0		0.0	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	1.00		1.00	
Max Out Probability		1.00		1.00	1.00		1.00	

Movement Group Results	EB			WB			NB			SB			
	L	T	R	L	T	R	L	T	R	L	T	R	
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12	
Adjusted Flow Rate (v), veh/h	759	234	349	36	231		444	543	539	149	772	808	
Adjusted Saturation Flow Rate (s), veh/h/ln	1730	1870	1585	1781	1828		1781	1870	1857	1781	1781	1585	
Queue Service Time (g _s), s	28.0	15.3	22.3	2.4	16.9		27.7	33.5	33.6	8.0	28.2	33.0	
Cycle Queue Clearance Time (g _c), s	28.0	15.3	22.3	2.4	16.9		27.7	33.5	33.6	8.0	28.2	33.0	
Green Ratio (g/C)	0.21	0.21	0.41	0.13	0.13		0.47	0.39	0.39	0.30	0.24	0.45	
Capacity (c), veh/h	717	388	658	238	244		448	734	729	226	871	716	
Volume-to-Capacity Ratio (X)	1.058	0.602	0.532	0.151	0.946		0.993	0.740	0.740	0.661	0.886	1.129	
Back of Queue (Q), ft/ln (95 th percentile)	622.9	298.1	337.8	49.4	405.3		688.6	584.7	572.2	187.2	510.8	1305.4	
Back of Queue (Q), veh/ln (95 th percentile)	24.5	11.7	13.3	1.9	16.0		27.1	23.0	22.9	7.4	20.1	51.4	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d ₁), s/veh	53.5	48.5	29.7	51.7	58.0		38.1	35.1	35.1	38.1	49.2	37.0	
Incremental Delay (d ₂), s/veh	49.9	1.9	0.4	0.1	42.3		40.4	6.6	6.6	5.6	12.9	75.0	
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	103.4	50.3	30.1	51.8	100.3		78.6	41.7	41.7	43.7	62.1	112.0	
Level of Service (LOS)	F	D	C	D	F		E	D	D	D	E	F	
Approach Delay, s/veh / LOS	75.1		E	93.8		F	52.4		D		83.8		F
Intersection Delay, s/veh / LOS				72.1						E			

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.33	B	2.55	C	1.93	B	2.30	B
Bicycle LOS Score / LOS	2.70	C	0.93	A	1.75	B	1.91	B

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PTC			Duration, h	0.250		
Analyst	#21-105	Analysis Date	1/12/2022	Area Type	Other		
Jurisdiction	PBC	Time Period	PM Peak Background	PHF	0.95		
Urban Street	US 1	Analysis Year	2027 w/o Project	Analysis Period	1 > 7:00		
Intersection	Donald Ross & US 1	File Name	D.Ross & US1 PM bkgd 2-21-22.xus				
Project Description	Juno Pointe						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	691	222	327	34	187	28	403	1007	21	123	725	817

Signal Information				Phase Diagrams											
Cycle, s	135.0	Reference Phase	2												
Offset, s	0	Reference Point	End	Green	8.0	12.2	33.8	28.0	18.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On	Yellow	5.0	5.0	5.0	5.0	5.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	2.0	2.0	0.0					

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		9.0		10.0	1.1	4.0	1.1	3.0
Phase Duration, s		35.0		25.0	34.2	60.0	15.0	40.8
Change Period, (Y+R_c), s		7.0		7.0	7.0	7.0	7.0	7.0
Max Allow Headway (MAH), s		3.2		3.1	3.1	0.0	3.1	0.0
Queue Clearance Time (g_s), s		30.0		18.5	27.2		9.3	
Green Extension Time (g_e), s		0.0		0.0	0.1	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	1.00		0.99	
Max Out Probability		1.00		1.00	1.00		1.00	

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	727	234	344	36	226		424	543	539	129	763	797
Adjusted Saturation Flow Rate (s), veh/h/ln	1730	1870	1585	1781	1828		1781	1870	1857	1781	1781	1585
Queue Service Time (g_s), s	28.0	15.3	22.1	2.4	16.5		25.2	33.5	33.6	7.3	27.6	33.8
Cycle Queue Clearance Time (g_c), s	28.0	15.3	22.1	2.4	16.5		25.2	33.5	33.6	7.3	27.6	33.8
Green Ratio (g/C)	0.21	0.21	0.41	0.13	0.13		0.47	0.39	0.39	0.31	0.25	0.46
Capacity (c), veh/h	717	388	648	238	244		445	734	729	226	891	725
Volume-to-Capacity Ratio (X)	1.014	0.602	0.531	0.151	0.929		0.953	0.740	0.740	0.572	0.856	1.099
Back of Queue (Q), ft/ln (95 th percentile)	569.2	298.1	335.8	49.4	391.2		523.9	584.7	572.2	151.6	493.8	1229.8
Back of Queue (Q), veh/ln (95 th percentile)	22.4	11.7	13.2	1.9	15.4		20.6	23.0	22.9	6.0	19.4	48.4
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	53.5	48.5	30.1	51.7	57.9		35.7	35.1	35.1	36.0	48.3	36.6
Incremental Delay (d2), s/veh	37.1	1.9	0.4	0.1	38.2		29.9	6.6	6.6	2.2	10.4	63.6
Initial Queue Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	90.6	50.3	30.5	51.8	96.1		65.6	41.7	41.7	38.3	58.7	100.2
Level of Service (LOS)	F	D	C	D	F		E	D	D	D	E	F
Approach Delay, s/veh / LOS	67.5		E	90.0	F		48.4		D	76.7		E
Intersection Delay, s/veh / LOS				66.0						E		

Multimodal Results	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.33		B	2.55		C	1.93		B	2.30		B
Bicycle LOS Score / LOS	2.64		C	0.92		A	1.73		B	1.88		B



Meeting Name: Town Council
Meeting Date: December 17th, 2024
Prepared By: Isabella Hickey
Item Title: Special Event Request - Art Fest by the Sea

DISCUSSION:

Staff received a request for a special event from Mr. Stewart Auville representing the Palm Beach North Chamber of Commerce. **This event is a recurring event in Town at the same location along Ocean Drive.**

The event is an arts and crafts market, with artists, various vendors including food/beverage and other notable affiliates. The anticipated attendance is approximately 8,000 over the two days. The dates of the event are proposed for March 7th through March 9th, from 8 am to midnight (Friday, March 7th will be used for setup). This event takes place between the Marcinski Road and Donald Ross Road, within Ocean Drive right-of-way (A1A), and requires the roadway to be closed during the event. The applicant has provided a map depicting the entire area of the event.

The applicant will be charged a fee of \$1000/day and a \$5,000 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. Based on the event type the applicant will be responsible for providing all outstanding items prior to the date or be subject to late fees and/or cancelation of event.

As part of the conditions of approval, no vendors or event parking shall be located within the right-of-way that is directly in front of Ocean Royale. Staff will apply all the regular conditions for such an event on their regular application plus any identified by the Town Council.

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.



TOWN OF JUNO BEACH
 RECEIVED 340 Ocean Drive; Juno Beach, FL 33408
 2024 OCT 16 A 11:41

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:

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

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

**Low-Impact events consisting of 25 attendees or less will be approved administratively.

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

- nm Application Fee is due at time of Application submittal and is not refundable.
- nm Deadline Late Fee is an additional charge and is not refundable.
- nm 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.
- nm 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.
- nm 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.
- nm Failure to comply with restrictions imposed automatically forfeits the Security Deposit.
- nm Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.
- nm 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.
- nm 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.

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

Section II Required Information

▪ *Regarding the Applicant:*

Name of Applicant/Sponsor: PBN CHAMBER OF COMMERCE Phone: 561 746 7111

Relationship to Organization Represented; _____

Address of Applicant/Sponsor: 5520 PBA BLDG. SUITE 200
PALM BEACH GARDENS FL 33418

Name, Address, Phone of Organization Represented: STEWART AUVILLE & BROWN FULINE

Principal contact person on Event Day/Phone: SAUVILLE 561-951-4443

Alternate contact person on Event Day/Phone: B FULINE 561 676 8899

Regarding the Subject Location (where the proposed special event is being requested):

Address/Location: AIA BETWEEN DONALD
MISS RD + MARCINSKI

Name of Subdivision:

Regarding the Special Event Specifics:

Please describe the special event being requested: ART FESTIVAL
+ FUND RAISING EVENT FOR
CHAMBER

Indicate roadway(s) to be closed: AIA BETWEEN DONALD MISS
RD + MARCINSKI - NOT ATTACHED

Indicate if amusement rides (type/quantity) are part of the event: NA

Indicate if alcohol will be served at the event and who will serve: YES

Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: ICE TRAILS, FOOD TRUCK OR TWO,
CREAM TRAILER

Number of employees/volunteers working the event: 110

Number of anticipated attendees for the event: 4000 EACH DAY (8000)

Length of time proposed for the event to take place, including set-up and tear down, (dates/times): FRI MARCH 7TH - 9TH
8AM 12 MIDNIGHT

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):

POLICE - CROWD CONTROL - TRAFFIC

▪ **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 **TB PROVIDED**
- Notarized Letter from property owner
- Copy of Driver License

Indicate items not submitted and reasons for non-submittal: COI - STILL W/
ABSENT

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.

NI M. S
Applicant/Sponsor Signature
Noe / Martinez
Print Name

10/2/24
Date

Office Use Only:

Isabella Hickey
Received By

2024 OCT 16 A 11:41
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: _____

TOWN OF JUNO BEACH RECEIVED

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.US AND PFERTIG@JUNOBEACHPD.COM.***

Office Use Only:

_____ Officers @ \$55.00/hour: total of _____ hours = \$ _____
 _____ Supervisors @ \$65.00/hour: total of _____ hours = \$ _____
 Additional Fee(s): _____ \$ _____

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 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.

Rates

<i>Regular Staff</i>	\$35.00
<i>Supervisor (if required)</i>	\$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 Security Deposit withheld:

<i>* Amount and Date Returned of the Security Deposit.</i>	
<i>Amount</i>	<i>Date</i>

Director of Planning & Zoning Date

Police Chief Date

Public Works Director Date

Finance Director Date

Town Manager Date

October 24, 2024

Item #15.



Stewart Auville
Palm Beach North Chamber of Commerce
5520 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33418

SUBJECT: ARTFEST BY THE SEA 2025

Dear Mr. Auville,

The Palm Beach County Traffic Engineering Division has reviewed your request to close S A1A/Ocean Drive from Donald Ross Road to Marcinski Road on Friday, March 7, 2025 at 8:00 am thru Sunday, March 9, 2025 at 12:00 am.

It is our understanding that Juno Beach Police Department will assume responsibility for traffic control and will coordinate with other emergency departments.

This permit is only valid with the presence of the Juno Beach Police Department to oversee the traffic control.

If you have any further questions, please contact Graciela M'Causland at 684-4030.

Sincerely,

Graciela M'Causland
Chief Traffic Inspector
Traffic Division

GM:

- Attachment: Special Event Application, Route Map,
- cc: Motasem Al-Turk, Ph.D., P.E., Director – Traffic Division
- Melissa Ackert, P.E., Assistant Director – Traffic Division
- Hossam Eldeen Abdel All, P.E., Traffic Signal Systems Manager – Traffic Division
- Lee Gao, P.E., Senior Professional Engineer – Traffic Division
- Fattoush Jafar, Ph.D., P.E., Traffic Engineer Ops Manager – Traffic Division
- Sean Reilly, Chief Traffic Inspector – Traffic Division
- Shoshoni Deeley, Office Manager – Traffic Division
- Adam Faustini, Director – Road & Bridge
- Thomas A. Coppini, Public Works Superintendent – Road & Bridge
- Chase Miller, Construction Project Manager – Road & Bridge
- Zachary King, Chief Construction Coordinator – Construction Coordination
- Albert W. Hoffman, Division Director III – Construction Coordination
- William Tanto, Chief Construction Coordinator – Construction Coordination
- Kathleen Farrell, Division Director III – Roadway Production
- Kristine Frazell-Smith, Senior Professional Engineer – Roadway Production
- Lisa De La Rionda, Director – Department of Public Affairs
- Heather C. Shirm, Manager Digital Marketing and Communications – Public Affairs
- Javier H. Lopez, Digital Marketing Coordinator – Public Affairs
- Kara Dery, Supervisor Special Facilities – Parks & Recreation Division
- Yash Nagal, Director of Transit Planning – Palm Tran
- John Kenny, Sergeant – Juno Beach Police Department – jkenny@junobeachpd.com
- Jose M. Gonzalez – PBC Fire Rescue - FIRE-FOO@pbcgov.org and JMgonzal@pbcgov.org

File: General - Special Events
Roads –

N:\TRAFFIC\SPECIAL EVENTS\2025 Special events approved\Artfest by the Sea 2025\Special Event Form Letter-Graciela M'Causland (north of Southern Blvd).docx

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*





PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT
TRAFFIC DIVISION
2300 North Jog Road
West Palm Beach, Florida 33411
(561) 684-4030

Special Event Application for Temporary Minor Road Closure – Less Than 12 Hours
(Submit 10 days prior to event)

APPLICANT INFORMATION

Contact Name: STEWART AUVILLE Email: STEWART@PBCENGINEERING.COM
 Applicant Address: 5570 PGA BLVD 200 PGA FL Telephone: 561 746 7111
 Anticipated Number of Attendance: 8,000

DESCRIPTION OF SPECIAL EVENT

Event Title: ARTFEST BY THE SEA Event Location: AAA DONALD ROSS - MARLIN
 Date of Event: MARCH 8 - 10, 2025 Event Hours: 10 - 5 SAT & SUN

LAW ENFORCEMENT AGENCY RESPONSIBLE FOR TRAFFIC CONTROL (if applicable)

Name of Agency: TOWN OF JUNO PD Telephone: JKEANY@JUNOPD.COM
 Contact Name: SGT. JOHAN KEANY Email: 561 656 0342

Provide/Confirm the following:

- Event Location/Detour Route (attach map)
- Maintenance of Traffic Plan (attach map)
- Consent of the applicable police department having jurisdiction over the subject roadway(s)

The Applicant shall protect, defend, reimburse, indemnify and hold the Palm Beach County Board of County Commissioners, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, costs, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance due to the acts or omissions of the Applicant.

The Applicant will assume all risk of and indemnify, defend and save harmless the Palm Beach County Board of County Commissioners from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Applicant shall be responsible for maintaining the portion of the County road it occupies for the duration of this event and providing a safe environment to the public.

The Applicant shall provide general insurance in an amount of not less than \$1,000,000 and shall name Palm Beach County as both certificate holder and additional insured.

Signature of Applicant: N.M.J. Date: 10/18/24

Approved by Traffic Division: [Signature] Date: 10/23/24



October 2, 2024

Graciela M'Causland
Traffic Division Engineering and
Public Works Department
2300 North Job Road
West Palm Beach, FL 33411

Dear Ms. M'Causland:

The Palm Beach North Chamber of Commerce is requesting for temporary road closures concerning ArtFest by the Sea on March 8th, 9th and 10th, 2024 as follows:

- A1A between Donald Ross Road and Marcinski Road on Friday, March 7th, 2025 at 8am to Sunday, March 9th, 2025 at 12midnight.

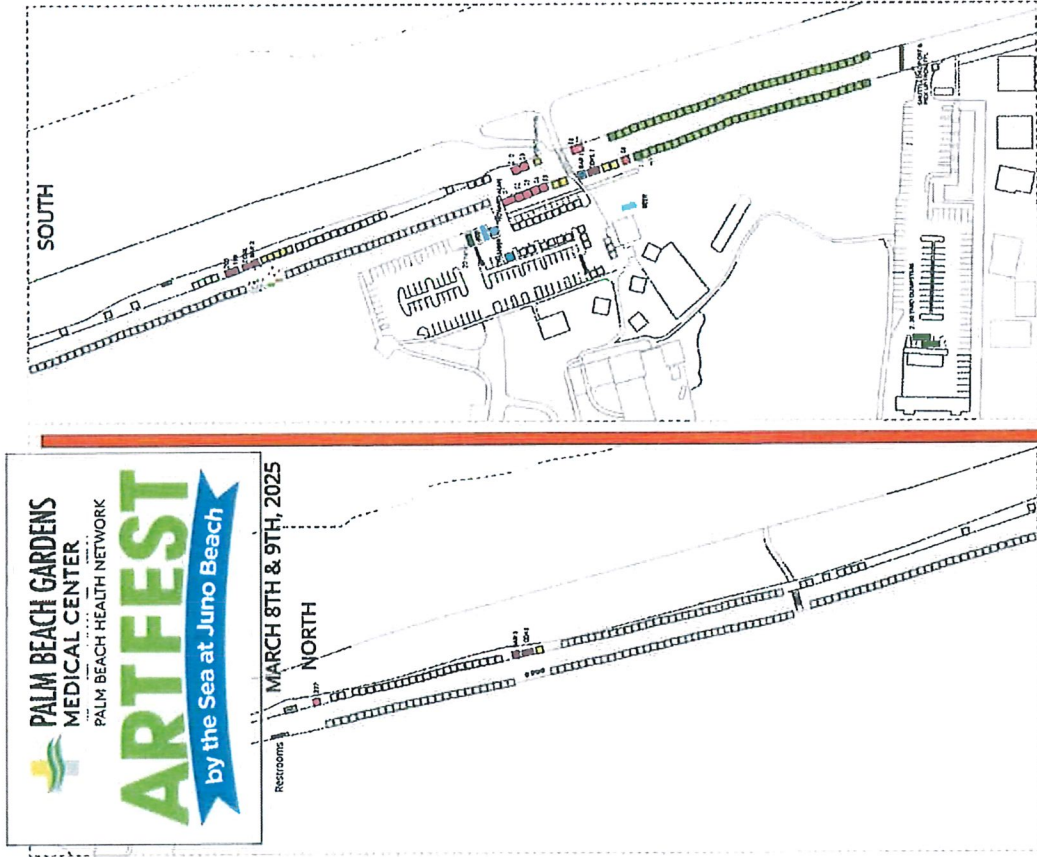
The Town of Juno Beach and Palm Beach County Sheriff Department will assume responsibility for traffic control and will coordinate with other emergency departments as needed.

The required application is attached along with the Site Plan. If you have any questions or concerns, please feel free to contact our Event Manager, Stewart Auville at 561-951-4443.

Sincerely,

A handwritten signature in blue ink that reads "Noel Martinez".

Noel Martinez,
President & CEO
Palm Beach North Chamber of Commerce





JUNO BEACH POLICE DEPARTMENT

340 Ocean Drive ♦ Juno Beach, Florida 33408 ♦ 561-626-2100

BRIAN J. SMITH
Chief of Police

October 17, 2024

Palm Beach North Chamber of Commerce
5520 PGA BLVD #200
Palm Beach gardens, FL 33418

Dear Mr. Auville,

We reviewed your request for the road closure in conjunction with the ArtFest by the Sea event, scheduled for March 7th, 8th and 9th, 2025.

As the law enforcement agency having jurisdiction over the subjected roadway (Ocean Drive (A1A), between Donald Ross Rd. and Marcinski Rd.), we approve and give consent for the road closure for this event.

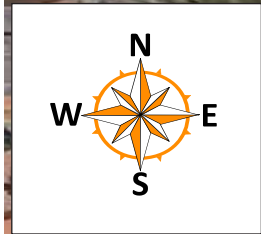
Sincerely,

A handwritten signature in black ink, appearing to read "John Kenny".

Sgt. John Kenny
561-656-0342 – direct
jkenny@junobeachpd.com

MESSAGE:

OCEAN	CLOSED
BLVD/A1A	FOLLOW
S/B	DETOUR



Roger Mastrapa
 Operations Manager
 EMERGENCY CONTACT

3705 Interstate Park Way
 West Palm Beach, FL 33404
 rmastrapa@acmebarricades.com
 Cell: 954-644-3749

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways	1,500

* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

ADVANCE WARNING SIGNS & DRUMS OR CONES FOR CLOSURE

FOR OVERVIEW PURPOSE ONLY
 DRAWING NOT TO SCALE

ArtFest by the Sea

NOTE:
WATER FILLED BARRIER WALLS

Legend

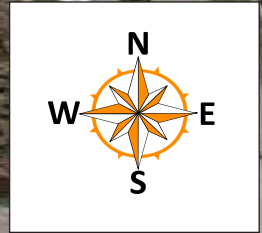
- Channelized Devices
- POLICE

FDOT This Certifies that ROOSEVELT BYNES Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/14/2026 Certificate # 80573
 Instructor: Paul Arenth FDOT Provider # 134

A&W Consultants, Inc. Phone: 386-788-9899
 5545 Benchmark Lane Sanford, FL 32773
 www.FloridaMOT.com nicolle@aswconsultants.com

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EVENT ENTRANCE

MATCH LINE A

Loggerhead park North parking lot

FIRE RESCUE STAGING AREA



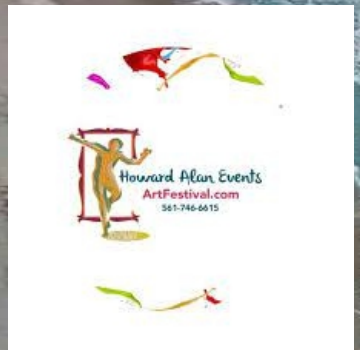
ERIKSON WAY

General Event & Handicap Parking

LMC Parking Only

**TABLE 1
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ADVANCE WARNING SIGNS & DRUMS OR CONES FOR CLOSURE

**TABLE 3
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LMC Parking Only

ERIKSON WAY

General Event & Handicap Parking

Loggerhead park North parking lot



Roger Mastrapa
Operations Manager
EMERGENCY CONTACT

3705 Interstate Park Way
West Palm Beach, FL 33404
rmastrapa@acmebarricades.com
Cell: 954-644-3749

**NOTE:
WATER FILLED BARRIER WALLS**

VENDOR PARKING



DONALD ROSS RD

MESSAGE:

OCEAN BLVD/A1A N/B	CLOSED FOLLOW DETOUR
--------------------	----------------------

FDOT This Certifies that **ROOSEVELT BYNES**

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/14/2026 Certificate # 80573
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nicolle@aswconsultants.com

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**FOR OVERVIEW PURPOSE ONLY
DRAWING NOT TO SCALE**

ArtFest by the Sea



ZEPHYR WAY

JUNO BEACH POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

TO: Chief Smith
Major Saloio

FROM: Sgt. Kenny

SUBJECT: After-Action Report; 2024 Art Fest – March 8, 9, 10 2024

DATE: March 25, 2024

Sir,

I would submit the following information relative to our After-Action Review of the 2024 Art Fest:

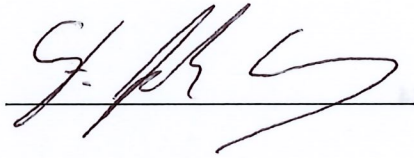
Attendance was high for the event. Overall, the event went very well, and it was estimated that more than 10,000 people attended the event. Our staffing numbers were 1 officer less on Saturday and 2 officers less on Sunday compared to last year due to last minute call outs. The impact of being down officers was felt, but we made some minor adjustments and were able to overcome the shortage in manpower though I would not recommend reducing the number of personnel in the future.

For reference, I have attached the personnel schedule, including assignments, for both Saturday and Sunday. I would submit the following relative to operational and personnel assignments for consideration:

1. The earlier start of two of the officers was a great help and I would recommend we continue to do this with all large events in the future.
2. The water barriers provided by the MOT company were porous and didn't function properly. For future events it is recommended we utilize water barriers from Public Works so we can have more control over the integrity of these devices.
3. The assistance of loggerhead personnel at the driveway split helped with controlling proper vehicles admittance to the loggerhead parking lot. This was a last-minute adjustment and in future years we should have a brief meeting prior to the event to coordinate efforts and discuss strategies.
4. There was some confusion about the bus route among the drivers. The best

route for traffic flow and safety was having the buses enter from US 1 and exit south bound on Ocean Dr. The large coach buses were an unnecessary burden to the flow of traffic, smaller buses were able to navigate easier and the loading and unloading was smoother.

4. We experienced a high number of heat-related injuries and to mitigate this in the future hydration stations should be established throughout the event. Shaded sitting areas would go a long way in preventing so many medical calls.



Sgt. John Kenny



Meeting Name: Town of Juno Beach Town Council
Meeting Date: December 17, 2024
Prepared By: Stephen Mayer, Principal Planner
Item Title: Caretta Project Gateway Plaza Features

BACKGROUND:

On August 24, 2022, the Town Council approved Resolution No. 2022-09, to allow the development of the Caretta Project, located at the northwest corner of US Highway One and Donald Ross Road. Condition number 23 states that “the applicant shall obtain Town Council approval of the design of the fountains and art located in the public plaza area of the property prior to their installation”. Construction of the project has been ongoing since May of 2024. The applicant is now providing the fountain and public art design.

DISCUSSION:

The applicant is providing a proposed art/bench feature which will be constructed to serve as the gateway sign. As depicted in the applicant’s proposal, the rendering shows that the art will be 3’ tall and 21.5’ long and constructed in high grade fiberglass reinforced polycarbonate. The art/bench feature will spell out “JUNO BEACH” in white, beige and blue. The colors will match the approved building exterior colors for the main structure.

The proposed fountains at the Gateway Plaza will be constructed on a precast concrete base with precast limestone-finish upper bowl and cap and stucco wall finish for the lower bowl to match the building exterior. The fountains will be comprised of an elevated overflowing bowl set in a large basin containing 8 bubble jets per fountain. The art and the fountain shall be constructed and maintained to all safety and building code standards.

RECOMMENDATION:

Staff recommends that the Town Council review and discuss the proposed Gateway Plaza enhanced features, which includes the public art feature and fountain.

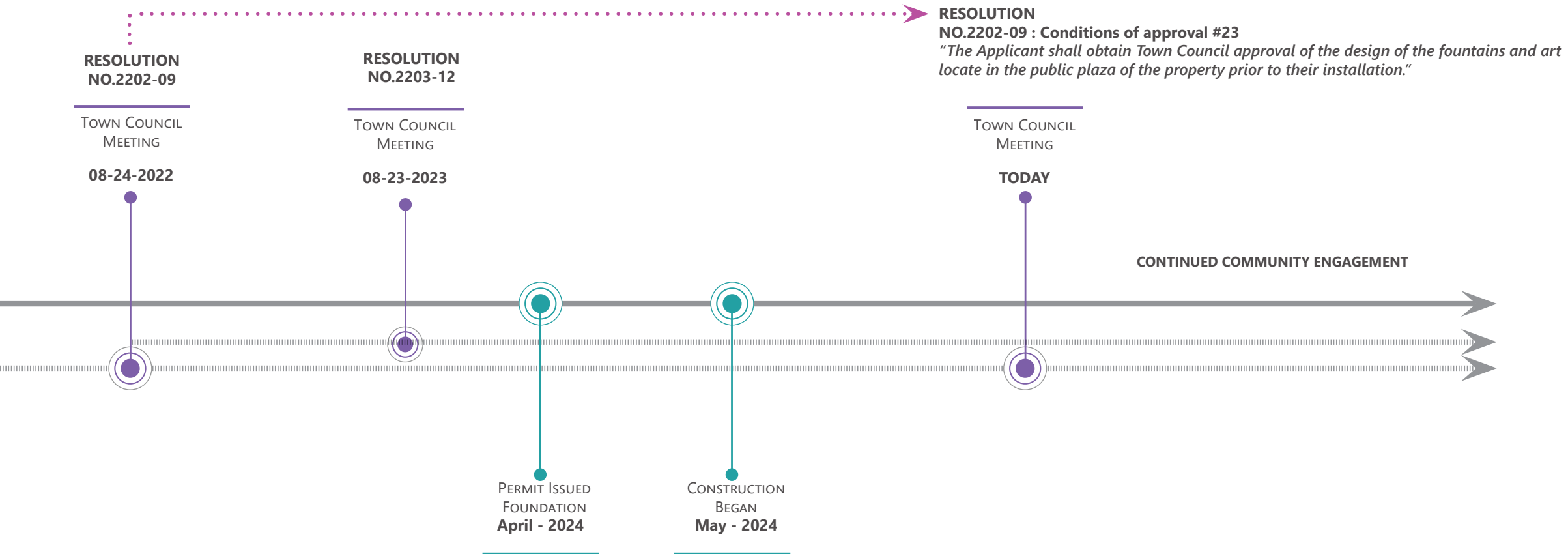
C A R E T T A

jdl.

C A R E T T A
TOWN COUNCIL MEETING
Resolution No. 2202-09 Section 4.23
TOWN OF JUNO BEACH

jdl.

PROJECT TIMELINE AND MILESTONES

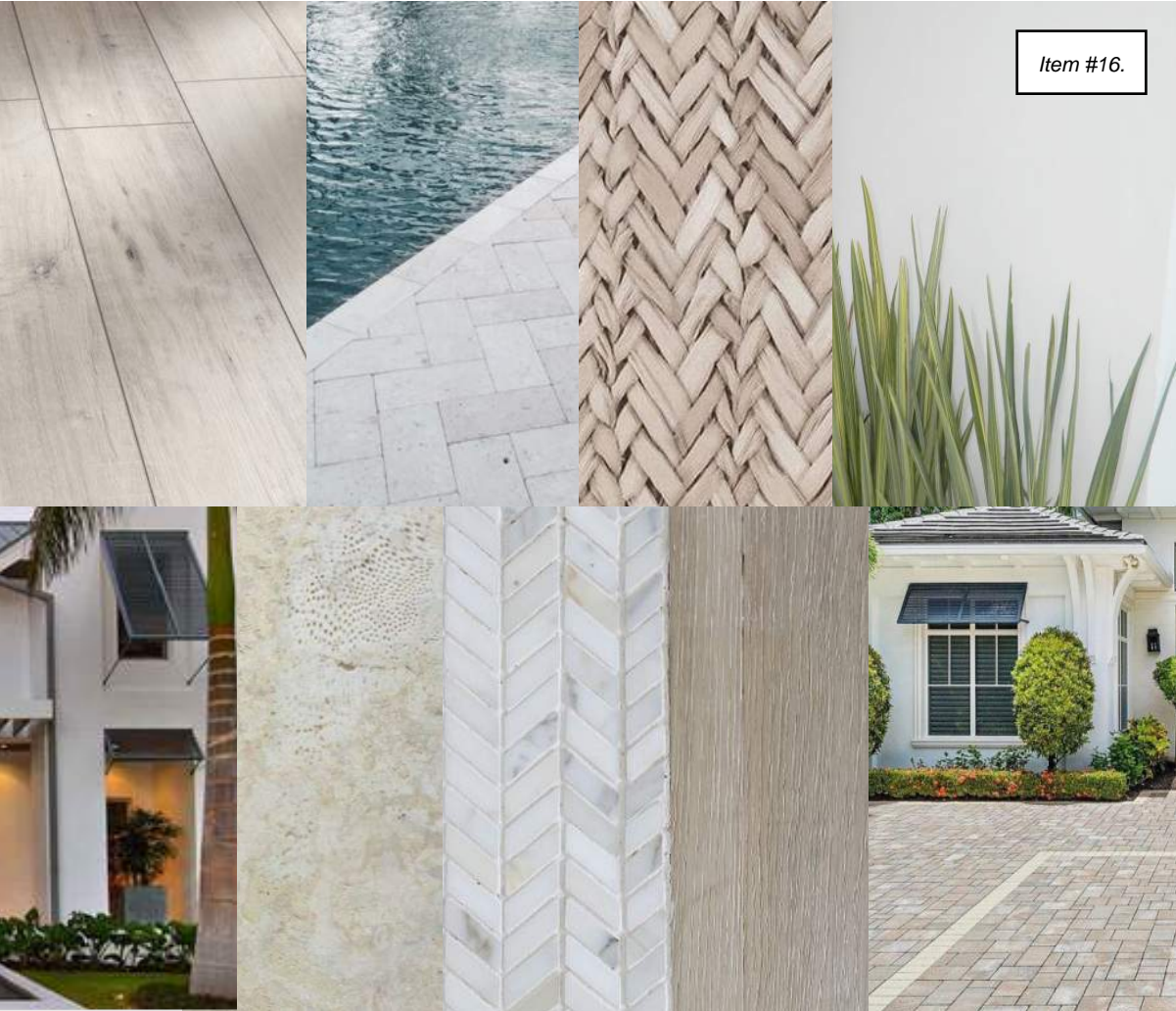


TODAY'S PRESENTATION

RESOLUTION NO. 2022-09 SECTION 4, ITEM 23:

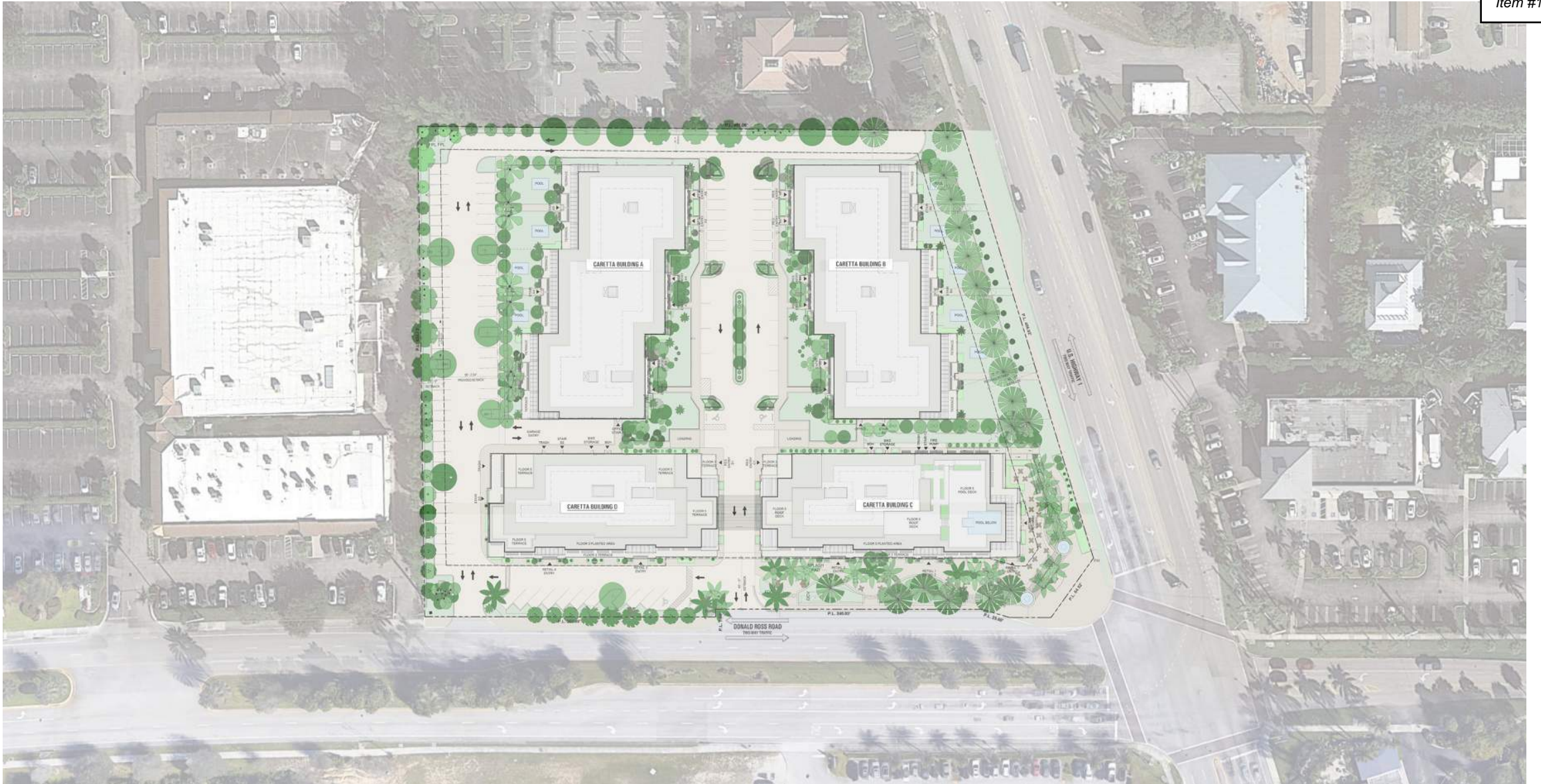
"THE APPLICANT SHALL OBTAIN TOWN COUNCIL APPROVAL OF THE DESIGN OF THE FOUNTAINS AND ART LOCATED IN THE PUBLIC PLAZA AREA OF THE PROPERTY PRIOR TO THEIR INSTALLATION."

- **FOUNTAIN DESIGN**
- **ART LOCATED IN THE PUBLIC PLAZA**



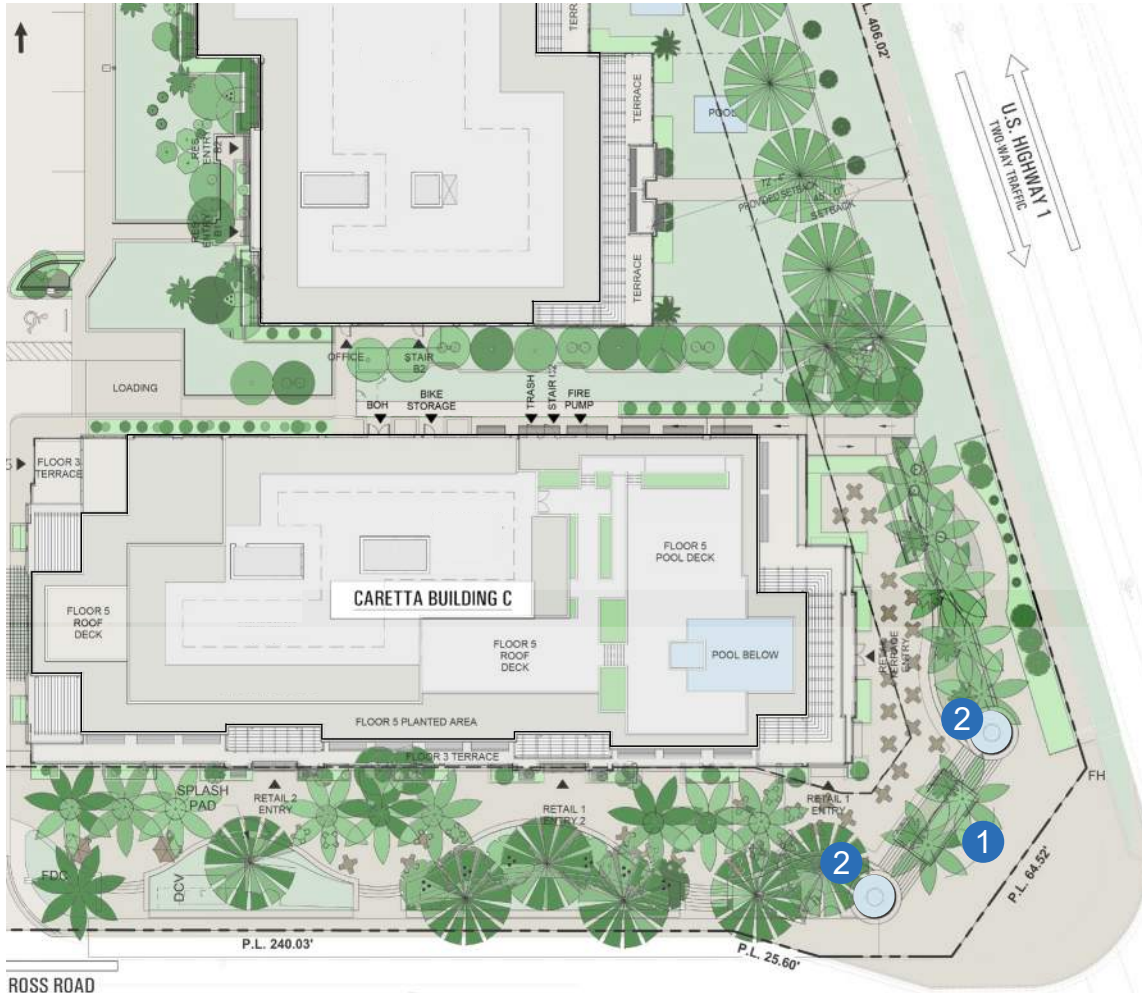
ENHANCED LANDSCAPING AND SITE PLAN FEATURES

Item #16.



ENHANCED LANDSCAPING AND SITE PLAN FEATURES - GATEWAY PLAZA

Item #16.



APPROVED SITE PLAN: 08/2022



1 GATEWAY ART / SIGN
IMAGE PRESENTED 08/2022

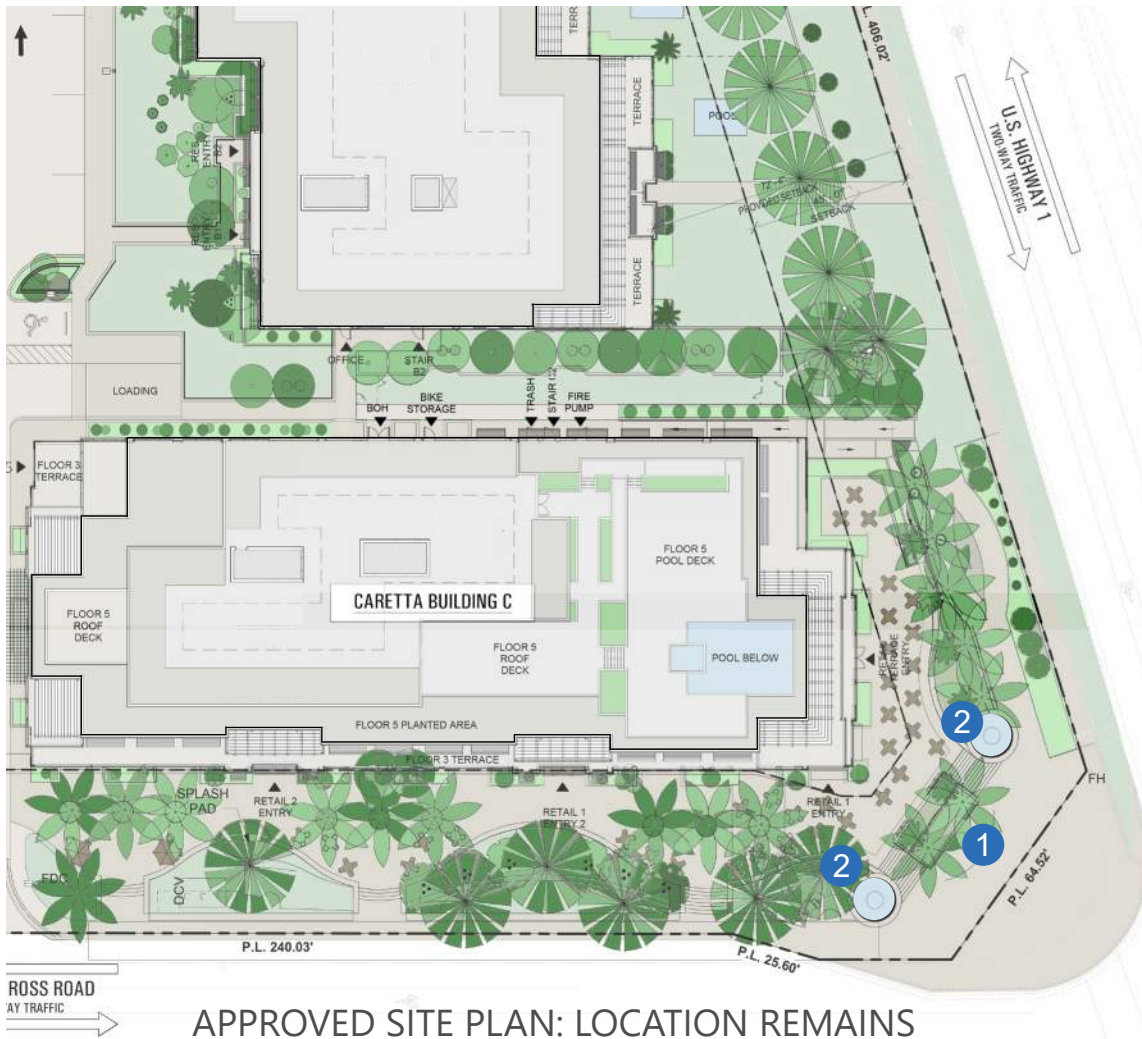


2 GATEWAY FOUNTAINS
IMAGE PRESENTED 08/2022



ENHANCED LANDSCAPING AND SITE PLAN FEATURES - GATEWAY PLAZA

Item #16.



PROPOSED ART AND FOUNTAIN DESIGN



PUBLIC ART DESIGN



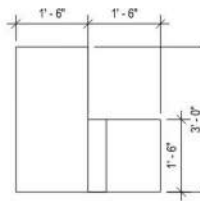
ENHANCED LANDSCAPING AND SITE PLAN FEATURES - GATEWAY PLAZA

Item #16.

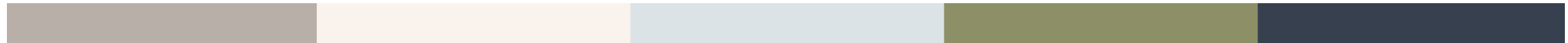
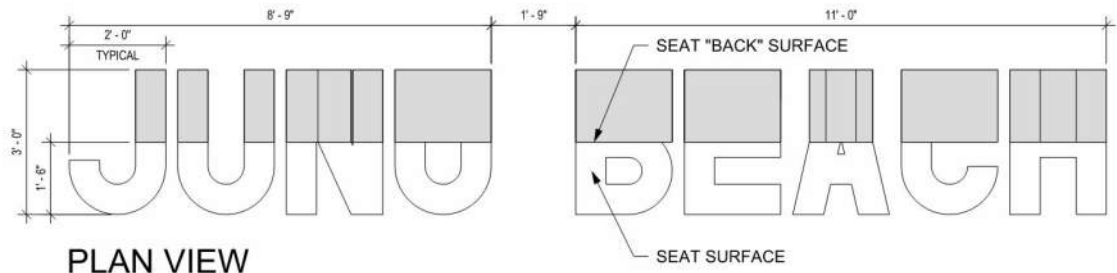
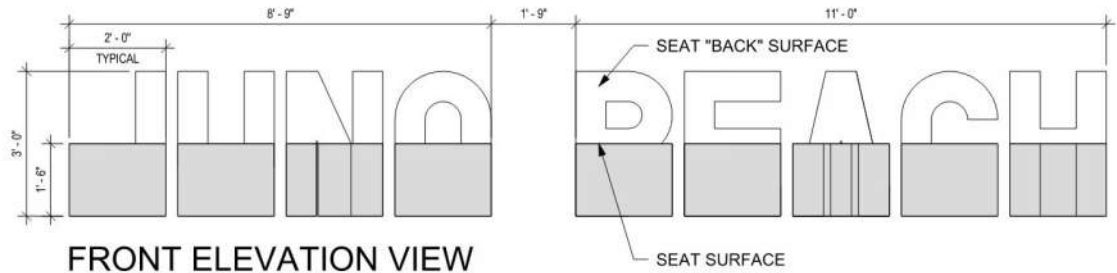
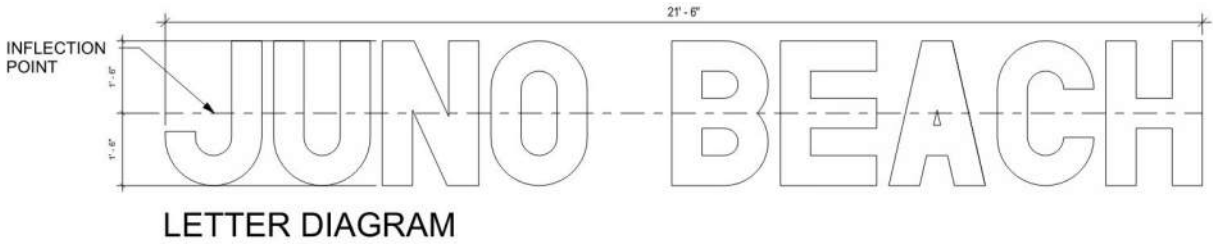


PROPOSED ART / BENCH:

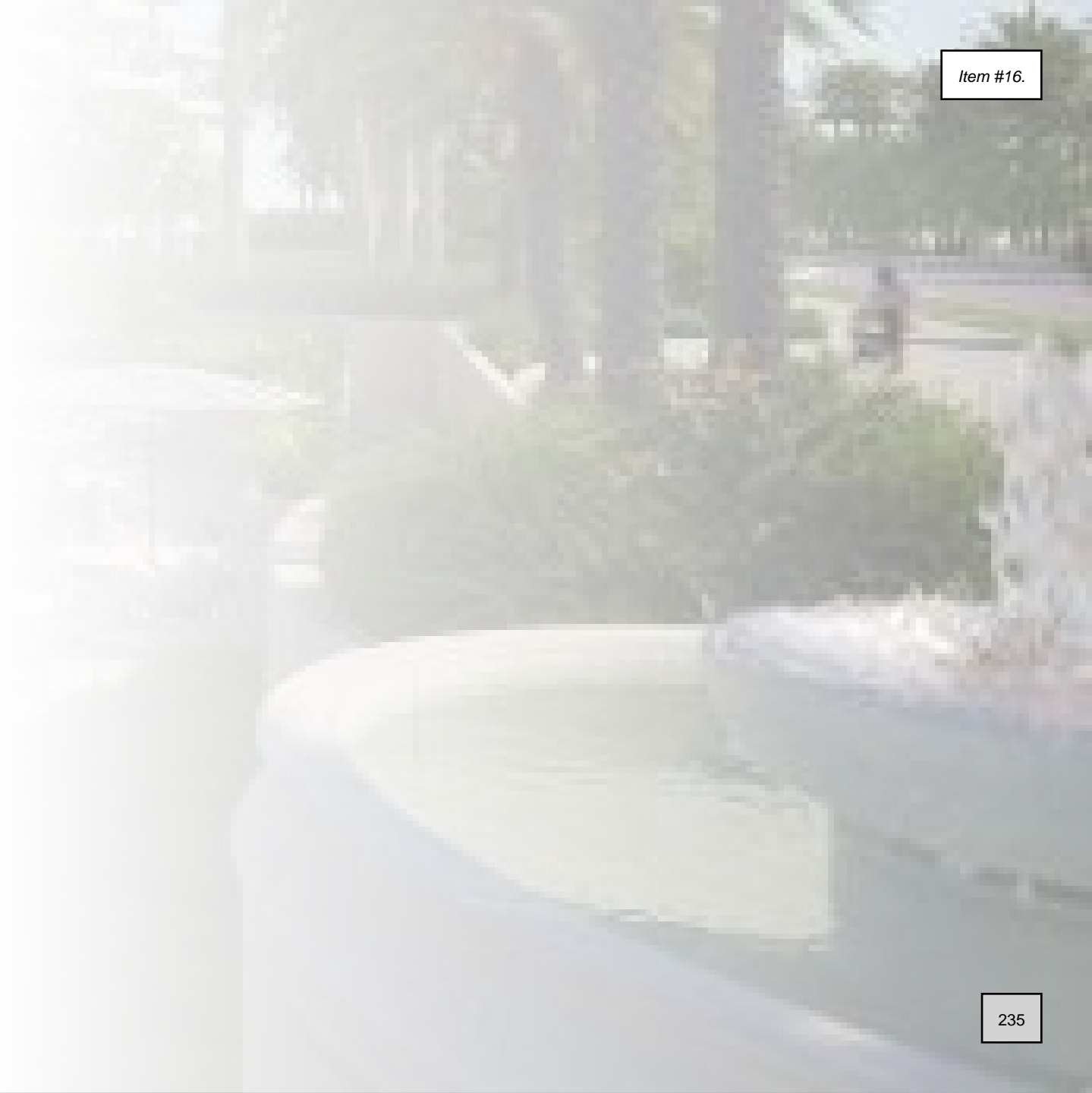
THE PROPOSED ART AT THE GATEWAY PLAZA WILL BE CONSTRUCTED TO SERVE AS BOTH A GATEWAY SIGN AND A PUBLIC BENCH. AS DEPICTED IN RENDERING AND DRAWINGS SHOWN HERE, THE ART WILL BE 3' TALL AND 21'-6" LONG AND CONSTRUCTED IN HIGH GRADE FIBERGLASS REINFORCED POLYCARBONATE.



SIDE ELEVATION VIEW

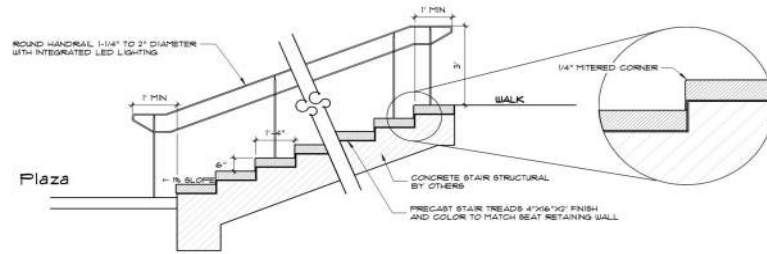


FOUNTAIN DESIGN

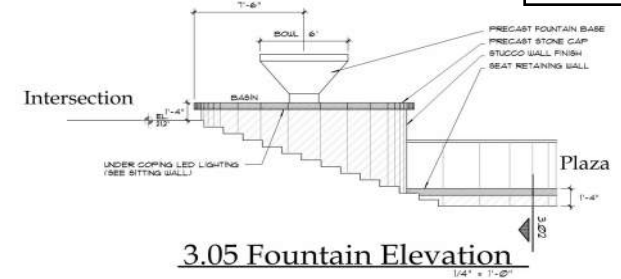


ENHANCED LANDSCAPING AND SITE PLAN FEATURES - GATEWAY PLAZA

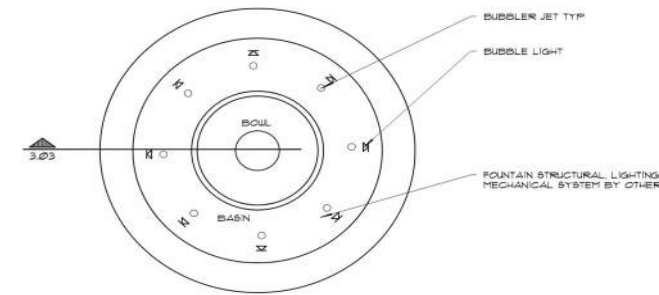
Item #16.



3.01 - Typ. Steps
1/2" = 1'-0"



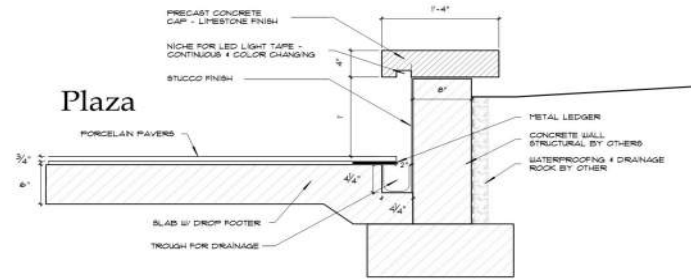
3.05 Fountain Elevation
1/4" = 1'-0"



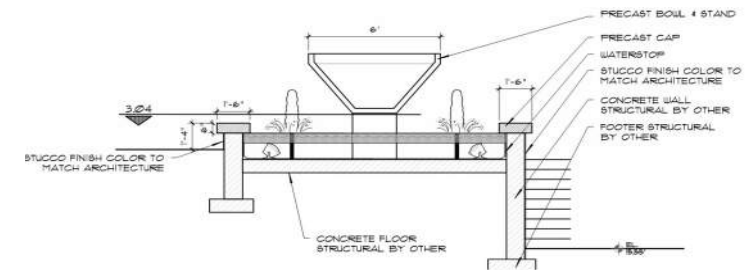
3.04 Fountain Plan
3/8" = 1'-0"

PROPOSED FOUNTAINS:

THE PROPOSED FOUNTAINS AT THE GATEWAY PLAZA WILL BE CONSTRUCTED ON A PRECAST CONCRETE FOUNTAIN BASE WITH A PRECAST STONE CAP AND STUCCO WALL FINISH TO MATCH THE BUILDINGS' EXTERIOR. THE FOUNTAINS WILL BE COMPRISED OF AN ELEVATED OVERFLOWING BOWL SET IN A LARGE BASIN CONTAINING 8 BUBBLE JETS PER FOUNTAIN. FOUNTAINS WILL BE CONSTRUCTED AND MAINTAINED TO ALL SAFETY AND BUILDING CODE STANDARDS.



3.02 Seat Retaining Wall
1/2" = 1'-0"



3.03 Foun

C A R E T T A

jdl.



Meeting Name: Town Council
Meeting Date: December 17, 2024
Prepared By: Davila, F. CFM.
Item Title: Selection of Code Rewrite Consultant

COUNCIL GOAL #2 (2024-2025)

BACKGROUND:

For the 2024-2025 Council Goals, the Town Council included as a high priority the “review and benchmarking of building site area regulations for all zoning districts,” and the Town budgeted \$75,000.00 for FY 24-25 for code re-writes.

Initially, it was staff’s plan to wait for the Master Development Plan, Vulnerability Assessment and Strategic Plan to be well underway prior to updating the Town’s Zoning Code so staff could use the recommendations/data gathered by the professionals working on these plans. At the September 25th, 2024, Town Council meeting, Council directed staff to start the process of obtaining quotes from planning consultants for code changes on items that required immediate attention. The Council requested for staff to provide an updated list of outstanding items and to prioritize them. At the October 23rd, 2024, Town Council meeting, staff presented council with a list of outstanding items and informal quotes from 3 different consultants to perform code writing services. At the same meeting, Town Council ranked the list of outstanding items to allow the planning consultant to focus on a smaller number of items while having staff continue to work on the other items.

For Council’s review, please see below the list of outstanding items as ranked by Town Council at the October 23rd meeting. Please note that list below is ranked from highest priority to lowest priority, starting with #1 as the highest priority.

Key: Party responsible for code review/re-write

Staff
Staff – Discussion Only
Planning Consultant

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

The table above has been shared with the three original consultants that staff worked with prior to the October Town Council meeting and was included in the advertisement notice that was placed in the County's website.

Please note that the remaining 10 items from the original list will be completed by staff, see list below.

Key: Party responsible for code review/re-write

Staff
Staff – Discussion Only
Planning Consultant

Rank	Subject	Summary
1	Limiting Density for Commercial/Residential projects	Discussion - as part of the Planning and Zoning Board’s 2024 Topics, they wish to discuss tools to limit density in commercial and residential development projects.
2	Single-Family Site Plan Review	Council requested for staff to prepare a draft ordinance that includes both site plan criteria and appearance review criteria. (discussed at Oct. P&Z Board meeting).
3	Excavation Permit	Staff initiated – following the recent adoption of Construction Site Standards and the Town’s current requirement on not allowing the regrading of a property without a building permit, staff would like additional information and impose requirements when projects are removing or adding fill to assure their methods are safe.
4	Tower Structure Height	Discussion – Clarify scope of work to only include RH, RM-1, RM-2 zoning districts. Previous direction was to include all applicable zoning districts.
5	Definitions	Staff initiated – review Section 34-4 to add/modify existing definitions, such as but not limited to, lot coverage, accessory apartments, dwelling units, accessory structures, recreational vehicle (RV’s), swales, Coastal High Hazard Area, North American Vertical Datum (NAVD 88), .
6	Subterranean Parking	Discussion by Council at a future meeting
7	Discussion on Traffic Concerns on Donald Ross Road and US Hwy 1 Intersection	Council requested a temporary moratorium on all new mixed-used development(s) to study the impacts of mixed-use development in commercial zoning districts and determine the appropriate methods and regulatory controls to ensure that future development does not permanently alter the character of the Town and overwhelm existing infrastructure and roadways.
8	Zoning in-progress inspections	Discussion by Council at a future meeting
9	Vacation Rental Application Fees	Discussion by Council at a future meeting
10	Non-conforming mechanical equipment	Discussion by Council at a future meeting

For the Council’s review, please see attached each firm’s proposal and proposed scope of work (attachment #1, #2 and #3). These proposals were amended from the previously submitted proposals from the October meeting to address the Council’s recommendations.

Please note that upon the completion of the Master Development Plan, Strategic Plan, and Vulnerability Assessment, it is likely that further Code revisions will be required to implement and enforce any recommendations. Because the plans are expected to be completed later in this fiscal year or during the next fiscal year, the Town Council should be prepared to budget additional funds for future code re-writes.

RECOMMENDATION:

Staff recommends that the Town Council accept Chen Moore and Associates' (CMA) proposal and direct the Town Manager or designee to execute a contract with CMA per the Town's purchasing policy.

Attachment:

1. Proposal #1
2. Proposal #2
3. Proposal #3

Rank	Subject	Summary
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8	Vacation Rental Application Fees	Discussion by Council at a future meeting
9	Non-conforming mechanical equipment	Discussion by Council at a future meeting
10	Zoning in-progress inspections	Discussion by Council at a future meeting

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



November 14, 2024

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

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

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

Dear Mr. Davila,

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

PROJECT INTRODUCTION

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

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

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

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

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

PROJECT STAFFING

Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES

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

Task 1. Coordination with Town Staff

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

Task 2. Due Diligence and Research

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

Task 3. Writing Text to Amend Zoning Code

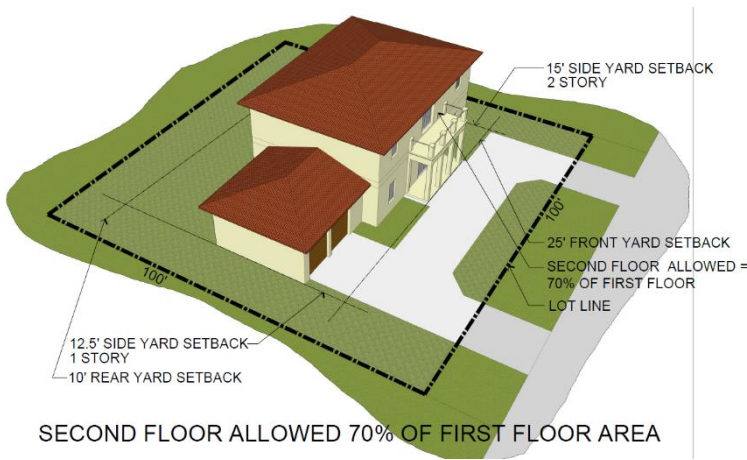
The Consultant will conduct the following Land Development Code Amendments:

- 3.1. **TECHNIQUE FOR SOUND AND SLOW GROWTH:** The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

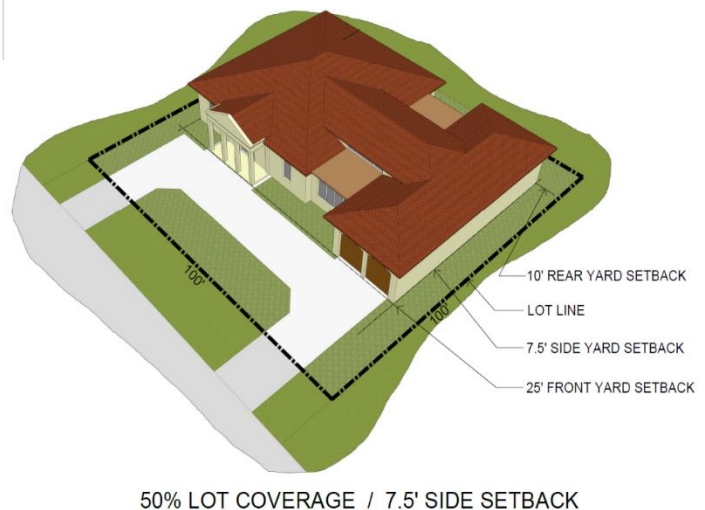
- 3.2. **LANDSCAPE REQUIREMENTS:** The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species.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

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

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



ONE STORY REGULATIONS
INCENTIVE 50-7.5



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

Task 4. Public Workshops

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

Task 5. Final Approval

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

DELIVERABLE AND TIMELINE

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

FEE SUMMARY

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

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

Respectfully submitted,



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



CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

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

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Jupiter, FL 33458
Office: +1 (561) 401-9459



EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Client Name: **Town of Juno Beach**
Client Contact: **Mr. Frank Davila**
Client Address: **340 Ocean Drive; Juno Beach, FL 33408**
Client Phone/Fax: **(561) 586-1634**
Client E-mail: fdavila@juno-beach.fl.us
CMA Proposal No. O24.0769 / 24-0000.P0101

Agreement Date: November xx, 2024

FEE: Lump Sum for Professional Services is **not to exceed \$74,550.00.**

RETAINER: N/A

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

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

Town of Juno Beach (CLIENT)

Authorized Signature

Print Name/Title

Date

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 Jupiter, FL 33458
 Office: +1 (561) 401-9459



EXHIBIT "B"
(Rate Schedule)

2023/2024 Hourly Rate Schedule

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

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

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

**“Exhibit D”
Nilsa Zacarias, AICP, Summary Resume**

***Nilsa Zacarias, AICP
Director of Planning***

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

Education
Master of Community and
Regional Planning Minor in
Housing, Iowa State
University, Fulbright Scholar,
Bachelor of Architecture,
Catholic University Asuncion,
Paraguay

Professional Affiliations
Fulbright Alumni Association
Palm Beach County Planning
Congress
Planning & Zoning
Commission, Town of
Jupiter

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

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

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

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

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

Project Experience

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

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

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

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

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

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

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

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

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

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

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

**“Exhibit E”
CMA General Services and Planning Flyers**



CIVIL ENGINEERING



TRANSPORTATION ENGINEERING



ELECTRICAL ENGINEERING



LANDSCAPE ARCHITECTURE & PLANNING



ENVIRONMENTAL



CONSTRUCTION MANAGEMENT

OUR SERVICES

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



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cma
 chen moore and associates

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West Palm Beach

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

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Euclid Road Streetscape Master Plan, Miami Beach, FL



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



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

PLANNING

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

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OUR PLANNING SERVICES INCLUDE:

Long Range Planning

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

Current Planning

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

Community & Neighborhood Involvement

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

Graphics and Geographic Information System (GIS)

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

WE PLAN AND DESIGN MEMORABLE PLACES



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



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



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

<p>CORPORATE</p> <p>500 West Cypress Creek Road Suite 600 Fort Lauderdale, FL 33309 +1 (954) 730-0707</p>	<p>REGIONAL OFFICES</p> <p>Miami West Palm Beach Jacksonville Orlando (Maitland)</p>	<p>ADDITIONAL OFFICES</p> <p>Jupiter Tampa Port St. Lucie Gainesville Sarasota (Nokomis) Atlanta</p>	<p>PEOPLE THAT CARE</p> <p>www.chenmoore.com</p>
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October 31, 2024

Frank Davila, CFM
Director of Planning and Zoning
Town of Juno Beach
340 Ocean Drive

fdavila@juno-beach.fl.us

Re: Zoning Code Rewrite – Revised Scope of Requested Services

Dear Frank,

WGI, Inc. (WGI) is happy to present this proposal to Town of Juno Beach (CLIENT) for professional services related to the Zoning Code Rewrite.

An initial proposal for scope of services was provided to the Town of Juno Beach on October 14, 2024. This revised proposal reflects the Town of Juno Beach's changes requested on October 28, 2024.

We are confident that our expertise and commitment to excellence align with the requirements of the Zoning Code Revision, and we look forward to the opportunity to contribute to its success.

Please feel free to reach out if you have any questions or if further clarification is needed. We are excited about working with Town of Juno Beach and believe that our collaboration will yield outstanding results.

Thank you for considering WGI, Inc. for this project. We look forward to the possibility of working together and are available to discuss any aspects of this proposal at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Angela Biagi'.

Angela Biagi, PLA, LEED AP BD+C
Director, Planning
WGI, Inc.

SCOPE OF SERVICES

PLANNING SERVICES

I. Zoning Code Rewrite

Lump Sum \$48,750

1. Review and benchmark up to three (3) other communities in the following priority topics.
 - a. Single-family dwellings: Mass, size, scale, height, building area regulations, wall treatment, second floor area, floor area ratio, cubic ratio, and off-street parking for single-family homes
 - b. Topographical features: installation of fill and excavations
 - c. Walls and fences: size, location, materials
 - d. Exterior lighting: nonresidential standards adjacent to residential properties
2. Prepare proposed text amendments for the Town Code Chapter 34 Zoning to address the following priority topics.
 - a. Floor Area Ratio/volume and massing of single-family dwellings
 - b. Sign regulations, specifically temporary signs
 - c. Topographical features
 - d. Walls and fences
 - e. Exterior lighting spillover
3. Based on the proposed text amendments conducted item 2, assess for inconsistencies and conflicts in Chapter 34 and propose changes that are logically organized, easy to read and understand, and consistent in its use of terms.
4. Conduct a high-level analysis of Chapter 34 for confusing or outdated verbiage, existing code language that is obsolete, review Chapter 34 for consistency with the Town's Comprehensive Plan, and review Chapter 34 for conflicts or inconsistencies between the code and applicable state statutes. WGI will provide a summary of the findings for these items.

II. Community Engagement

Lump Sum \$14,900.00

1. WGI will support the Town staff in public outreach for the following items.
 - a. Open house workshops
 - i. Conduct a total of two (2) open house workshops, up to two (2) hours in length each. The first open house workshop occurs early in the code rewrite process to inform the community about the project and obtain input on the direction for potential changes. A second open house workshop occurs later in the process to present the proposed updates and confirm/modify the standards.
 1. WGI will design and print the workshop boards and/or activities for the stations.
 2. WGI will provide the necessary personnel to assist the Town staff in conducting the workshop.
 3. Public notice and advertisement for the event will be handled by Town staff.
 - b. Survey
 - i. Develop one (1) survey based on the findings from the first open house targeted to resident and development community stakeholders.
 1. WGI will use in-house capabilities to design the survey. The survey will be developed as a digital platform where it is encouraged to conduct electronic participation, however, a paper alternative will be provided as needed.
 2. Advertisement and distribution of the survey will be handled by Town staff.

III. Revisions

Lump Sum \$9,500.00

1. WGI will address up to two (2) rounds of comments provided by staff and/or community stakeholders for each deliverable.

The following items are included in the scope of work.

Meetings

1. Kickoff meeting with the Planning and Zoning Department.
2. Progress meetings with the Planning and Zoning Division will be limited to review draft documents. Confirmation and information validation will be kept to email correspondence otherwise.

Deliverables

1. Strike through and underline of code revisions for the identified priority topic areas.
2. Written report detailing WGI's research and analysis.
3. Open house boards/activities materials.
4. Survey platform and questions.
5. WGI quality control/quality assurance process applied to all deliverables provided to the CLIENT.
6. The final deliverable will be an ADA-compliant document provided in MS Word and Adobe PDF.

TOTAL COST:

\$73,150.00

BASIS OF THIS PROPOSAL

1. Legal review to be performed by the Town attorney or their designee.
2. Presentations to Town's boards and council to be performed by Town staff.
3. Ordinance language and business impact estimates to be provided by Town staff.
4. Town to provide a list of other municipalities to benchmark.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. Town will provide a MS Word document of all existing code language.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

Town of Juno Beach Land Development Regulations Update

Scope of Work



Town of Juno Beach Scope of Work

Land Development Regulations Updates, Workshops and Adoption Hearings

PHASE I – PROJECT FRAMEWORK

Subtask 1.1 LDR Kickoff Meeting

- Description: Consultant will meet in person with the Project Manager to understand expectations and finalize contract and project time line.
- Deliverable: Final Scope, project timeline and signed contract,

Subtask 1.2 Internal Meeting with Key Town Departments

- Description: Consultant will facilitate a virtual meeting with departments who will review and/or advise on the sections of code being revised.
- Deliverable: Meeting summary.

Total Cost Phase I: \$2,350

PHASE II – PUBLIC OUTREACH

Subtask 2.1 Project Web Page

- Description: Consultant will develop a framework and text for the Project web page and coordinate with staff to publish the web page. Web page will provide a project overview and purpose, promote public workshops; announce hearing dates and house draft documents for public review.
- Deliverable: Mock up of web page with text for the project web page.

Subtask 2.2 Develop community survey for live polling and Survey Monkey online poll

- Description: Consultant will develop a series of questions about each section of code being reviewed to collect public opinion about the local regulations.
 - Live poll will utilize handheld polling devices that provide real time graphs of the audience opinions. This technique has proven helpful in gaining consensus of ideas in an interactive way.
 - The same questions from live poll will be available via a QR code from the project web page. Business card size of the QR code and brief summary of the project will be distributed throughout the Town to promote participation in the survey.
- Deliverable: Polling questions and QR code link to Survey Monkey

Subtask 2.3 Coordinate location and date for 1st Public Meeting

- Description: Consultant will work with Town staff to locate the meeting in a convenient place for residents as well as a convenient time and location for the workshop.
- Deliverable: N/A

Subtask 2.4 Develop Activities for Workshop 1

- Description: Public outreach efforts will include a variety of innovative methods to meet the needs of many learning styles - auditory, visual, verbal, social/interpersonal and kinesthetic (tactical, learning by doing). By employing a variety of outreach methods, more of the community will be engaged in the project. To that end, Workshop 1 will include interactive polling; small group and large group activities to meet the needs of a diverse group of participants.
- Deliverable: Meeting PowerPoint presentation.

Subtask 2.5 Optional (Live Stream and remote participation)

- Description: If desired, the consultant can facilitate a hybrid meeting to allow the public to participate in the live meeting through the Zoom platform. The participants would be able to hear the meeting; view the presentation and have the ability to ask questions. Depending upon the room set up, video of the room may also be an option.

Subtask 2.6 Workshop Promotion

- Description: The consultant will prepare a variety of promotional materials for the workshop, assist the Town with distributing to news networks; design yard signs/flyers and place them in the meeting vicinity. This includes sign removal.
- Deliverable: Press Release, meeting fliers, temporary signage with the meeting details.

Subtask 2.7 Facilitate Public Workshop 1

- Description: The project team will facilitate the workshop and provide all materials needed including technology needed for the meeting space.

Subtask 2.8 Workshop Summary

- Description: The consultant will provide a summary of both the in person and remote participation.
- Deliverable: Technical Memo 1 to summarize common themes from the workshop with graphs; sign in sheet for the meeting.

Total Cost Phase II: \$14,687.50**PHASE III – LAND DEVELOPMENT REGULATION (STRIKETHROUGH AND UNDERLINE)****Subtask 3.1 Techniques for Sound and Slow Growth**

- Description: The consultant will review the existing code for best planning practices for parking, landscaping, setbacks, lot coverage, and investigate incentives to encourage preferred uses identified by the Town. This task will also involve reviewing the alignment of these new regulations with the Comprehensive Plan and recommending any necessary adjustments to ensure consistency. Input from the public workshop will also be considered.
- Deliverable: Strikethrough and Underline of Codes related to best planning practices related to sound development; Summary of changes needed to Comprehensive Plan, if any.

Subtask 3.2 Landscape Requirements

- Description: The consultant will compare and contrast the current Town landscaping regulations with other local example to include surrounding municipalities looking for opportunities to strengthen the local code. Input from the public workshop will also be considered.
- Deliverable: Strikethrough and Underline of Landscape Regulations.

Subtask 3.3 Floor Area Ratio/Volume and Massing of Single-Family dwellings

- Description: The consultant will apply best planning practices for defining density and intensity to include but not be limited to mass, size, scale, height, building area, wall treatments, 2nd floor area, FAR, cubic ratio, off-street parking and benchmark with surrounding municipalities. This task will also involve reviewing the alignment of these new regulations with the Comprehensive Plan and recommending any necessary adjustments to ensure consistency. Input from the public workshop will also be considered.
- Deliverable: Strikethrough and Underline of Codes defining density and intensity; Summary of changes needed to Comprehensive Plan, if any.

Subtask 3.4a Sign Regulations

- Description: The sign regulations have not been amended since 2006. However, due to a Supreme Court decision in 2015 sign codes must be content-neutral to comply with the First Amendment. The consultant will utilize best practices to bring the local regulation into compliance for legal review.
- Deliverable: Strikethrough and Underline of Sign Code, version 1.

Subtask 3.4b Collaboration with Town Attorney for legal review and revisions

- Description: The consultant will submit the draft regulations to the Town Attorney for review, ensuring compliance with recent case law mandating content-neutral language and verifying that the new sign regulations are legally defensible.
- Deliverable: Strikethrough and Underline of Sign Code, version 2 with revisions recommended by attorney.

Subtask 3.5 Topographical Features

- Description: Consultant will review the local regulations for the installation of fill and excavations. This task will include the expertise both planners and engineers.
- Deliverable: Strikethrough and Underline of Regulations related to fill, excavation and any other topographical regulations.

Subtask 3.6 Wall and Fence

- Description: Consultant will review the regulations for walls and fencing and look for opportunities to strengthen the local regulations for these features.
- Deliverable: Strikethrough and Underline of Regulations that govern the design of walls and fences.

Subtask 3.7 Exterior Lighting Spillover

- Description: Consultant will review the regulations related to lighting and draft regulations to address exterior lighting on residential housing and prepare a reference chart for footcandle criteria. This task will employ best management practices to protect sea turtles. The expertise of planners, engineers and landscape architects will develop this update to the Code.
- Deliverable: Strikethrough and Underline of Regulations related to exterior lighting and a reference chart for their criteria.

Subtask 3.8 Draft Ordinances for attorney review

- Description: Consultant will draft the ordinances for the attorney's review.
- Deliverable: Draft Ordinance

Total Cost Phase III: \$40,675**PHASE IV – TRUTH CHECKING****Subtask 4.1 Coordinate location and date for 2nd Public Meeting**

- Description: Consultant will work with Town staff to locate the meeting in a convenient place for residents as well as a convenient time and location for the workshop.

Subtask 4.2 Develop Activities for Workshop 2

- Description: Workshop 2 will include a presentation to summarize the changes recommended and a brief interactive poll for the audience to react to the changes proposed. Consultant will develop a series of questions about each section of code being reviewed to collect public opinion about the local regulations.
 - Live poll will utilize handheld polling devices that provide real time graphs of the audience opinions. This technique has proven helpful in gaining consensus of ideas in an interactive way.
 - The same questions from live poll will be available via a QR code from the project web page. Business card size of the QR code and brief summary of the project will be distributed throughout the Town to promote participation in the survey.

Deliverable: Polling questions and PowerPoint Presentation.

Subtask 4.3 Optional (Live Stream and remote participation)

- Description: If desired, the consultant can facilitate a hybrid meeting to allow the public to participate in the live meeting through the Zoom platform. The participants would be able to hear the meeting; view the presentation and have the ability to ask questions. Depending upon the room set up, video of the room may also be an option.

Subtask 4.4 Workshop Promotion

- Description: The consultant will prepare a variety of promotional materials for the workshop, assist the Town with distributing to news networks; design yard signs/flyers and place them in the meeting vicinity. This includes sign removal.
- Deliverable: Press Release, meeting fliers, temporary signage with the meeting details.

Subtask 4.5 Facilitate Public Workshop 2

- Description: The project team will facilitate the workshop and provide all materials needed including technology needed for the meeting space.
- Deliverable: PowerPoint Presentation.

Subtask 4.6 Workshop Summary

- Description: The consultant will provide a summary of the public's reaction to the draft changes to the Land Development Regulations.
- Deliverable: Technical Memo 2

Total Cost Phase IV: \$9,137.50**PHASE V – ADOPTION OF UPDATED CODE SECTIONS****Subtask 5.1 Revise the 7 sections of code - Based on Public and Town Staff Feedback**

- Description: The consultant will coordinate with Town staff to identify changes if necessary to proposed LDR amendments based on Phase IV feedback. The consultant will draft changes as directed by Town staff.
- Deliverable: Draft LDR in strikethrough/underline with new changes highlighted

Subtask 5.2 Workshop with the Commission and LPA to prepare for Public Hearings

- Description: The consultant will facilitate a joint workshop with LPA and Town Commission to review LDR updates in depth and answer any questions
- Deliverable: PowerPoint presentation

Subtask 5.3 LPA (1st Reading) Hearing for LDR Updates

- Description: The consultant will present updates made to the Town's LDR to the LPA
- Deliverable: Draft Ordinances; Agenda; PowerPoint; Updated LDRs in Strikethrough and Underline format; Matrix of LDR Updates

Subtask 5.4 Commission (1st Reading) Hearing for LDR Updates

- Description: The consultant will present LDR updates to the Town Commission for the ordinance first reading
- Deliverable: Draft Ordinances; Ads; Agenda; PowerPoint; Updated LDRs in Strikethrough and Underline format; Matrix of LDR Updates

Subtask 5.5 Update LDR Draft (Based on 1st Reading) & Comment Matrix

- Description: The consultant will amend draft LDR update as directed by Town staff resulting from comments at first reading
- Deliverable: Final Draft of LDRs in Strikethrough and Underline format

Subtask 5.6 Adoption Hearing (2nd Reading) for LDR Updates (Commission Only)

- Description: The consultant will present final LDR updates to the Town Commission for adoption (ordinance second reading).
- Deliverable: Final Ordinances; Ads; Agenda; PowerPoint; Final Draft of LDRs in Strikethrough and Underline format; Matrix of LDR Updates

Total Cost Phase V: \$18,062.50

Grand Total Cost: \$84,912.50

Grant Total Cost with Prompt Pay Discount (2%)*: \$83,214.25

**The "Prompt Pay Discount" refers to a 2% discount applied when payment is made by the client within 15 days of receiving the invoice.*

Town of Juno Beach Cost Sheet - LDR Updates

Item #17.

Update to the Town's LDRs							
Project Tasks	BCLA Principal Planner (\$225/hr)	BCLA Planner I (\$175/hr)	BCLA Project Manager (\$150/hr)	BCLA Admin Tasks (\$125/hr)	Engineer/Architect/Landscape Architect (\$200/hr)	GIS Tech Mapping (\$175/hr)	Itemized Cost
Phase I - Project Framework							
1.1 LDR Update Project Kickoff Meeting (In Person)	Flat Fee						\$ 1,000.00
1.2 Internal Meeting with representatives from Key Departments- Discuss Recommended LDR Revisions (Virtual)	2.00	2.00	2.00	2.00	0.00	0.00	\$ 1,350.00
Phase I Cost							\$ 2,350.00
Phase II - Project Framework and Public Outreach							
2.1 Develop framework and text for Project web page and coordinate with staff to publish on Town Website	2.00	0.00	0.00	0.50	0.00	0.00	\$ 512.50
2.2 Develop a community survey for online and live polling	3.00	0.00	0.00	2.00	0.00	0.00	\$ 925.00
2.3 Coordinate location and date for 1st Public Meeting	0.50	0.00	0.00	2.00	0.00	0.00	\$ 362.50
2.4 Develop Activities for Workshop 1 (icebreakers, Large Group Activity (project overview); Live Polling with real-time results and graphs; Comment cards; Small Group Activity	14.50	12.00	3.00	2.00	0.00	0.00	\$ 6,062.50
2.5 Optional (Live Stream and remote participation)	4.00	6.00	2.00	7.50	0.00	0.00	\$ 3,187.50
2.6 Workshop Promotion - Prepare Press Release; Assist Town with distributing to news networks; Design yard signs/ flyers and place them in the meeting vicinity (includes sign removal)	4.50	0.00	0.00	3.50	0.00	0.00	\$ 1,450.00
2.7 Milestone: Facilitate Public Workshop 1	3.50	3.50	0.00	1.50	0.00	0.00	\$ 1,587.50
2.8 Workshop Summary - Review data from Online Survey and Live Audience Poll; Provide combined results in easy to read graphs	1.00	0.00	0.00	3.00	0.00	0.00	\$ 600.00
Phase II Cost							\$ 14,687.50
Phase III- Draft Updates to the Town Land Development Regulations							
3.1 Techniques for Sound and Slow Growth	9.00	21.00	1.00	1.00	0.00	3.00	\$ 6,500.00
3.2 Landscape Requirements	5.50	20.00	1.00	0.00	5.00		\$ 5,887.50
3.3 FAR/Volume and Massing of Single-Family dwellings	12.00	5.50	1.00	4.00	0.00	0.00	\$ 4,312.50
3.4a Sign Regulations	20.00	3.00	3.00	8.00	0.00	0.00	\$ 6,475.00
3.4b Collaboration with Town Attorney for Legal review and revisions	3.00	3.00	0.50	1.00	0.00	0.00	\$ 1,400.00
3.5 Topographical features	5.00	2.00	1.00	1.00	10.00	2.00	\$ 4,100.00
3.6 Walls and Fences	8.00	2.00	1.00	1.00	0.00	0.00	\$ 2,425.00
3.7 Exterior Lighting Spillover	10.00	3.00	1.00	4.00	4.00	0.00	\$ 4,225.00
3.8 Draft Ordinances for attorney review	16.00	2.00	1.00	10.00	0.00	0.00	\$ 5,350.00
Phase III Cost							\$ 40,675.00
Phase IV - Truth Checking - Public Workshop 2							
4.1 Coordinate location and date for 2nd Public Meeting	0.50	0.00	0.00	2.00	0.00	0.00	\$ 362.50
4.2 Develop Activities for Workshop 2 (Icebreakers, Large Group Activity (project overview and brief poll); Comment cards.	1.00	8.00	0.50	2.00	0.00	0.00	\$ 1,950.00
4.3 Optional (Live Stream and remote participation)	4.00	6.00	2.00	7.50	0.00	0.00	\$ 3,187.50
4.4 Workshop Promotion - Prepare Press Release; Assist Town with distributing to news networks; Design yard signs/ flyers and place them in the meeting vicinity (includes sign removal)	4.50	0.00	0.00	3.50	0.00	0.00	\$ 1,450.00
4.5 Milestone: Facilitate Public Workshop 2	3.50	3.50	0.00	1.50	0.00	0.00	\$ 1,587.50
4.6 Public Workshop Summary	1.00	0.00	0.00	3.00	0.00	0.00	\$ 600.00
Phase IV Cost							\$ 9,137.50
Phase V - Adoption of Updated Codes Sections							
5.1 Revise the 7 sections of code - Based on Public and Town Staff Feedback	7.00	14.00	0.00	2.00	0.00	1.50	\$ 4,537.50
5.2 Workshop with the Commission and LPA to prepare for Public Hearings	6.00	2.00	1.00	4.00	3.00	0.00	\$ 2,950.00
5.3 LPA (1st reading) Hearing for LDR Updates	6.00	2.00	1.00	4.00	3.00	0.00	\$ 2,950.00
5.4 Commission (1st Reading) Hearing for LDR Updates	6.00	2.00	1.00	4.00	3.00	0.00	\$ 2,950.00
5.5 Update LDR Draft (Based on 1st Hearing) & Comment Matrix	1.00	5.00	1.00	4.00	0.00	1.00	\$ 1,925.00
5.6 Adoption Hearing (2nd Reading) for LDR Updates (Commission Only)	6.00	2.00	1.00	4.00	2.00	0.00	\$ 2,750.00
Phase V Cost							\$ 18,062.50
Total Project Hours by Discipline	170.00	129.50	25.00	95.50	30.00	7.50	
Project Total Cost							\$ 84,912.50
Project Total Cost with 2 % Prompt Pay Discount							\$ 83,214.25

Reimbursables			
Promotional Supplies and printing	Quantity	Cost per unit	Total cost
QR Cards (business card size)	200	0.3	\$ 60.00
Snipe Signs (24'x18"x4 mm full color, 2-sided)	20	12.5	\$ 250.00
Step Stakes for signs	20	2.15	\$ 43.00
<i>Total Services and Reimbursables</i>			<i>\$ 353.00</i>



Meeting Name: Town Council Meeting
Meeting Date: December 17, 2024
Prepared By: Steven J. Hallock, Director of Public Works
Item Title: Agreement with J.W. Cheatham LLC to Construct the Atlantic Boulevard Roadway Improvements project

DISCUSSION:

At its May 8, 2024 meeting, the Town Council unanimously approved Alternate #2 for the Atlantic Boulevard Roadway Improvements project. As a result, the Town Engineer, Simmons & White, was directed to finalize the construction documents. Once finalized, Town Staff used these construction documents to advertise and publicize the project with a due date for submittals being November 4, 2024. No quotes were received.

Town staff then directly reached out to ten (10) different construction contractors in an attempt and obtain quotes. Only two (2) quotes were received: one from J.W. Cheatum LLC at a cost of \$56,217.20, and one from Saffold Paving at a cost of \$67,760.00. The other contractors replied that the job is too small, or they were unable to fit it into their schedule.

The Town Council approved a budget of \$90,000 for this project for the current fiscal year. The approved engineering services are \$25,000 per the Town's agreement with Simmons & White. This means there is \$65,000 available for the actual construction. The lowest qualified quote came from J.W. Cheatum LLC at a cost of \$56,217.20, well within the budget.

While the Town's Purchasing Policy generally requires three written quotes for projects for purchases of \$35,000 to less than \$75,000, Section XII, "Exceptions," allows the Town Council to waive the purchasing policies and procedures when in the best interests of the Town:

F. Best Interest Acquisitions. The Town may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the other purchasing methods prescribed herein where the Town Council determines by a majority affirmative vote that the sealed competitive method or the other procurement methods (i.e., obtaining written quotations) are not in the best interest of the Town, and that such acquisition without utilizing a sealed competitive method or the written quotations method will not result in the financial disadvantage of the Town. Such contracts shall be placed on the regular Town Council agenda.

Because Staff was unable to procure three written quotes, Staff is requesting Town Council approval of a Contract with J.W. Cheatham LLC for the Atlantic Boulevard Roadway Improvements project as a “best interest acquisition.”

Also at the May 8, 2024 meeting: “*Council gave unanimous consensus to have staff reach out to the County inquiring about adding a crosswalk at the intersection of Atlantic Boulevard and Ocean Drive in conjunction with this project.*” Staff contacted the County; however, the County is not in favor of installing a crosswalk at this time at the County’s expense. However, the Town can decide to fund the crosswalk itself with County permission or revisit the issue at a later date.

RECOMMENDATION:

Town Staff requests Town Council consideration and approval of a Contract with J.W. Cheatum LLC in the amount of \$56,217.20 for the construction of the Atlantic Boulevard Roadway Improvements project and a determination that the obtaining written quotations is not the best interest of the Town.

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the TOWN OF JUNO BEACH, 340 Ocean Drive, Juno Beach, Florida 33408, a Florida municipal corporation (hereinafter "TOWN"), and J.W. CHEATHAM LLC, a Florida limited liability company (hereinafter "CONTRACTOR"), 7396 Westport Place, West Palm Beach, Florida 33413.

RECITALS

WHEREAS, the TOWN solicited written proposals for improvements to Atlantic Boulevard, as set forth in the "Roadway Improvement Plans – Atlantic Boulevard" prepared by Simmons & White dated October 11, 2024 consisting of five pages ("Work"); and

WHEREAS, the TOWN wishes to accept the proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. CONTRACTOR shall perform the Work in accordance with its Proposal dated December 4, 2024, which is incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the TOWN, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Fifty-six Thousand Two Hundred and Seventeen Dollars and Twenty Cents (\$56,217.20)**, subject to any price adjustments based on the actual quantity of material utilized.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the TOWN and upon written notice from the TOWN to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the TOWN to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the TOWN. CONTRACTOR shall be compensated in the manner set forth in the Estimate and shall

submit invoices to the TOWN for review and approval by the TOWN's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the TOWN. This certifies that all goods and services have been properly performed and all charges have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The TOWN will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Town (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the TOWN as an "Additional Insured."

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused

by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
 - C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.
6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits and comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but by no means limited to, all requirements of the Town Code and the Florida Building Code. The TOWN shall be responsible for the cost of any permits.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Estimate. Should any Work fail to comply with this warranty during the warranty period, upon written notification from the TOWN, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the TOWN with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the TOWN's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any

such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, CONTRACTOR shall provide any necessary materials to maintain such protection.

- B. Until acceptance of the Work by the TOWN, the TOWN's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore, and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the TOWN, public and other guests, and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of

this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The TOWN and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of a conflict between this Contract and CONTRACTOR'S Estimate, the terms of this Contract shall control.
- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the TOWN has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the TOWN has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CAITLIN COPELAND-RODRIGUEZ, THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0312; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the TOWN to perform the service.

- (2) Upon request from the TOWN's custodian of public records, provide the TOWN with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN.
 - (4) Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the services. If CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract justifying termination.
- K. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, or subcontractor with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.
- L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Contract at its sole option if CONTRACTOR or any of its subcontractors are placed

on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

J.W. CHEATHAM LLC

By: Thomas P. Uhrig

Print Name: Thomas P. Uhrig

Position: President

TOWN OF JUNO BEACH

BY: _____
PEGGY WHEELER, MAYOR

ATTEST:

BY: _____
CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
TOWN ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **J.W. Cheatham LLC**.
3. **J.W. Cheatham LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: Thomas P. Uhrig
Print Name: Thomas P. Uhrig
Title: President

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

December 4, 2024

Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Attn: Mr. Steven J. Hallock, Director of Public Works

Re: **Atlantic Blvd Roadway Improvements**

Dear Mr. Hallock:

As per your request I submit the following bid proposal for the above referenced project.

Mobilization	8 HR	@	\$175.00 /HR	\$1,400.00
Supervisor	30 HR	@	\$150.00 /HR	\$4,500.00
Survey Layout	20 HR	@	\$175.00 /HR	\$3,500.00
MOT	1 LS	@	\$6,175.00 /LS	\$6,175.00
Excavation and Grading	1 LS	@	\$5,050.00 /LS	\$5,050.00
Sawcut	50 SF	@	\$10.00 /SF	\$500.00
Concrete & Asphalt Removal	125 SF	@	\$6.00 /SF	\$750.00
Concrete Drop Curb & Type F Curb	50 LF	@	\$43.00 /LF	\$2,150.00
Concrete Header Curb	38 LF	@	\$125.00 /LF	\$4,750.00
Grading and 8" Baserock beneath Paver Bricks	2 LOC	@	\$2,500.00 /LOC	\$5,000.00
Paver Bricks (Approx. 25 SF/LOCATION)	2 LOC	@	\$880.00 /LOC	\$1,760.00
4" Concrete Sidewalk	936 SF	@	\$7.50 /SF	\$7,020.00
Detectable Warning	40 SF	@	\$50.00 /SF	\$2,000.00
Floritam Sod	2,500 SF	@	\$1.50 /SF	\$3,750.00
Water Valve Adjustment	3 EA	@	\$100.00 /EA	\$300.00
6" Solid White/Yellow Thermoplastic	1,208 LF	@	\$1.05 /LF	\$1,268.40
18" Solid White/Yellow Thermoplastic	542 LF	@	\$4.40 /LF	\$2,384.80
Messages Thermoplastic	4 EA	@	\$121.00 /EA	\$484.00
Stop Bars Thermoplastic	2 EA	@	\$85.00 /EA	\$170.00
Crosswalks Thermoplastic	2 EA	@	\$140.00 /EA	\$280.00
Pedestrian Sign	2 EA	@	\$550.00 /EA	\$1,100.00
"No Motorized Vehicles in Pathway" Sign	2 EA	@	\$550.00 /EA	\$1,100.00
Delineator	11 EA	@	\$75.00 /EA	\$825.00
			Total	\$56,217.20

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Qualifications to our proposal are as follows:

1. Record Drawings are not included.
2. Permits and testing (except failures) are not included.
3. Performance and payment bonds are not included.
4. Erosion control is not included. i.e. silt fence and hay bales
5. Irrigation and landscape restoration is not included. Irrigation will be cut and capped where in conflict with scope of work.
6. Tree stump removal or grinding is not included.
7. The only utility adjustments included are water valve adjustments. All other utility adjustments are not included.
8. Paver Brick price is based on the following:
 - a. Shape: Holland Stone, 2-3/8"
 - b. Color: Adobe (Color Mix 3)
 - c. F&I 1" of sand/cement mix
9. Bid price is based on mobilizing one time.
10. Final quantities and payment of unit priced items to be based upon actual measurement.
11. All work is in accordance with plans entitled "Roadway Improvement Plans – Atlantic Boulevard" by Simmons & White. Dated 11/22/2024. Consisting of 5 sheets (Sheets 1 to 5)
12. No item included unless specifically stated.
13. Bid price is good for thirty (30) days.

Thank you for the opportunity to submit this bid and should you have any questions please contact me.

Sincerely,

J.W. Cheatham, LLC

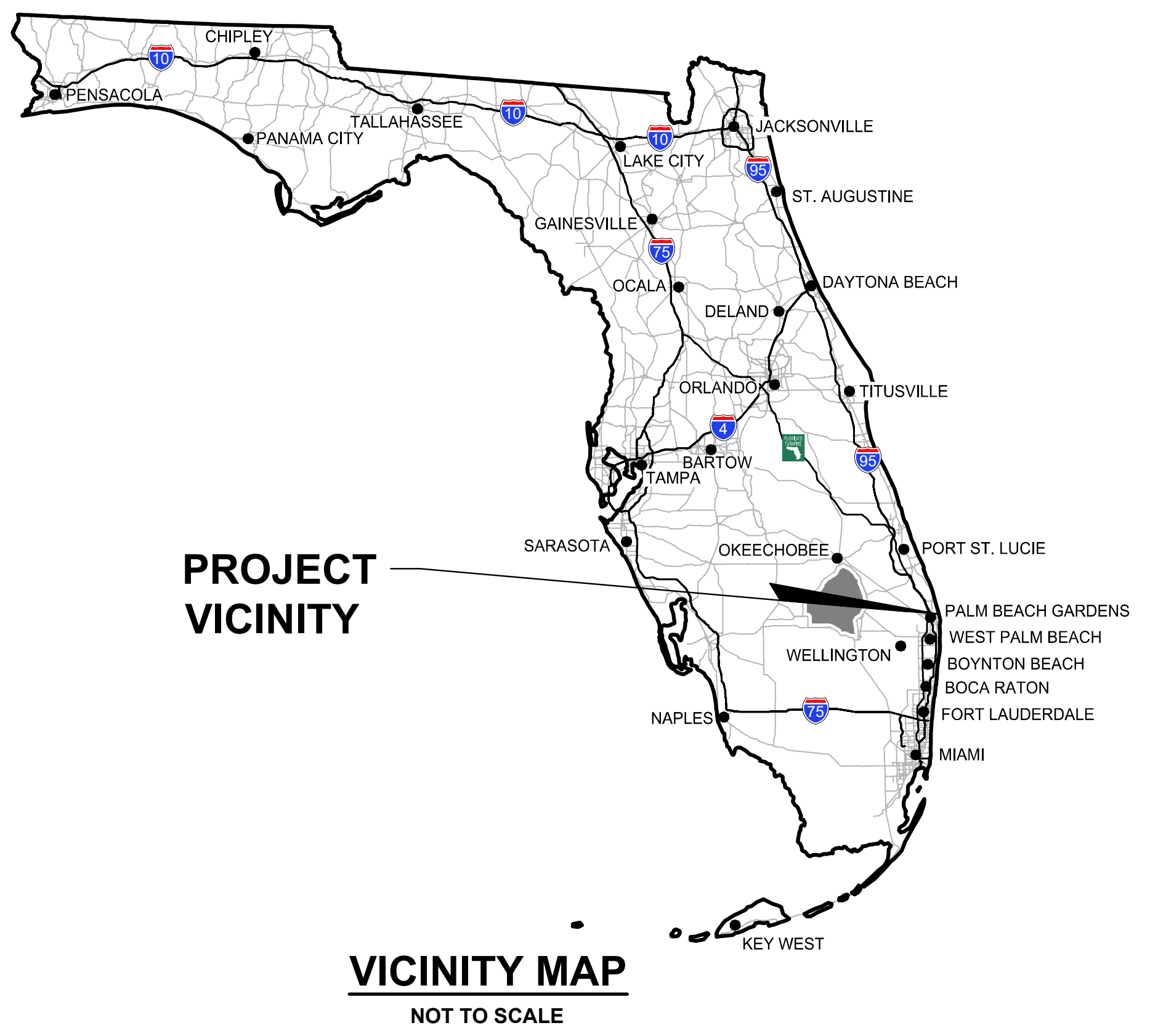


Eddie Giles

Project Manager

ROADWAY IMPROVEMENT PLANS ATLANTIC BOULEVARD

**SECTION 28, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUNO BEACH, FLORIDA**

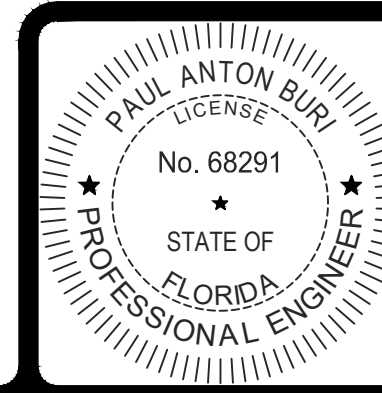


INDEX OF SHEETS

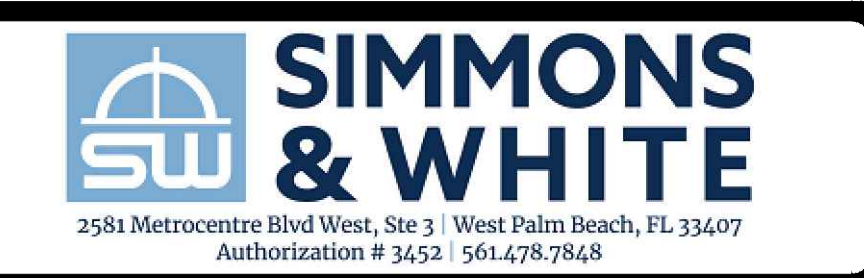
SHEET NO.:	DESCRIPTION:
1	TITLE SHEET
2-3	PAVING AND STRIPING PLAN
4	PAVING AND STRIPING DETAILS
5	POLLUTION PREVENTION PLAN

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PAUL ANTON BURI, P.E. ON 11/22/2024.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

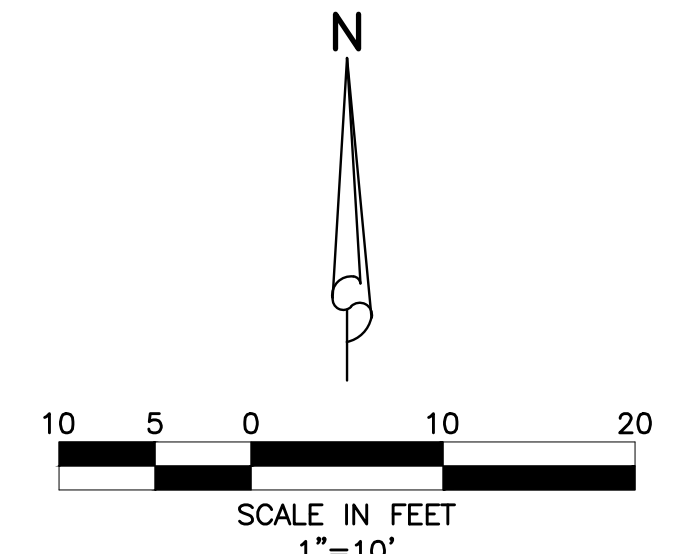
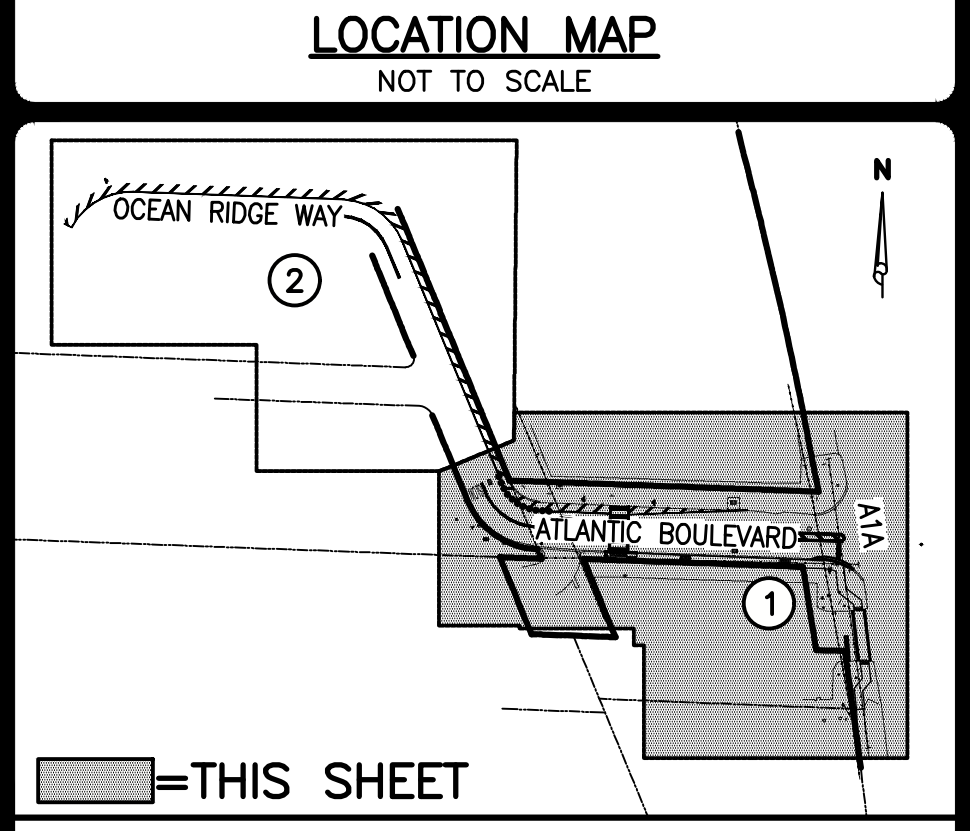
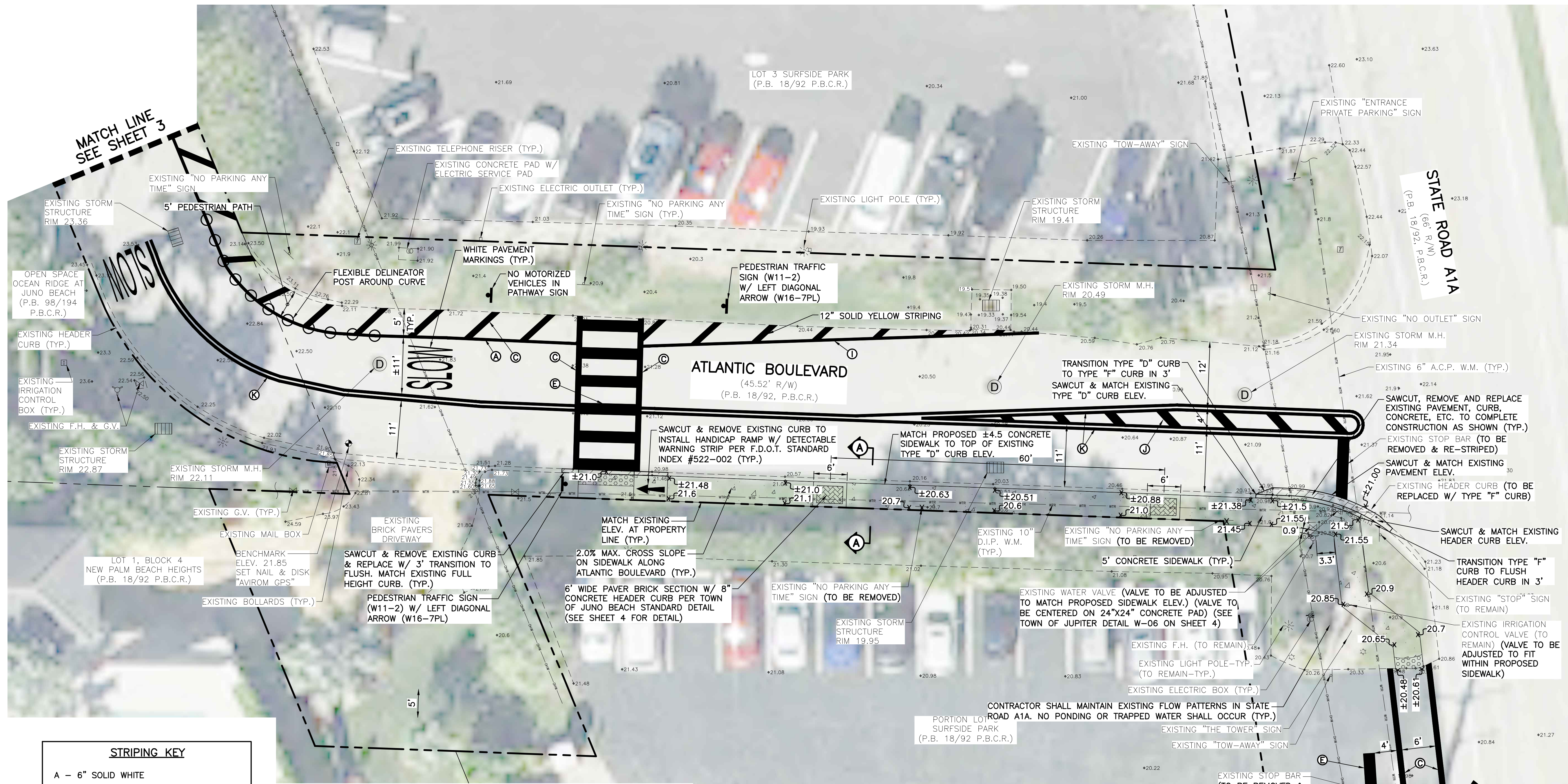


DESIGN J.U.	DRAWN R.W.	CHECKED	APPROVED	DATE
REVISIONS				



ATLANTIC BOULEVARD
SECTION 28, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUNO BEACH, FLORIDA
TITLE SHEET

JOB NO. 24-004.9	DRAWING NO. 24004.9S01	SHEET 1 OF 5
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LEGEND

- PROPOSED GRADE ELEVATION
- EXISTING GRADE ELEVATION
- CONCRETE
- PAVER BRICK
- DETECTABLE WARNING SURFACE
- SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
- EXISTING OVERHEAD POWER LINE & POWER POLE
- EXISTING STORM DRAINAGE PIPE (TO REMAIN)
- EXISTING WATER MAIN (TO REMAIN)
- EXISTING SEWER MAIN (TO REMAIN)
- EXISTING FORCE MAIN (TO REMAIN)

STRIPING KEY

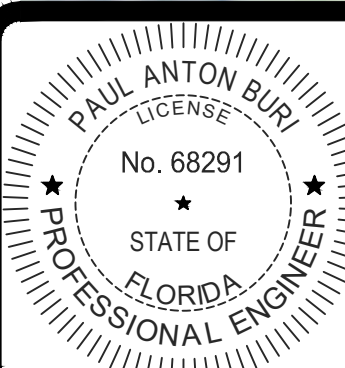
- A - 6" SOLID WHITE
- B - 8" SOLID WHITE
- C - 12" SOLID WHITE
- D - 18" SOLID WHITE
- E - 24" SOLID WHITE
- F - 6" SKIP WHITE TYP. (10'-30')
- G - 6" SKIP WHITE TYP. (6'-10')
- H - 6" SKIP WHITE TYP. (2'-4')
- I - 6" SOLID YELLOW
- J - 18" SOLID YELLOW
- K - 6" DOUBLE YELLOW
- L - 6" SKIP YELLOW TYP. (10'-30')
- M - 6" SKIP YELLOW TYP. (6'-10')
- N - 6" SKIP YELLOW TYP. (2'-4')
- P - R.P.M. BI-DIRECTIONAL AMBER/AMBER
- R - F.D.P. WHITE
- S - F.D.P. YELLOW
- T - R.P.M. BI-DIRECTIONAL WHITE/RED
- U - R.P.M. BI-DIRECTIONAL RED/YELLOW

NOTES:

- 1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.
- 2.) ALL STRIPING SHALL BE THERMOPLASTIC.
- 3.) SWALE BOTTOM ELEVATION SHALL BE ADJUSTED AS NEEDED TO MAINTAIN 6" MINIMUM DEPTH TO INVERT AS MEASURED FROM ADJACENT EDGE OF PAVEMENT. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS PRIORI TO CONSTRUCTION.
- 4.) CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL ON-SITE & OFF-SITE AREAS DISTURBED DURING CONSTRUCTION TO EXISTING OR BETTER CONDITIONS.
- 5.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL N.P.D.E.S. REQUIREMENTS INCLUDING FILING OF N.O.I., N.O.T., WEEKLY & MONTHLY MONITORING REPORTS, ETC.
- 6.) CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/REPLACE EXISTING IRRIGATION LIGHTING OR OTHER PRIVATE UTILITIES IMPACTED BY PROPOSED IMPROVEMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE EXISTING FACILITIES.

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY AVIROM & ASSOCIATES, INC. (772) 781-6266

48 HOURS BEFORE DIGGING
 BROWARD • PALM BEACH • INDIAN RIVER
 ST. LUCIE • MARTIN COUNTIES
 1-800-432-4770
 SUNSHINE STATE 1 CALL
 UNDERGROUND UTILITIES
 NOTIFICATION CENTER



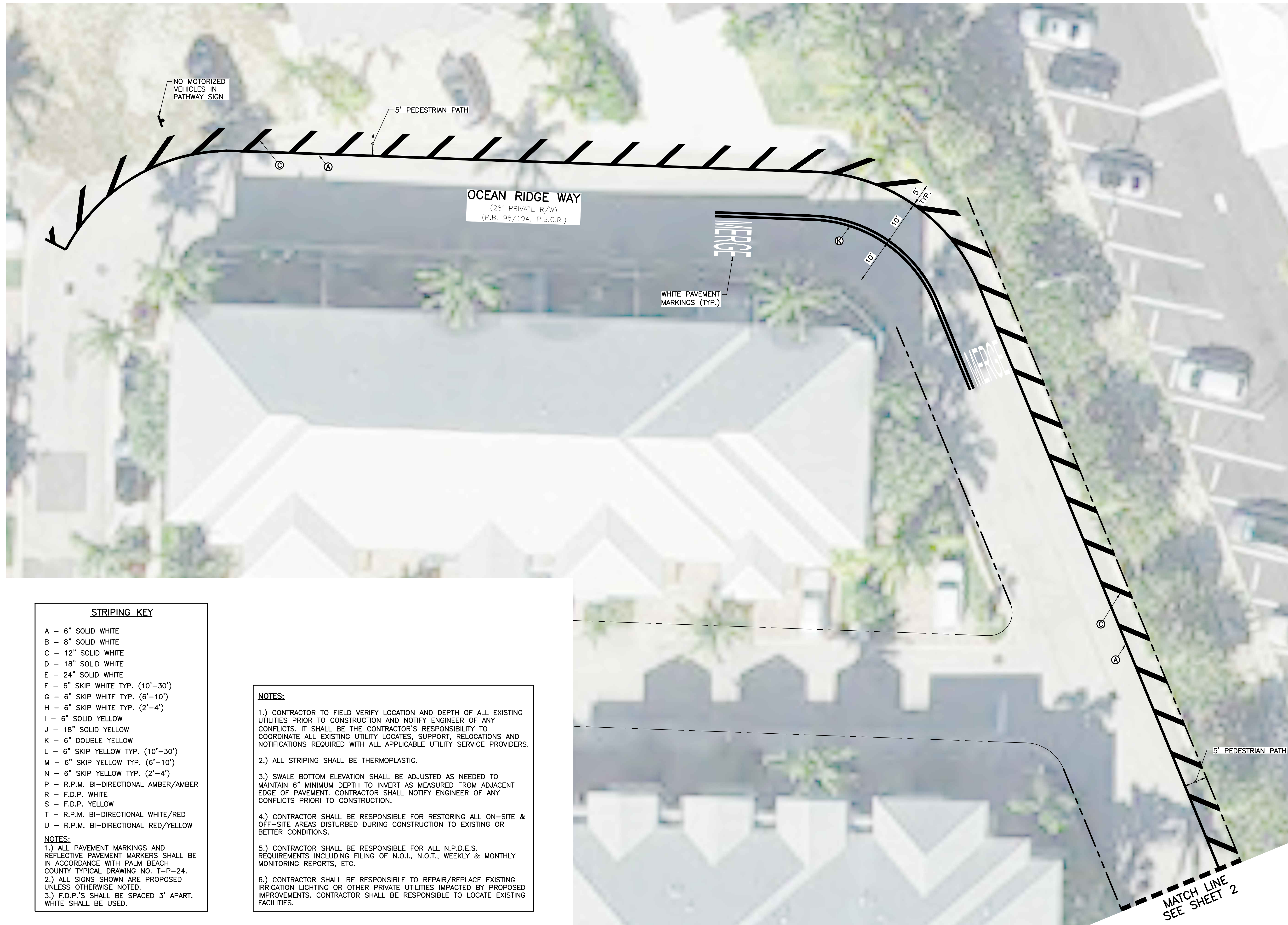
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1.) ADDED PAVER BRICK SECTIONS TO ATLANTIC BLVD. SIDEWALK PER TOWN OF JUNO BEACH COMMENTS, 11/22/24 D.B.

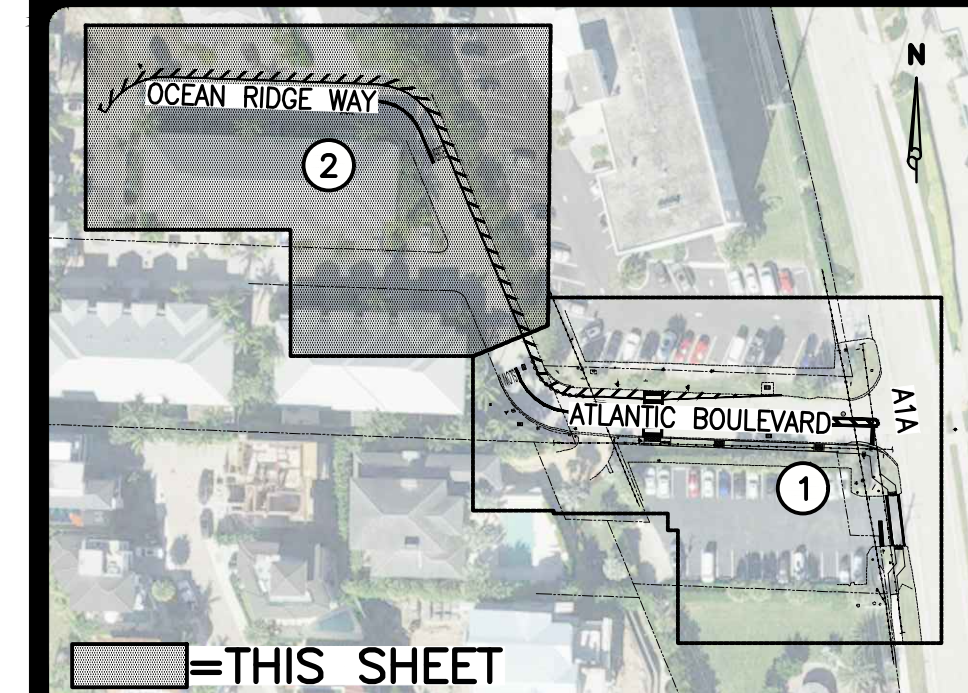


ATLANTIC BOULEVARD
 SECTION 28, TOWNSHIP 41S., RANGE 43E.
 TOWN OF JUNO BEACH, FLORIDA
PAVING AND STRIPING PLAN

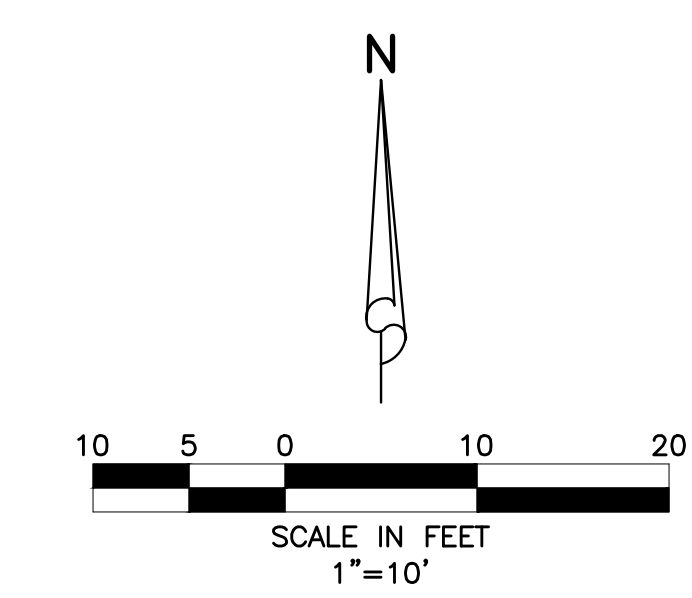
DESIGN J.U.	DRAWN R.W.	CHECKED	APPROVED	DATE	JOB NO. 24-004.9	DRAWING NO. 24004.9S02	SHEET 2	OF 5
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LOCATION MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE



LEGEND

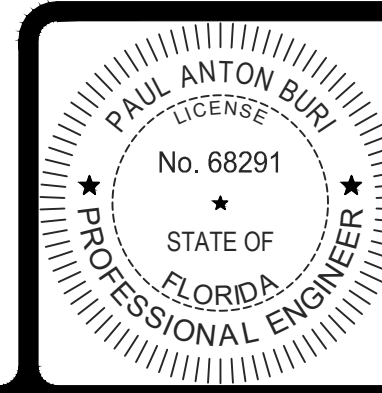
- *19.0 PROPOSED GRADE ELEVATION
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 - T - R.P.M. BI-DIRECTIONAL WHITE/RED
 - U - R.P.M. BI-DIRECTIONAL RED/YELLOW
- NOTES:**
- 1.) ALL PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY TYPICAL DRAWING NO. T-P-24.
 - 2.) ALL SIGNS SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.
 - 3.) F.D.P.'S SHALL BE SPACED 3' APART. WHITE SHALL BE USED.

- NOTES:**
- 1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.
 - 2.) ALL STRIPING SHALL BE THERMOPLASTIC.
 - 3.) SWALE BOTTOM ELEVATION SHALL BE ADJUSTED AS NEEDED TO MAINTAIN 6" MINIMUM DEPTH TO INVERT AS MEASURED FROM ADJACENT EDGE OF PAVEMENT. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS PRIORI TO CONSTRUCTION.
 - 4.) CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL ON-SITE & OFF-SITE AREAS DISTURBED DURING CONSTRUCTION TO EXISTING OR BETTER CONDITIONS.
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 - 6.) CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/REPLACE EXISTING IRRIGATION LIGHTING OR OTHER PRIVATE UTILITIES IMPACTED BY PROPOSED IMPROVEMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE EXISTING FACILITIES.

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LUDDE • MARTIN COUNTIES
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NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY AVIROM & ASSOCIATES, INC. (772) 781-6266



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REVISIONS	
DESIGN	J.U.
DRAWN	R.W.
CHECKED	
APPROVED	
DATE	



ATLANTIC BOULEVARD
SECTION 28, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUNO BEACH, FLORIDA
PAVING AND STRIPING PLAN

JOB NO.	DRAWING NO.	SHEET	OF
24-004.9	24004.9S03	3	5

GENERAL NOTES:

1. NOTIFY ENGINEER OF IN-FIELD CONFLICTS OR DESIGN DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK.
2. EXISTING WATER, SEWER AND DRAINAGE SYSTEMS ARE REPRESENTED AS DASHED LINES AND SHALL BE VERIFIED BY CONTRACTOR.
3. CONTRACTOR SHALL PROTECT ALL UTILITIES AND PUBLIC IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE. CONTRACTOR TO RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
4. SUPPORT OR THE RELOCATION OF EXISTING STREET LIGHT POLES, POWER OR TELEPHONE POLES, EXISTING UTILITIES, IRRIGATION SYSTEMS, SIDEWALKS, WALLS, ETC. NECESSARY FOR COMPLETION OF THIS WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE.
5. INFORMATION SHOWN ON THESE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED, HOWEVER, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER AND DEPTH OF ANY EXISTING UTILITIES. ALL "AS-BUILT" INFORMATION INCLUDING LOCATION AND ELEVATION OF UTILITY STUB-OUTS TO BE FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION OR ORDERING OF STRUCTURES. NOTIFY ENGINEER OF DISCREPANCIES/CONFLICTS.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH IN FIELD PRIOR TO COMMENCEMENT AND NOTIFY THE ENGINEER OF ANY DEVIATIONS PRIOR TO COMMENCING CONSTRUCTION.
7. SIDEWALKS TO BE FLUSH WITH YARD AREAS UNLESS OTHERWISE NOTED.
8. ALL ELEVATIONS SHOWN HEREON REFER TO N.A.V.D. 1988 TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY AVIROM & ASSOCIATES, INC. (772) 781-6266.
9. CONTRACTOR SHALL PROVIDE ADEQUATE EQUIPMENT FOR THE REMOVAL OF STORM, SURFACE AND/OR SUBSURFACE WATER WHICH MAY ACCUMULATE IN THE EXCAVATION AREAS SO THAT IT WILL BE SUITABLY DRY FOR WORK REQUIRED.
10. NO OFF-SITE DISCHARGE FROM DEWATERING OPERATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR SECURES WRITTEN PERMISSION FROM THE GOVERNING AUTHORITIES.
11. ALL SUB-BASE UNDER ROADWAYS, PARKING LOTS, CURBS, ETC. SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T-180 PROCTOR.
12. WHERE ENCOUNTERED (OR SPECIFIED IN THE GEOTECHNICAL REPORT), MUCK/UNSUITABLE MATERIALS SHALL BE COMPLETELY REMOVED FROM PROPOSED PAVING AND BUILDING AREAS 10 FEET BEYOND THE EDGE OF PAVEMENT/BUILDING PAD EACH SIDE.
13. CONTRACTOR TO PROVIDE TEST REPORTS FROM AN INDEPENDENT LABORATORY FOR PROCTORS AND DENSITIES ON BASE AND SUBGRADE.
14. CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE CONSTRUCTION RECORD INFORMATION TO THE ENGINEER.
15. CONTRACTOR SHALL ARRANGE FOR THE ENGINEER TO OBSERVE:
 - A. STRINGLINING OF SUBGRADE.
 - B. STRINGLINING/BOARDING OF BASE.
20. THE CONTRACTOR SHALL FILL AND FINE GRADE ALL PLANTING AREAS, LEAVING THE FINISHED GRADE SMOOTH AND READY TO RECEIVE SOD OR OTHER PLANTING MATERIAL. WHERE SOD IS DESIRED, THE FINISHED GRADES SHALL BE TWO (2) INCHES LOWER TO ALLOW FOR THICKNESS OF THE GRASS. SPECIAL ATTENTION SHALL BE GIVEN ALONG EDGE OF PAVEMENT AND SIDEWALKS SO AS NOT TO TRAP WATER.
21. ANY SHELLROCK OR LIMEROCK PAVING BASE INSTALLED WITHIN PLANTING AREAS SHALL BE REMOVED IN ITS ENTIRETY PRIOR TO PLACING PLANTER AREA FILL.
22. ALL SWALE, RIGHT OF WAY AREAS AND YARD AREAS SHALL BE GRADED AND SEEDED OR SODDED IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS. NO AREAS SHALL BE LEFT BARREN OR SUBJECT TO EROSION.
23. CONTRACTOR SHALL ENSURE NO SEDIMENT OR DEBRIS LEAVES THE SITE DURING CONSTRUCTION IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS (SILT FENCE, HAY BALES OR SOD APRONS AT INLETS, WASH ROCK EXIT, ETC. MAY BE REQUIRED TO MEET SAID REQUIREMENTS). CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION, IMPLEMENTATION AND CERTIFICATION OF ALL N.P.D.E.S. POLLUTION PREVENTION RELATED MEASURES (i.e. FILING OF AN N.O.I. POLLUTION PREVENTION PLAN MONITORING REPORTS, ETC.)
24. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT (561) 233-3900) 48 HOURS PRIOR TO CONSTRUCTION, IF ANY WORK IS BEING DONE WITHIN 10 FEET OF A SIGNALIZED INTERSECTION.
25. ANY DAMAGE TO PBC-TRAFFIC I.T.S. FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION BY THE PERMITEE AT NO COST TO PALM BEACH COUNTY.
26. PALM BEACH COUNTY (PBC) RESERVES THE RIGHT TO DETERMINE IF DAMAGED PBC FACILITIES WILL BE REPAIRED OR REPLACED.
27. CONSTRUCTION TESTING REQUIREMENTS:
 1. DENSITY, THICKNESS AND F.B.V./L.B.R. FOR BASE AND SUBGRADE
 - a. ROADS - MAXIMUM SPACING = 500 L.F.
 - b. PARKING LOT - MAXIMUM SPACING = 6,000 S.F.
 2. ASPHALT THICKNESS
 - a. ROADS - MAXIMUM SPACING = 600 L.F.
 - b. PARKING LOT - MAXIMUM SPACING = 2,000 S.F.

TESTING SHALL BE TAKEN IN A STAGGERED PATTERN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
THERE SHALL BE A MINIMUM OF 4 EACH OF THE ABOVE TESTS FOR A PROJECT OR PORTION THEREOF.

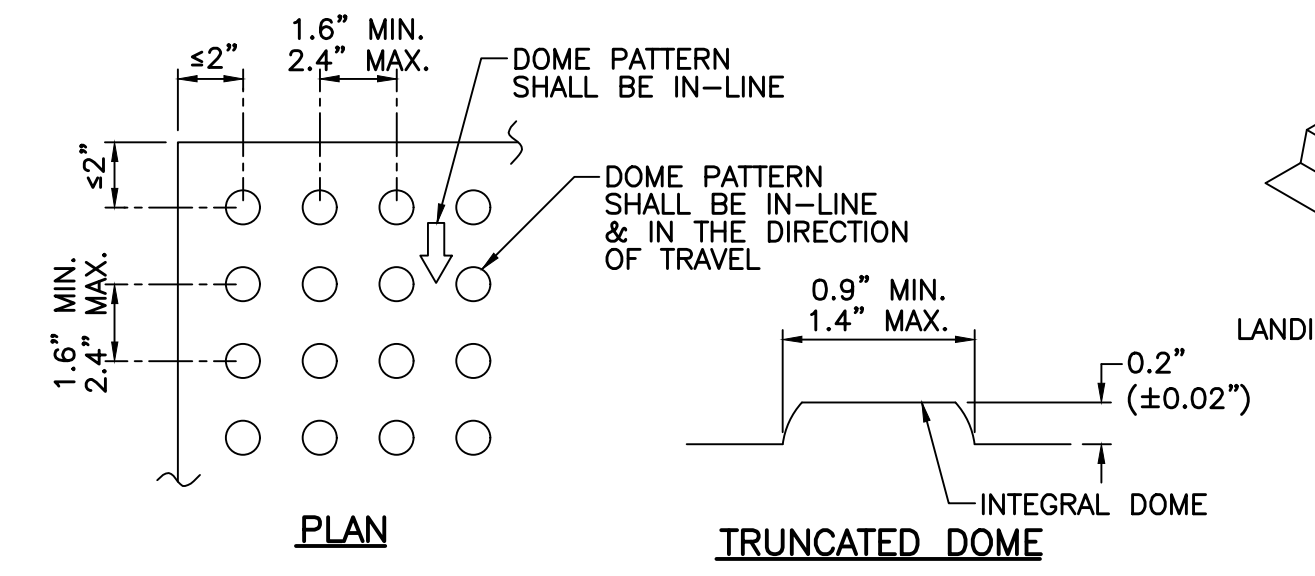
3. BASE - CHEMICAL AND SIEVE ANALYSIS, FROM SUPPLIER/PIT (DOT CERTIFICATION)
4. ASPHALT - DESIGN MIX. IF REQUESTED BY THE ENGINEER, STABILITY TESTS WILL BE REQUIRED.

5. PIPELINE BACKFILL DENSITY TESTS
- ALL PIPE AND STRUCTURE TRENCHES SHALL BE BACKFILLED USING A MAX. OF 12" LIFTS. ALL BACKFILL MATERIAL SHALL BE CLEAN, DRY STRUCTURAL FILL, WITH NO DELETERIOUS OR ORGANIC MATERIAL PRESENT.
- AT LEAST ONE TEST SHALL BE PERFORMED FOR EVERY 12" OF DEPTH, STARTING AT THE SPRINGLINE OF THE PIPE, COVERING THE 12" LAYER BELOW THE SPRINGLINE OF THE PIPE.
- PIPE TRENCHES SHALL BE TESTED AT RANDOMLY SELECTED LOCATIONS ALONG THE LENGTH OF EACH PIPE RUN WITHIN EACH 300' INTERVAL (MAXIMUM) AND BETWEEN EACH SET OF TWO STRUCTURES IF A PIPE RUN SEPARATING THE TWO IS LESS THAN 300' IN LENGTH.
- TESTS SHALL BE PERFORMED AT EVERY STRUCTURE BEGINNING AT THE BASE OF THE STRUCTURE (COVERING THE 12" BELOW THE BASE OF THE STRUCTURE) WITH ONE TEST FOR EVERY 12" LIFT. TESTS SHALL ALTERNATE FROM CORNER TO CORNER OR FROM SIDE TO SIDE AROUND THE STRUCTURE WITH EACH 12" LIFT.
- WHERE OUTSIDE PAVED AREAS BY 10' OR MORE, ALL TESTS SHALL BE TAKEN WITHIN THE BOTTOM 3' OF TRENCH AND ONLY 1 TEST PER 300 L.F. IS REQUIRED.

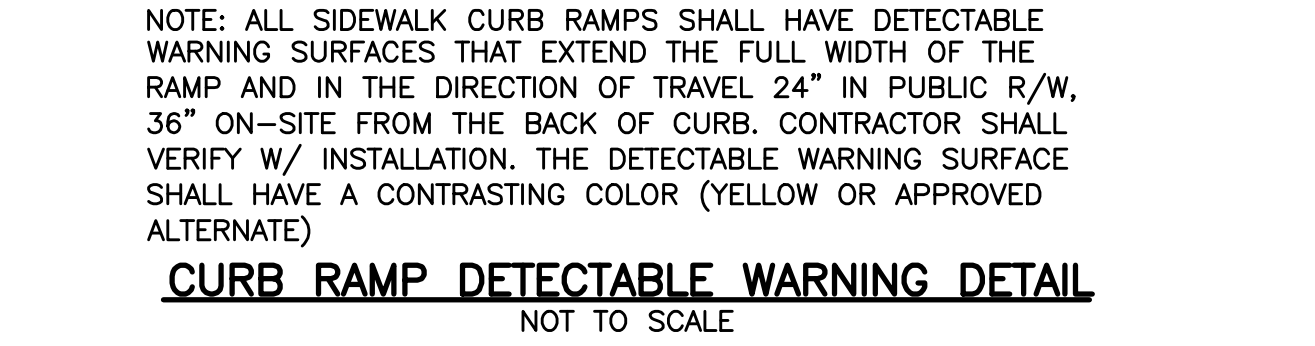
MINIMUM SPACING REQUIREMENTS:

DEPTH OF CUT	SPACING OF TESTS
0 - 6'	1 PER 300 L.F.
6 - 9'	2 PER 300 L.F.
9 - 12'	3 PER 300 L.F.
12 - 15'	4 PER 300 L.F.
15 - 18'	5 PER 300 L.F.

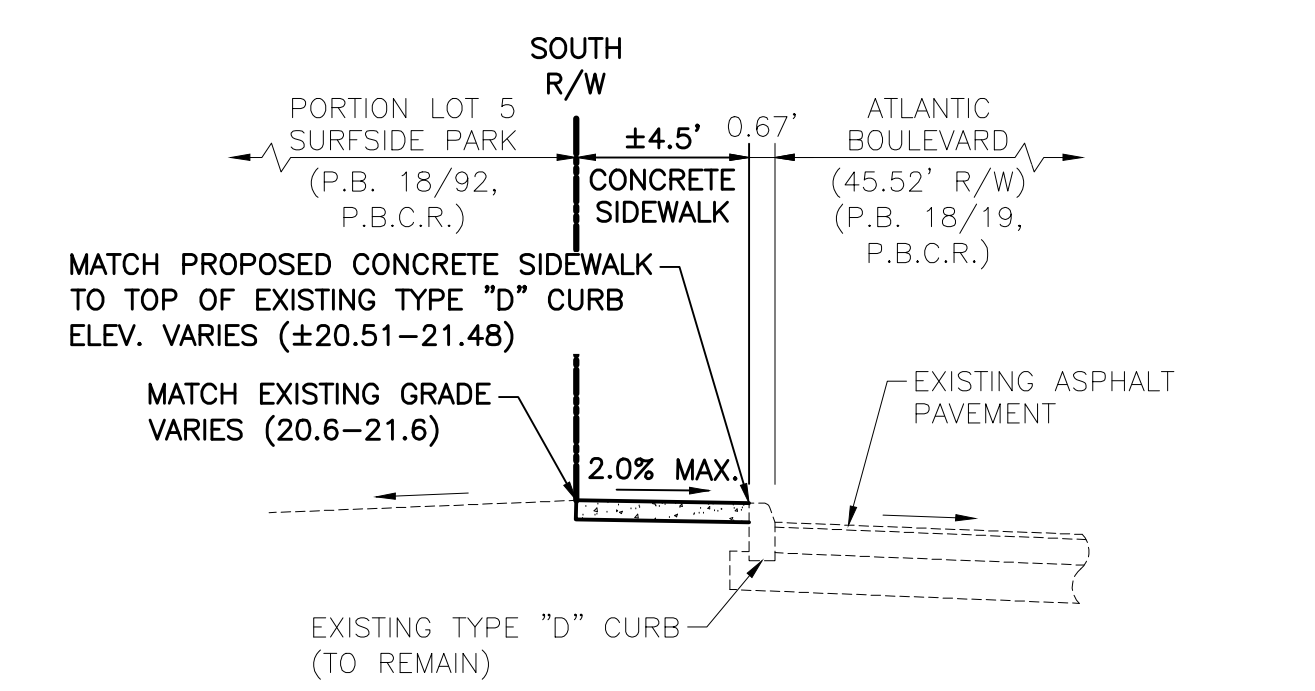
THE ABOVE REQUIREMENTS ARE THE MINIMUM AND ARE SUBJECT TO INCREASE BY THE GOVERNING AGENCIES. ALL TESTS AND LOCATIONS ARE SUBJECT TO REVIEW BY ENGINEER AND/OR GOVERNING AGENCIES. ADDITIONAL TESTS MAY BE REQUIRED BASED ON FIELD OBSERVATIONS OF CONSTRUCTION TECHNIQUES OR MATERIALS USED ON SITE.



HANDICAP RAMP DETAIL (CR-C)
NOT TO SCALE



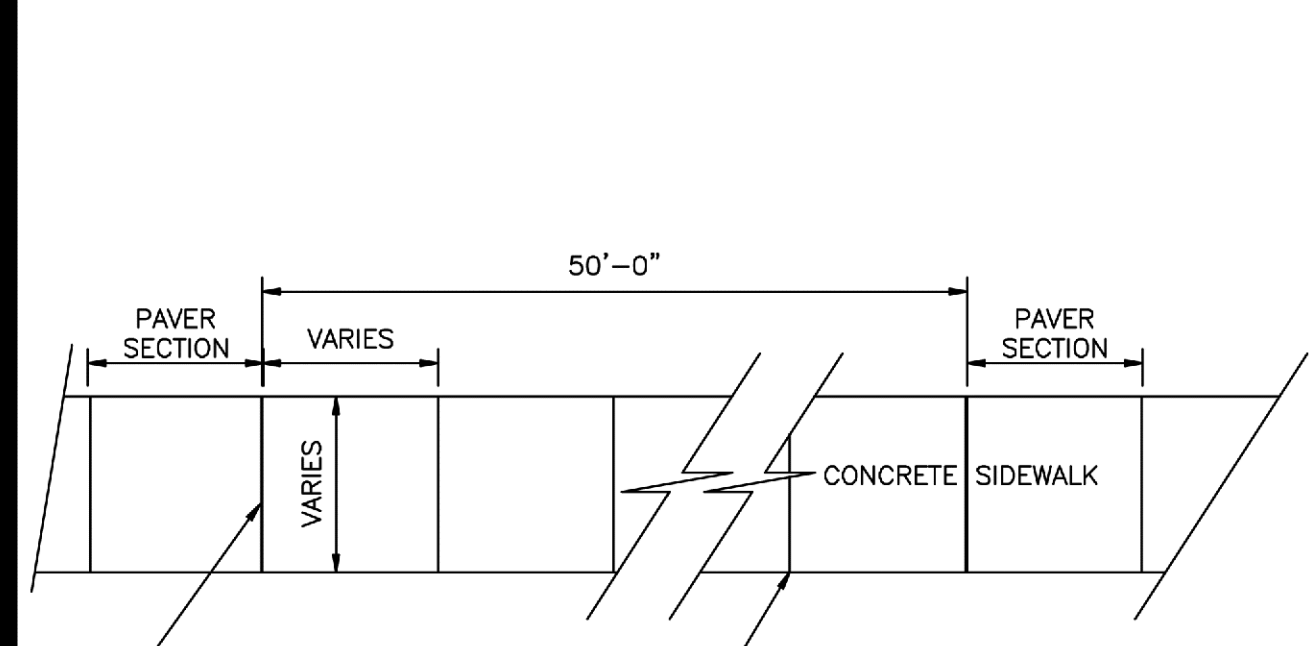
CURB RAMP DETECTABLE WARNING DETAIL
NOT TO SCALE



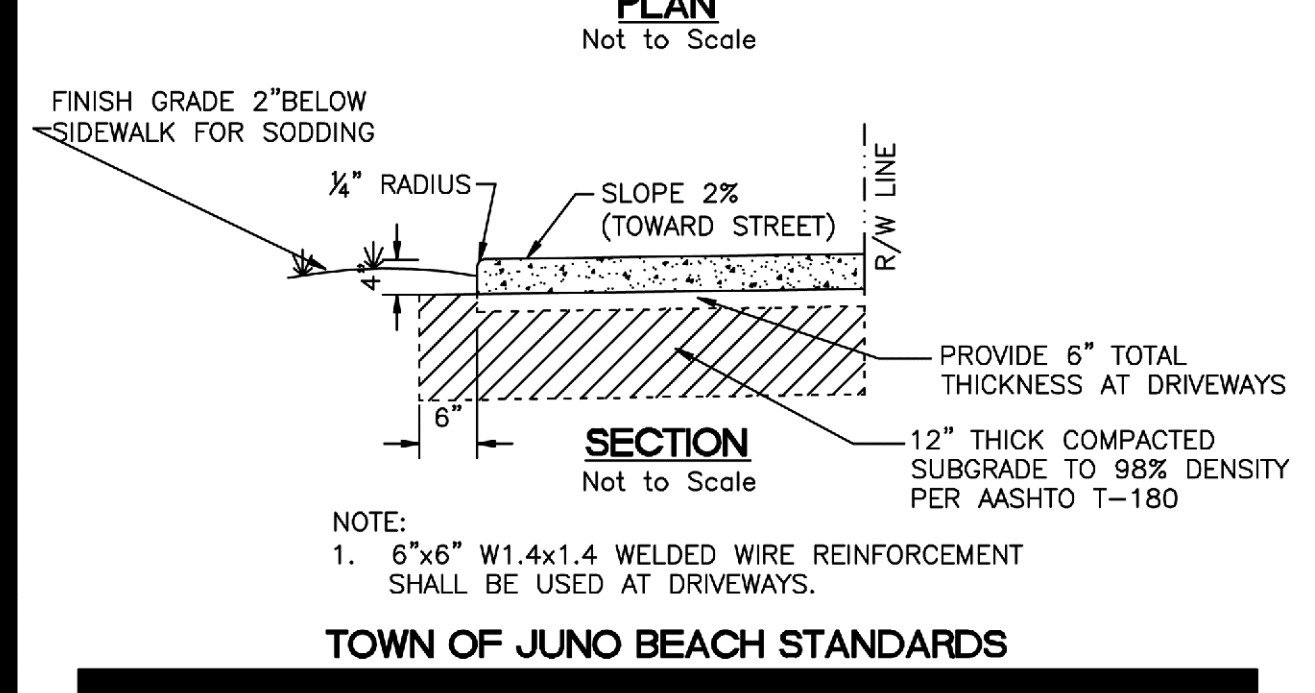
TYPICAL HANDICAP RAMP DETAILS
NOT TO SCALE



TYPICAL SECTION A-A
NOT TO SCALE



TYPICAL SECTION B-B
NOT TO SCALE



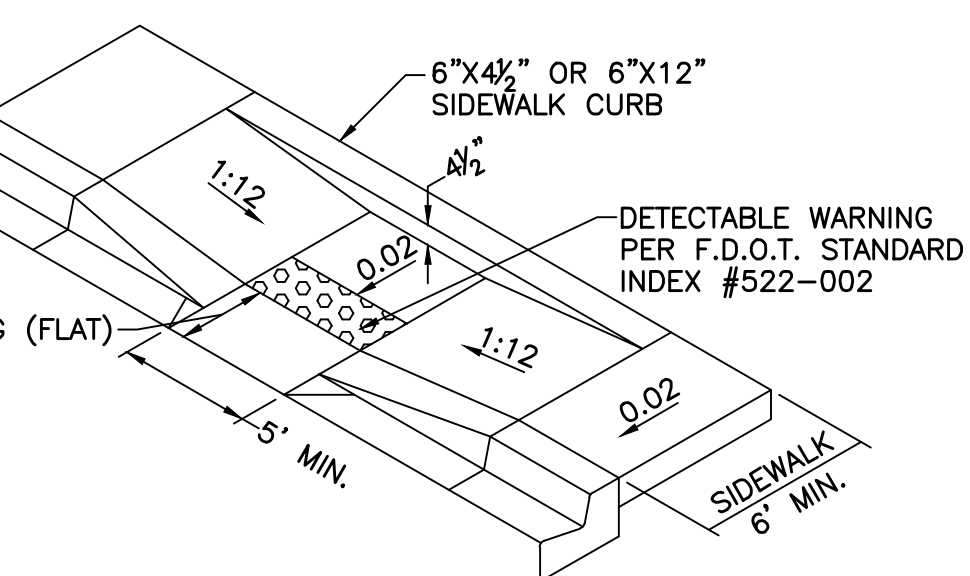
TYPICAL SECTION C-C
NOT TO SCALE

TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
CONCRETE SIDEWALK

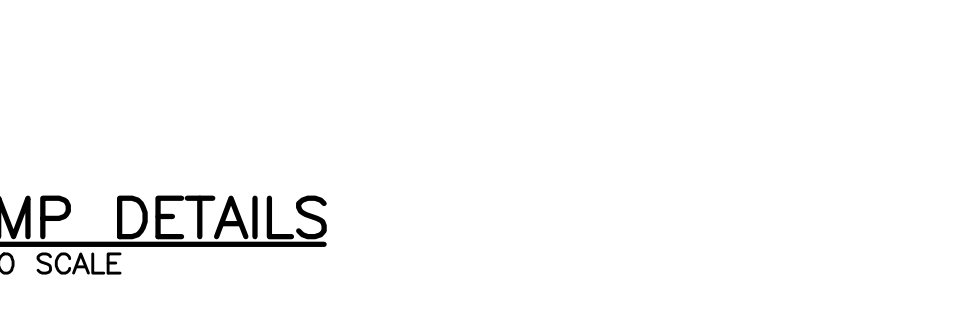
5.200-12

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PAUL ANTON BUR I, P.E. ON 11/22/2024.

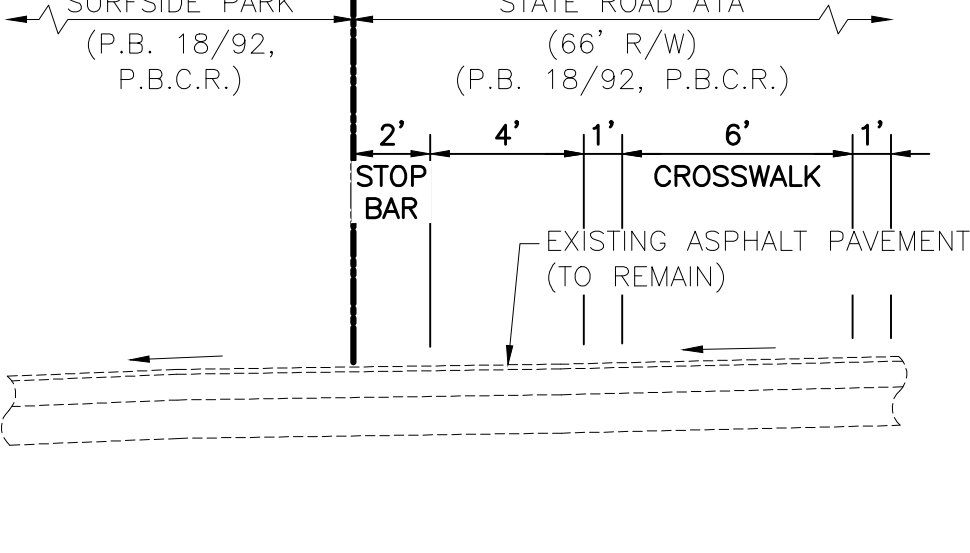
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TYPICAL SIDEWALK DETAIL
NOT TO SCALE



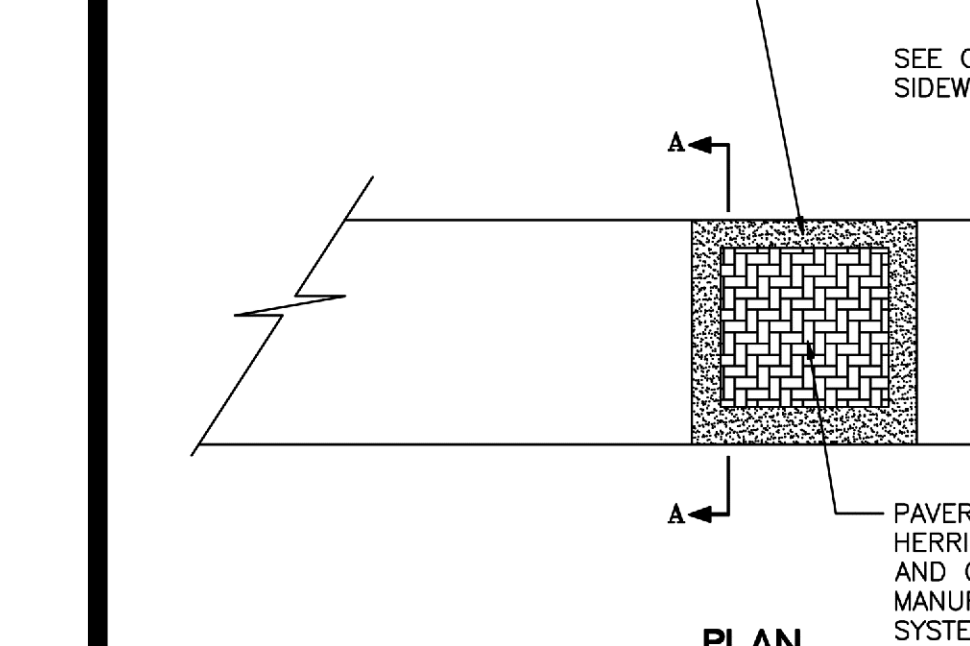
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TYPICAL SECTION A-A
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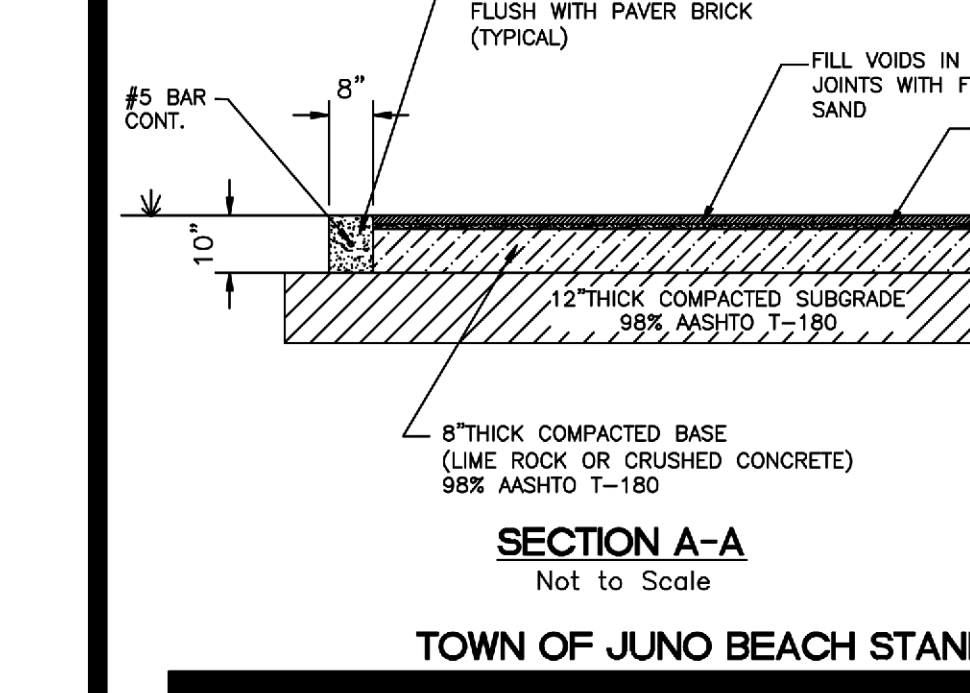


TYPICAL SECTION B-B
NOT TO SCALE



TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13



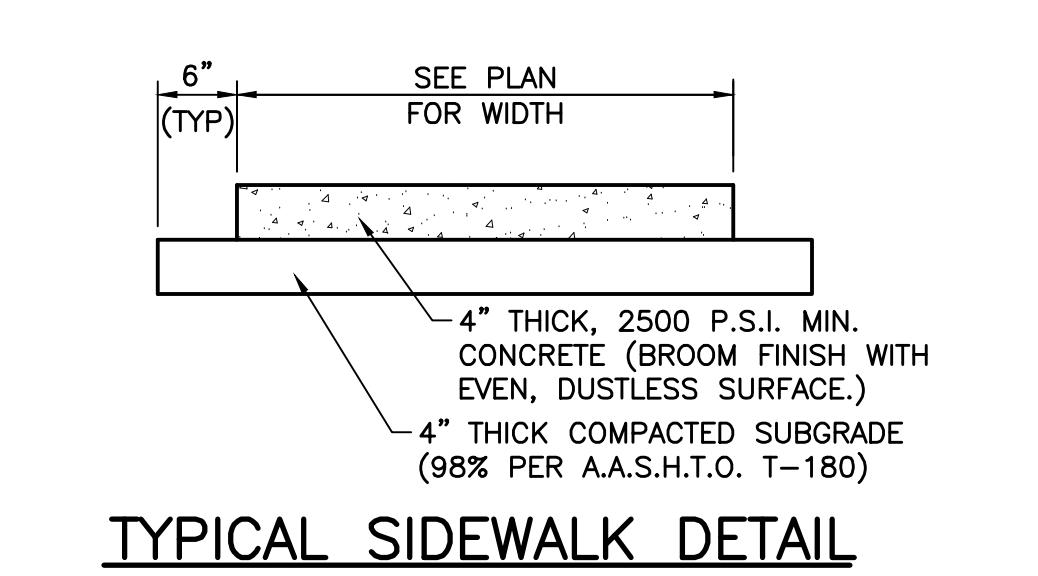
TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13

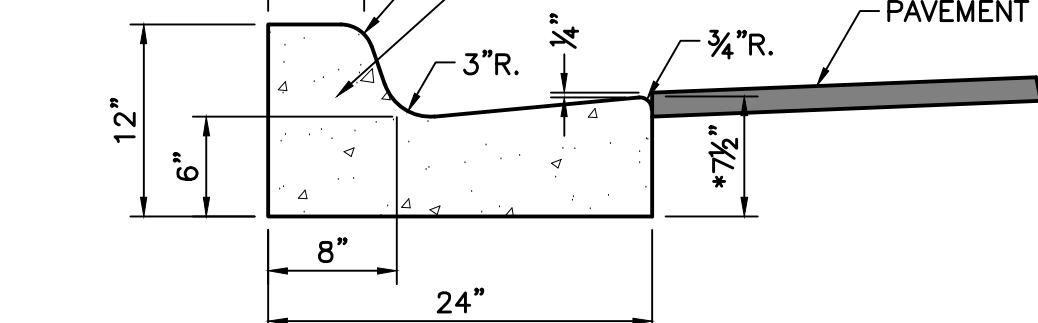
TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13

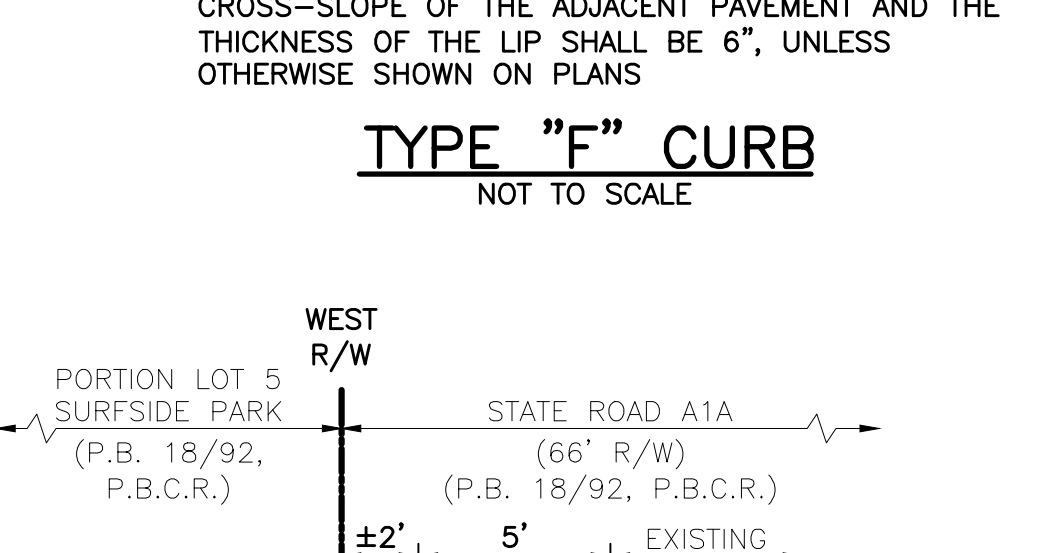
1.) ADDED "CONCRETE SIDEWALK", "SIDEWALK PAVER BRICK" & "STREETSCAPE" DETAILS PER TOWN OF JUNO BEACH COMMENTS, 11/22/24 D.B.



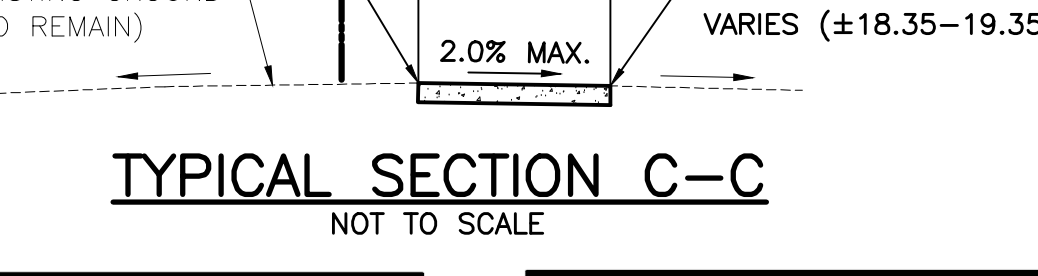
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



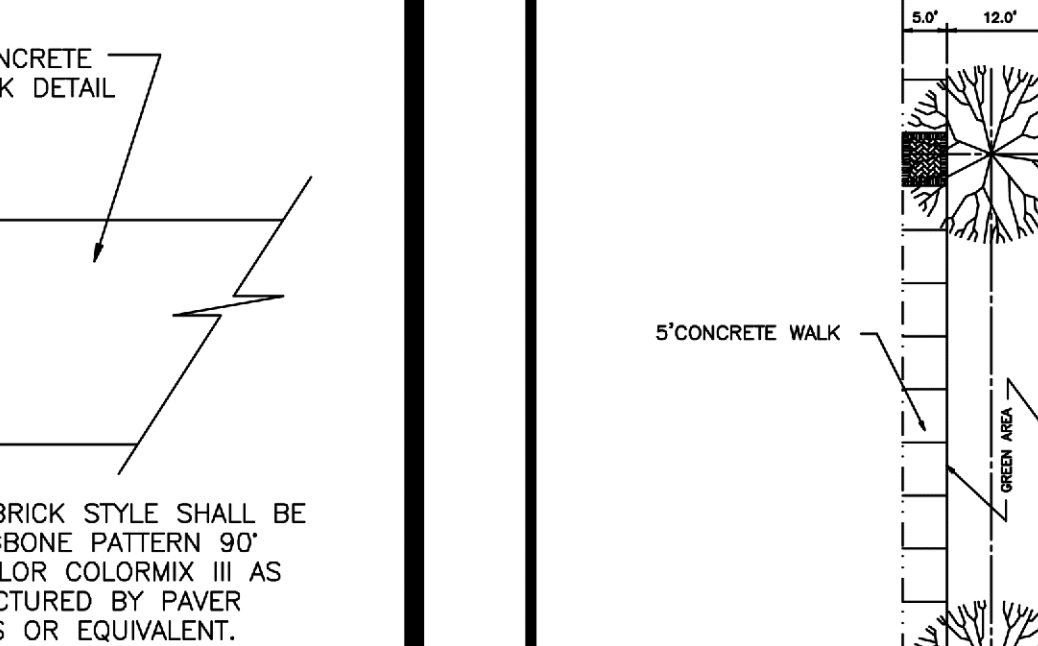
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TYPICAL SECTION A-A
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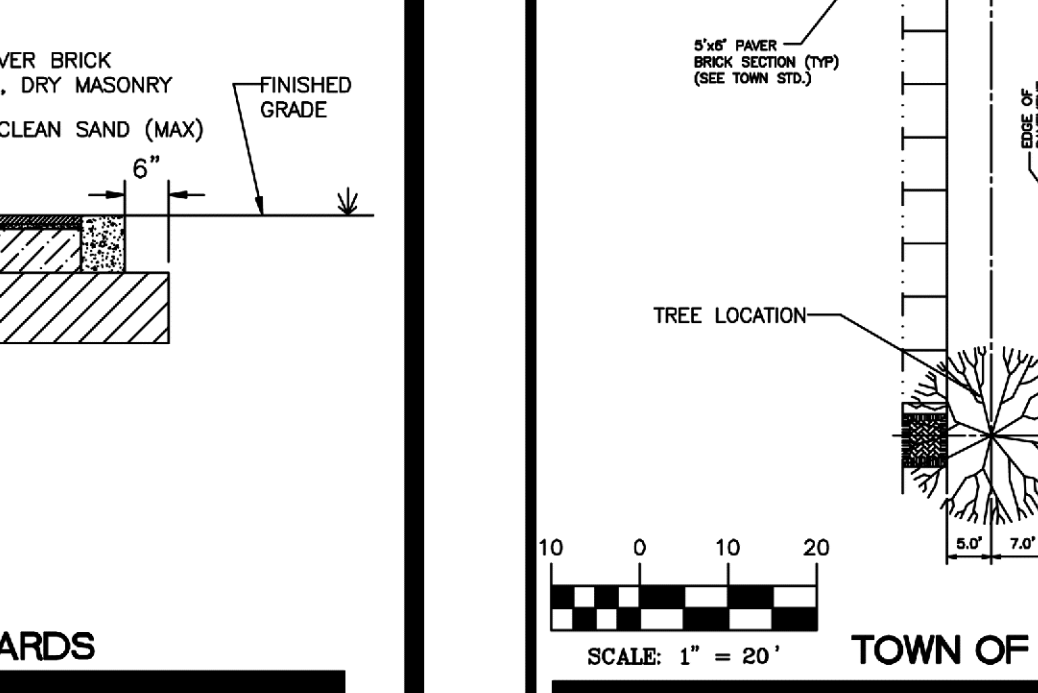


TYPICAL SECTION B-B
NOT TO SCALE



TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13



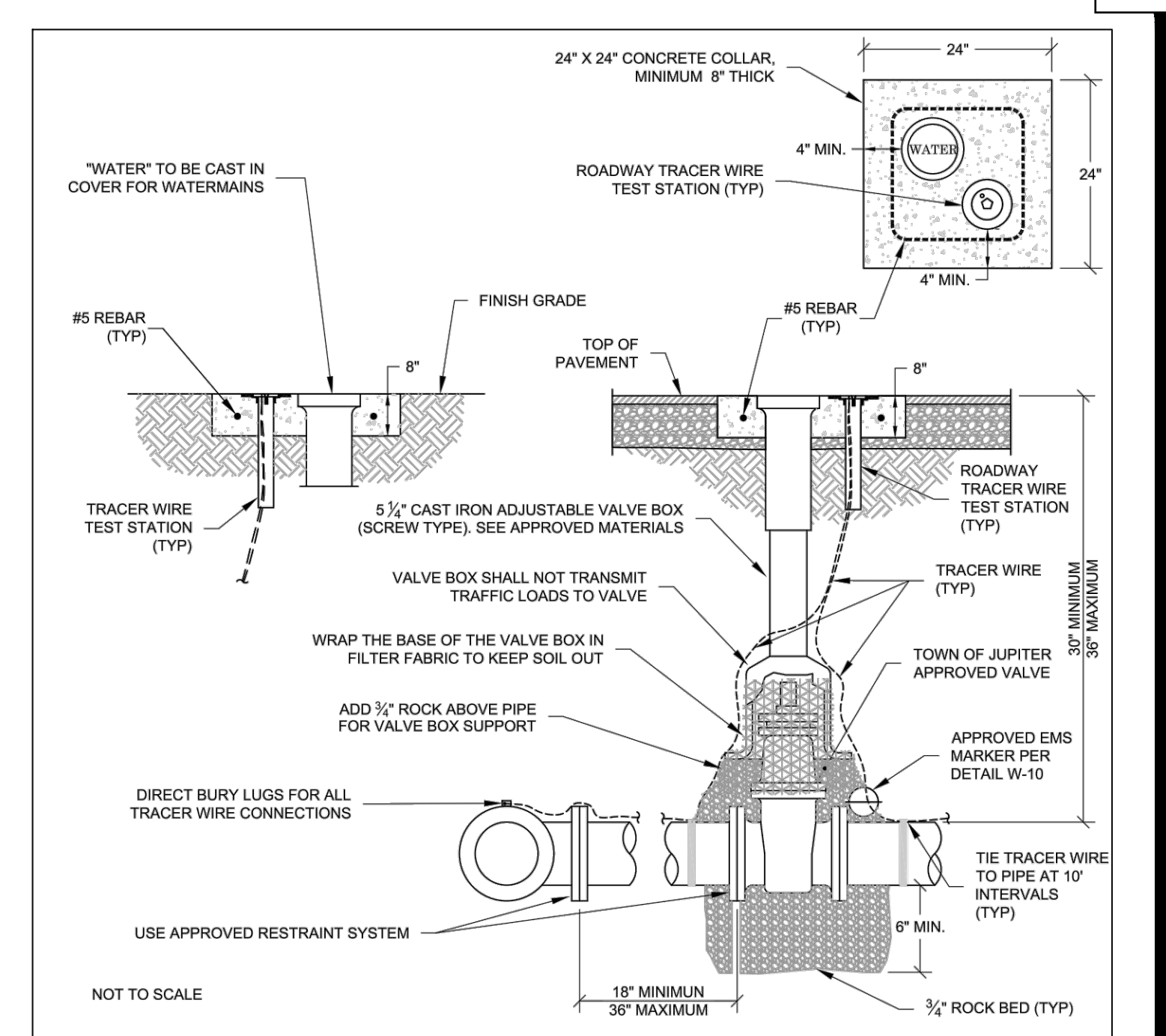
TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13

TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13

1.) ADDED "CONCRETE SIDEWALK", "SIDEWALK PAVER BRICK" & "STREETSCAPE" DETAILS PER TOWN OF JUNO BEACH COMMENTS, 11/22/24 D.B.



TYPICAL UNDERGROUND VALVE INSTALLATION

- NOTES:
1. CONCRETE COLLAR MAY NOT BE REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION AND VALVE BOX LID IS AT FINISHED GRADE.
 2. WHEN VALVE IS DEEPER THAN 36" AN EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT TO +/- 24" OF FINISHED GRADE. EXTENSION MUST BE SET SCREW TYPE AND ATTACHED TO OPERATING NUT.
 3. TRACER WIRE SHALL BE USED ON NON-DUCTILE PIPE ONLY. TRACER WIRE MATERIAL SHALL BE COPPERHEAD INDUSTRIES, LLC OR APPROVED EQUAL. INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. TRACER WIRE MATERIAL SHALL BE AS FOLLOWS:
 - ROADWAY TRACER WIRE TEST STATION SHALL BE COPPERHEAD PART NUMBER RB148TP OR APPROVED EQUAL.
 - TRACER WIRE TEST STATION SHALL BE COPPERHEAD PART NUMBER LD148TP OR APPROVED EQUAL.
 - DIRECT BURY LUGS SHALL BE COPPERHEAD SNAKEBITE DRYCON DIRECT BURY LUG AQUA OR APPROVED EQUAL.
 - TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, LLC PART NUMBER 1430-HS OR APPROVED EQUAL.
 - TRACER WIRE SHALL BE COPPERHEAD INDUSTRIES, LLC PART NUMBER ANO-1005 OR APPROVED EQUAL.
 - ABOVE GROUND TEST STATION SHALL BE COPPERHEAD INDUSTRIES, LLC PART NUMBER T1-B75 AND APPROVED EQUAL.

JUPITER UTILITIES
CONSTRUCTION STANDARDS AND DETAILS

DATE: 12/2021
DRAWING NO.: W-06

TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
CONCRETE SIDEWALK

5.200-12

TOWN OF JUNO BEACH STANDARDS
CONSTRUCTION STANDARDS
SIDEWALK PAVER BRICK DETAIL

5.200-13

TOWN OF JUNO BEACH STANDARDS
GENERAL
STREETSCAPE

5.200-10

TOWN OF JUNO BEACH STANDARDS
GENERAL
STREETSCAPE

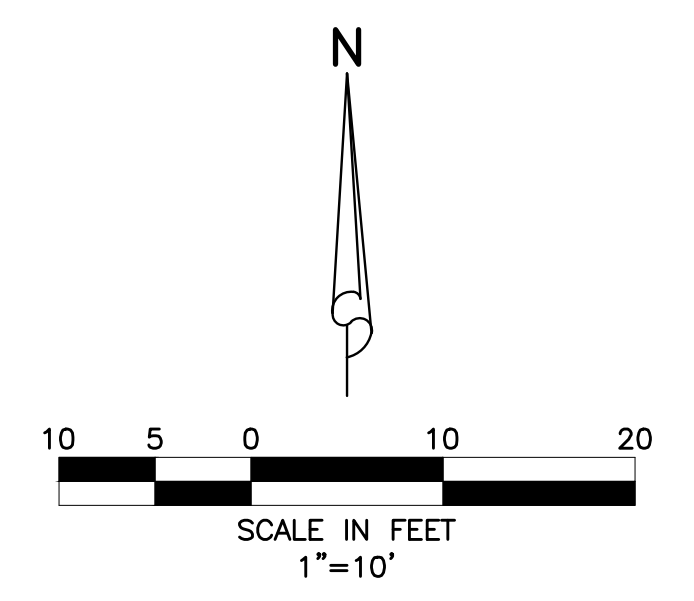
5.200-10

ATLANTIC BOULEVARD
SECTION 28, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUNO BEACH, FLORIDA
PAVING AND STRIPING DETAILS

DESIGN: J.U. DRAWN: R.W. CHECKED: APPROVED: DATE: JOB NO.: 24-004.9 DRAWING NO.: 24004.9S04 SHEET: 4 OF 5

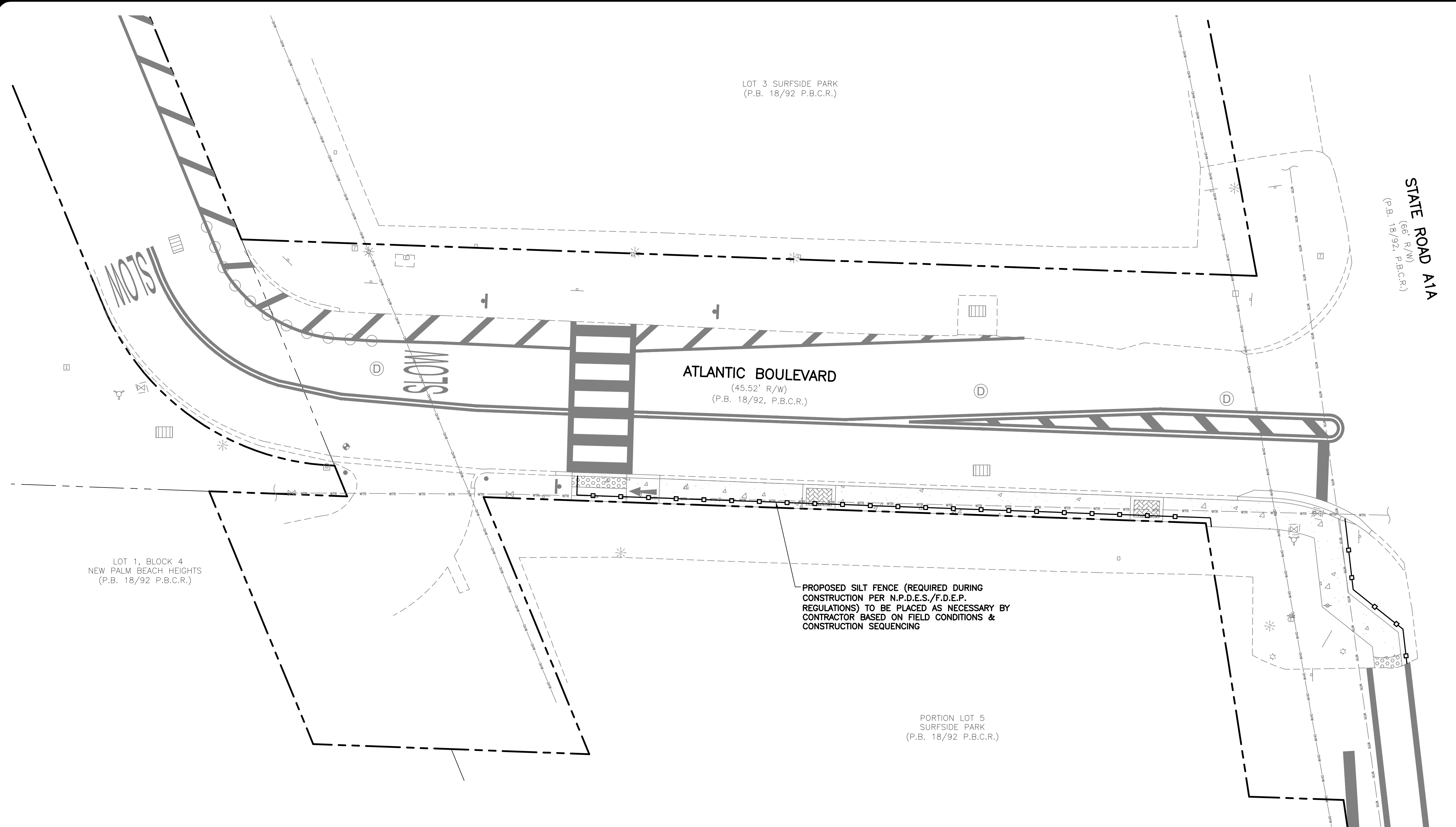


LOCATION MAP
NOT TO SCALE



LEGEND

—○— SILT FENCE

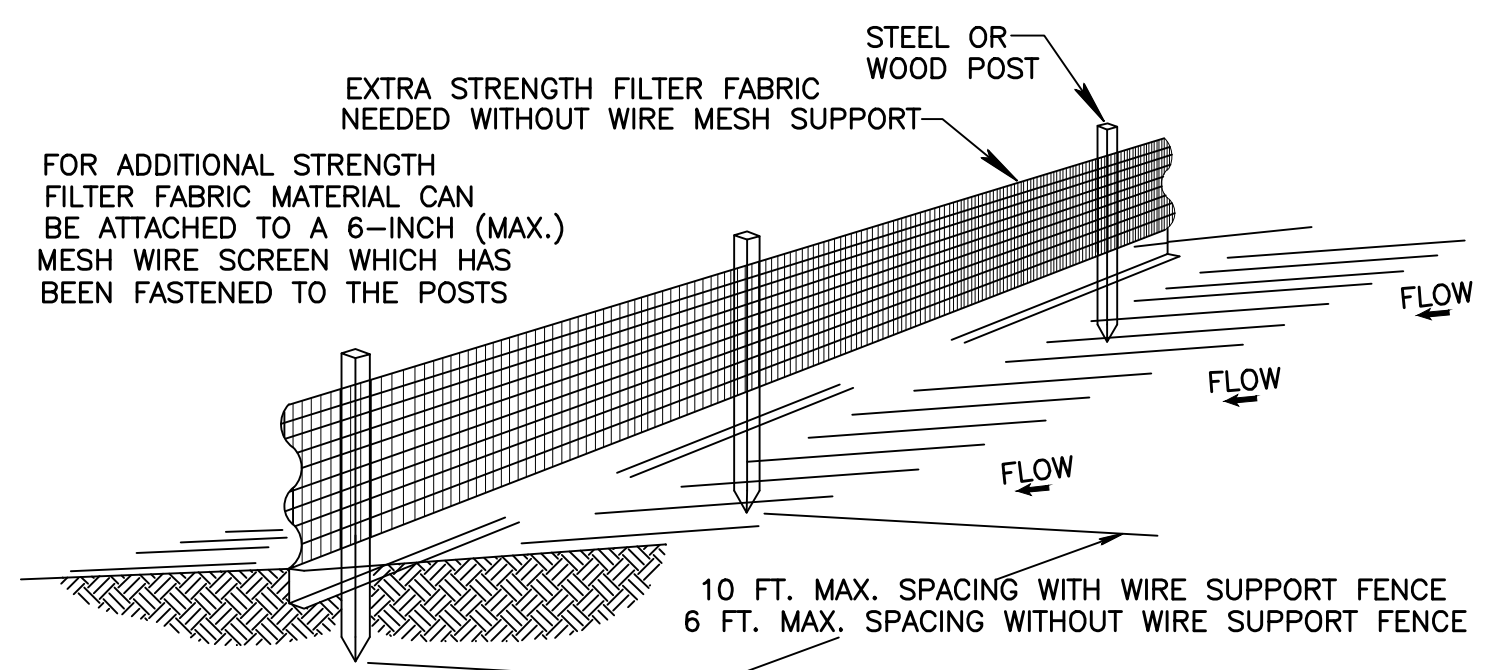


POLLUTION PREVENTION NOTES:

- 1.) THIS PLAN SHOULD BE USED AS A GUIDE, A COMPLETE STORMWATER POLLUTION PLAN SHOULD BE DEVELOPED BY THE CONTRACTOR TO MEET OR EXCEED F.D.E.P. REQUIREMENTS.
- 2.) CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO DIRT BE TRACKED OFF-SITE OR LEAVES THE SITE BY WIND, RUNOFF, OR OTHER MEANS.
- 3.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL N.P.D.E.S. REQUIREMENTS INCLUDING FILING OF N.O.I., MONITORING REPORTS AND N.O.T.
- 4.) POLLUTION PREVENTION MEASURES SHALL CONSIST OF, BUT NOT LIMITED TO, THE FOLLOWING:
 - A. CONSTRUCT WASHROCK PAD AT ALL POINTS EGRESS FOR WASHDOWN OF TRUCK TIRES.
 - B. CONSTRUCT EROSION CONTROL FENCE AND/OR TURBIDITY SCREENS ALONG PROPERTY LINES AS NEEDED.
 - C. NO AREA SHALL BE LEFT BARREN OR SUBJECT TO EROSION DURING CONSTRUCTION. SEEDING AND MULCHING IS REQUIRED FOR ANY AREAS ANTICIPATED TO BE BARREN DURING CONSTRUCTION FOR MORE THAN 15 DAYS.
 - D. TURBIDITY BARRIERS TO BE UTILIZED AT PROJECT OUTFALL.
 - E. OTHER MEASURES AS DIRECTED BY THE ENGINEER OR TOWN OF JUNO BEACH.
- 5.) IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL POLLUTION PREVENTION REQUIREMENTS. FOR AFFECTED AREAS GREATER THAN 1 ACRE, COMPLIANCE SHALL INCLUDE (BUT IS NOT LIMITED TO) THE FOLLOWING:
 - A. PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.) IN ACCORDANCE WITH THE D.E.P. "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" (D.E.P. DOCUMENT NO. 62-621.300(4)(A))
 - B. SUBMITTAL OF THE NOTICE OF INTENT (N.O.I.) TO THE D.E.P.
 - C. MAINTENANCE AND INSPECTION OF THE ELEMENTS OF THE S.W.P.P.
 - D. MAINTENANCE OF RECORDS (INSPECTION REPORTS, N.O.I, S.W.P.P., ETC.)
 - E. SUBMITTAL OF THE NOTICE OF TERMINATION TO THE D.E.P. AT THE CONCLUSION OF THE PROJECT.
- 6.) PROPOSED SILT FENCE (REQUIRED DURING CONSTRUCTION PER N.P.D.E.S./F.D.E.P. REGULATIONS) TO BE PLACED AS NECESSARY BY CONTRACTOR BASED ON FIELD CONDITIONS & CONSTRUCTION SEQUENCING.

SILT FENCE NOTES:

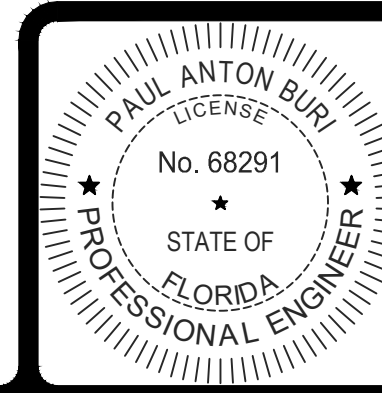
- 1.) THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
- 2.) THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
- 3.) POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
- 4.) A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
- 5.) WHEN STANDARD STRENGTH FILTER FABRIC IS USED. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
- 6.) THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
- 7.) THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
- 8.) PROPOSED SILT FENCE (REQUIRED DURING CONSTRUCTION PER N.P.D.E.S./F.D.E.P. REGULATIONS) TO BE PLACED AS NECESSARY BY CONTRACTOR BASED ON FIELD CONDITIONS AND CONSTRUCTION SEQUENCING.



SILT FENCE INSTALLATION DETAIL
NOT TO SCALE.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY AVIROM & ASSOCIATES, INC. (772) 781-6266



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PAUL ANTON BUR I, P.E. ON 11/22/2024.
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ATLANTIC BOULEVARD
SECTION 28, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUNO BEACH, FLORIDA
POLLUTION PREVENTION PLAN

DESIGN J.U.	DRAWN R.W.	CHECKED	APPROVED	DATE	JOB NO. 24-004.9	DRAWING NO. 24004.9S05	SHEET 5 OF 5
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Meeting Name: Town Council Meeting
Meeting Date: December 17, 2024
Prepared By: C. Copeland-Rodriguez, MMC, Town Clerk
Item Title: Continued Discussion on Selection of Town Manager

DISCUSSION:

At the December 12th Special Town Council Meeting, Mayor Wheeler, Vice Mayor Halpern, and Councilmember Davis gave consensus to continue the discussion on selection of Town Manager at the December 17th Meeting.

Candidates in Alphabetical Order:

Coldwell, Darren