



TOWN COUNCIL REGULAR MEETING AGENDA

December 13, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

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

The meeting will be broadcast live on The Town of Juno Beach YouTube page and can be viewed any time at: <https://www.youtube.com/@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 Promotion to Sergeant for Officer John Rossini

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. Town Council Meeting Minutes for November 15, 2023
3. Special Event Request – Classics by the Sea Road Runners
4. Special Event Request – 2024 Turtle Fest
5. Resolution No. 2023-20 – Agreement with Palm Beach County Supervisor of Elections for Vote Processing Use and Election Services
6. Resolution No. 2023-23 – Announcing the 2024 Municipal Election
7. Mutual Aid Agreement: Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation.
8. Resolution 2023-22 (revising the legal description for the Caretta Project set forth in Resolution No. 2022-09 and correcting the references to the original approval in Resolution No. 2023-12)
9. Financial Reports

COUNCIL ACTION/DISCUSSION ITEMS

10. Seminole Golf Club Variance Request
11. Ordinance No. 778 – Increasing and equalizing the salaries of the Mayor and Councilmembers (Second and Final Reading)
12. Ord. 779 – Voluntary Annexation of Captain’s Key
13. 2024 Health Insurance Renewals
14. Ordinance 781 – Demolition Permits
15. Ordinance 780 – Harmony Criteria (1st Reading)

COMMENTS FROM THE COUNCIL

ADJOURNMENT



Meeting Name: Town Council Regular Meeting

Meeting Date: December 13th, 2023

Prepared By: Chief Brian Smith

Item Title: Ceremonial Promotion to Sergeant for Officer John Rossini

CEREMONIAL SWEARING IN

Officer John Rossini came to the Juno Beach Police Department in August of 2022, after having served sixteen years with the Massachusetts State Police; seven years of which were on the Crime Scenes Services Unit. Officer Rossini holds a master's degree in criminal justice from American International College and has been assigned as Officer-in-Charge for his dayshift Squad for the past 6 months. Officer Rossini has displayed good leadership and is well respected by members of the Department. John resides in Jupiter with his wife Cindy and daughter Julia.



TOWN COUNCIL REGULAR MEETING MINUTES

November 15, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT: ALEXANDER COOKE, MAYOR
PEGGY WHEELER, VICE MAYOR
MARIANNE HOSTA, VICE MAYOR PRO TEM
ELAINE K. COTRONAKIS, COUNCILMEMBER
DD HALPERN, COUNCILMEMBER

ALSO PRESENT: DAVID DYESS, TOWN MANAGER
GLEN TORCIVIA, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
STEVE HALLOCK, DIRECTOR OF PUBLIC WORKS
ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
ISABELLA HICKEY, PLANNING TECHNICIAN

AUDIENCE: 20

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Mayor Cooke, Vice Mayor Wheeler, and Councilmember Halpern gave consensus to move Item #11 up to Item #7; add a Discussion on Kagan Park Playground as Item #7A; and move Consent Agenda Item #3 to the end of the agenda.

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

Council gave unanimous consensus to continue with the policy of not allowing campaigning on the Town Center property (which includes the Town Center building, the Police Department, the courtyard, the back patio, and the parking lot); and have staff create an ordinance referencing the Live Local Act.

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 5:36pm.

Public Comments Closed at 6:02pm.

CONSENT AGENDA

1. Town Council Meeting Minutes for October 25, 2023
2. Document Imaging Replacement System
3. ~~Grant Opportunities and Pending Applications~~
4. Drone Purchase & Reimbursement
5. AEDs in Public Places
6. 2023 Financial and Investment Reports

MOTION: *Wheeler/Cotronakis made a motion to approve the consent agenda as amended.*

ACTION: *The motion passed unanimously.*

COUNCIL ACTION/DISCUSSION ITEMS (Public Comment Period was

7. Special Event Request – Wedding Ceremony at Juno Beach Access 6

MOTION: *Halpern/Cotronakis a motion to approve the special event request for a wedding ceremony at Juno Beach access 6; and have staff emphasize that the applicant not have balloons or confetti.*

ACTION: *The motion passed unanimously.*

- 7A. Discussion on Kagan Park Playground

Council gave unanimous consensus to accept donations from anyone for the Kagan Park Playground.

MOTION: *Wheeler made a motion to put on hold until January 24th the continuation of choosing the playground equipment pieces until such time that donations can be made, and the Town has the funds.*

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

MOTION: *Halpern/Wheeler made a motion to hold off on the selection of playground equipment to allow for donations and have Town Staff send an email out to residents notifying them of the donation timeframe to contribute to the playground.*

ACTION: *The motion passed unanimously.*

8. Second Reading -- Ordinance No. 772 creating Audit Oversight Committee

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 772 on second and final reading.

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

9. Charter Amendment Ordinances – Second Reading (Ordinance No. 773-777)

MOTION: Halpern/Cotronakis made a motion to approve Ordinance No. 773 on second and final reading.

ACTION: The motion passed unanimously.

MOTION: Halpern/Wheeler a motion to approve Ordinance No. 774 on second and final reading.

ACTION: The motion passed unanimously.

MOTION: Wheeler/Cotronakis made a motion to approve Ordinance No. 775 on second and final reading as amended.

ACTION: The motion passed unanimously.

MOTION: Halpern/Cotronakis made a motion to approve Ordinance No. 776 on second and final reading.

ACTION: The motion passed unanimously.

MOTION: Halpern/Cotronakis made a motion to approve Ordinance No. 777 on second and final reading.

ACTION: The motion passed unanimously.

10. Ordinance No. 778 – Increasing and equalizing the salaries of the Mayor and Councilmembers (First Reading)

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 778 on first reading; and have the funding come from contingency.

ACTION: The motion passed 3-2 with Vice Mayor Wheeler and Councilmember Cotronakis opposed.

11. Landscape and Maintenance Services Bid Award

MOTION: Cotronakis/Hosta made a motion to a motion to approve a 2-year contract with Terracon Services, Inc. as presented in an amount not to exceed of \$203,354 and authorize the Town Manager to execute the contract; and to increase the current year's landscape maintenance budget from contingency in the amount of \$124,886; and have staff negotiate the tree-trimming cost.

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

12. Donation Policy

MOTION: Halpern/Wheeler made a motion to approve the proposed donation policy with grammatical changes and to add a disclaimer on reciprocity.

ACTION: The motion passed unanimously.

Mayor Cooke recessed the meeting at 8:12pm.

Mayor Cooke reconvened the meeting at 8:17pm.

13. Discussion – Master Development Plan

Council gave unanimous consensus to direct staff to obtain samples and costs from both the Treasure Coast Regional Planning Agency and WGI and bring sample Polco survey questions to an upcoming Town Council meeting.

14. Discussion – Town Organization Sponsorship

Council gave unanimous consensus to have staff conduct more research from surrounding communities and their sponsorship policies and come back with more information.

15. Grant Opportunities and Pending Applications

***MOTION:** Halpern/Hosta made a motion to utilize RMPK's services for the Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program grant in an amount not to exceed of \$3,500 from contingency; and authorize the Town Manager to execute all necessary documentation.*

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

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to proceed with the process for the Planning & Zoning Board's Agenda Item list.

ADJOURNMENT

Mayor Cooke adjourned the meeting at 9:46pm.

Alexander Cooke, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



Meeting Name: Town Council
Meeting Date: December 13th, 2023
Prepared By: I. 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 and 10K run along Ocean Drive and a map has been provided depicting the course area. The application that has been provided also indicates an anticipated 700-person attendance. The dates/times requested are January 20, 2024, from approximately 6:30 am - 10:30 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.

As with previous events, the applicant has been 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 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:

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

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 Beach Pier

Name of Subdivision: _____

▪ **Regarding the Special Event Specifics:**

Please describe the special event being requested: Palm Beach Roadrunners is holding their 24th 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 tRoad 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: 700

Length of time proposed for the event to take place, including set-up and tear down, (dates/times): Sunday 1/20/2024 from 6:30AM 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.

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

[Handwritten signature]

12/5/2023

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

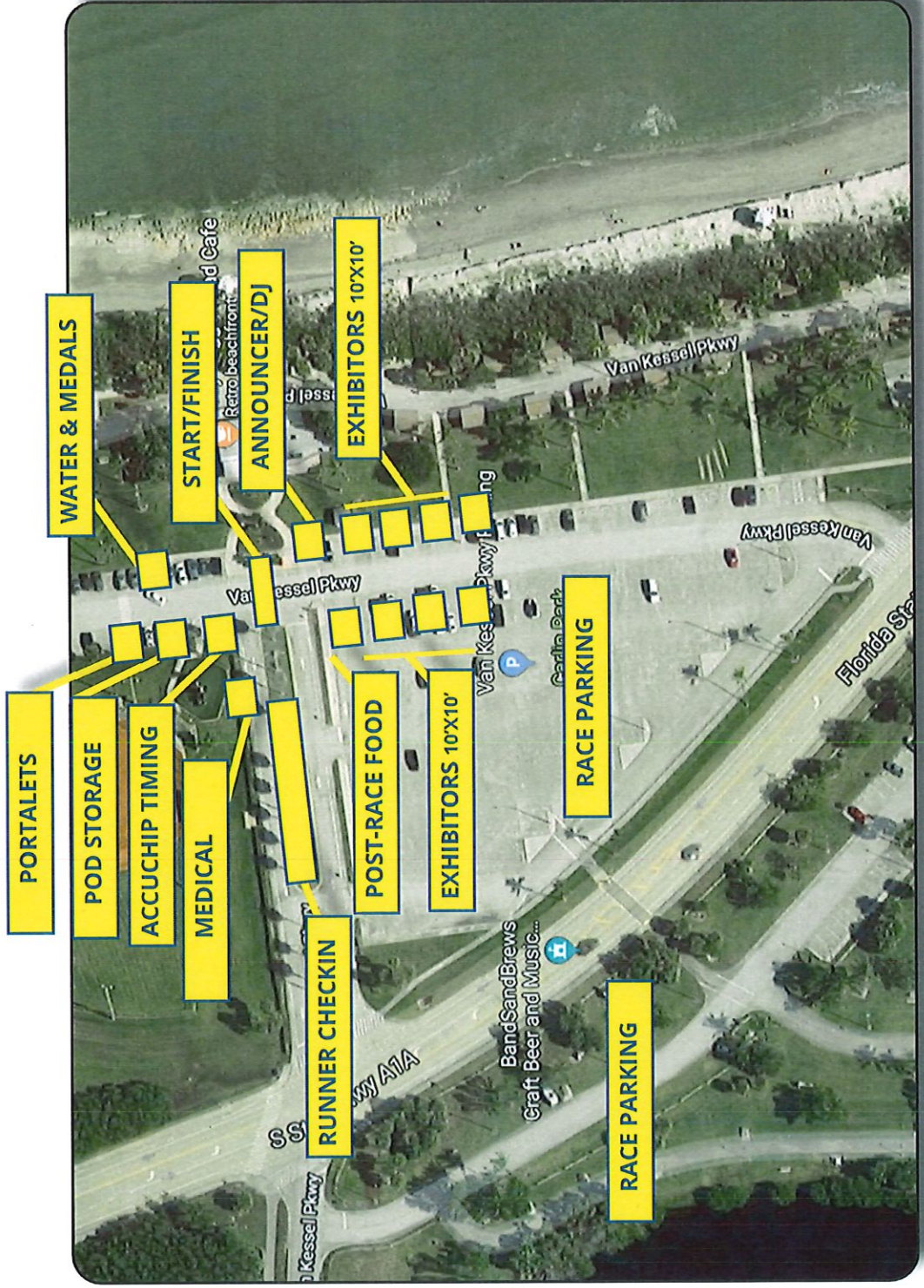
Date

Town Manager

Date

CLASSICS BY THE SEA SITE PLAN

Carlin Park, Jupiter | Saturday January 20, 2024



Tents are each 10'x10'



Item #3.

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

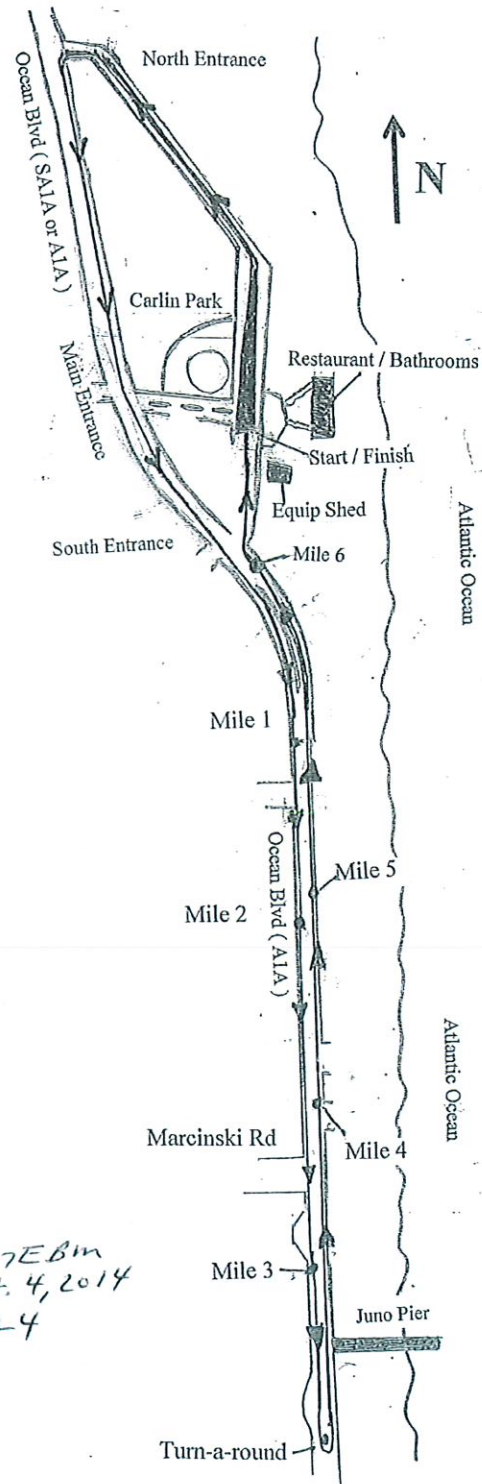
Map is Not Drawn to Scale

Measured By:

Scott Richards on 8/12/14

Palm Beach Running Company

Scott@PalmBeachRunningCompany.com



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

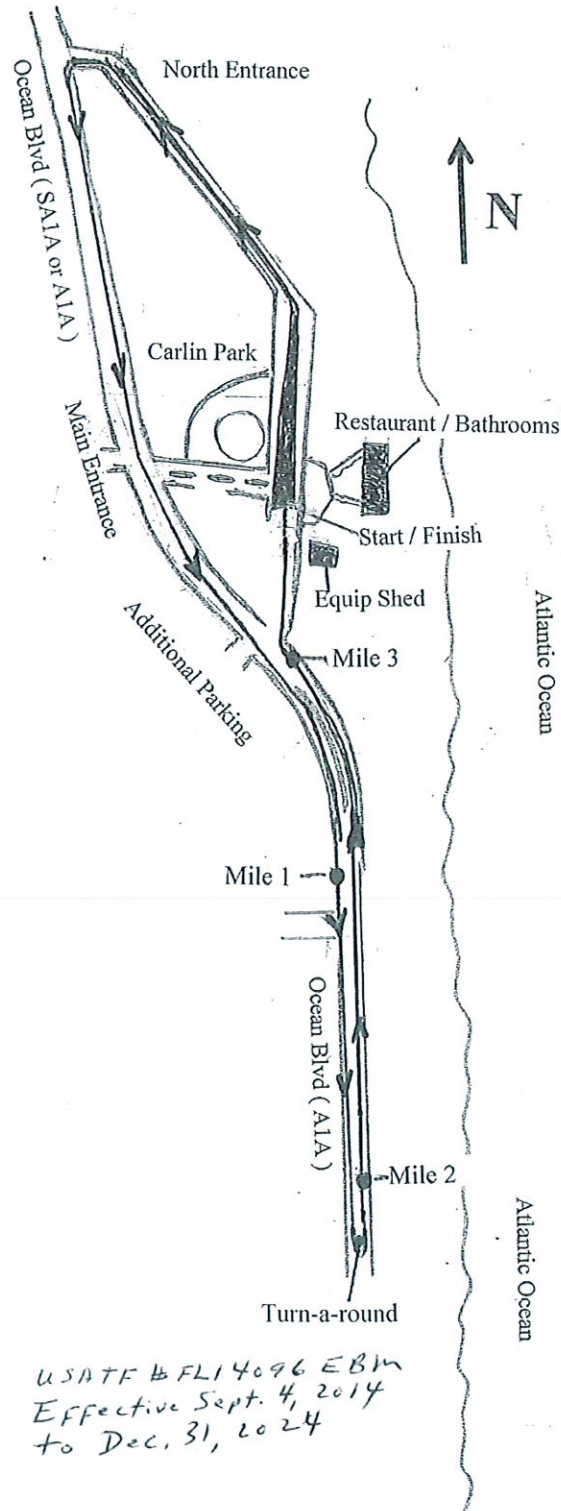
Map is Not Drawn to Scale

Measured By:

Scott Richards on 8/12/14

Palm Beach Running Company

Scott@PalmBeachRunningCompany.com





November 7, 2023

**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600

Email: pbcparks@pbcgov.org
www.pbcparks.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 20, 2024 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**

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

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



November 13, 2023

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 20, 2024 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
Bandita Parajuli, Office Manager – Traffic Division
Adam Faustini, Director – Road & Bridge
Thomas A. Coppini, Public Works Superintendent – Road & Bridge
Chase Miller, Construction Project Manager – Road & Bridge
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
Captain Marck Bujnowski, 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\2024 Special events approved\Classics by the Sea 5k\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**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



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: Madeleine Ely Email: madeleine@k2roadsports.com
Applicant Address: 708 Kanuga Drive, West Palm Beach, FL 33401 Telephone: 561 222 7511
Anticipated Number of Attendance: 800

DESCRIPTION OF SPECIAL EVENT

Event Title: Classics by the Sea 5K/10K Event Location: Carlin Park, Jupiter and A1a
Date of Event: January 20, 2024 Event Hours: 6:30 am - 11 am

LAW ENFORCEMENT AGENCY RESPONSIBLE FOR TRAFFIC CONTROL (if applicable)

Name of Agency: Jupiter Police Department Telephone: 561 741 2417
Contact Name: Captain Marc Bujnowski Email: marcb@jupiter.fl.us

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: Madeleine Ely Date: 11/13/2023

Approved by Traffic Division: [Signature] Date: 11/13/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/11/)	Item #3.
--------------	----------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Liz Painter PHONE (A/C, No, Ext): (260) 338-2434 E-MAIL ADDRESS: lpainter@insmgl.com	FAX (A/C, No): (765) 664-0761
	INSURER(S) AFFORDING COVERAGE	
INSURED Road Runners Club of America/2024 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209	INSURER A: Granite State Insurance Company NAIC #: 23809	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA NAIC #: 19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

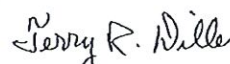
COVERAGES **CERTIFICATE NUMBER:** 2024 \$1M A.I. Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: For Event Basis			AIL0003450335100	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			AIL0003450335100	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			AID0003450335800	12/31/2023	12/31/2024	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 01/20/24 Classics By The Sea 5k, 10k and Kids 1 mile Race INSURED RRCA CLUB/EVENT MEMBER: Palm Beach Roadrunners ATTN: Dave Masterson, 8209 Calterra Drive Calterra Drive, Palm Beach Gardens FL 33418 Processed by RMV

CERTIFICATE HOLDER 01/20/24 Town of Juno Beach 340 Ocean Drive Juno Beach FL 33408	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



Jupiter Police Department

David E. England, Chief of Police

November 7th, 2023

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 20th, 2024. 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,

David E. England
Chief of Police

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



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: I. Hickey, Planning Technician
Item Title: Special Event Request – 2024 Turtle Fest

DISCUSSION:

Staff received a request for a special event from Tonya Pellegrini, Event Manager of the Loggerhead Marinelife Center, for the 2024 Turtle Fest located in Loggerhead Park. The Turtle Fest event is an annual family fun event to raise awareness of sea turtles and Ocean Conservation in Palm Beach County. There will be live music, food, beverages, crafts and activities for children. **This is a recurring event in the Town, at the same location within Loggerhead Park and along Ocean Drive, therefore it is being placed on the Consent portion of the agenda.**

The applicant has provided a map depicting the entire area of the event. The location of this event takes place within Loggerhead Park and along Ocean Drive from Donald Ross Road, north to Marcinski Road. The proposed event dates and times are as follow: setup – Friday, February 23, at 8:00 am; event – Saturday, February 24th from 10am – 6pm; and breakdown – Saturday, February 24th 6pm - midnight. The anticipated attendance is approximately 5,000 people and is classified as a High-Impact Special Event.

The applicant will be charged the Permit Fee of \$1,000 and a \$5,000 Security Deposit for this year's event based on the attached adopted fee schedule for Off-Site Special Events. The permit 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 45 days prior to the date or be subject to late fees and/or cancelation of event. Staff will apply all the regular conditions for such an event on their 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
 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:

- TPL Application Fee is due at time of Application submittal and is not refundable.
- TPL Deadline Late Fee is an additional charge and is not refundable.
- TPL 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.
- TPL 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.
- TPL 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.
- TPL Failure to comply with restrictions imposed automatically forfeits the Security Deposit.
- TPL Town Staff will determine if application will require additional conditions to be added or existing conditions modified, dependent upon each individual event.
- TPL 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.
- TPL 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:** Tonya Pellegrini
 Name of Applicant/Sponsor: Loggerhead Marine Life Center Phone: 561-427-8280 x123
 Relationship to Organization Represented: Event Manager
 Address of Applicant/Sponsor: 14200 US Highway one
Juno Beach, FL 33408
 Name, Address, Phone of Organization Represented: Same as above
 Principal contact person on Event Day/Phone: Tonya Pellegrini 561-627-8280
x123
 Alternate contact person on Event Day/Phone: Kate Frataglia - 561-354-8767

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

Address/Location: Loggerhead Park 14200 US Highway one
Juno Beach, FL 33408

Name of Subdivision: _____

▪ **Regarding the Special Event Specifics:**

Please describe the special event being requested: Turtlefest is a family fun
event to raise awareness of sea turtles and ocean
conservation in Palm Beach County. There will be
live music, food, beverage, crafts & activities

Indicate roadway(s) to be closed: Oceon drive drive / AAA

Indicate if amusement rides (type/quantity) are part of the event: N/A

Indicate if alcohol will be served at the event and who will serve: Yes. Vendor

Indicate types of equipment, tents, trailers or other temporary structures that will be part of the event: Trailers, generators, tents (10x10)

Number of employees/volunteers working the event: 30 Staff + 250 Volunteers

Number of anticipated attendees for the event: 5,000

Length of time proposed for the event to take place, including set-up and tear down, (dates/times) 2-23-24 Setup 8:00 AM -
2-24-24 Event 10-6 PM - Tear down - 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):

Please initial to confirm attachments:

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

Indicate items not submitted and reasons for non-submittal: _____

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.

Tonya Pellegrini
Applicant/Sponsor Signature

8.14.23
Date

Tonya Pellegrini
Print Name

Office Use Only:	
<u>Isabella Hickey</u>	<u>OCT 05 2023</u>
Received By	Date (Please Date Stamp)
Town Calendar has been reviewed and event "Tentatively" Scheduled with 2 day alert.	
Completed By	Date
Event status shall be updated when approved. Completed by: _____	

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 AMERLANO@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 _____



September 21, 2023

Tonya Pellegrini
14200 US Highway 1
Juno Beach, FL 33408

SUBJECT: TURTLE FEST 2024

Dear Ms. Pellegrini,

The Palm Beach County Traffic Engineering Division has reviewed your request to close Ocean Drive from Donald Ross Road to Marcinski Road on Saturday, February 24, 2024 from approximately 10:00 am until 6:00 pm.

The requested closure road segments are in the project limits of a Palm Beach County project on A1A from Donald Ross Road to Indiantown Road. The contractor approved the road closure for the specified time and date. If time and date change, it is the organizer's responsibility to notify the contractor and get the approval for the change.

It is our understanding that Juno 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 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:jb
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
Vacant, 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
Bandita Parjuli, Office Manager – Traffic Division
Adam Faustini, Director – Road & Bridge
Thomas A. Coppini, Public Works Superintendent – Road & Bridge
Darren Prainito, Construction Project Manager – Road & Bridge
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 Cowser, Recreation Programs Coordinator -- Parks & Recreation Division
Yash Nagal, Interim Director of Transit Planning/EEO Officer – Palm Tran
Major Mark G. Saloio – Juno Police Department – msaloio@junobeachpd.com
Jose M. Gonzalez – PBC Fire Rescue - FIRE-FOO@pbcgov.org and JMgonzal@pbcgov.org
Robert McIntosh – Project Manager – Ferreira - RMcIntosh@ferreiraconstruction.com
Andre H. Thomas, P.E. – Senior Project Engineer – BCC Engineering - athomas@bcceng.com

File: General - Special Events
Roads –

N:\TRAFFIC\SPECIAL EVENTS\2024 Special events approved\Turtle Fest 2024\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**

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

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



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 24 Hours
(Submit 30 days prior to event)

APPLICANT INFORMATION

Contact Name: Tonya Pellegrini Email: TPellegrini@marke.life.org
Applicant Address: 14200 us Highway one, Juno Beach, FL 33408 Telephone: 561-627-8280 x123
Anticipated Number of Attendance: 3000

DESCRIPTION OF SPECIAL EVENT

Event Title: Turtle Fest 2024 Event Location: Loggerhead Park - Juno Beach
Date of Event: 2.24.24 Event Hours: 10 AM - 6 PM

LAW ENFORCEMENT AGENCY RESPONSIBLE FOR TRAFFIC CONTROL

Name of Agency: Town of Juno Beach Telephone: 561-626-2100
Contact Name: LT Mark Saloio Email: MSaloio@juno-beach.fl.gov

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)
- Certificate of Insurance

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: Tonya Pellegrini Date: 8/14/23

Approved by Traffic Division: Shavida McLeod Date: 9-21-23



JUNO BEACH POLICE DEPARTMENT

340 Ocean Drive ♦ Juno Beach, Florida 33408 ♦ 561-626-2100

BRIAN J. SMITH
Chief of Police

September 18th, 2023

Tonya Pellegrini
Event Manager
Loggerhead Marine Life Center
14200 US Highway 1
Juno Beach, FL 33408

Dear Ms. Pellegrini;

We reviewed your request for the road closure in conjunction with the Turtlefest, scheduled for February 24th, 2024

As the law enforcement agency having jurisdiction over the subjected roadway (Ocean Drive, between Donald Ross Rd. and Marcinski Rd.), we approve and give consent for the road closure for this event.

Yours in Safety,

A handwritten signature in black ink, appearing to be 'MS', written over a thin line.

Major Mark G. Saloio
561-656-0332 – *direct*
msaloiojunobeachpd.com

FOR OVERVIEW PURPOSE ONLY DRAWING NOT TO SCALE

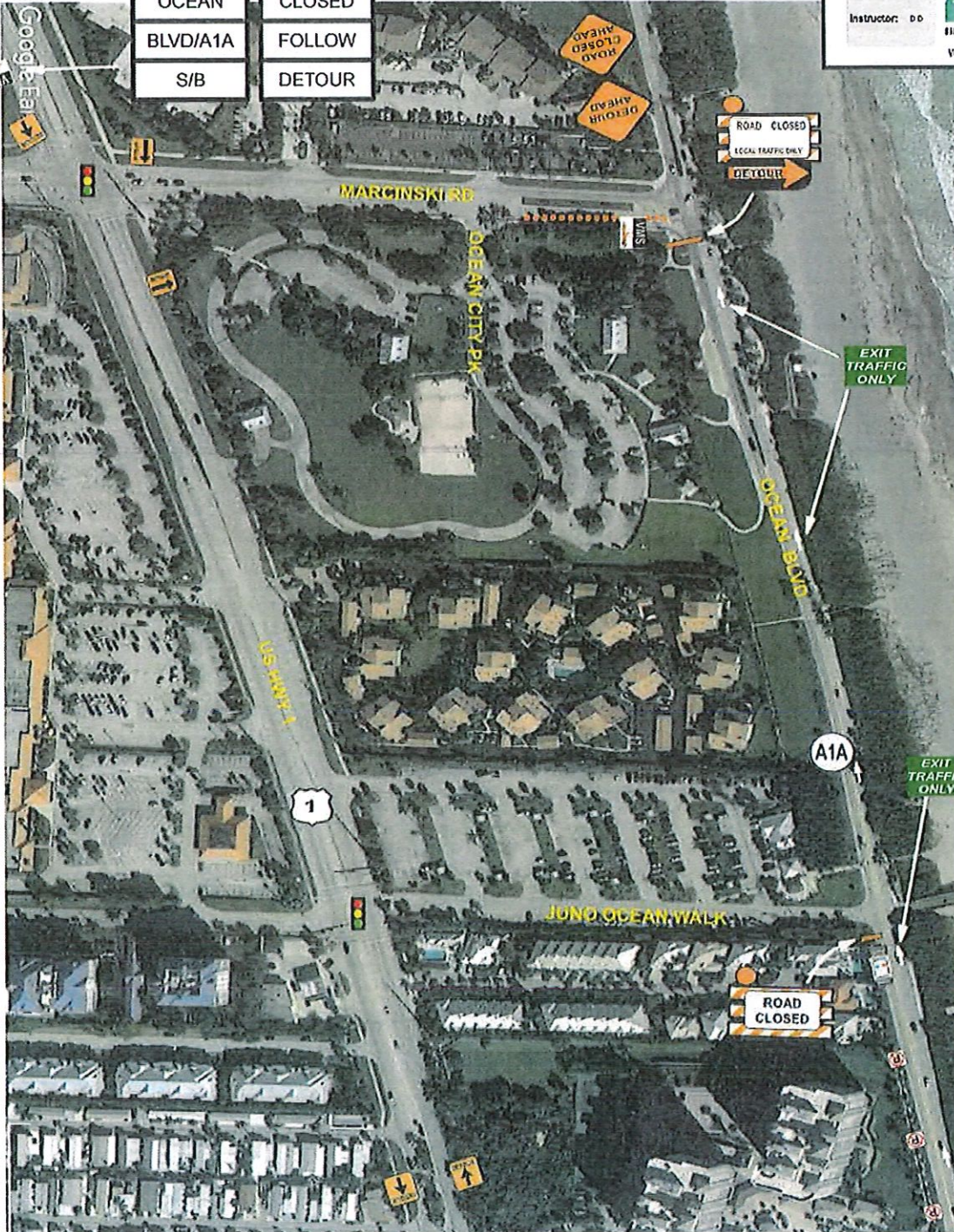
NOTE:
THIS M.O.T. IS BASED ON MUTCD & THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND DESIGN STANDARDS. ALL TRAFFIC CONTROL DEVICES MUST BE SET AND PLACED BY PERSONS CERTIFIED IN TRAFFIC CONTROL DEVICE PLACEMENT AND PLANNING.



FDOT	<i>Theodore Howard Jr.</i>
Certificate: 612448	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course
Issued: 07/16/2023	Training Provider: ATSSA American Traffic Safety Services Association (ATSSA) 15 Riverside Parkway Ste. 100 Ft. Lauderdale, VA 22406 Pst: 560-369-1701
Expires: 07/07/2027	Verify this Certification at www.motadmn.com
Instructor: D.D.	

MESSAGE:

OCEAN	CLOSED
BLVD/A1A	FOLLOW
S/B	DETOUR



EVENT DATE:
2/24/24



M.O.T.
Design by: Theodore Howard

Legend	
	Channelized Devices
	Police Vehicle
	Work Area

PAGE 1

CONTINUE

CONTINUE

**FOR OVERVIEW PURPOSE ONLY
DRAWING NOT TO SCALE**

NOTE:
THIS M.O.T. IS BASED ON MUTCD & THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND DESIGN STANDARDS. ALL TRAFFIC CONTROL DEVICES MUST BE SET AND PLACED BY PERSONS CERTIFIED IN TRAFFIC CONTROL DEVICE PLACEMENT AND PLANNING.



CONTINUE

CONTINUE

FDOT	<i>Theodore Howard Jr.</i>
Certificate:	Has Completed a FDOT Approved Temporary Traffic Control Advanced Course
612448	
Issued: 07/18/2023	Training Provider:
Expires: 07/07/2027	ATSSA American Traffic Safety Services Association (ATSSA) 16 Riverside Parkway Ste. 100 Fredericksburg, VA 22408 PH: 540-368-1701
Instructor: D.D	Verify this Certification at www.mta.drln.com



EVENT DATE:
2/24/24

MESSAGE:

OCEAN	CLOSED
BLVD/A1A	FOLLOW
N/B	DETOUR



Legend

- Channelized Devices
- Police Vehicle
- Work Area

PAGE 2



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Resolution No. 2023-20 – Agreement with Palm Beach County Supervisor of Elections for Vote Processing Use and Election Services

DISCUSSION:

In 2009, the Town entered into its first Agreement for Vote Processing and Equipment Use and Election Services with the Palm Beach County Supervisor Elections (“SOE”), whereby the SOE agreed to conduct the Town’s general municipal election, including any runoff election, in accordance with the allocation of duties and the terms and conditions set forth therein.

The Agreement for 2024 is similar to past agreements for election services with the Supervisor of Elections office. Furthermore, the Town Council has delegated all canvassing duties for the March 19, 2024, Municipal Election to the County Canvassing Board which is comprised of the Supervisor of Elections, a County Court Judge, and the Chair of the Board of County Commissioners (or their respective alternates or substitutes).

RECOMMENDATION:

Town Staff recommends that the Town Council adopt Resolution 2023-20 approving an Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections.

RESOLUTION 2023-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

WHEREAS, the Supervisor of Elections has presented the Town with a revised Agreement for Vote Processing Equipment Use and Election Services commencing January 1, 2024, and the Town Council determines that the approval of the Agreement is in the best interests of the residents and citizens 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 the Agreement for Vote Processing Equipment Use and Elections Services by and between the Palm Beach County Supervisor of Elections and the Town of Juno Beach, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and authorizes and directs the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this 13th day of December, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney



2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and **Town of Juno Beach, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit “A”.

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits “A” and “B” are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY’S races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit “B”. If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE *shall not* create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE’s website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’s Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorneys' Fees and Costs.** Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any

judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

David Dyess

Name (Printed or Typed)

Town Manager

Title

Date

Witness Signature

Caitlin E. Copeland-Rodriguez, Town Clerk

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off/Stand-Alone Election Fees
Presidential Preference Primary and Municipal Elections
2024

General Municipal Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	\$7,195.66
Precinct Services (per precinct)	\$596.24
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Early Voting hourly rate: Site Supervisor: \$19/hour Assistant Site Supervisor: \$17/hour Inspector: \$15/hour Election Day lump sum*: Clerk: \$390.00 Assistant Clerk: \$250.00 VST: \$305.00 Inspector: \$230.00 Precinct Deputy: \$200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained *Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up.	TBD
Any additional items requested by the municipality will be invoiced separately	
On call support (\$2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	\$.60

*Itemized invoices will be provided in the event of a run-off election.



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Resolution No. 2023-23 – Announcing the 2024 Municipal Election

DISCUSSION:

In accordance with Article II, Section 2 of the Town Charter, the Town of Juno Beach holds an election every year on the 2nd Tuesday in March. However, the 2024 Municipal Election will coincide with the Presidential Primary Election and take place on Tuesday, March 19, 2024 (which is the 3rd Tuesday in March).

The qualifying period for the upcoming 2024 municipal election took place between Noon on Tuesday, November 7, 2023, until Noon on Tuesday, November 21, 2023. The Town of Juno Beach had four (4) seats open for the upcoming March 19, 2024, Municipal Election. At the close of the qualifying period, two (2) residents filed to run for Seat Mayor; one (1) resident filed to run for Seat #3; one (1) resident filed to run for Seat #4; and two (2) residents filed to run for Seat #5.

The Opposed candidates for Seat **Mayor** are the following (two-year term):

Alexander Cooke
Peggy Wheeler

The Unopposed candidate for Seat **#3** is the following (two-year term):

Jacob Rosengarten

The Unopposed candidate for Seat **#4** is the following (three-year term):

DD Halpern

The Opposed candidates for Seat **#5** are the following (one-year term):

Dean Anthon
Diana Davis

RECOMMENDATION:

Staff recommends Town Council approve Resolution No. 2023-23 - Announcing the 2024 Municipal Election.

RESOLUTION NO. 2023-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ANNOUNCING THE DATE OF THE TOWN GENERAL ELECTION AND RUN OFF ELECTION, IF NECESSARY; DESIGNATING VOTING LOCATIONS; REQUESTING THAT THE SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND HANDLE, CERTIFY AND CANVASS ALL BALLOTS, INCLUDING ABSENTEE BALLOTS; DESIGNATING THE CANVASSING BOARD; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, due the vacancies created by resignations and the newly created Mayor Seat, the Mayor Seat and Council Seat Numbers 3, 4, and 5 will need to be filled at the Town’s March General Election;

WHEREAS, because only one candidate qualified for Council Seat Numbers 3 and 4, those seats will not be listed on the ballot pursuant to Article V, Section 5(a) of the Town Charter; and

WHEREAS, the Town of Juno Beach has established March 19, 2024, the date of the State Presidential Preference Primary, as the date of the Town’s General Election; and

WHEREAS, in accordance with the requirements of Chapter 83-498, Laws of Florida, the Florida Election Code and the Town Code of Ordinances, the Town Council wishes to: (1) formally announce the date of the General Election, the date of the Run-Off Election (if necessary) and the voting locations; (2) request that the Palm Beach County Supervisor of Elections conduct the election, certify the accuracy of the tabulation equipment, and handle, canvass, and certify all ballots, including absentee ballots; and (3) designate the Town’s canvassing board.

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 General Election for the Mayor Seat (two-year term) and Council Seat Number 5 (one-year term) on the Town Council shall be held on Tuesday, March 19, 2024, with a Run-Off Election, if necessary, to be held on Tuesday, April 2, 2024.

Section 3. The precincts for the Town General Election shall be the same as those designated by Palm Beach County.

1 **Section 4.** The Town Council requests that the Palm Beach County Supervisor
2 of Elections conduct the Town General Election, including any Run-Off Election, as
3 necessary. The Supervisor of Elections shall conduct a Logic and Accuracy Test for the
4 tabulation of all ballots, including absentee ballots, and the Town Clerk or her designee
5 shall be present during such testing.
6

7 **Section 5.** The Town Council authorizes the Palm Beach County Supervisor of
8 Elections to distribute, canvass and certify all ballots for the Town General Election,
9 including absentee ballots, in accordance with the Florida Election Code and the Town
10 Code of Ordinances. The Town Council further delegates all canvassing duties, as
11 defined by Florida Statute and the Florida Administrative Code, to the County Canvassing
12 Board appointed by the Palm Beach County Commission and the Chief Judge of the
13 Fifteenth Judicial Circuit. The County Canvassing Board and will be comprised of the
14 Supervisor of Elections, a County Court Judge, who shall act as chair, and the chair of
15 the Board of County Commissioners, or their respective alternates or substitutes.
16

17 **Section 6.** This Resolution shall become effective immediately upon adoption.
18

19 RESOLVED AND ADOPTED this 13th day of December, 2023.
20
21
22
23

Alexander Cooke, Mayor

24
25
26 ATTEST:

27
28
29 _____
Caitlin E. Copeland-Rodriguez, MMC, Town Clerk

30
31 APPROVED AS TO FORM AND
32 LEGAL SUFFICIENCY:

33
34 _____
35 Leonard G. Rubin, Town Attorney



Meeting Name: Town Council Regular Meeting

Meeting Date: December 13, 2023

Prepared By: Chief Brian J. Smith

Item Title: Mutual Aid Agreement: Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation

DISCUSSION: The Juno Beach Police Department currently has a Mutual Aid Agreement with all Palm Beach County law enforcement agencies for combined operational assistance and voluntary cooperation. The attached mutual aid agreement is a renewal that is active through January 31st, 2029.

RECOMMENDATION: Staff recommends the attached Mutual Aid Agreement be approved and then executed by the Mayor, Town Manager, and the Chief of Police.

RESOLUTION 2023-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING A COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT FOR PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND AUTHORIZING THE MAYOR, TOWN MANAGER AND POLICE CHIEF TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is currently a party to a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with other law enforcement agencies throughout Palm Beach County; and

WHEREAS, the Agreement allows the agencies to receive and extend mutual aid in the form of law enforcement services and resources and to render assistance across jurisdictional lines as authorized by the Florida Mutual Aid Act; and

WHEREAS, the Town Council determines that the execution of a renewed Agreement through January 31, 2029 is in the best interests of the residents 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 ratified as true and incorporated herein.

Section 2. The Town Council hereby approves the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor, Town Manager, and Police Chief 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 _____, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin Copeland-Rodriguez, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney

PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause to arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE.

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2029**. On or about **September 30, 2027**, a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

ATTEST:

CITY OF ATLANTIS:

Allan Kaulbach, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Brian Moree, City Manager (date)

(date)

CITY OF BOCA RATON:

Scott Singer, Mayor (date)

Michele Miuccio, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Ty Penserga, Mayor (date)

Joseph DeGiulio, Chief of Police (date)

Daniel Dugger, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Shelly Petrolia, Mayor (date)

Russ Mager, Chief of Police (date)

Terrence Moore, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Stacy A. Volnick, President (date)

Sean Brammer, Chief of Police (date)

(date)

(date)

TOWN OF GULFSTREAM:

Scott Morgan, Mayor (date)

Richard Jones, Chief of Police (date)

Gregory Dunham, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Natasha Moore, Mayor (date)

Craig Hartmann, Chief of Police (date)

Marshall Labadie, Town Manager (date)

(date)

TOWN OF HYPOLUXO:

Michael Brown, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Dixie Gualtieri, Deputy Clerk (date)

(date)

TOWN OF JUNO BEACH:

Alexander Cooke, Mayor (date)

Brian J. Smith, Chief of Police (date)

David Dyess, Town Manager (date)

(date)

TOWN OF JUPITER:

Jim Kuretski, Mayor (date)

David England, Chief of Police (date)

Frank Kitzerow, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

Milton Block, Mayor (date)

Daniel Kerr, Chief of Police (date)

Kevin Lucas, Town Administrator (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Greg Freebold, Mayor (date)

William W. Smith, III, Chief of Police (date)

Joseph Lo Bello, Town Manager (date)

(date)

TOWN OF LANTANA:

Karen Lythgoe, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Brian K. Raducci, Town Manager (date)

(date)

TOWN OF MANALAPAN:

Stewart Satter, Mayor (date)

Carmen Mattox, Chief of Police (date)

Linda A. Stumpf, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

David Norris, Mayor (date)

Rick Jenkins, Chief of Police (date)

Chuck Huff, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Geoff Pugh, Mayor (date)

Scott McClure, Chief of Police (date)

Lynne Ladner, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Danielle H. Moore, Mayor (date)

Nicholas Caristo, Chief of Police (date)

Kirk Blouin, Town Manager (date)

(date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

Frank A Barbieri Jr., Chairman (date)

Sarah Mooney, Chief of School Police (date)

Michael J. Burke, Superintendent (date)

(date)

CITY OF PALM BEACH GARDENS:

Chelsea Reed, Mayor (date)

Clinton Shannon, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

Beverly Smith, Mayor (date)

Thomas Ceccarelli, Chief of Police (date)

Michael Bornstein, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Ronnie Felder, Mayor (date)

Michael Coleman, Chief of Police (date)

Jonathan Evans, City Manager (date)

(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)

State Attorney Fifteenth Judicial
Circuit.In and For Palm Beach
County, Florida (date)

(date)

(date)

VILLAGE OF TEQUESTA:

Molly Young, Mayor (date)

Gustavo Medina, Chief of Police (date)

Jeremy Allen, Village Manager (date)

(date)

CITY OF WEST PALM BEACH:

Keith James, Mayor (date)

Frank Adderly, Chief of Police (date)

Faye Johnson, City Administrator (date)

(date)

Attachment I

Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Gulfstream Police Department
Highland Beach Police Dept.
Hypoluxo-Town of
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Riviera Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: L. Rubin, Town Attorney
Item Title: Resolution 2023-22 (revising the legal description for the Caretta Project set forth in Resolution No. 2022-09 and correcting the references to the original approval in Resolution No. 2023-12)

DISCUSSION:

Through the adoption of Resolution No. 2022-09 on August 24, 2022, the Town Council approved a request for Site Plan and Appearance Review and for Special Exception approval to utilize the Site Area Development Modification and to establish a restaurant use for the Caretta mixed-use development located at the northwest corner of Donald Ross Road and U.S. Highway One. The legal description attached as Exhibit “A” to the Resolution was taken from a survey submitted to the Town. However, the Applicant has requested that Resolution No. 2022-09 be amended to reflect the most accurate legal description as set forth in a Corrective Special Warranty Deed dated August 16, 2023.

Additionally, through the adoption of Resolution No. 2023-12 on August 23, 2023, the Town Council approved a major amendment to the approval Site Plan and Appearance Approval to: divide one residential unit into two units; reduce and reconfigure the size of the garage; utilize shared parking on the site; utilize valet parking on the site; and reduce the outdoor dining area. This Resolution referenced Resolution 2022-06 as the initial project approval when it should have referenced Resolution No. 2022-09.

The attached Resolution amends Resolution No. 2022-09 to revise the legal description and amends Resolution 2023-12 to correct the references to the initial project approval. These revisions are purely ministerial in nature.

RECOMMENDATION:

Staff recommends that the Town Council adopt Resolution No. 2023-22

RESOLUTION NO. 2023-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, RELATING TO THE APPROVED CARETTA PROJECT; AMENDING RESOLUTION NO. 2022-09 TO UPDATE THE LEGAL DESCRIPTION AND AMENDING RESOLUTION NO. 2023-12 TO CORRECT REFERENCES TO THE INITIAL PROJECT APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-09 on August 24, 2022, the Town Council approved a request for Site Plan and Appearance Review and for Special Exception approval to utilize the Site Area Development Modification and to establish a restaurant use for the mixed-use Caretta project located at the northwest corner of Donald Ross Road and U.S. Highway One; and

WHEREAS, through the adoption of Resolution No. 2023-12 on August 23, 2023, the Town Council approved a major amendment to the Site Plan and Appearance Approval for the Caretta project to: divide one residential unit into two units; reduce and reconfigure the size of the garage; utilize shared parking on the site; utilize valet parking on the site; and reduce the outdoor dining area; and

WHEREAS, the Applicant has requested that the legal description attached to Resolution No. 2022-09 be revised to reflect the more precise and accurate legal description set forth in a Corrective Special Warranty Deed dated August 16, 2023 and that Resolution No. 2023-12 be amended to correct the references to the resolution initially approving the Caretta project; and

WHEREAS, the Town Council determines that the adoption of this Resolution is in the best interests of the residents 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 as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Resolution No. 2022-09 to revise the legal description of the property to reflect the legal description referenced in the Corrective Special Warranty Deed attached hereto as Exhibit "A" and incorporated herein. The amendment shall be retroactive to August 24, 2022.

Section 3. The Town Council hereby amends Resolution No. 2023-12 to change the references to the initial project approval to Resolution No. 2022-09 in lieu of Resolution No. 2022-06 as set forth in the title, the first "whereas" clause, Section 2, and Section 3. The amendment shall be retroactive to August 23, 2023.

Resolution No. 2023-22
Page 2 of 2

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be effective immediately upon adoption.

RESOLVED AND ADOPTED this _____ day of _____, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin Copeland-Rodriguez, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney

Exhibit "A"
Legal Description

A PARCEL OF LAND LYING IN GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21 (CERTIFIED CORNER RECORD # 053448); THENCE SOUTH 01°15'25" WEST, ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 5,355.04 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 21 (CERTIFIED CORNER RECORD # 0025465);

THENCE SOUTH 87°58'10" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21 AND THE CENTERLINE OF DONALD ROSS ROAD AS LAID OUT AND IN USE PER PALM BEACH COUNTY ULTIMATE RIGHT OF WAY MAP # 3-56-072, A DISTANCE OF 1,348.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF GOVERNMENT LOT 5;

THENCE NORTH 01°12'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 60.01 FEET TO THE NORTH RIGHT OF WAY LINE OF DONALD ROSS ROAD, ALSO KNOWN AS THE NORTH LINE OF PARCEL 6, RIGHT-OF-WAY TAKING AS DESCRIBED IN OFFICIAL RECORDS BOOK 9635, PAGE 393, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE NORTH 01°12'37" EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 431.22 FEET TO A POINT BEING 850.00 FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF GOVERNMENT LOT 5, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 1,050 FEET OF GOVERNMENT LOT 5;

THENCE SOUTH 87°30'11" EAST, ALONG THE NORTH LINE OF THE SOUTH 200.00 FEET OF THE NORTH 1,050.00 FEET OF SAID GOVERNMENT LOT 5, A DISTANCE OF 491.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 ALSO KNOWN AS U.S. HIGHWAY NO. 1 (A 120.00 FOOT RIGHT OF WAY) AS LAID OUT AND IN USE, DESCRIBED IN ROAD PLAT BOOK 2, PAGE 109, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 15°24'04" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 406.87 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 107°25'53", ALSO BEING THE NORTHERN MOST POINT OF PARCEL 5 RIGHT-OF-WAY TAKING AS DESCRIBED IN OFFICIAL RECORDS BOOK 9635, PAGE 393, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 56.25 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE;

THENCE NORTH 87°58'10" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 578.14 FEET TO THE POINT OF BEGINNING.

ALSO LEGALLY DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21, THENCE SOUTH 01°14'37" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, FOR A DISTANCE OF 2675.60 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 01°15'11" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR A DISTANCE OF 2676.40 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 87°54'10" EAST, ALONG THE SOUTH LINE OF THE

SOUTHWEST 1/4 OF SAID SECTION 21 AND THE CENTERLINE OF DONALD ROSS ROAD, FOR A DISTANCE OF 1346.43 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE NORTH 01°14'36" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 5, FOR A DISTANCE OF 60.01 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE OF GOVERNMENT LOT 5 AND A LINE LYING 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°14'36" EAST, ALONG SAID WEST LINE OF GOVERNMENT LOT 5, FOR A DISTANCE OF 429.89 FEET TO A POINT BEING THE INTERSECTION OF SAID WEST LINE OF GOVERNMENT LOT 5 AND A LINE BEING 850.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF SAID GOVERNMENT LOT 5; THENCE SOUTH 87°59'00" EAST, ALONG SAID LINE, FOR A DISTANCE OF 490.74 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 5 ALSO KNOWN AS U.S. HIGHWAY NO. 1; THENCE SOUTH 15°20'06" EAST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 410.39 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING AS ITS ELEMENTS A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 107°25'55"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 56.25 FEET TO A POINT ON A LINE LYING 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF SAID GOVERNMENT LOT 5, ALSO BEING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE NORTH 87°54'10" WEST, ALONG SAID LINE, A DISTANCE OF 578.66 FEET TO THE POINT OF BEGINNING



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: Michael Ventura, Finance Director
Item Title: Financial Reports

DISCUSSION:

Please find attached the Balance Statement and Income Statement for your review.

RECOMMENDATION:

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

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2024 2

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
01	10101	GENERAL FUND CHECKING	-1,001,384.82	-1,017,277.41
01	10102	PAYROLL CHECKING	-178,941.77	-177,941.77
01	10106	CREDIT CARD ACCOUNT	.00	431,687.79
01	10201	PETTY CASH	.00	600.00
01	10202	PETTY CASH-PD	.00	250.00
01	10410	WELLS FARGO-MM SWEEP	.00	446,793.23
01	10412	MONEY MARKET	.00	2,577,325.05
01	10420	POOLED CASH-STATE BD OF A	.00	643,149.58
01	10421	FL PALM INVESTMENT	.00	3,095,476.68
01	10424	FMIT-0-2 HQ BOND FUND	.00	230,228.61
01	10425	FMIT-SHORT TERM BOND	.00	436,525.73
01	10426	FMIT-INTERMEDIATE TERM BD	.00	522,966.53
01	10435	CERTIFICATES OF DEPOSIT	.00	2,542,442.70
01	11510	ACCOUNTS RECEIVABLE	2,000.00	1,167.12
01	11590	AR-RETIREE INSURANCES	.00	157.64
01	13310	DUE FROM OTHER GOV'T UNIT	.00	756,773.77
01	13501	ACCRUED INTEREST RECEIVABLE	.00	141,688.51
01	15500	PREPAID EXPENSES	59.57	928.81
TOTAL ASSETS			-1,178,267.02	10,632,942.57
LIABILITIES				
01	20200	ACCOUNTS PAYABLE	822,906.87	897.96
01	20205	FRIENDS OF THE ARTS	.00	-3,332.47
01	20210	PENSION PAYABLE-FRS	-47,442.49	-103,517.12
01	20211	RETIRE-GEN. EMP. PAYABLE	-9,342.03	-11,725.82
01	20220	DEFERRED COMPENSATION	-7,430.53	-7,430.53
01	20241	125-CAFE.HEALTH INSURANCE	-8,992.88	-8,328.39
01	20242	125-CAFE. MEDICAL FSA	638.45	-7,878.53
01	20245	ALLSTATE VOLUNTARY INSURANCE	-329.24	-330.03
01	20247	PIC-VOLUNTARY INSURANCES	-66.46	.00
01	20250	125-CAFE. VISION CARE	-153.00	-3.36
01	20295	PD-TAKE HOME CAR	-520.00	-1,040.00
01	20810	DUE TO PALM BEACH COUNTY	656.75	-2,365.09
01	20830	DUE TO STATE-BLDG PERMIT FEES	42.04	-1,625.42
01	21600	ACCRUED PAYROLL	.00	-40,703.08
01	21700	WITHHOLDING TAXES	-27,394.55	-31,736.21
01	21720	SOCIAL SECURITY TAXES	-36,449.06	-75,039.35
01	22300	UNEARNED REVENUE	.00	-210,306.30
TOTAL LIABILITIES			686,123.87	-504,463.74
FUND BALANCE				
01	17200	REVENUE CONTROL	1.26	-183,986.69
01	24200	EXPENDITURE CONTROL	492,141.89	1,857,253.02
01	24500	RESERVE FOR ENCUMBRANCE	.00	-357,239.30
01	28000	NON-SPENDABLE PREPAID ITEMS	.00	-96,696.69
01	28100	RESTRICTED-IMPACT FEE	.00	-75,645.20
01	28101	RESTRICTED-IMPACT FEE LAW ENFO	.00	-8,154.21
01	28102	RESTRICTED-CAPITAL PROJECTS	.00	-23,562.39
01	28103	RESTRICTED ONE-CENT SURTAX	.00	-943,638.42

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2024 2

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE				
01	28115	BUILDING CODE ENFORCEMENT	.00	-883,468.24
01	28120	RESTRICTED-LAW ENFORCEMENT	.00	-13,581.25
01	28121	RESTRICTED-STATE/LOCAL FORFEIT	.00	-112,146.47
01	28300	ASSIGNED-SUBSEQUENT YEAR	.00	-825,000.00
01	28400	UNASSIGNED-FUND BALANCE	.00	-8,406,197.57
01	28410	UNASSIGNED-CONTRIBUTIONS	.00	-56,415.42
TOTAL FUND BALANCE			492,143.15	-10,128,478.83
TOTAL LIABILITIES + FUND BALANCE			1,178,267.02	-10,632,942.57

** END OF REPORT - Generated by Michael Ventura **

TOWN OF JUNO BEACH
MONTH ENDING NOVEMBER 30, 2023

1				
2	GENERAL FUND	Original	Actual	
3		FISCAL YEAR	YTD 11/30/23	Difference
4	<u>REVENUES</u>	<u>2023-2024</u>		
5	Ad Valorem Taxes	\$3,966,863		\$3,966,863
6	Local Option, Use & Fuel Taxes	\$57,283		\$57,283
7	One-Cent Discretionary Surtax	\$305,851		\$305,851
8	Utility Services Taxes	\$953,364		\$953,364
9	Local Business Tax	\$70,000	18,467	\$51,533
10	Building Permits	\$1,040,000	63,456	\$976,544
11	Franchise Fees	\$100,000		\$100,000
12	Permits, Fees & Special Assessments	\$159,950	100	\$159,850
13	Grants	\$274,500		\$274,500
14	Intergovernmental Revenue	\$533,180	10,868	\$522,312
15	Charges for Services	\$40,000	10,338	\$29,662
16	Fines and Forfeitures	\$25,500	175	\$25,325
17	Investment Earnings	\$150,000	45,389	\$104,611
18	Miscellaneous	\$97,000	2,692	\$94,308
19	From Impact Fees-Restricted	\$75,000	0	\$75,000
23	From One-Cent Surtax-Restricted	\$18,200	0	\$18,200
24	From Assigned Fund Balance	\$705,399	0	\$705,399
25	<u>From Unassigned Fund Balance</u>	<u>\$2,942,500</u>	<u>0</u>	<u>\$2,942,500</u>
26				
27	TOTAL REVENUES	<u>\$11,514,590</u>	<u>\$151,485</u>	<u>\$11,363,105</u>
28				
29	EXPENDITURES BY DEPARTMENT			
30				
31	<u>LEGISLATIVE</u>			
32	Salaries	16,200	\$1,700	\$14,500
33	Employee Benefits	1,239	130	\$1,109
34	Operating Expenses	<u>12,500</u>	<u>78</u>	\$12,422
35				
36	TOTAL LEGISLATIVE	29,939	1,908	28,031
37				
38	<u>FINANCE & ADMINISTRATION</u>			
39	Salaries	674,302	103,245	571,057
40	Employee Benefits	187,478	23,774	163,703
41	Professional Fees	87,000	8,111	78,889
42	Operating Expenses	161,650	59,137	102,513
43	Capital Outlay	<u>55,000</u>	<u>0</u>	55,000
44				
45	TOTAL FINANCE & ADMINISTRATION	1,165,430	194,267	971,163

TOWN OF JUNO BEACH
MONTH ENDING NOVEMBER 30, 2023

	FISCAL YEAR	Actual	Difference	
	<u>2023-2024</u>	YTD 11/30/23		
49				
50				
52				
53				
54				
55	<u>COMPREHENSIVE PLANNING</u>			
56	Salaries	554,981	70,249	484,732
57	Employee Benefits	161,676	17,002	144,674
58	Professional Fees	475,500	33,608	441,892
59	Operating Expenses	67,556	8,973	58,583
60	Capital Outlay	<u>110,000</u>	<u>0</u>	110,000
61				
62	TOTAL COMPREHENSIVE PLANNING	1,369,713	129,832	1,239,881
63				
64	<u>LAW ENFORCEMENT</u>			
65	Salaries	1,853,310	268,133	1,585,177
66	Employee Benefits	940,979	125,497	815,482
67	Professional Fees	37,700	3,006	34,694
68	Operating Expenses	392,646	67,451	325,195
69	Capital Outlay	<u>375,000</u>		375,000
70				
71	TOTAL LAW ENFORCEMENT	3,599,635	464,087	3,135,548
72				
73	<u>PUBLIC WORKS</u>			
74	Salaries	344,949	47,318	297,631
75	Employee Benefits	126,543	15,191	111,352
76	Professional Fees	5,000	567	4,433
77	Operating Expenses	524,694	50,894	473,800
78	Capital Outlay	<u>3,378,250</u>	<u>834,301</u>	2,543,949
79				
80	TOTAL PUBLIC WORKS	4,379,436	948,271	3,431,165
81				
82	<u>GENERAL GOVERNMENT</u>			
83	Insurance	332,115	63,039	269,076
84	Town Debt Service	0		0
85	Contingency	<u>638,322</u>	<u>0</u>	638,322
86				
87	TOTAL GENERAL GOVERNMENT	970,437	63,039	907,398
88				
89				
90	TOTAL EXPENDITURES	<u>\$11,514,590</u>	<u>\$1,801,404</u>	<u>\$9,713,186</u>
91				
92	Net Income YTD	<u>(\$0)</u>	<u>(\$1,649,919)</u>	



Meeting Name: Town Council
Meeting Date: December 13, 2023
Prepared By: F. Davila, CFM
Item Title: Seminole Golf Club Variance Request

BACKGROUND:

The subject property is located at 901 Seminole Boulevard and it is the home of Seminole Golf Club, a private golf club. The subject property is approximately 149.21 Acres in size, it is within the Private Recreation (REC-PRIV) zoning district, and has a future land use designation of Recreation/Open Space.

The applicant is seeking a variance from Section 7-21(c)(2) of the Town Code of Ordinances to allow the applicant to conduct a substantial improvement to the club house, in which the cumulative cost of the repair/rehabilitation exceeds 50 percent of the market value of the building, without having to elevate the building's finished floor to the Base Flood Elevation (BFE) plus eighteen inches (18').

The proposed improvements to the Club House include:

- Windows and doors replacement
- Structural reinforcement of openings
- Hydro blasting, water proofing
- Re-stucco and repaint exterior building
- Grading site for proper drainage
- Provide accessibility ramp at east of the building
- Installation of fire sprinklers system
- Install fire suppression and Vesda Early Smoke Detection System
- Replace electrical and mechanical components
- Administration office, women's locker room renovation
- Update kitchen equipment and flooring
- Upper level Vanilla Box Buildout
- Replace ductwork and grilles as required

It is important to note that the Seminole Golf Club Clubhouse has met the criteria for the National Register listing from the Florida Division of Historical Resources and the Florida Department of State has determined that the building is individually eligible for the National Register of Historic Places under

criterion B and C for Architecture with a local level of significance for the period between 1929-1974 (see attachment #2 and #3).

DISCUSSION:

The Town Code's definition of a Floodplain Regulation *variance* is "A grant of relief from the requirements of this section, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this section or the Florida Building Code." Chapter 7 – Floodplain Regulations of the Town's Code of Ordinance has considerations and conditions for issuance of a Variance. In addition, Section 7-7(e) of the Town's Code of Ordinances states the following for the authorization of Variances for Historic Buildings:

"A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code."

Chapter 12 of the Florida Building Code – Historic Buildings, section 1301.3 Flood Hazard Areas, exception (4) states that for the purpose of the exception, a historic building is "Determined eligible by the Florida State of Historic Preservation Officer for listing in the National Register of Historic Places, either individually or as a contributing property in a district" (see attachment #4).

In reviewing requests for variances, the Zoning Board of adjustment and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the town;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

In reviewing requests for variances, the Zoning Board of adjustment and appeals shall determine that (staff's response is in **bold**):

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

The golf club was built in 1929 and designed by Mariam Sims Wyeth, the course was designed by Donald Ross, and has been deemed a historic structure under the Florida Building Code and Town's definition. In order to preserve the historic character and design of the building, the applicant is unable to raise its finished floor elevation from 5.18 NAVD to the Town's requirement of the base flood elevation (BFE) plus 18 inches (freeboard requirement).

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

The proposed improvements will leave the buildings elevations the same, and will improve the current conditions of the property and land by grading the property to allow for better drainage (this will be reviewed by the Town's Civil Engineer). The property is private and no public expense, nuisances, nor fraud or victimization of the public will be caused.

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

The granting of the variance is the minimum necessary to be able to conduct a substantial improvement to harden the building without losing its historic character.

Under the Town's definition for Historic Structure (Sec. 7-12), the Seminole Golf Club has been determined to be eligible for the exception to the flood hazard area requirements of the Florida Building Code, existing Building, Chapter 12 Historic Buildings. As indicated in Sec 7-7(e), a variance is *authorized to be issued* for the repair, improvement, or rehabilitation of a historic building that is determined to be eligible for the exception to the flood resistant construction requirements of the Florida Building Code, upon determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building (see attachment #5).

At the December 4, 2023, Planning and Zoning Board meeting, the Board reviewed and discussed the proposed request. The Board unanimously recommended approval of the variance subject to the conditions set forth in staff's memorandum and with the additional condition that "Seminole Golf Club maintaining the style features in line with Mr. Wyeth's original design and per the letter dated November 14, 2023, in the application."

If the Town Council approves the variance, staff recommends the imposition of the following conditions:

1. If the proposed construction does not commence within 24 months of the date the variance is granted, the variance shall become null and void;
2. Seminole Golf Club shall maintain the architectural style and features of the golf club in line with Mr. Wyeth's original design and per the architectural styles stated in the Florida Department of State letter dated November 14, 2023, and the Florida Division of Historical Resources Historic Structure Form (site #PB20328) (included in back up material).
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

RECOMMENDATION:

Staff recommends that the Town Council approve the requested variance for the Seminole Golf Club Property, subject to the conditions set forth above.

Attachments:

1. Variance Application
2. Florida Division of Historical Resources – Historical Structure Form
3. Florida Department of State PSIQ response
4. 2020 FBC, Chapter 12 Historic Buildings, Section 1201 General
5. Architects determination letter

Town of Juno Beach
340 Ocean Drive: Juno Beach, FL 33408
Phone: (561) 656-0312: Fax: (561) 775-0812

**Application for
Variance Petitions**

A *Variance* is a relaxation of the terms of the Town of Juno Beach Comprehensive Zoning Ordinance (Chapter 34, and subsequent amendments) where such variance will not be contrary to the public interest and where, owning conditions peculiar to the property and not the result of the actions of the applicant a literal enforcement of said ordinance would result in unnecessary and undue hardship on the land. As used in said ordinance, a variance is authorized only for height, area, and size of structure or size of yards, parking requirements and open spaces. Establishment or expansion of use or density otherwise prohibited or not permitted shall not be allowed a variance.

Section I

Instructions for Completion:

1. Complete Section II of this application, and respond (in written form) to the criteria listed in Section III. You may wish to attach a separate sheet of paper for this item.
2. Sign and date this application at the end of Section III. If appropriate, complete the power of attorney form on page 4 of this application.
3. Attach any information (maps, drawings, survey, letters, legal descriptions, etc.) that identify the peculiarity of your specific situation, and that clarify your petition/application.
4. A filing fee of **\$500.00** must accompany each application upon submittal. The applicant will also be responsible for providing all property identification information and property owners within a 300' radius surrounding the subject property; and will be responsible for postage cost associated with mail-out materials related to the petition.
5. All materials required shall accompany this application **at time of submission** to the Planning & Zoning Department; and the deadline for all required material is **three weeks prior to the date of the Board of Adjustment hearing** for which this petition is being requested.

Section II

Please Complete the Following:

Applicant/Agent Information:

Name of Applicant: ALLAN RYAN, SEMINOLE GOLF CLUB Contact Phone #: 561-626-1331
Address of Applicant: 901 SEMINOLE BLVD, JUNO BEACH 33408

*If the applicant has an agent, or will be represented by anyone other than the applicant.

*Name of Agent: KEITH SPINA, SPINA O'ROURKE Contact Phone #: 561-684-6844
*Address of Agent: 285 BANYAN BLVD., WPB, FL 33401

Regarding the Subject Location (where the variance is being requested):

Street Location: 901 SEMINOLE BLVD, JUNO BEACH 33408
Name of Subdivision: PROPERTY CONTROL NUMBER 28-43-41-33-00-001-0000
Block: _____ Lot: _____

Regarding the Variance Petition:

Please describe the variance being requested: A REQUEST FOR VARIANCE FROM SECTION
'7.2.C.2' AS PERMITTED BY 'SECTION 7-7 (e) HISTORIC BUILDINGS' TO ALLOW THE
FINISHED FLOOR ELEVATION TO REMAIN 5.18 NAVD AND 3.40. THE FEMA BASE FLOOD
ELEVATION IS 10.00 NAVD

Section 7-7 (e)Historic buildings. A variance is authorized to be issued for the repair, improvement, or
rehabilitation of a historic building that is determined eligible for the exception to the flood resistant
construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic
Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not
preclude the building's continued designation as a historic building and the variance is the minimum
necessary to preserve the historic character and design of the building. If the proposed work
precludes the building's continued designation as a historic building, a variance shall not be granted
and the building and any repair, improvement, and rehabilitation shall be subject to the requirements
of the Florida Building Code.

Section III

Please address (in written form) the criteria listed below:

While considering a variance petition, the Board of Adjustment shall have the power to authorize upon appeal such variance from the terms of the zoning code as will not be contrary to the public interest, where, owing to specific conditions, a literal enforcement of the provisions of the Code will result in an unnecessary and undue hardship. A variance from the terms zoning code shall not be granted unless the Board of Adjustment finds that:

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district;

Applicant Response: THE EXISTING STRUCTURE IS HISTORIC (MASTER SITE FILE# PB20328)
AND CAN NOT BE MODIFIED TO COMPLY WITH THE REQUIRED FINISHED FLOOR ELEVATION.

2. The special conditions or circumstances do not result from the actions of the applicant;

Applicant Response: THE EXISTING STRUCTURE IS HISTORIC (MASTER SITE FILE# PB20328)
AND PREDATES THE REQUIRED FINISHED FLOOR ELEVATION.

3. A granting of the variance requested will not confer upon the applicant any special privilege that is denied by said Ordinance to other lands, buildings or structures in the same district;

Applicant Response: THE VARIANCE REQUEST IS PERMITTED UNDER SECTION 7-7 (e).

4. A literal interpretation of the provisions of said ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the Ordinance and would work unnecessary an undue hardship on the applicant.

Applicant Response: THE VARIANCE REQUEST IS PERMITTED UNDER SECTION 7-7 (e). COMPLYING
WITH THE REQUIRED FINISHED FLOOR ELEVATION WOULD RESULT IN UNDUE HARDSHIP TO THE APPLICANT.

5. A prior application for the granting of the variance had not been submitted within the preceding twelve (12) months.

Applicant Response: CONFIRMED

According to Chapter 34, Town of Juno Beach, Florida, in granting any variance, the Board of Adjustment shall prescribe appropriate conditions and safeguards in conforming to the Zoning Ordinance. The Board of Adjustment may also prescribe a reasonable time limit within which the action for which the variance is required shall commence, be completed, or both.

Allan Ryan
Applicant's Signature

10/31/23
Date

ALLAN RYAN

Print Name
Wynessa Segeck
Witness' Signature

10.31.23
Date

Wynessa Segeck
Print Name

Power of Attorney

Name of Applicant: Qllam Ryan Contact Phone 561.389.2402
Mailing Address: 1 North clonavis St., Suite 400, West Palm Beach, FL. 33410
Property Address (description): 901 Seminole Blvd, Seho Beach, FL. 33408
Name of Agent: Keith Spina
Contact Phone of Agent: 561.684.6844

The Undersigned, being the true Applicant for the real property described above, does hereby grant unto the Agent, stated above, the full right and power of attorney to make application to the Town of Juno Beach for an easement abandonment petition/request and act as the representing agent for any subsequent processes for said property. It is understood that limitations, conditions and restrictions may be placed upon the use or operation of the property. Misstatements upon application or in any hearing may result in the termination of any application/petition proceeding to limit the Applicant to only allow themselves the opportunity to apply for an abandonment petition/request. This power of attorney may be terminated only by a written and notarized statement of such termination effective upon receipt by the Planning & Zoning Department.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HANDS AND SEALS
THIS 31st DAY OF October 2023

[Signature]
Applicant

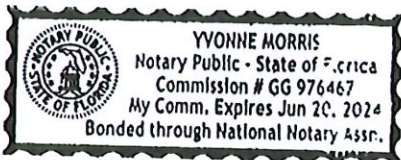
Applicant

[Signature]
Witness

[Signature]
Witness

Before me the undersigned authority personally appeared the owner(s) named above who upon being duly sworn acknowledged before me that they are the true owners of the real property described above and that they executed the power of attorney for the purposes stated therein.

Sworn and subscribed this 31st day of October 2023.



[Signature]
Notary Public

SEAL

(For Office Use Only)

Variance Mailing/Billing Information

Date given to Town Clerk's Office: _____

Deadline for Mailing: _____

Name of Applicant: _____

Mailing Address for Billing: _____

Postage: \$ _____ Legal Ad: \$ _____ = Total: \$ _____

Date payment Received: _____



KEITH SPINA
TAMMY O'ROURKE
WILLIAM CALDWELL
JESSICA GOMES

November 01, 2023

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

Project: VARIANCE APPLICATION – PROPOSED SCOPE OF WORK
SEMINOLE GOLF CLUB
Juno Beach, FL 33408

To Whom It May Concern:

Scope of work as listed below:

EXISTING BUILDING:

- Windows and doors replacement
- Structural Re-inforcing of openings
- Hydro blasting, water proofing
- Re-stucco and repaint exterior building
- Regrading site for proper drainage
- Provide Accessibility Ramp at East of the building

LIFE SAFETY:

- Install Fire Sprinkler System
- Install Fire Suppression & Vesda Early Smoke Detection System
- Replace all electrical components

INTERIOR IMPROVEMENTS:

- Administration Office renovation
- Update Kitchen Equipment and Flooring
- Women's Locker Room Renovation
- Upper Level Vanilla Box Buildout

MECHANICAL UPGRADE:

- Upgrade existing system
- Replace ductwork and grilles as required

Very truly yours,

KEITH M. SPINA
CEO

HISTORICAL STRUCTURE FORM FLORIDA MASTER SITE FILE Version 5.0 3/19

Site#8 PB20328
Field Date 7-24-2023
Form Date 7-31-2023
Recorder # _____

Original
 Update



Shaded Fields represent the minimum acceptable level of documentation.
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none): Seminole Golf Club Multiple Listing (DHR only) _____
Survey Project Name _____ Survey # (DHR only) _____
National Register Category (please check one) building structure district site object
Ownership: private-profit private-nonprofit private-individual private-nonspecific city county state federal Native American foreign unknown

LOCATION & MAPPING

Street Number 901 Direction _____ Street Name Seminole Street Type Boulevard Suffix Direction _____
Address: _____
Cross Streets (nearest / between) east of US1/ A1A and west of the Atlantic Ocean
USGS 7.5 Map Name RIVIERA BEACH USGS Date 2023 Plat or Other Map _____
City / Town (within 3 miles) Juno Beach In City Limits? yes no unknown County Palm Beach
Township 41S Range 43E Section 33 1/4 section: NW SW SE NE Irregular-name: _____
Tax Parcel # 28-43-41-33-00-001-0000 Landgrant _____
Subdivision Name _____ Block 661 Lot 0000
UTM Coordinates: Zone 16 17 Easting 594645 Northing 2971302
Other Coordinates: X: -80.047261 Y: 26.860164 Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1929 approximately year listed or earlier year listed or later
Original Use Clubhouse From (year): 1929 To (year): 2023
Current Use _____ From (year): _____ To (year): _____
Other Use _____ From (year): _____ To (year): _____
Moves: yes no unknown Date: _____ Original address _____
Alterations: yes no unknown Date: _____ Nature refer to attached list
Additions: yes no unknown Date: _____ Nature refer to attached list
Architect (last name first): Wyeth, Marion Sims Builder (last name first): _____
Ownership History (especially original owner, dates, profession, etc.)
Original owner - Seminole Golf Club

Is the Resource Affected by a Local Preservation Ordinance? yes no unknown Describe not in historic district

DESCRIPTION

Style Mixed, none dominant Exterior Plan Irregular Number of Stories 3
Exterior Fabric(s) 1. Stucco 2. Stone 3. Wood/Plywood
Roof Type(s) 1. Hip 2. Gable 3. Flat
Roof Material(s) 1. Barrel tile 2. Built-up 3. _____
Roof secondary strucs. (dormers etc.) 1. Not applicable 2. _____

Windows (types, materials, etc.)

refer to attached list

Distinguishing Architectural Features (exterior or interior ornaments)

refer to attached list

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.)

Historic Golf Course designed by Donald Ross and original Caretaker Residence (1929)

DHR USE ONLY		OFFICIAL EVALUATION	DHR USE ONLY	
NR List Date	SHPO - Appears to meet criteria for NR listing: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> insufficient info	Date	<u>8/17/23</u>	Init: <u>[Signature]</u>
<input type="checkbox"/> Owner Objection	KEEPER - Determined eligible: <input type="checkbox"/> yes <input type="checkbox"/> no	Date	<u>1/1/23</u>	
	NR Criteria for Evaluation: <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d (see <i>National Register Bulletin</i> 15, p. 2)			

HISTORICAL STRUCTURE FORM

DESCRIPTION (continued)

Chimney: No. 2 Chimney Material(s): 1. Stucco 2. Tile
 Structural System(s): 1. Concrete block 2. Wood frame 3. _____
 Foundation Type(s): 1. Slab 2. _____
 Foundation Material(s): 1. Poured Concrete Footing 2. Poured Concrete Footing

Main Entrance (stylistic details)
 Wrought iron entry gate with arched wood door. Quoin surround at arched area. Sundial above entry.

Porch Descriptions (types, locations, roof types, etc.)
 West open loggia with arched openings and stucco decorative trim. Exposed ceiling with pecky cypress.

Condition (overall resource condition): excellent good fair deteriorated ruinous

Narrative Description of Resource
 refer to attached

Archaeological Remains None Check if Archaeological Form Completed

RESEARCH METHODS (select all that apply)

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> FMSF record search (sites/surveys) | <input type="checkbox"/> library research | <input type="checkbox"/> building permits | <input checked="" type="checkbox"/> Sanborn maps |
| <input checked="" type="checkbox"/> FL State Archives/photo collection | <input type="checkbox"/> city directory | <input checked="" type="checkbox"/> occupant/owner interview | <input checked="" type="checkbox"/> plat maps |
| <input checked="" type="checkbox"/> property appraiser / tax records | <input type="checkbox"/> newspaper files | <input type="checkbox"/> neighbor interview | <input type="checkbox"/> Public Lands Survey (DEP) |
| <input type="checkbox"/> cultural resource survey (CRAS) | <input checked="" type="checkbox"/> historic photos | <input checked="" type="checkbox"/> interior inspection | <input type="checkbox"/> HABS/HAER record search |
| <input type="checkbox"/> other methods (describe) _____ | | | |

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

OPINION OF RESOURCE SIGNIFICANCE

- Appears to meet the criteria for National Register listing individually? yes no insufficient information
 Appears to meet the criteria for National Register listing as part of a district? yes no insufficient information

Explanation of Evaluation (required, whether significant or not, use separate sheet if needed)
 refer to attached

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. 'architecture', 'ethnic heritage', 'community planning & development', etc.)
 1. Architecture 3. _____ 5. _____
 2. Entertainment/recreation 4. _____ 6. _____

DOCUMENTATION

- Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents
- 1) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____
- 2) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____

RECORDER INFORMATION

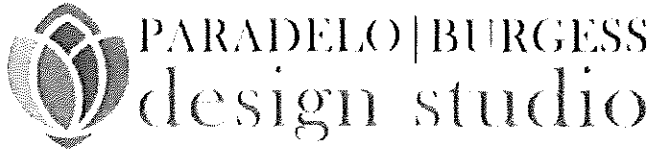
Recorder Name Polly Daugherty Affiliation _____
 Recorder Contact Information 561-366-7512 / polly@paradeloburgess.com / 1177 Clare Ave Ste 7, West Palm
 (address / phone / fax / e-mail)

Required Attachments

- ① USGS 7.5' MAP WITH STRUCTURE LOCATION CLEARLY INDICATED
- ② LARGE SCALE STREET, PLAT OR PARCEL MAP (available from most property appraiser web sites)
- ③ PHOTO OF MAIN FACADE, DIGITAL IMAGE FILE
 When submitting an image, it must be included in digital AND hard copy format (plain paper grayscale acceptable). Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.

N
↙





August 2, 2023

Re: **Seminole Golf Club – Additional Information**

The following dates and scope of work was determined based on architectural drawings and information provided by the club. The club was originally constructed starting in 1929.

Alterations

Date	Scope
1930	Alterations to the Ladies Locker Room.
1939	Door modifications, modifications to Women's Locker Room, new stairs and paving outside Women's Locker Room and modifications at Storage in basement.
1940	Modification at basement office including new fixed glass window / desk to entry lobby; modification includes new millwork, steps and railing.
1941	New signpost, sash screens and venetian blinds.
1946	Modifications to Women's Locker Room and new Walk-in Refrigerator.
1947	Modifications at existing Kitchen.
1950s	Existing Terrace was covered with steps located to the east of the Luncheon Loggia.
1951	Modifications to Women's Locker Room and spiral stair removed at Men's Locker Room. Enclosure of Locker Room area to the west of Men's Locker Room.
1954	Modifications to Lunch Loggia and Bar.
1959	Modifications to East Lunch Terrace.
1960	Modifications to office and Men's Wash Room.
1962	Modifications to Swimming Pool and Deck.
1965	Added handrail at main entrance.
1972	Office addition at basement.
1984	Alteration to service baths.
1980s	Added air conditioning.
2000	Renovation of Pro Shop.
2017	Roof was replaced.
2020	Filled in pool due to lost saltwater draw, restored Luncheon Loggia floor to original terrazzo, restored Ladies Lounge walls to original.

Additions

Date	Scope
1930	Addition of the Ladies Lounge with uncovered East Terrace.
1936	Addition of New Loggia to the west of the Card Loggia.
1940s	Added Staff Dining Room.
1947	New Staff Dining Room.
1951	Pantry Addition/ Office (southeast of Lunch Loggia).
1961	Loggia addition (northeast area of upper terrace).
1970-80s	Locker Room extension.
1990s	Add shoe room (east of men's bathroom), mechanical modifications, and added maintenance office in basement.
2014	Addition of New Caddie area, Golf Storage and Turn (Snack Bar).

Style:

As with many of the historical structures by Marian Sims Wyeth, there is a mix of architectural styles. There are elements of **Georgian Revival** (or **British Colonial**) with quoins at the corners, a cornice at the roof line, intermediate banding, a hip roof and a raised foundation. **Spanish Revival** (or **Mediterranean Revival**) elements include a stucco wall finish, terra cotta tile roof, arched windows above doors, open balconies with an iron railing, an emphasis on the chimney and a color contrast between the roof and wall color.

Windows:

- Casement, wood, single, 9 pane, shutters
- Casement, wood, single, 4 pane
- Casement, wood, pair, 10 pane
- Casement, wood, pair, 8 pane
- Casement, wood, pair, 6 pane
- Casement, wood, pair, 3 pane, shutters
- Fixed, wood, arched, 14 pane radial

Distinguishing Architectural Features

- Quoins at corners
- Quoins at windows
- Cornice at roof line
- Intermediate banding
- Hip roof
- Raised foundation
- Stucco wall finish
- Terracotta roof tile
- Arched windows above doors
- Open balconies with iron railings
- Emphasis on chimney
- Color contrast between roof and wall color
- Terraces
- Exposed pecky cypress rafters
- Pecky cypress exterior rafter tails
- Arched loggias
- Stone at exterior
- Original lighting (iron or similar)
- Several painted sundials (one original remains)
- Arched iron entry gate
- Wood lattice decorative trim at clerestory windows
- Iron railings
- Original furniture from era
- Original terrazzo flooring
- Original fireplaces / mantels
- Original lockers (designed by architect)

Narrative Description of Resource

Construction for this clubhouse started in 1929 which was designed by Marion Simms Wyeth. The architect was known for his confident architectural style which typically blended the French Revival, Mediterranean Revival and Georgian Revival styles. Another distinct structure he designed for Palm Beach includes Mar-a-Lago. Wyeth designed over 700 structures around Palm Beach during his 54 years of practice.

This submittal includes scans of the original drawings that range from 1929 through 1984. As evident in the historic photographs, this was one of the first structures built in the area. At the same time, the golf course, designed by Donald Ross, was constructed. The owners, through this research, were excited to find original trace paper sketches and contracts for the golf course.

The original drawings show a timeline of renovations. Originally the property was two story (with a basement) and included a terrace with pool and tennis courts. Over the years, there were additions that matched the architectural style of the original clubhouse; these additions were developed by the original architectural firm. Additions include additional terraces and loggias. Several of the covered loggias and terraces were later enclosed. The basement was eventually designed with offices.

What is striking about visiting the location today is how much of the building matches the original design such as the original flooring in the Luncheon Loggia, the original pecky cypress ceilings throughout, the original lattice at the clerestory windows and many other features. The entry is also very similar to the original wrought iron gate and sundial above. It has always been important to the owner, in new renovations and additions, to maintain the look of the club as close to the original as possible.

With this added attention to the history of the building, some noticeable features have been identified as having been lost, such as the Indian head shutters above the front entry. With this understanding of the history, the client may decide to reproduce these as historic drawings are available to assist in this effort. Further, the club is taking action to archive all historic documents available.

Overall, this is a beautiful example of 1920s architecture which has been appreciated throughout the long history of the Seminole Golf Club.

Opinion of Resource Significance – Explanation of Evaluation

Criterion A – The property of structure is associated with events that have made a significant contribution to the broad patterns of our history.

It is evident through the aerial photographs that this is one of the earliest structures in this area. The building and golf course has not only had an impact on the local community but also the golf course community as it is considered, by Golf Digest, as one of the top 15 golf courses in the country and number one in Florida.

Criterion B – The property is associated with the lives of persons significant in our past.

The building was designed by Marion Sims Wyeth who was a predominant architect in the Palm Beach area designing over 700 structures including Mar-a-Lago. He was the first Palm Beach architect to be inducted into the American Institute of Architects. The designer of the golf course was Donald Ross, who was a prolific and influential designer having completed over 400 courses throughout his career.

Criterion C – The property embodies the distinctive characteristics of a time, period or method of construction or represents the work of a master, or possesses high artistic values, or presents a significant and distinguishable entity whose components lack individual distinction.

This building is a fine example of clubhouse architecture in the late 1920s. This is an example of a mix of Georgian Revival and Spanish Revival which includes features such as quoins at the corners, cornice at the roof, terracotta roof, arched windows, open balconies with iron railing and an arched loggia. The building, which additions and renovations have occurred over this years, is a remarkable example that still has much of the original design intent intact.

Criterion D – The property has yielded, or is likely to yield, information important in prehistory or history.

This building is an important reflection of the architecture from the 1920s.



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

November 14, 2023

Ms. Polly Daughtery
Paradelo Burgess Design Studio
1177 Clare Avenue, Suite 7
West Palm Beach, Florida 33401

RE: PSIQ response for Seminole Golf Club (FMSF# PB20328), 901 Seminole Boulevard, Juno Beach, Florida 33408, Palm Beach County

Dear Ms. Daughtery,

Thank you for submitting a Preliminary Site Information Questionnaire (PSIQ) for the above referenced project. After reviewing the submitted materials, our office has determined that the building is individually eligible for the National Register of Historic Places (NRHP) under criterion B and C for Architecture with a local level of significance for the period between 1929-1974. The Seminole Golf Club building is a significant example of club house architecture with Mediterranean Revival and Colonial Revival influences, designed by master architect Marion Sims Wyeth. Our office has also determined that the site is individually eligible for the (NRHP) under criterion B and C for Landscape Architecture with a local level of significance for the same period. The golf course itself is a significant course design by master golf course architect Donald Ross, with unique features within his larger body of work. Our office recommends nominating the Seminole Golf Club and Course together as a single property.

The Seminole Golf Club may also be eligible at the local level under Criteria A in the areas of Community Planning and Development, Entertainment/Recreation, or Social History, though more research needs to be done to determine which of these areas is most appropriate for listing.

The next step is the preparation of a National Register form, which will be emailed to you. The instructions for completing the form are available online as *National Register Bulletin 16A: How to Complete the National Register Registration Form*, <https://www.nps.gov/subjects/nationalregister/upload/NRB16A-Complete.pdf>.

If you have any questions, please contact me by email at samantha.schmidt@dos.myflorida.com, or by telephone at (850) 245-6365.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sam Schmidt', with a stylized flourish at the end.

Sam Schmidt
Historic Preservationist
Bureau of Historic Preservation
Department of State

2020 Florida Building Code, Existing Building, 7th edition Chapter 12 – Historic Buildings

SECTION 1201 GENERAL

1201.1 Intent and purpose.

It is the intent of this chapter to provide means for occupant safety, property conservation and use of designated historic buildings while protecting those elements, spaces and features that make these buildings historically or architecturally significant.

1201.2 Scope.

The provisions of this code acknowledge the need to preserve the character of historic buildings and shall apply to the repair, alteration, restoration, change of occupancy, addition and relocation of historic buildings.

1201.3 Flood hazard areas.

In flood hazard areas, if all proposed work, including repairs, work required because of a change of occupancy, and alterations, constitutes substantial improvement, then the building shall comply with Section 1612 of the Florida Building Code, Building, or Section R322 of the Florida Building Code, Residential, as applicable.

Exception: If the program that designated the building as historic determines that it will continue to be an historic building after the proposed work is completed, then the proposed work is not considered to be substantial improvement. For the purposes of this exception, an historic building is:

1. Individually listed in the National Register of Historic Places; or
2. A contributing resource within a National Register of Historic Places listed district; or
3. Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district, provided the local program making the designation is approved by the Department of the Interior (the Florida state historic preservation officer maintains a list of approved local programs); or
4. Determined eligible by the Florida State Historic Preservation Officer for listing in the National Register of Historic Places, either individually or as a contributing property in a district.

1201.4 Accessibility requirements.

For accessibility requirements, see the Florida Building Code, Accessibility.



KEITH SPINA
TAMMY O'ROURKE
WILLIAM CALDWELL
JESSICA GOMES

November 01, 2023

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

Project: VARIANCE APPLICATION
SEMINOLE GOLF CLUB
Juno Beach, FL 33408

To Whom It May Concern:

As the Architect of record for the above referenced project, it is my determination that the proposed repair, improvement, and rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KMS', is written over a horizontal line.

KEITH M. SPINA
CEO



Meeting Name: Town Council Meeting
Meeting Date: December 13, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Ordinance No. 778 – Increasing and equalizing the salaries of the Mayor and Councilmembers (Second and Final Reading)

DISCUSSION:

At its October 25, 2023 meeting, the Town Council directed Staff to draft an Ordinance amending the salaries for the Mayor, Vice Mayor, and Councilmembers. Article III, Section 5 of the Town Charter provides as follows: “The council may determine the annual salary of the mayor and of council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the mayor or councilmembers elected at the next regular election.” At its November 15, 2023 meeting, the Town Council adopted Ordinance No. 778 on first reading without modification.

The current annual salaries are as follows: Mayor \$6,000; Vice Mayor \$3,000; and Councilmember \$2,400. The attached Ordinance increases the annual salary for the Mayor, Vice Mayor, and each Councilmember to \$8,400, effective on the date of commencement of the terms of the Mayor and the Councilmembers elected at the March 2024 election. The salary shall increase by two percent (2%) on an annual basis, commencing April 1, 2025. While Charter mandates that the increase shall not go into effect until the commencement of the terms of those persons elected at the next general election, it does not specifically limit the increase to such persons. Consequently, the increased salary would apply to the Mayor and each Councilmember, irrespective of whether the Councilmember was up for reelection.

RECOMMENDATION:

Town Staff recommends that the Council consider the adoption of Ordinance No. 778 on second and final reading.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 778

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ESTABLISHING THE ANNUAL COMPENSATION FOR THE MAYOR AND COUNCILMEMBERS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 5 of the Town Charter provides that the Town Council may determine the annual salary of the Mayor and the Councilmembers by Ordinance, provided, however, that such Ordinance shall not be effective until the date of commencement of the terms of the Mayor or Councilmembers elected at the next regular election; and

WHEREAS, the current annual salaries for the Mayor (\$6,000), Vice Mayor (\$3,000), and Councilmember (\$2,400) have remained unchanged for decades; and

WHEREAS, the Town Council wishes to increase and equalize the salaries for the Mayor, Vice Mayor, and Councilmembers, and provide for a two percent (2%) annual increase; and

WHEREAS, the Town Council determines that the adoption of this Ordinance is in the interests of the public health, safety, and welfare and serves a valid municipal purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Town Council hereby increases the annual salaries of the Mayor, Vice Mayor, and each Councilmember to \$8,400.00. The salary increase shall become effective upon the commencement of the terms of those persons elected to the position of Mayor and Councilmember at the March 2024 general election and shall increase by two percent (2%) on April 1st of each year thereafter, commencing April 1, 2025.

Section 3. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of the Ordinance.

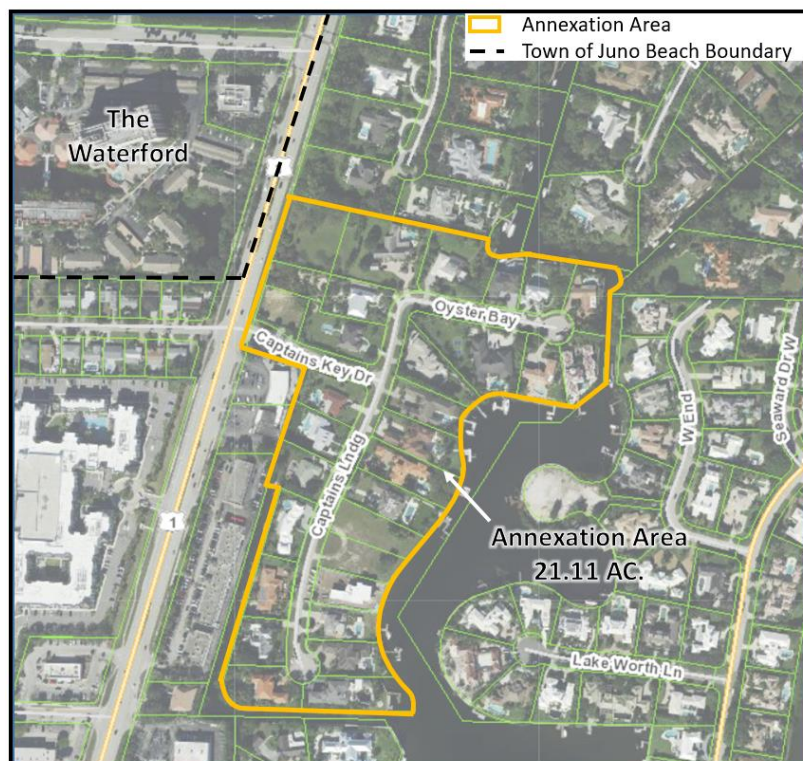
Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.



Meeting Name: Town Council
Meeting Date: December 13, 2023
Prepared By: F. Davila, CFM.
Item Title: Ord. 779 – Voluntary Annexation of Captain’s Key

DISCUSSION:

Staff received a request from the owners of property within Captain’s Key (and the owners of two adjacent parcels of property along U.S. Highway One who are residents of Captain’s Key) for the Voluntary Annexation of approximately 21.11 acres of land located in unincorporated Palm Beach County into the Town. The properties, consisting of thirty-one parcels located within the plat of Captain’s Key, and two parcels located adjacent to Captain’s Key (not platted), are adjacent to the Town’s jurisdictional boundary along the east property line of The Waterford campus (see attached).



The Town of Juno Beach adheres to the procedure prescribed for voluntary annexation by state statute (Section 171.044, Florida Statutes) and does not have supplemental procedures. This process requires the

Town of Juno Beach to adopt an Ordinance annexing said property and redefining the boundaries of the Town after two readings.

Pursuant to Section 171.044, Florida Statutes, the voluntary annexation procedure contains six standards. These standards are provided below along with staff's response in bold font.

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

As indicated in the Voluntary Annexation request from the property owners of Captain's Key and the two individual lots, the proposed parcels to be annexed are contiguous to the Town's municipal boundary and are reasonably compact (see map above).

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

The applicants provided a signed petition from all 33 property owners, and Town staff determined that the petition bears all signatures in the area proposed to be annexed.

Prior to the second reading and adoption, Town staff will publish the notice of annexation at least once each week for 2 consecutive weeks in the local newspaper. The body of the notice will include all information that is required pursuant to Florida Statute.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

If the ordinance is adopted, Town Staff will file it with the Palm Beach County Clerk of Circuit Court, the Palm Beach County Administrator, and the Department of State within seven days after adoption. The ordinance will include a map depicting the annexed area and a complete legal description of the area by metes and bounds.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to

municipalities in counties with charters which provide for an exclusive method of municipal annexation.

The Town of Juno Beach does not have supplemental procedures for the annexation process and the County Charter only contains supplemental procedures for voluntary annexations of “unincorporated protection areas” (areas located outside of the urban service area) and rural neighborhoods.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

The proposed annexation does not create an enclave as defined by Section 171.031, Florida Statutes. An enclave is defined as: (a) any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

On November 20, 2023, Town Staff provided Palm Beach County with notice of the proposed annexation via email and certified mail (see attached). In addition, as required by Palm Beach County Ordinance 2007-018, Town Staff provided the County with notification within ten (10) days of staff’s receipt of the complete voluntary annexation petition.

The proposed annexation of the subject properties does not create an enclave and is contiguous to the Town of Juno Beach. In addition, the subject properties are located entirely within the Town’s designated official Future Annexation Area Map.

The County’s future land use and zoning designations for the subject properties are Residential Low Density and RS – Single Family Residential, respectively. Following the voluntary annexation, the Town will assign a Town Future Land Use designation of Medium Density Residential (Up to 10 DU/AC) (MEDR) and a Town Zoning Designation of Residential Multiple Family – Medium Density (RM-2). The Future Land Use change and Rezoning will require a separate hearing for review by the Planning and Zoning Board and Town Council.

In accordance with the voluntary annexation procedures, Town Staff has sent a report and background material to the official at Palm Beach County who is responsible for review and subsequent transmittal of this information to other agencies/departments. Per County Ordinance 2007-018, County staff notifies the District Commissioner and sends notice to all pertinent County Departments for their review. The county responds in writing to the municipality prior to the First Reading of the annexation. At this moment,

Staff has not received the County's response but will make it available to Council immediately upon receipt and will include it as part of the backup material.

RECOMMENDATION:

Staff recommends that the Town Council review and consider Ordinance No. 779, approving the voluntary annexation request for Captain's Key, on first reading.

Attachment(s):

- 1. Proposed Ordinance No. 779;
- 2. Voluntary Annexation Request from Captain's Key, Inc.; and
- 3. Town Staff's Notification letter to PBC Administrator.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 779

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 21.11 ACRES AND LOCATED ON THE EAST SIDE OF U.S. HIGHWAY ONE SOUTH OF UNIVERSE BOULEVARD INCLUDING THE PLAT OF CAPTAIN'S KEY AND TWO ADJACENT PARCELS, AS MORE PARTICULARLY DESCRIBED HEREIN; DECLARING THAT THE VOLUNTARY ANNEXATION OF THE PROPERTY MEETS ALL LEGAL CRITERIA; DIRECTING TOWN STAFF TO DO ALL THINGS NECESSARY TO EFFECTUATE SAID ANNEXATION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council for the Town of Juno Beach has received a written petition ("Petition") from the owners of property located within the plat of Captain's Key and two adjacent parcels located on the east side of U.S. Highway One more particularly described in Exhibit "A" ("Property") requesting that the Property be annexed into the Town; and

WHEREAS, the Town Council determines that: (1) the Petition meets the criteria for voluntary annexation set forth in Section 171.044, Florida Statutes, in that the Property is currently located within unincorporated Palm Beach County, is contiguous to the Town, is reasonably compact, and the annexation of the Property will not result in the creation of enclaves; and (2) the Petition for annexation bears the signatures of all owners of the Property; and

WHEREAS, the Property is within the Town's future annexation area, and the annexation is consistent with Objective 8 of the Future Land Use Element of the Town's Comprehensive Plan; and

WHEREAS, the Town Council has determined that the annexation of the Property into the Town is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby approves the Petition and annexes into the Town approximately 21.11 acres of real property described in Exhibit "A" attached

**DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUNO BEACH**

EXHIBIT "A"

**LOTS IN AND AROUND PLAT OF CAPTAIN'S KEY
FOR ANNEXATION**

LEGAL DESCRIPTION

ALL OF LOTS 3 THROUGH 31, TRACT "A", TRACT "B", AND A PORTION OF LOT 2, PLAT OF CAPTAIN'S KEY, RECORDED IN PLAT BOOK 28, PAGES 176 AND 177, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; TOGETHER WITH ROAD RIGHT-OF-WAYS FOR CAPTAIN'S KEY DRIVE, CAPTAIN'S LANDING AND OYSTER BAY, AS DESCRIBED IN OFFICIAL RECORD BOOK 20265, PAGE 1382, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH PARCEL OF UNPLATTED LANDS IN GOVERNMENT LOT 6, SECTION 33, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

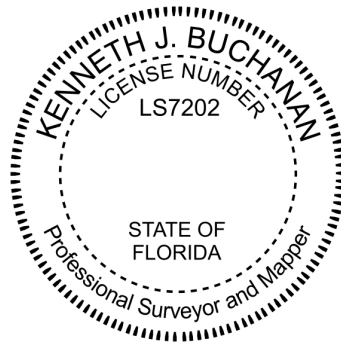
BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF CAPTAIN'S KEY, THENCE ALONG THE SOUTH LINE OF LOTS 12 AND 13, OF SAID CAPTAIN'S KEY, SAID LINE BEING PARALLEL WITH AND 24.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, TO THE SOUTH LINE OF SAID SECTION 33, NORTH 89°45'33" WEST, A DISTANCE OF 488.91 FEET TO A POINT OF CURVATURE ON THE SOUTH LINE OF SAID LOT 12, SAID CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.87 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE AND CONTINING ALONG SAID SOUTH LINE OF LOT 12 AND THE WEST LINE OF SAID LOT 12, THROUGH A CENTRAL ANGLE OF 105°37'30", A DISTANCE OF 139.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST LINE OF LOT 12 AND ALONG THE WEST LINE OF LOTS 9 THROUGH 11, OF SAID CAPTAIN'S KEY, NORTH 15°51'57" EAST, A DISTANCE OF 571.67 FEET TO A POINT ON THE SOUTH LINE OF LOT 8, OF SAID CAPTAIN'S KEY; THENCE ALONG SAID SOUTH LINE OF LOT 8, NORTH 67°57'02" WEST, A DISTANCE OF 40.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, CAPTAIN'S KEY; THENCE NORTH 15°51'57" EAST ALONG THE WEST LINES OF SAID LOTS 6 THROUGH 8, CAPTAIN'S KEY, A DISTANCE OF 351.87 FEET TO THE SOUTHEAST CORNER OF TRACT "B", OF CAPTAIN'S KEY; THENCE ALONG SAID SOUTH LINE OF TRACT "B", NORTH 74°08'03" WEST, A DISTANCE OF 171.68 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B" AND A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON SAID PLAT OF CAPTAIN'S KEY; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, NORTH 15°51'57" EAST, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A" OF CAPTAIN'S KEY; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, NORTH 15°51'57" EAST, A DISTANCE OF 268.01 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF SEMINOLE LANDING, RECORDED IN PLAT BOOK 30, PAGES 35 AND 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF SEMINOLE LANDING AND ALONG THE NORTH LINE OF LOT 31 OF CAPTAIN'S KEY AND ITS WESTERLY PROLONGATION, SOUTH 79°18'54" EAST, A DISTANCE OF 590.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 31, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 90.00 FEET AND A RADIAL BEARING OF SOUTH 79°18'54" EAST; THENCE ALONG THE NORTHEASTERLY LINES OF LOTS 28 THROUGH 31 OF CAPTAIN'S KEY

CONTINUED ON SHEET 2

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: DECEMBER 5, 2023

LIDBERG LAND SURVEYING, INC.



ABBREVIATIONS:

- CB = CHORD BEARING
- D = CENTRAL ANGLE
- L = LENGTH
- R = RADIUS
- ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

BY: _____
KENNETH J. BUCHANAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7202



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\AUTOCAD2000\334143\28-176\23-112\dwg\23-112-303.dwg			
REF.			
FLD. -	FB. -	PG. -	JOB 23-112-303
OFF. A.C.B.	-	-	DATE 12/04/2023
CKD. K.J.B.	SHEET 1	OF 4	DWG. A23-112

**DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUNO BEACH**

**LOTS IN AND AROUND PLAT OF CAPTAIN'S KEY
FOR ANNEXATION**

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1

FOR THE FOLLOWING FIVE COURSES; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°52'21", A DISTANCE OF 17.08 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 107°00'00", A DISTANCE OF 69.09 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 213.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°21'40", A DISTANCE OF 98.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80°49'35" EAST, A DISTANCE 217.71 FEET TO A POINT OF CURVATURE ON THE NORTH LINE OF LOT 28 OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.26 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE EAST LINE OF SAID LOT 28, THROUGH A CENTRAL ANGLE OF 127°12'07", A DISTANCE OF 71.62 FEET TO A POINT OF TANGENCY; THENCE ALONG THE EAST LINE OF LOTS 13 THROUGH 28, OF CAPTAIN'S KEY FOR THE FOLLOWING TWELVE COURSES; THENCE SOUTH 46°22'32" WEST, A DISTANCE OF 34.38 FEET; THENCE SOUTH 89°09'08" EAST, A DISTANCE OF 7.16 FEET; THENCE SOUTH 03°29'52" WEST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 46°00'00" WEST, A DISTANCE OF 81.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", A DISTANCE OF 46.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 80°49'35" WEST, A DISTANCE OF 187.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 112.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°35'58", A DISTANCE OF 200.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03°25'33" EAST, A DISTANCE OF 65.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 256.05 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°40'00", A DISTANCE OF 190.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39°14'27" WEST, A DISTANCE OF 200.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°00'00", A DISTANCE OF 366.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°47'35", A DISTANCE OF 93.71 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL 919,337 SQUARE FEET, OR 21.11 ACRES OF LAND, MORE OR LESS.



LB4431

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CAD. K:\AUTOCAD2000\334143\28-176\23-112\dwg\23-112-303.dwg

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OFF.	A.C.B.	-	-	DATE	12/04/2023
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CKD.	K.J.B.	SHEET	2	OF	4	DWG.	A23-112
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CONTAINING A TOTAL 919,337 SQUARE FEET, OR 21.11 ACRES OF LAND, MORE OR LESS.

TOWN OF JUNO BEACH
RECEIVED
NOV 15 2023
TIME: 9:00am

PETITION FOR ANNEXATION

To: Town Council
Town of Juno Beach
340 Ocean Avenue
Juno Beach, FL 33408

THE UNDERSIGNED, being Owner of parcels of real property located in unincorporated Palm Beach County, within the community of Captains Key as described in Attachment A, hereby file this petition for voluntary annexation pursuant to Section 171.044, Florida Statutes.

The below property owners hereby respectfully request that said property, which is contiguous to the territorial limits of the Town of Juno Beach, Florida, be annexed to and included within the territorial limits of the Town of Juno beach.

The undersigned further certifies that he/she is the property owner for the listed property that each individual has signed for or is duly authorized to represent the owner of the property in matters related to this request.

SIGNATURE	OWNER_NAME	OWNER_NA_1	SITE_ADDR_	PARCEL_NUM
<i>see attached</i>	12041 CAPTAINS LANDING LLC		12041 CAPTAINS LNDG FI 33408	00434133080000110
<i>see attached</i>	12096 CAPTAINS LANDING LLC		12114 CAPTAINS LNDG FI 33408	00434133080000180
<i>[Signature]</i>	BANISTER JOHN R & <i>[Signature]</i>	BANISTER LYNN M	12127 CAPTAINS LNDG FI 33408	00434133080000080
<i>SEE ATTACHED</i>	BIGGINS JOSEPH F &	BIGGINS LAURA L	12132 CAPTAINS LNDG FI 33408	00434133080000190
<i>SEE ATTACHED</i>	BOARDMAN CHRISTOPHER &	BOARDMAN GAIL	1262 OYSTER BAY FI 33408	00434133080000270
<i>[Signature]</i>	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
<i>[Signature]</i>	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
<i>[Signature]</i>	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
<i>[Signature]</i>	CAPTAINS KEY PROPERTY	JOHN R BANISTER C/O	12220 CAPTAINS KEY DR FI 33408	<i>00434133080000340</i> 00434133080000330

<i>William L Cini</i>	CINI WILLIAM L & M	CINI MARCIA M	12071 CAPTAINS LNDG FI 33408	00434133080000100
<i>John Cobb</i>	COBB JAN	COBB CHRISTOPHER TR	12184 CAPTAINS LNDG FI 33408	00434133080000220
<i>Margaretta B. Curry</i>	CURRY MARGRETTA B	CURRY MARGRETTA B TR	12150 CAPTAINS LNDG FI 33408	00434133080000200
<i>Beverly Dimare</i>	DIMARE BEVERLY	DIMARE BEVERLY TR	1294 OYSTER BAY FI 33408	00434133080000260
<i>Rob Finkbeiner</i>	FINKBEINER BRAD M &	WOO ROBYN LAI WUN	12170 CAPTAINS LNDG FI 33408	00434133080000210
<i>George Manju & Sabu</i>	GEORGE MANJU &	GEORGE SABU	12204 CAPTAINS LNDG FI 33408	00434133080000230
<i>Jave Yefry Z & Victoria</i>	JAVE YEFRY Z &	JAVE VICTORIA	12171 CAPTAINS LNDG FI 33408	00434133080000060
<i>Jones Russell Bond & Christine Campagnolo</i>	JONES RUSSELL BOND &	JONES CHRISTINE CAMPAGNOLO	12101 CAPTAINS LNDG FI 33408	00434133080000090
<i>Mahoney James H III</i>	MAHONEY JAMES H III		1345 OYSTER BAY FI 33408	00434133080000302
<i>Mann Dean S</i>	MANN DEAN S	MANN DEAN S TR	1263 OYSTER BAY FI 33408	00434133080000280
<i>Michael Sherry</i>	MICHAEL SHERRY		12014 CAPTAINS LNDG FI 33408	00434133080000130
<i>Moss Jonathan D & Cythlen D</i>	MOSS JONATHAN D &	MOSS CYTHLEN D	1318 OYSTER BAY FI 33408	00434133080000240
<i>Murphy Carol L</i>	MURPHY CAROL L		12054 CAPTAINS LNDG FI 33408	00434133080000150
<i>Noga Raymond A & Karen M</i>	NOGA RAYMOND A &	NOGA KAREN M	12015 CAPTAINS LNDG FI 33408	00434133080000120
<i>see attached</i>	ONEILL CHRISTINE A		12098 CAPTAINS LNDG FI 33408	00434133080000170
<i>Parker Thomas W & Kristin A</i>	PARKER THOMAS W &	PARKER KRISTIN A	12205 CAPTAINS LNDG FI 33408	00434133080000050
<i>Pearsall Stuart K & Dana R</i>	PEARSALL STUART K &	PEARSALL DANA R	1303 OYSTER BAY FI 33408	00434133080000290
<i>Pegler Keley</i>	PEGLER KELEY		12147 CAPTAINS LNDG FI 33408	00434133080000070
<i>Salour Nader</i>	SALOUR NADER	SALOUR NADER TR	12260 CAPTAINS LNDG FI 33408	00434133080000301

Shawn D Shapiro M.D.

SHAPIRO LYNN A &	SHAPIRO STEVEN D	12040 CAPTAINS LNDG FI 33408	00434133080000140
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SPIEGEL ROBERT I			00434133000060030
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SPIEGEL ROBERT I		12247 CAPTAINS LNDG FI 33408	00434133080000021
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TRIPURANENI KRISHNA &	TRIPURANENI NIRMALA	12078 CAPTAINS LNDG FI 33408	00434133080000160
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WILSON DWIGHT E &	WILSON DIANE C		00434133000007150
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WILSON DWIGHT E &	WILSON DIANE C	12229 CAPTAINS LNDG FI 33408	00434133080000040
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Don C. Miller

Attachment A

All of those lands described in the plat of CAPTAINS KEY, recorded in Plat Book 8, Page 176 and 177, Public Records of Palm Beach County, Florida, as modified in Official Record Book 2160, Pages 340-344, Palm Beach County, Florida; less and excepting therefrom those lands replatted by the plat of Seminole Landing as recorded in Plat Book 30, Pages 35 and 36, public records of Palm Beach County, Florida.

To include:

33-41-43, SLY 200.03 FT OF WLY 50 FT OF GOV LT 6 & NLY 193
 FT OF WLY 120 FT OF SW 1/4 LYG S OF & ADJ TO LT 6 OF
 PB30P35 & E OF & ADJ TO E R/W LI OF US HWY 1

And

33-41-43, SLY 76.56 FT OF TH PT OF SW 1/4 LYG NLY OF & ADJ
 THERETO N LI OF TR A & LYG WLY OF & ADJ THERETO W LI OF LT 4
 OF PL OF CAPTAINS KEY & ELY OF & ADJ THERETO E R/W LI OF US

PETITION FOR ANNEXATION

To: Town Council
 Town of Juno Beach
 340 Ocean Avenue
 Juno Beach, FL 33408

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DocuSigned by: <i>Anne K. Droppert</i> 06B5D56A93C744E...	12096 CAPTAINS LANDING LLC		12114 CAPTAINS LNDG FI 33408	00434133080000180
	BANISTER JOHN R &	BANISTER LYNN M	12127 CAPTAINS LNDG FI 33408	00434133080000080
	BIGGINS JOSEPH F &	BIGGINS LAURA L	12132 CAPTAINS LNDG FI 33408	00434133080000190
	BOARDMAN CHRISTOPHER &	BOARDMAN GAIL	1262 OYSTER BAY FI 33408	00434133080000270
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY PROPERTY	JOHN R BANISTER C/O	12220 CAPTAINS KEY DR FI 33408	00434133080000330

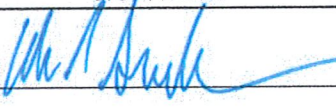
PETITION FOR ANNEXATION

To: Town Council
 Town of Juno Beach
 340 Ocean Avenue
 Juno Beach, FL 33408

THE UNDERSIGNED, being Owner of parcels of real property located in unincorporated Palm Beach County, within the community of Captains Key as described in Attachment A, hereby file this petition for voluntary annexation pursuant to Section 171.044, Florida Statutes.

The below property owners hereby respectfully request that said property, which is contiguous to the territorial limits of the Town of Juno Beach, Florida, be annexed to and included within the territorial limits of the Town of Juno beach.

The undersigned further certifies that he/she is the property owner for the listed property that each individual has signed for or is duly authorized to represent the owner of the property in matters related to this request.

SIGNATURE	OWNER_NAME	OWNER_NA_1	SITE_ADDR_	PARCEL_NUM
	12041 CAPTAINS LANDING LLC		12041 CAPTAINS LNDG FI 33408	00434133080000110
	12096 CAPTAINS LANDING LLC		12114 CAPTAINS LNDG FI 33408	00434133080000180
	BANISTER JOHN R &	BANISTER LYNN M	12127 CAPTAINS LNDG FI 33408	00434133080000080
	BIGGINS JOSEPH F &	BIGGINS LAURA L	12132 CAPTAINS LNDG FI 33408	00434133080000190
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	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY PROPERTY	JOHN R BANISTER C/O	12220 CAPTAINS KEY DR FI 33408	00434133080000330

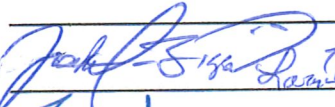
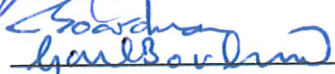
PETITION FOR ANNEXATION

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 Town of Juno Beach
 340 Ocean Avenue
 Juno Beach, FL 33408

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	12096 CAPTAINS LANDING LLC		12114 CAPTAINS LNDG FI 33408	00434133080000180
	BANISTER JOHN R &	BANISTER LYNN M	12127 CAPTAINS LNDG FI 33408	00434133080000080
	BIGGINS JOSEPH F &	BIGGINS LAURA L	12132 CAPTAINS LNDG FI 33408	00434133080000190
	BOARDMAN CHRISTOPHER &	BOARDMAN GAIL	1262 OYSTER BAY FI 33408	00434133080000270
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY DEPENDENT DISTRICT	SPECIAL DIST SERV INC C/O	1520 CAPTAINS KEY DR FI 33408	00434133080010000
	CAPTAINS KEY PROPERTY	JOHN R BANISTER C/O	12220 CAPTAINS KEY DR FI 33408	00434133080000330

CINI WILLIAM L &	CINI MARCIA M	12071 CAPTAINS LNDG FI 33408	00434133080000100
COBB JAN	COBB CHRISTOPHER TR	12184 CAPTAINS LNDG FI 33408	00434133080000220
CURRY MARGRETTA B	CURRY MARGRETTA B TR	12150 CAPTAINS LNDG FI 33408	00434133080000200
DIMARE BEVERLY	DIMARE BEVERLY TR	1294 OYSTER BAY FI 33408	00434133080000260
FINKBEINER BRAD M &	WOO ROBYN LAI WUN	12170 CAPTAINS LNDG FI 33408	00434133080000210
GEORGE MANJU &	GEORGE SABU	12204 CAPTAINS LNDG FI 33408	00434133080000230
JAVE YEFRY Z &	JAVE VICTORIA	12171 CAPTAINS LNDG FI 33408	00434133080000060
JONES RUSSELL BOND &	JONES CHRISTINE CAMPAGNOLO	12101 CAPTAINS LNDG FI 33408	00434133080000090
MAHONEY JAMES H III		1345 OYSTER BAY FI 33408	00434133080000302
MANN DEAN S	MANN DEAN S TR	1263 OYSTER BAY FI 33408	00434133080000280
MICHAEL SHERRY J		12014 CAPTAINS LNDG FI 33408	00434133080000130
MOSS JONATHAN D &	MOSS CYTHLEN D	1318 OYSTER BAY FI 33408	00434133080000240
MURPHY CAROL L		12054 CAPTAINS LNDG FI 33408	00434133080000150
NOGA RAYMOND A &	NOGA KAREN M	12015 CAPTAINS LNDG FI 33408	00434133080000120
ONEILL CHRISTINE A		12098 CAPTAINS LNDG FI 33408	00434133080000170
PARKER THOMAS W &	PARKER KRISTIN A	12205 CAPTAINS LNDG FI 33408	00434133080000050
PEARSALL STUART K &	PEARSALL DANA R	1303 OYSTER BAY FI 33408	00434133080000290
PEGLER KELEY		12147 CAPTAINS LNDG FI 33408	00434133080000070
SALOUR NADER	SALOUR NADER TR	12260 CAPTAINS LNDG FI 33408	00434133080000301

Christine A. O'Neill



TOWN OF JUNO BEACH
PLANNING AND ZONING DEPARTMENT

340 OCEAN DRIVE
JUNO BEACH, FL 33408
PHONE: 561.626.1122 • FAX: 561.775.0812
WEBSITE: www.juno-beach.fl.us

Item #12.

November 20, 2023

Ms. Verdenia C. Baker
County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Mr. Kevin Fischer, AICP
Planning Director
2300 North Jog Road
West Palm Beach, FL 33411

Re: Town of Juno Beach – Proposed Annexation, Captains Key and two individual parcels of land.

Dear Ms. Baker and Mr. Fischer,

The Town has received a petition for voluntary annexation of 21.17 acres of land which are currently unincorporated. Attached to this letter for your review and comment please find:

1. A copy of the applicant's request/signed petition for annexation;
2. A copy of the County's Annexation Information Sheet, location map, and key;
3. The Town's Future Land Use Map with the subject property identified;
4. The Town's Zoning Map with the subject property identified;
5. A copy of the Official Town of Juno Beach Annexation Map;
6. A copy of the County Future Land Use Map with the subject property; and
7. A copy of the County Zoning Map with the subject property.

The current County Future Land Use classification for both, Captain's Key and two individual lots, are Residential Low Density and the current County Zoning District for Captain's Key is RS – Single Family Residential, and for the two individual lots are RH – Multi-Family (High Density). The Town plans to act on December 13th, 2023 for the first reading of the proposed Ordinance for voluntary annexation, January 24th, 2024 for the second reading. Following the annexation process, the Town will change the Land Use of all properties to Medium Density Residential (up to 10 DU/AC)(MEDR) and Zoning Classification to Residential Multiple Family – Medium Density (RM-2).

If there is any further information that I could provide you with for your review, please do not hesitate to call me at 656-0306.

Thank you for your time and cooperation regarding this issue.

Sincerely,

Frank Davila, CFM.
Director of Planning and Zoning

- C. David Dyess, Town Manager
Len Rubin, Town Attorney
Caitlin Copeland-Rodriguez, Town Clerk
Nicole Delsoin, Planner



Meeting Name: Town Council Meeting
Meeting Date: November 15, 2023
Prepared By: Michael Ventura, Finance Director
Item Title: 2024 Health Insurance Renewals

DISCUSSION:

The Town's insurance broker Gehring Group went out for bids for the 2024 Health Insurance and other health related insurances. Florida Blue is the current provider and is the current year low bidder for 2024. Health insurance increased 6.7% for the upcoming year. There is no increase for dental, 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 is also recommending to continue allowing 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 to continue the same funding program for a Health Care Flexible Spending Account (FSA) for each employee to help offset some of the upfront costs of the plans. The annual contribution amount to each employee would be \$850 for employee only coverage and \$1,700 for dependent coverage. 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 \$285 monthly and the FSA contribution will remain \$500 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 0% increase. The Standard coverage for AD&D, Life, Short Term Disability and Long Term Disability remains unchanged with a 0% increase for 2024.

Vision insurance remained with the Florida Municipal Insurance Trust (FMIT), which was renewed on October 1, 2023 with a 0% increase.

All of the above recommendations are being made within the current funding of the 2023-2024 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 2024, effective January 1, 2024 to December 31, 2024.

	CURRENT				RENEWAL			
	PPO Plan		HMO Plan		PPO Plan		HMO Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible (CYD)								
Single	\$1,700	\$3,400	\$1,750	\$3,400	\$1,800	\$3,600	\$1,750	\$3,400
Family	\$3,400	\$6,800	\$3,500	\$6,800	\$3,600	\$7,200	\$3,500	\$6,800
Out of Pocket Maximum								
Single	\$3,700	\$7,400	\$5,300	\$7,400	\$3,700	\$7,400	\$5,300	\$7,400
Family	\$7,400	\$14,800	\$10,600	\$14,800	\$7,400	\$14,800	\$10,600	\$14,800
Coinsurance (Member)	10%	50%	20%	50%	10%	50%	20%	50%
Non-Hospital Services								
Primary Care Physician	VCP: \$0/ CYD + 10%	CYD + 50%	VCP: \$0/PCP: \$20 Copay	CYD + 50%	VCP: \$0/ CYD + 10%	CYD + 50%	VCP: \$0/PCP: \$20 Copay	CYD + 50%
Telemedicine	No Charge / CYD + 10%	Not Covered	No Charge / CYD + 10%	Not Covered	No Charge / CYD + 10%	Not Covered	No Charge / CYD + 10%	Not Covered
Specialist	VCP: \$20 / CYD + 10%	CYD + 50%	VCP: \$20 / \$50 Copay	CYD + 50%	VCP: \$20 / CYD + 10%	CYD + 50%	VCP: \$20 / \$50 Copay	CYD + 50%
Preventive Services	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Laboratory Services / X-Ray Services	VCP: \$20 / ICL: \$35 / IDTC: CYD + 10%	CYD + 50%	VCP: \$20 / ICL: \$50 / IDTC: CYD + 20%	CYD + 50%	VCP: \$20 / ICL: \$35 / IDTC: CYD + 10%	CYD + 50%	VCP: \$20 / ICL: \$50 / IDTC: CYD + 20%	CYD + 50%
Advanced Imaging - CT, PET, MRI	CYD + 10%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 10%	CYD + 50%	CYD + 20%	CYD + 50%
Urgent Care Center	VCP: \$0 1-2 Visits/CYD + 10%	CYD + 10%	VCP: \$0 1-2 Visits/\$55	CYD + 10%	VCP: \$0 1-2 Visits/CYD + 10%	CYD + 10%	VCP: \$0 1-2 Visits/\$55	CYD + 10%
Hospital Services								
Inpatient	CYD + 10%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 10%	CYD + 50%	CYD + 20%	CYD + 50%
Outpatient	CYD + 10%	CYD + 50%	CYD + 10%	CYD + 50%	CYD + 10%	CYD + 50%	CYD + 10%	CYD + 50%
Physician Services - Inpatient	CYD + 10%	INN CYD + 10%	ASC: 20%/Hosp: CYD + 20%	INN CYD + 10%	CYD + 10%	INN CYD + 10%	ASC: 20%/Hosp: CYD + 20%	INN CYD + 10%
Physician Services - Outpatient	CYD + 10%	INN CYD + 10%	\$100 Copay	INN CYD + 10%	CYD + 10%	INN CYD + 10%	\$100 Copay	INN CYD + 10%
Emergency Room	CYD + 10%	INN CYD + 10%	CYD + 20%	INN CYD + 10%	CYD + 10%	INN CYD + 10%	CYD + 20%	INN CYD + 10%
Mental Health/Substance Abuse								
Inpatient Services (At Hospital)	CYD + 10%	CYD + 10%	No Charge	CYD + 10%	No Charge	CYD + 10%	No Charge	CYD + 10%
Outpatient Office Visit (At Provider's Office)	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%
Outpatient (Other Services)	CYD + 10%	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%
Prescription Drug Benefit								
Tier 1	*Condition Care Rx - \$4/\$15	Not Covered	*Condition Care Rx - \$4,\$14/\$15,\$35	Not Covered	*Condition Care Rx - \$4/\$15	Not Covered	*Condition Care Rx - \$4,\$14/\$15,\$35	Not Covered
Tier 2	CYD + \$10		\$10/\$20		CYD + \$10		\$10/\$20	
Tier 3	CYD + \$30		\$30/\$40		CYD + \$30		\$30/\$40	
Tier 4	CYD + \$50		\$50/\$70		CYD + \$50		\$50/\$70	
Specialty Drugs	N/A	Not Covered	N/A	Not Covered	N/A	Not Covered	N/A	Not Covered
Specialty Drugs	CYD + \$150		\$150		CYD + \$150		\$150	
Mail-Order Drugs (90-Day Supply)	CYD + 2x Copay		2x Copay		CYD + 2x Copay		2x Copay	
Rates								
Employee	0	\$908.70	0	\$760.44	0	\$946.67	0	\$812.61
Employee + Spouse	6	\$1,817.41	6	\$1,520.87	6	\$1,893.34	6	\$1,625.22
Employee + Child(ren)	0	\$1,681.10	0	\$1,406.81	0	\$1,751.34	0	\$1,503.33
Employee + Family	6	\$2,589.81	6	\$2,167.25	6	\$2,698.01	6	\$2,315.95
Annual Total Cost	1	\$31,077.72	1	\$375,048.00	1	\$32,376.12	1	\$400,780.08
Aggregate Total	25	\$406,125.72	25	\$433,156.20	25	\$433,156.20	25	\$470,030.48
\$ Increase		N/A		N/A		N/A		N/A
% Increase		N/A		N/A		N/A		6.7%

*Covers Preventive Generic network Provider

	CURRENT		ALTERNATIVE #1	
	PPO Plan Florida Blue BlueOptions 18153 In-Network Out-of-Network	HMO Plan Florida Blue BlueCare 14354 In-Network Only BlueCare	PPO Plan Florida Blue BlueOptions Predictable Cost 18052 In-Network Out-of-Network	HMO Plan Florida Blue BlueCare 14353 In-Network Only BlueCare
Calendar Year Deductible (CYD)				
Single	\$1,700	\$1,750	\$1,800	\$2,000
Family	\$3,400	\$3,500	\$3,600	\$4,000
Out of Pocket Maximum				
Single	\$3,700	\$5,300	\$8,600	\$4,500
Family	\$7,400	\$10,600	\$17,200	\$9,000
Coinsurance (Member)	10%	20%	50%	20%
Non-Hospital Services				
Primary Care Physician	VCP: \$0/ CYD + 10%	VCP: \$0/PCP: \$20 Copay	VCP: \$0/ \$50	VCP: \$0/PCP: \$35 Copay
Telemedicine	No Charge / CYD + 10%	No Charge / \$50 Copay	No Charge / \$85	No Charge / \$60 Copay
Specialist	VCP: \$20 / CYD + 10%	VCP: \$20 / \$50 Copay	VCP: \$20 / \$85	VCP: \$20 / \$60 Copay
Preventive Services	No Charge	No Charge	No Charge	No Charge
Laboratory Services / X-Ray Services	VCP: \$20 / ICL: \$35 / IDTC: CYD + 10%	VCP: \$20 / ICL: \$50 / IDTC: CYD + 20%	VCP: \$20 / ICL: \$15 / IDTC: \$150	VCP: \$20 / ICL: \$50 / IDTC: CYD + 20%
Advanced Imaging - CT, PET, MRI	CYD + 10%	CYD + 20%	\$300	CYD + 20%
Urgent Care Center	VCP: \$0 1-2 Visits/CYD + 10%	VCP: \$0 1-2 Visits/\$55	VCP: \$0 1-2 Visits/\$50	VCP: \$0 1-2 Visits/\$65
Hospital Services				
Inpatient	CYD + 10%	CYD + 20%	CYD + 50%	CYD + 20%
Outpatient	CYD + 10%	CYD + 50%	CYD + 50%	CYD + 20%
Physician Services - Inpatient	CYD + 10%	ASC: 20%/Hosp: CYD + 20%	CYD + 50%	ASC: 20%/Hosp: CYD + 20%
Physician Services - Outpatient	CYD + 10%	\$100 Copay	CYD + 50%	\$100 Copay
Emergency Room	CYD + 10%	\$100 Copay	CYD + 50%	\$100 Copay
Mental Health/Substance Abuse	CYD + 10%	CYD + 20%	\$700	CYD + 20%
Inpatient Services (At Hospital)	CYD + 10%	No Charge	No Charge	No Charge
Outpatient Office Visit (At Provider's Office)	No Charge	No Charge	No Charge	No Charge
Outpatient (Other Services)	CYD + 10%	No Charge	No Charge	No Charge
Prescription Drug Benefit				
Tier 1	*Condition Care Rx - \$4/\$15	*Condition Care Rx - \$4,\$14/\$15,\$35	*Condition Care Rx Retail - \$4/\$30	*Condition Care Rx - \$4,\$14/\$15,\$35
Tier 2	CYD + \$10	\$10/\$20	\$15	\$10/\$20
Tier 3	CYD + \$30	\$30/\$40		\$30/\$40
Tier 4	CYD + \$50	\$50/\$70		\$50/\$70
Specialty Drugs	N/A	N/A	Pharmacy Deductible (\$5,000) + 50%	N/A
Mail-Order Drugs (90-Day Supply)	CYD + \$150	\$150	2x Retail (Generic/condition Care)	\$150
Rates				
Employee	PPO HMO			
Employee + Spouse	0 12	\$908.70	\$852.04	\$811.11
Employee + Child(ren)	0 6	\$1,817.41	\$1,704.08	\$1,622.21
Employee + Family	0 0	\$1,681.10	\$1,576.27	\$1,500.55
Annual Total Cost	1 24	\$31,077.72	\$29,199.72	\$2,311.65
Aggregate Total	25	\$406,125.72	\$429,177.48	\$400,037.76
\$ Increase		N/A	\$23,051.76	
% Increase		N/A	5.7%	

*Covers Preventive Generic
 *Covers Preventive Generic

	ALTERNATIVE #2			
	CURRENT		NHP POS	
	PPO Plan Florida Blue BlueOptions 18153 Out-of-Network	HMO Plan Florida Blue BlueCare 14354 In-Network Only	UnitedHealthcare UHC Choice Plus HSA Gold 1600 DIG4 L27 S In-Network	UnitedHealthcare UHC Choice Gold 2000 CWAA L27 S In-Network Only
Calendar Year Deductible (CYD)				
Single	\$1,700	\$1,750	\$1,600	\$2,000
Family	\$3,400	\$3,500	\$3,200	\$2,000/4000
Out of Pocket Maximum				
Single	\$3,700	\$5,300	\$7,000	\$6,000
Family	\$7,400	\$10,600	\$8,550	\$6,000/12000
Coinsurance (Member)	10%	20%	20%	20%
Non-Hospital Services				
Primary Care Physician	VCP: \$0/ CYD + 10%	VCP: \$0/PCP: \$20 Copay	CYD + 20%	\$25
Telemedicine	No Charge / CYD + 10%	No Charge / \$50 Copay	No Charge / No Charge	No Charge / No Charge
Specialist	VCP: \$20 / CYD + 10%	VCP: \$20 / \$50 Copay	CYD + 40%	\$80
Preventive Services	No Charge	No Charge	CYD + 40%	No Charge
Laboratory Services / X-Ray Services	VCP: \$20 / ICL: \$35 / IDTC: CYD + 10%	VCP: \$20 / ICL: \$50 / IDTC: CYD + 20%	CYD + 40%	ICL DPP: CYD + 20% / NDDP: CYD + 50% / IDTC: CYD + 20%
Advanced Imaging - CT, PET, MRI	CYD + 10%	CYD + 20%	\$500 POD + CYD + 40%	NDDP: \$400 / \$50 Copay
Urgent Care Center	VCP: \$0 1-2 Visits/CYD + 10%	VCP: \$0 1-2 Visits/\$55	CYD + 40%	
Hospital Services				
Inpatient	CYD + 10%	CYD + 20%	CYD + 20%	\$500 + CYD + 20%
Outpatient	CYD + 10%	CYD + 50%	CYD + 40%	ASC: \$250 + CYD + 20% /
Physician Services - Inpatient	CYD + 10%	INN CYD + 10%	CYD + 40%	CYD + 20%
Physician Services - Outpatient	CYD + 10%	INN CYD + 10%	CYD + 20%	CYD + 20%
Emergency Room	CYD + 10%	INN CYD + 10%	CYD + 20%	CYD + 20%
Mental Health/Substance Abuse				
Inpatient Services (At Hospital)	CYD + 10%	No Charge	CYD + 40%	CYD + 20%
Outpatient Office Visit (At Provider's Office)	No Charge	No Charge	CYD + 40%	\$25
Outpatient (Other Services)	CYD + 10%	No Charge	CYD + 20%	CYD + 20%
Prescription Drug Benefit				
Tier 1	*Condition Care Rx - \$4/\$15	*Condition Care Rx - \$4,\$14/\$15,\$35	CYD + \$10	\$10
Tier 2	CYD + \$10	\$10/\$20	CYD + \$10	\$40
Tier 3	CYD + \$30	\$30/\$40	CYD + \$40	\$150
Tier 4	CYD + \$50	\$50/\$70	CYD + \$150	\$300
Specialty Drugs	N/A	N/A	CYD + \$300	P: \$10/\$40/\$150/\$500 NP: \$20/\$80/\$300/\$1,000
Mail-Order Drugs (90-Day Supply)	CYD + \$150	\$150	Not Covered	2.5x Copay
Mail-Order Drugs (90-Day Supply)	CYD + 2x Copay	2x Copay	CYD + 2.5x Copay	
Rates				
Employee	0	\$908.70	\$1,030.95	\$1,034.86
Employee + Spouse	0	\$1,817.41	\$2,061.90	\$2,069.71
Employee + Child(ren)	0	\$1,681.10	\$1,907.26	\$1,914.48
Employee + Family	1	\$2,589.81	\$2,938.21	\$2,949.34
Annual Total Cost	1	\$31,077.72	\$375,048.00	\$510,391.44
Aggregate Total	25	\$406,125.72	\$545,649.96	\$139,524.24
\$ Increase		N/A		
% Increase		N/A		34.4%

*Covers Preventive Generic

**Town of Juno Beach
Dental PPO RFP Renewal Evaluation
Effective Date: January 1, 2024**



CURRENT

RENEWAL

SCHEDULE OF BENEFITS	Solstice Base Plan 11027		Solstice Buy-Up Plan 11431		Solstice Base Plan 11027		Solstice Buy-Up Plan 11431	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Plan Basics								
Annual Benefit Maximum		\$2,000*		\$2,500*		\$2,000*		\$2,500*
<u>Deductibles</u>								
Single	\$50	\$50	\$25	\$25	\$50	\$50	\$25	\$25
Family	\$150	\$150	\$75	\$75	\$150	\$150	\$75	\$75
Deductible Waived for Preventive & Diagnostic Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventive	100%	100%	100%	100%	100%	100%	100%	100%
Basic	90%	80%	100%	80%	90%	80%	100%	80%
Major	60%	50%	60%	50%	60%	50%	60%	50%
Orthodontic Services	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out-of-Network Reimbursement		Fee Schedule		90% R&C		Fee Schedule		90% R&C
Waiting Period		None		None		None		None
Orthodontic Maximum		\$1,000		\$1,500		\$1,000		\$1,500
Orthodontic Coverage		Child Only Ortho		Adult & Child Ortho		Child Only Ortho		Adult & Child Ortho
Endodontics / Periodontics		Basic		Basic		Basic		Basic
Rate Guarantee		Expires 12/31/2023		Expires 12/31/2023		Expires 12/31/2024		Expires 12/31/2024
Rates	11027	11431						
Employee	14	2						
Employee + Spouse	8	1	\$30.73	\$49.11	\$30.73	\$30.73	\$49.11	\$49.11
Employee + Child(ren)	2	0	\$61.49	\$98.21	\$61.49	\$61.49	\$98.21	\$98.21
Employee + Family	6	2	\$79.53	\$126.62	\$79.53	\$79.53	\$126.62	\$126.62
Monthly Premium	30	5	\$108.54	\$173.38	\$108.54	\$108.54	\$173.38	\$173.38
Annual Premium		35	\$1,732.44	\$543.19	\$1,732.44	\$1,732.44	\$543.19	\$543.19
Aggregate Total			\$20,789.28	\$6,518.28	\$20,789.28	\$20,789.28	\$6,518.28	\$6,518.28
\$ Increase/Decrease			\$27,307.56	N/A	\$27,307.56	\$27,307.56	\$0.00	\$0.00
% Increase/Decrease			N/A	N/A	N/A	N/A	0.0%	0.0%

*Includes BenefitsBooster Benefit

*Includes BenefitsBooster Benefit

*Includes BenefitsBooster Benefit

*Includes BenefitsBooster Benefit

*Includes BenefitsBooster Benefit

*Includes BenefitsBooster Benefit

Item #13.

Town of Juno Beach
 Dental PPO RFP Renewal Evaluation
 Effective Date: January 1, 2024



ALTERNATIVE #1

CURRENT

SCHEDULE OF BENEFITS	Solstice Base Plan 11027		Solstice Buy-Up Plan 11431		Humana FL PPO 01K INFS+		Humana FL PPO 01.5K INFS+	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Plan Basics								
Annual Benefit Maximum	\$2,000*		\$2,500*		\$2,000*		Unlimited	
<u>Deductibles</u>								
Single	\$50	\$50	\$25	\$25	\$50	\$50	\$25	\$50
Family	\$150	\$150	\$75	\$75	\$150	\$150	\$75	\$150
Deductible Waived for Preventive & Diagnostic Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventive	100%	100%	100%	100%	100%	100%	100%	100%
Basic	90%	80%	100%	80%	90%	80%	100%	80%
Major	60%	50%	60%	50%	60%	50%	60%	50%
Orthodontic Services	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out-of-Network Reimbursement	Fee Schedule		90% R&C		MAC		MAC	
Waiting Period	None		None		None		None	
Orthodontic Maximum	\$1,000		\$1,500		\$1,000		\$1,500	
Orthodontic Coverage	Child Only Ortho		Adult & Child Ortho		Adult & Child Ortho		Adult & Child Ortho	
Endodontics / Periodontics	Basic		Basic		Basic		Basic	
Rate Guarantee	Expires 12/31/2023		Expires 12/31/2023		Expires 12/31/2024		Expires 12/31/2024	
Rates	11027	11431						
Employee	14	2	\$30.73	\$49.11	\$41.07	\$47.24	\$47.24	\$47.24
Employee + Spouse	8	1	\$61.49	\$98.21	\$82.15	\$94.49	\$94.49	\$94.49
Employee + Child(ren)	2	0	\$79.53	\$126.62	\$110.21	\$128.56	\$128.56	\$128.56
Employee + Family	6	2	\$108.54	\$173.38	\$152.78	\$178.05	\$178.05	\$178.05
Monthly Premium	30	5	\$1,732.44	\$543.19	\$2,369.28	\$545.07	\$545.07	\$545.07
Annual Premium	35		\$20,789.28	\$6,518.28	\$28,431.36	\$6,540.84	\$6,540.84	\$6,540.84
Aggregate Total			\$27,307.56			\$34,972.20		\$34,972.20
\$ Increase/Decrease			N/A			\$7,664.64		\$7,664.64
% Increase/Decrease			N/A			28.1%		28.1%

*Includes BenefitsBooster Benefit *Includes BenefitsBooster Benefit *Includes extended annual max-30%

Basic Life with AD&D	The Standard	The Standard
Class Description	All FT Active EE's Working at least 25 Hours per Week	All FT Active EE's Working at least 25 Hours per Week
Class 1	All FT Active EE's Working at least 25 Hours per Week	All FT Active EE's Working at least 25 Hours per Week
Class 2	Retired employees who are at least 52 years of age or a Retired employee who has 25 years or more of service	Retired employees who are at least 52 years of age or a Retired employee who has 25 years or more of service
Features	Class 1: \$50,000 / Class 2: \$50,000	Class 1: \$50,000 / Class 2: \$50,000
Death Benefit	Class 1: \$50,000 / Class 2: \$50,000	Class 1: \$50,000 / Class 2: \$50,000
Waiver of Premium	Class 1: Included / Class 2: Not Included	Class 1: Included / Class 2: Not Included
Accelerated Death Benefit	Class 1: Included / Class 2: Not Included	Class 1: Included / Class 2: Not Included
Age Reduction Schedule (to)	65% at age 65 / 40% at age 70 / 20% at age 75	65% at age 65 / 40% at age 70 / 20% at age 75
Rate Guarantee Period	Expires 12/31/2025	Expires 12/31/2025
Cost		
Basic Life Rate / \$1,000	\$0.270	\$0.270
AD&D Rate / \$1,000	\$0.020	\$0.020
Estimated Volume	\$1,622,500	\$1,622,500
Retiree Volume	\$125,000	\$125,000
Total Monthly Premium	\$504.28	\$504.28
Total Annual Premium	\$6,051.30	\$6,051.30
% Increase	N/A	N/A
% Increase	N/A	N/A
Short Term Disability- Employer Paid	The Standard	The Standard
All Eligible Employees	All FT Active EE's Working at least 25 Hours per Week	All FT Active EE's Working at least 25 Hours per Week
Elimination Period	7 Days	7 Days
Benefit Percent	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200
Duration of Benefit	173 days	173 days
Rate Guarantee Period	Expires 12/31/2025	Expires 12/31/2025
Cost		
STD Rate / \$10	\$0.263	\$0.263
Estimated Volume	\$28,081	\$28,081
Monthly Premium	\$738.53	\$738.53
Annual Premium	\$8,862.36	\$8,862.36
% Increase	N/A	N/A
% Increase	N/A	N/A
Long Term Disability- Employer Paid	The Standard	The Standard
All Eligible Employees	All FT Active EE's Working at least 25 Hours per Week	All FT Active EE's Working at least 25 Hours per Week
Elimination Period	180 Days	180 Days
Own Occupation Period	2 Years	2 Years
Duration of Benefit	SSNRA	SSNRA
Disability Percentage Benefit	60%	60%
Maximum Monthly Benefit	\$6,000	\$6,000
Rate Guarantee Period	Expires 12/31/2025	Expires 12/31/2025
Cost		
LTD Rate / \$100	\$0.231	\$0.231
Estimated Volume	\$209,166	\$209,166
Monthly Premium	\$483.17	\$483.17
Annual Premium	\$5,798.08	\$5,798.08
% Increase	N/A	N/A
% Increase	N/A	N/A
Grand Total Monthly Premium	\$1,725.98	\$1,725.98
Grand Total Annual Premium	\$20,711.75	\$20,711.75
% Increase	0.0%	0.0%
% Increase	0.0%	0.0%

RENEWAL

CURRENT

Life & Disability Renewal Evaluation
Effective Date: January 1, 2024

**Town of Juno Beach
Executive Summary - Monthly Costs
Plan Year: January 1, 2024**



Item #13.

	CURRENT PLAN YEAR - 2023			RENEWAL PLAN YEAR -2024			
MEDICAL: HMO-BlueCare 14354	Florida Blue			Florida Blue			
ACTIVE EMPLOYEES	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	12	\$0.00	\$760.44	\$760.44	\$0.00	\$812.61	\$812.61
Employee + Spouse	6	\$380.21	\$1,140.66	\$1,520.87	\$406.31	\$1,218.91	\$1,625.22
Employee + Child(ren)	0	\$323.18	\$1,083.63	\$1,406.81	\$345.36	\$1,157.97	\$1,503.33
Employee + Family	6	\$703.40	\$1,463.85	\$2,167.25	\$751.67	\$1,564.28	\$2,315.95
	24						
MEDICAL: PPO-BlueOptions 18153	Florida Blue			Florida Blue			
ACTIVE EMPLOYEES	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	0	\$148.26	\$760.44	\$908.70	\$134.06	\$812.61	\$946.67
Employee + Spouse	0	\$676.75	\$1,140.66	\$1,817.41	\$674.43	\$1,218.91	\$1,893.34
Employee + Child(ren)	0	\$597.47	\$1,083.63	\$1,681.10	\$593.37	\$1,157.97	\$1,751.34
Employee + Family	1	\$1,125.96	\$1,463.85	\$2,589.81	\$1,133.73	\$1,564.28	\$2,698.01
	1						
Medical Monthly Premium	25	\$7,627.62	\$26,216.19	\$33,843.81	\$8,081.61	\$28,014.74	\$36,096.35
Medical Annual Premium		\$91,531.44	\$314,594.28	\$406,125.72	\$96,979.32	\$336,176.88	\$433,156.20
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$5,447.88	\$21,582.60	\$27,030.48
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	6.0%	6.9%	6.7%
DENTAL	Solstice			Solstice			
BASE PLAN - 11027	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	14	\$0.00	\$30.72	\$30.72	\$0.00	\$30.72	\$30.72
Employee + Spouse	8	\$15.39	\$46.10	\$61.49	\$15.39	\$46.10	\$61.49
Employee + Child(ren)	2	\$24.41	\$55.12	\$79.53	\$24.41	\$55.12	\$79.53
Employee + Family	6	\$38.91	\$69.63	\$108.54	\$38.91	\$69.63	\$108.54
	30						
DENTAL	Solstice			Solstice			
BUY-UP PLAN - 11431	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	2	\$18.39	\$30.72	\$49.11	\$18.39	\$30.72	\$49.11
Employee + Spouse	1	\$52.11	\$46.10	\$98.21	\$52.11	\$46.10	\$98.21
Employee + Child(ren)	0	\$71.50	\$55.12	\$126.62	\$71.50	\$55.12	\$126.62
Employee + Family	2	\$103.75	\$69.63	\$173.38	\$103.75	\$69.63	\$173.38
	5						
Dental Monthly Premium	35	\$701.79	\$1,573.70	\$2,275.49	\$701.79	\$1,573.70	\$2,275.49
Dental Annual Premium		\$8,421.48	\$18,884.40	\$27,305.88	\$8,421.48	\$18,884.40	\$27,305.88
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	0.0%	0.0%	0.0%
VISION*	UHC/FMIT			UHC/FMIT			
	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	15	\$0.00	\$5.71	\$5.71	\$0.00	\$5.71	\$5.71
Employee + Spouse	10	\$4.50	\$5.71	\$10.21	\$4.50	\$5.71	\$10.21
Employee + Child(ren)	1	\$4.65	\$5.71	\$10.36	\$4.65	\$5.71	\$10.36
Employee + Family	10	\$12.49	\$5.71	\$18.20	\$12.49	\$5.71	\$18.20
	36						
Vision Monthly Premium		\$174.55	\$205.56	\$380.11	\$174.55	\$205.56	\$380.11
Vision Annual Premium		\$2,094.60	\$2,466.72	\$4,561.32	\$2,094.60	\$2,466.72	\$4,561.32
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	0.0%	0.0%	0.0%

*Vision Rates are Effective 10/1/2023-09/30/2024

**Town of Juno Beach
Executive Summary - Monthly Costs
Plan Year: January 1, 2024**



Item #13.

	CURRENT PLAN YEAR - 2023			RENEWAL PLAN YEAR -2024		
	The Standard			The Standard		
	Employee	Employer	Total Premium	Employee	Employer	Total Premium
Basic Life/AD&D						
Basic Life/AD&D Volume	\$0	\$1,622,500	\$1,622,500	\$0	\$1,622,500	\$1,622,500
Retiree Life Volume	\$125,000	\$0	\$125,000	\$125,000	\$0	\$125,000
Basic Life Rate/\$1,000	\$0.270	\$0.270	\$0.270	\$0.270	\$0.270	\$0.270
AD&D Rate/\$1,000	\$0.000	\$0.020	\$0.020	\$0.000	\$0.020	\$0.020
	\$0.00					
Basic Life/AD&D Monthly Premium	\$33.75	\$470.53	\$504.28	\$33.75	\$470.53	\$504.28
Basic Life/AD&D Annual Premium	\$405.00	\$5,646.30	\$6,051.30	\$405.00	\$5,646.30	\$6,051.30
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
Short Term Disability						
Estimated Volume	\$0	\$28,081	\$28,081	\$0	\$28,081	\$28,081
STD Rate / \$10	\$0.000	\$0.263	\$0.263	\$0.000	\$0.263	\$0.263
STD Monthly Premium	\$0.00	\$738.53	\$738.53	\$0.00	\$738.53	\$738.53
STD Annual Premium	\$0.00	\$8,862.36	\$8,862.36	\$0.00	\$8,862.36	\$8,862.36
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
Long Term Disability						
Estimated Volume	\$0	\$209,166	\$209,166	\$0	\$209,166	\$209,166
LTD Rate / \$100	\$0.000	\$0.231	\$0.231	\$0.000	\$0.231	\$0.231
LTD Monthly Premium	\$0.00	\$483.17	\$483.17	\$0.00	\$483.17	\$483.17
LTD Annual Premium	\$0.00	\$5,798.08	\$5,798.08	\$0.00	\$5,798.08	\$5,798.08
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
TOTAL Monthly Premium	\$8,537.71	\$29,687.68	\$38,225.39	\$8,991.70	\$31,486.23	\$40,477.93
TOTAL Annual Premium	\$102,452.52	\$356,252.15	\$458,704.67	\$107,900.40	\$377,834.75	\$485,735.15
TOTAL \$ Increase / (Decrease)	n/a	n/a	n/a	\$5,447.88	\$21,582.60	\$27,030.48
TOTAL % Increase / (Decrease)	n/a	n/a	n/a	5.3%	6.1%	5.9%

**Town of Juno Beach
Executive Summary - Per Pay
Plan Year: January 1, 2024**



Item #13.

	CURRENT PLAN YEAR - 2023			RENEWAL PLAN YEAR -2024			
MEDICAL: HMO-BlueCare 14354	Florida Blue			Florida Blue			
ACTIVE EMPLOYEES	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	12	\$0.00	\$380.22	\$380.22	\$0.00	\$406.31	\$406.31
Employee + Spouse	6	\$190.11	\$570.33	\$760.44	\$203.15	\$609.46	\$812.61
Employee + Child(ren)	0	\$161.59	\$541.82	\$703.41	\$172.68	\$578.99	\$751.67
Employee + Family	6	\$351.70	\$731.93	\$1,083.63	\$375.84	\$782.14	\$1,157.98
	24						
MEDICAL: PPO-BlueOptions 18153	Florida Blue			Florida Blue			
ACTIVE EMPLOYEES	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	0	\$74.13	\$380.22	\$454.35	\$67.03	\$406.31	\$473.34
Employee + Spouse	0	\$338.38	\$570.33	\$908.71	\$337.21	\$609.46	\$946.67
Employee + Child(ren)	0	\$298.74	\$541.82	\$840.55	\$296.69	\$578.99	\$875.67
Employee + Family	1	\$562.98	\$731.93	\$1,294.91	\$566.87	\$782.14	\$1,349.01
	1						
Medical Per Pay Premium	25	\$3,813.84	\$13,108.07	\$16,921.91	\$4,040.79	\$14,007.39	\$18,048.18
Medical Annual Premium		\$91,532.16	\$314,593.56	\$406,125.72	\$96,978.96	\$336,177.24	\$433,156.20
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$5,446.80	\$21,583.68	\$27,030.48
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	6.0%	6.9%	6.7%
DENTAL	Solstice			Solstice			
BASE PLAN - 11027	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	14	\$0.00	\$15.36	\$15.36	\$0.00	\$15.36	\$15.36
Employee + Spouse	8	\$7.69	\$23.06	\$30.75	\$7.69	\$23.06	\$30.75
Employee + Child(ren)	2	\$12.20	\$27.57	\$39.77	\$12.20	\$27.57	\$39.77
Employee + Family	6	\$19.46	\$34.81	\$54.27	\$19.46	\$34.81	\$54.27
	30						
DENTAL	Solstice			Solstice			
BUY-UP PLAN - 11431	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	2	\$9.20	\$15.36	\$24.56	\$9.20	\$15.36	\$24.56
Employee + Spouse	1	\$26.05	\$23.06	\$49.11	\$26.05	\$23.06	\$49.11
Employee + Child(ren)	0	\$35.75	\$27.57	\$63.31	\$35.75	\$27.57	\$63.31
Employee + Family	2	\$51.88	\$34.81	\$86.69	\$51.88	\$34.81	\$86.69
	5						
Dental Per Pay Premium	35	\$350.88	\$786.87	\$1,137.75	\$350.88	\$786.87	\$1,137.75
Dental Annual Premium		\$8,421.12	\$18,884.76	\$27,305.88	\$8,421.12	\$18,884.76	\$27,305.88
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	0.0%	0.0%	0.0%
VISION*	UHC/FMIT			UHC/FMIT			
	Employee	Employer	Total Premium	Employee	Employer	Total Premium	
Employee	15	\$0.00	\$2.86	\$2.86	\$0.00	\$2.86	\$2.86
Employee + Spouse	10	\$2.25	\$2.86	\$5.11	\$2.25	\$2.86	\$5.11
Employee + Child(ren)	1	\$2.33	\$2.86	\$5.18	\$2.33	\$2.86	\$5.18
Employee + Family	10	\$6.25	\$2.86	\$9.10	\$6.25	\$2.86	\$9.10
	36						
Vision Per Pay Premium		\$87.28	\$102.78	\$190.06	\$87.28	\$102.78	\$190.06
Vision Annual Premium		\$2,094.60	\$2,466.72	\$4,561.32	\$2,094.60	\$2,466.72	\$4,561.32
TOTAL \$ Increase/(Decrease)		n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)		n/a	n/a	n/a	0.0%	0.0%	0.0%

*Vision Rates are Effective 10/1/2023-09/30/2024

**Town of Juno Beach
Executive Summary - Per Pay
Plan Year: January 1, 2024**



Item #13.

	CURRENT PLAN YEAR - 2023			RENEWAL PLAN YEAR -2024		
	The Standard			The Standard		
	Employee	Employer	Total Premium	Employee	Employer	Total Premium
Basic Life/AD&D						
Basic Life/AD&D Volume	\$0	\$1,622,500	\$1,622,500	\$0	\$1,622,500	\$1,622,500
Retiree Life Volume	\$125,000	\$0	\$125,000	\$125,000	\$0	\$125,000
Basic Life Rate/\$1,000	N/A	\$0.135	\$0.135	N/A	\$0.135	\$0.135
Retiree Life Rate/\$1,000 (Mthly)	\$0.270	N/A	\$0.270	\$0.270	N/A	\$0.270
AD&D Rate/\$1,000	\$0.000	\$0.010	\$0.010	\$0.000	\$0.010	\$0.010
	\$0.00					
Basic Life/AD&D Per Pay Premium	\$16.88	\$235.26	\$252.14	\$16.88	\$235.26	\$252.14
Basic Life/AD&D Annual Premium	\$405.00	\$5,646.30	\$6,051.30	\$405.00	\$5,646.30	\$6,051.30
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
Short Term Disability						
Estimated Volume	\$0	\$28,081	\$28,081	\$0	\$28,081	\$28,081
STD Rate / \$10	\$0.000	\$0.132	\$0.132	\$0.000	\$0.132	\$0.132
STD Per Pay Premium	\$0.00	\$369.27	\$369.27	\$0.00	\$369.27	\$369.27
STD Annual Premium	\$0.00	\$8,862.36	\$8,862.36	\$0.00	\$8,862.36	\$8,862.36
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
Long Term Disability						
Estimated Volume	\$0	\$209,166	\$209,166	\$0	\$209,166	\$209,166
LTD Rate / \$100	\$0.000	\$0.116	\$0.116	\$0.000	\$0.116	\$0.116
LTD Per Pay Premium	\$0.00	\$241.59	\$241.59	\$0.00	\$241.59	\$241.59
LTD Annual Premium	\$0.00	\$5,798.08	\$5,798.08	\$0.00	\$5,798.08	\$5,798.08
TOTAL \$ Increase/(Decrease)	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
TOTAL % Increase/(Decrease)	n/a	n/a	n/a	0.0%	0.0%	0.0%
TOTAL Per Pay Premium	\$4,268.87	\$14,843.82	\$19,112.69	\$4,495.82	\$15,743.14	\$20,238.96
TOTAL Annual Premium	\$102,452.88	\$356,251.79	\$458,704.67	\$107,899.68	\$377,835.47	\$485,735.15
TOTAL \$ Increase / (Decrease)	n/a	n/a	n/a	\$5,446.80	\$21,583.68	\$27,030.48
TOTAL % Increase / (Decrease)	n/a	n/a	n/a	5.3%	6.1%	5.9%



Meeting Name: Town Council
Meeting Date: December 13, 2023
Prepared By: F. Davila, CFM.
Item Title: Ordinance 781 – Demolition Permits

DISCUSSION:

At its April 3rd Planning and Zoning Board meeting, the Board gave consensus to recommend that the Town Council direct staff to draft an ordinance changing the Code to require notifying abutting property owners of any surrounding demolitions.

At the April 26th Town Council meeting, Council gave consensus to have staff draft an ordinance amending the Code to require notification of abutting property owners of any surrounding demolitions.

At the May 24, 2023, Town Council meeting, Council reviewed and discussed Ordinance No. 764. During the discussion, the contents of Senate Bill 250 was reviewed as Ordinance No. 764 may not be able to be adopted on second reading due to it being construed as more restrictive and burdensome. However, Attorney Torcivia advised the Council that it was able to proceed with the first reading. Town Council unanimously passed proposed Ordinance No. 764 on first reading.

At the July 26, 2023, Town Council meeting, Staff informed Council that Senate Bill 250 was approved by Governor DeSantis. It was staff's opinion that Ordinance No. 764, as proposed on first reading, created a more restrictive or burdensome amendment to the Town's Land Development Regulations (Chapter 34), and that its implementation and enforcement creates a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, and development permit, and that the implementation of the Ordinance would violate SB 250. Town Council unanimously denied proposed Ordinance 764 on second reading but had staff adopt a policy to notify neighboring property owners of upcoming demolitions.

Staff is proposing Ordinance No. 781 for Town Council's review. The Ordinance provides for the following (same as previously proposed Ord. No. 764):

- Provides the creation of Code Section 6-111 – Demolition Permits;
- Provides for the preservation of native vegetation to the maximum extent practicable;
- Provides for the submittal of an erosion control plan, parking plan, construction screening plan and a truck logistics plan;
- Provides for the property to be sodded within 10 working days if construction does not commence within 30 days of the demolition; and

- Provides for the owner to submit an affidavit confirming that notice to owners of all properties within 300 feet of proposed demolition has been provided.

RECOMMENDATION:

Staff recommends that the Town Council review and consider Ordinance No. 781.

Attachment(s):

- Copy of proposed Ordinance No. 781

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 781

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA AMENDING ARTICLE V, "PROPERTY MAINTENANCE AND CONSTRUCTION SITE STANDARDS," OF CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE TOWN CODE OF ORDINANCES TO ADOPT A NEW SECTION 6-111, "DEMOLITION PERMITS," TO PRESCRIBE THE STANDARDS AND CONDITIONS FOR THE ISSUANCE OF SUCH PERMITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Code neither provides standards for property subject to a demolition permit nor requires any notice of the issuance of such a permit to adjacent property owners; and

WHEREAS, the Planning and Zoning Board recommended the adoption of an ordinance amending the Town Code to require that adjacent property owners be notified of any demolitions, and Town Staff recommended the imposition of additional standards and conditions; and

WHEREAS, the Town Council has determined that adoption of this Ordinance is in the best interests of the health, safety and welfare of the residents and property owners of the Town of Juno Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and confirmed and are incorporated herein.

Section 2. The Town Council hereby amends Article V, "Property Maintenance and Construction Standards," of Chapter 6, "Buildings and Building Regulations," of the Town Code of Ordinances by adopting a new Section 6-111 to read as follows (additional language is underlined):

Sec. 6-111. Demolition permits.

Each application for a complete or major demolition permit shall be subject to the following standards and conditions:

- (a) Existing native vegetation shall be preserved on site to the maximum extent practicable.
- (b) An erosion control plan, parking plan, construction screening plan, and truck logistics plan shall be submitted with the permit application.

Ordinance No. 781
Page 3

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ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY



Meeting Name: Town Council
Meeting Date: December 13, 2023
Prepared By: F. Davila, CFM.
Item Title: Ordinance 780 – Harmony Criteria (1st Reading)

DISCUSSION:

At the December 14, 2022, Town Council meeting, Council gave consensus to have staff gather definitions from other municipalities for the term “harmony”.

At the March 6, 2023, Planning and Zoning Board meeting, the Board made a motion to recommend that Town Council direct staff to create an ordinance to define the term “harmony” by looking to the definitions used by the Village of North Palm Beach and City of Lake Worth Beach and add specific requirements to Section 34-116(b)(2) of the Town Code to address harmony utilizing language from the Town of Palm Beach.

At the March 22, 2023, Town Council meeting, Council gave direction to staff to proceed with drafting language to address the recommendation made by the Planning and Zoning Board.

At the May 1, 2023, Planning and Zoning Board meeting, the Board reviewed and discussed proposed Ordinance No. 763 and unanimously recommended to Town Council to adopt Ordinance No. 763.

At the May 24, 2023, Town Council meeting, Council reviewed and discussed Ordinance No. 763. During the discussion, the contents of Senate Bill 250 was reviewed as Ordinance No. 763 may not be able to be adopted on second reading due to it being construed as more restrictive and burdensome. However, Attorney Torcivia advised the Council that it was able to proceed with the first reading. Town Council unanimously passed proposed Ordinance No. 763 on first reading.

At the July 26, 2023, Town Council meeting, Staff informed Council that Senate Bill 250 was approved by Governor DeSantis. It was staff’s opinion that Ordinance No. 763, as proposed on first reading, created a more restrictive or burdensome amendment to the Town’s Land Development Regulations (Chapter 34), and that its implementation and enforcement creates a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, and development permit. Specifically, staff was concerned with addition of the 300 foot radius when determining harmony. Town Council reviewed and discussed Ordinance No. 763 on second reading and unanimously approved it with staff’s recommended change to remove the last sentence regarding the 300-foot radius.

At the December 4, 2023, Planning and Zoning Board meeting, the Board reviewed and discussed the previously approved language (approved by P&Z Board on May 1, 2023) for the requirements addressing the term “harmony” under code section 34-116(3)(b)(2). The Board made minor changes to the language and unanimously recommended that the Town Council approve Ordinance No. 780 as amended (additional language is underlined and deleted language is stricken through):

2. Is of a design and proportion which enhances and is in harmony with the area; The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of setback, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression. For the purpose of this section, the comparison of harmony between buildings shall consider the preponderance of buildings or structures within 300 feet from the proposed site within the same zoning district.

Please note that the previously approved language is not being changed (as approved in Ord. 763). This includes the definition for the terms *harmony*, *scale*, *mass*, *bulk*, and *proportion* under Code Section 34-4.

RECOMMENDATION:

Staff recommends that the Town Council consider proposed Ordinance No. 780 on first reading.

Attachment(s):

- Proposed Ordinance No. 780.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 780

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA AMENDING CHAPTER 34, "ZONING," OF THE TOWN CODE OF ORDINANCES TO ADDRESS HARMONY; AMENDING DIVISION 4, "SITE PLAN AND APPEARANCE REVIEW," OF ARTICLE II, "ADMINISTRATION AND ENFORCEMENT," BY AMENDING SECTION 34-116, "REQUIRED; CRITERIA," TO PROVIDE A DEFINED RADIUS WHEN DETERMINING HARMONY WITH THE AREA; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town's Zoning Code currently provides that when reviewing an application for site plan and appearance approval, the Planning and Zoning Board and the Town Council determine that the proposed project "is of a design and proportion which enhances and is in harmony with the area;" and

WHEREAS, at the recommendation of the Planning and Zoning Board, the Town Council wishes to amend Chapter 34, "Zoning," of the Town Code of Ordinances to provide additional criteria for determining harmony during site plan and appearance review; and

WHEREAS, the Town's Planning and Zoning Board has conducted a public hearing on this Ordinance and provided its recommendation to the Town Council; and

WHEREAS, the Town Council has determined that adoption of this Ordinance is in the best interests of the general welfare of the Town of Juno Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and confirmed and are incorporated herein.

Section 2. The Town Council hereby amends Division 4, "Site Plan and Appearance Review," of Article II, "Administration and Enforcement," of Chapter 34, "Zoning," of the Town Code of Ordinances by amending Section 34-116 "Required; criteria," to read as follows (additional language underlined):

Sec. 34-116. - Required; criteria.

No construction or clearing of land may begin in any district prior to review and approval of the site plan and appearance. The review shall consist of:

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b. Appearance review criteria.

1. Is of an architectural style representative of or reflecting the vernacular of Old Florida style which is indigenous to the town and which is commonly known and identified by its late Victorian (Key West Cracker), Spanish revival (Mediterranean), Modern (early to mid-20th century), or combination thereof style of architecture. Summarized briefly, common features of the vernacular of Old Florida style that identify the Victorian (Key West Cracker), and Spanish revival (Mediterranean) architectural style include wood or concrete block with stucco siding; simple pitched roofs; tile, metal, or asphalt roofs; ornate details such as but not limited to exposed soffits, individualized vent and louver shapes, reliefs, and detailed window and door treatments; lush landscaping with private yards; and use of porches, balconies and patios. Common features of the vernacular of Old Florida Style that identify the Modern (early to mid-20th century) architectural style include clean geometric lines, often at right angles; an emphasis on function; materials such as glass, steel, iron, and concrete; and the use of natural light through large and expansive windows;
2. Is of a design and proportion which enhances and is in harmony with the area. The concept of harmony shall not imply that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of setback, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression. For the purpose of this section, the comparison of harmony between buildings shall consider the preponderance of buildings or structures within three hundred (300) feet of the proposed site within the same zoning district.

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- 3. Elevator and stairwell shafts and other modern operations and features of a building shall be either completely concealed or shall incorporate the elements of the architectural style of the structure; rooftop equipment and elevator and mechanical penthouse protrusions shall be concealed; and parking garages and other accessory structures shall be designed with architectural features and treatments so that they are well proportioned and balanced and in keeping with the architectural style of the principal structure;
- 4. Shall have all on-site structures and accessory features (such as but not limited to light fixtures, benches, litter containers, including recycling bins, traffic and other signs, letter boxes, and bike racks) compatible in design, materials, and color;
- 5. Shall have a design in which buildings over 40 feet in height shall appear more horizontal or nondirectional in proportion rather than vertical, accomplished by the use of architectural treatments as described in these criteria;
- 6. Shall locate and design mechanical equipment with architectural treatments so that any noise or other negative impact is minimized;
- 7. Complies with the town's community appearance standards (see article IV, division 14 of this chapter).

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Juno Beach.

Section 4. If any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. All ordinances or parts of ordinances of the Town of Juno Beach, Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be effective immediately upon adoption.

Ordinance No. 780
Page 4

1 FIRST READING this ____ day of _____, 2024.
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3 SECOND, FINAL READING AND ADOPTION this ____ day of _____, 2024.
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7 _____
8 AYE NAY _____
9 ALEXANDER COOKE, MAYOR

10 _____
11 AYE NAY _____
12 PEGGY WHEELER, VICE MAYOR

13 _____
14 AYE NAY _____
15 MARIANNE HOSTA, VICE MAYOR PRO TEM

16 _____
17 AYE NAY _____
18 ELAINE K. COTRONAKIS, COUNCILMEMBER

19 _____
20 AYE NAY _____
21 DD HALPERN, COUNCILMEMBER

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23 ATTEST: APPROVED AS TO FORM AND LEGAL
24 SUFFICIENCY:

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28 CAITLIN COPELAND-RODRIGUEZ
29 TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY