



TOWN COUNCIL MEETING AGENDA

September 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.](#) Swearing in Major Mark Saloio
- [2.](#) Swearing in New Police Officer Matthew Ricci

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

- [3.](#) Town Council Meeting Minutes for August 23, 2023
- [4.](#) Kagan Park Playground Equipment Workshop Minutes - August 24, 2023

COUNCIL ACTION/DISCUSSION ITEMS

- [5.](#) Discussion on Polco's Survey Services
- [6.](#) Resolution 2023-13 – Amending the Town of Juno Beach Fee Booklet
- [7.](#) Building Official Contract Services Second Amendment
- [8.](#) Resolution No. 2023-14 – Creation of Building Code Restricted Reserve Account
- [9.](#) Approving the 2023-2024 Tentative Millage Rate
- [10.](#) Approving the 2023-2024 Tentative Budget and Other Items
- [11.](#) Ordinance No. 771 – 2022-2023 Budget Amendments
- [12.](#) Charter Review Committee Recommendations

COMMENTS FROM THE COUNCIL

ADJOURNMENT



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Caitlin E. Copeland-Rodriguez
Item Title: Swearing in Major Mark Saloio

DISCUSSION:

Chief of Police Smith will introduce, and Town Clerk Copeland-Rodriguez will swear in newly promoted Major Mark Saloio.



Meeting Name: Town Council Meetin
Meeting Date: September 13, 2023
Prepared By: Caitlin E. Copeland-Rodriguez
Item Title: Swearing in New Police Officer Matthew Ricci

DISCUSSION:

Chief of Police Smith will introduce, and Town Clerk Copeland-Rodriguez will swear in new Police Officer Matthew Ricci.

DRAFT - MINUTES
TOWN OF JUNO BEACH
TOWN COUNCIL REGULAR MEETING

August 23, 2023

Council Chambers/YouTube
340 Ocean Drive

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

ALSO PRESENT: DAVID DYESS, TOWN MANAGER
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
MICHAEL A. VENTURA, FINANCE DIRECTOR

ABSENT:
Audience: 36

CALL TO ORDER – 5:30PM

PLEDGE OF ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA (Time: 1:35 – 3:59)

Council gave unanimous consensus to move Item #20 up to Item #11 and move Consent Agenda Item #7 down to Item #12.

PRESENTATIONS (Time: 4:00 – 20:14)

1. Annual Contributions to Busch Wildlife Sanctuary and Loggerhead Marinelife Center
2. ~~Proclamation Honoring Palm Beach State College's 90th Anniversary~~
3. TextMyGov Service Demonstration

MOTION: Halpern/Hosta made a motion to approve the TextmyGov service.

Public Comments Opened at 5:48pm.

Public Comments Closed at 5:48pm.

ACTION: The motion passed unanimously.

COMMENTS FROM TOWN MANAGER, TOWN ATTORNEY, & STAFF (Time: 20:15 – 25:59)

Council gave unanimous consensus to have the November meeting on Wednesday, November 15, 2023 at 5:30pm; the December meeting on Wednesday, December 13, 2023 at 5:30PM.

Mayor Cooke, Vice Mayor Wheeler, Councilmember Cotronakis, and Councilmember Halpern gave consensus to revert the Holiday Party by the Lake back to two separate events: Christmas by the Lake on December 1, 2023 (5:30PM-7:30PM) and Hanukkah Celebration on Thursday, December 7, 2023 (5PM-6:30PM).

COMMENTS FROM THE PUBLIC (Time: 26:00 – 38:59)

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 5:54pm.

Public Comments Closed at 6:07pm.

CONSENT AGENDA (Time: 39:00 – 39:20)

4. Consider approving the July 26, 2023, Town Council Meeting Minutes
5. Proclamation – National Preparedness Month (September 2023)
6. Resolution 2023-11 – Announcing the 2024 Municipal Election
7. ~~Special Event Request – Craft Festival~~
8. Fiscal Year 2023-2024 Purchase Order Request
9. Proclamation – Honoring the 90th Anniversary of Palm Beach State College
10. Disposals

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

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

COUNCIL ACTION/DISCUSSION ITEMS (Time: 39:21 – 4:19:07) A Public Comment/Hearing Period was provided for each action/discussion item below.

11. Discussion on Creating a Veteran’s Day Event Committee

***MOTION:** Cotronakis/Wheeler made a motion to have the Juno Bech Police Foundation organize the Veterans Day event with staff oversight.*

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

12. Special Event Request – Craft Festival

***MOTION:** Halpern/Hosta made a motion to approve the Special Event Request subject to the applicant being responsible for the application process of the special event and all conditions and requirements following said application which includes any additional agency reviews/approvals/fees, such as the Palm Beach County Parks and Recreation Department, the Palm Beach County Traffic Division, and the Palm Beach County Fire and Rescue Department; with the additional condition of coordinating with staff to provide bicycle racks.*

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

13. Annual Garbage Collection Assessment

MOTION: Halpern/Cotronakis made a motion to approve the non-ad valorem assessment for garbage collection in the amount of \$242.04 per unit per year for Fiscal Year 2023-2024 and have the Mayor execute the Certificate of Non-Ad Valorem Assessment Roll.

ACTION: The motion passed unanimously.

14. Resolution No. 2023-12 – Major Site Plan Amendment Caretta Mixed-Use Project

MOTION: Cotronakis/Wheeler made a motion to approve Resolution No. 2023-12 in accordance with the new presentation that was provided to Council by the Developer subject to the elimination of all surface valet parking spaces and all the conditions outlined in the memorandum with the additional condition of having the traffic engineer review and approve the traffic circulation and parking plan.

ACTION: The motion passed unanimously.

Mayor Cooke recessed the meeting at 7:58pm.

Mayor Cooke reconvened the meeting at 8:07pm.

15. Public Hearing & Second Reading on Ordinance No. 768 – Prohibiting Gas-Powered Leaf Blowers

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 768 on second and final reading.

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

16. Request for Approval on Catering Services for Oktoberfest

MOTION: Wheeler/Cotronakis made a motion to have staff select the Oktoberfest caterer; presale tickets at \$10/resident and \$15/nonresident; and collect \$15 each at the door on the day of the event but only up to 50; in an amount not to exceed of \$6,000.

ACTION: The motion passed unanimously.

17. Public Hearing & First Reading on Ordinance No. 769 – Amending Chapter 7 - Floodplain Regulations

MOTION: Wheeler/Cotronakis made a motion to approve Ordinance No. 769 on first reading.

ACTION: The motion passed unanimously.

18. Public Hearing & First Reading on Ordinance No. 770 – Repeal of Ordinance No. 568

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 770 on first reading.

ACTION: The motion passed unanimously.

19. Florida Municipal Insurance Trust – Insurance Renewals

***MOTION:** Wheeler/Cotronakis made a motion approve the insurance renewals, at an approximate cost of \$263,176 for FY 2024 from the Florida Municipal Insurance Trust and Florida League of Cities, Inc. and forego the formal bidding process as it is deemed not practicable or advantageous to the Town.*

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

20. FY 2023-2024 Budget Discussion

Council gave consensus to bring back a discussion on Council salaries at a future meeting.

21. Discussion on Creating an Audit Overview Committee

***MOTION:** Halpern made a motion to proceed with an Audit Overview Committee and have staff work with the Town Attorney on creating scope of work and an application for a Council to review at a future meeting.*

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

Mayor Cooke passed the gavel to Vice Mayor Wheeler.

***MOTION:** Halpern/Cooke made a motion to create an Audit Overview Committee and have staff work with the Town Attorney on creating a draft Ordinance to bring back to Council for discussion.*

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

22. Discussion on Polco's Survey Services

(This Item will be moved to the September 13, 2023 meeting)

COMMENTS FROM COUNCIL (Time: 4:19:08 – 4:30:55)

Councilmember Halpern inquired about a slope review for JB0.

Mayor Cooke, Vice Mayor Pro Tem Hosta, and Councilmember Halpern gave consensus to have the discussion on a slope review for JB0 coincide with the mobi-mat discussion item at the next meeting.

Vice Mayor Pro Tem Hosta inquired about no election signs being allowed and for Council to stop meeting with developers individually.

Vice Mayor Wheeler commented on a master development plan.

Mayor Cooke inquired about a Parks and Recreation Committee item for discussion at a future meeting.

Mayor Cooke, Vice Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Halpern gave consensus to have a discussion item on a Parks and Beautification Committee at the next meeting.

ADJOURNMENT (Time: 4:30:56 - 4:31:05)

Mayor Cooke adjourned the meeting at 9:59pm.

Alexander Cooke, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk

DRAFT



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

Form submission from: PUBLIC COMMENTS

1 message

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

Wed, Aug 23, 2023 at 10:45 AM

Submitted on Wednesday, August 23, 2023 - 10:45am

Submitted by anonymous user: 172.58.131.180

Submitted values are:

First Name Nancy
Last Name Lodise
Address 1865 Pleasant Dr North Palm Beach, FL
Email Address nsilvio99@aol.com
Agenda Item Number (Ex: 1, 2, 3) public comments
Public Comment / Question Wish to speak

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19546>



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

Form submission from: PUBLIC COMMENTS

1 message

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

Wed, Aug 23, 2023 at 8:15 AM

Submitted on Wednesday, August 23, 2023 - 8:15am

Submitted by anonymous user: 99.118.244.99

Submitted values are:

First Name Charles
Last Name Hollings
Address 1679 Pleasant Drive
Email Address hollgrp@att.net
Agenda Item Number (Ex: 1, 2, 3) Comments from the Public.
Public Comment / Question Speak in person at the meeting.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19543>



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

Form submission from: PUBLIC COMMENTS

1 message

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

Wed, Aug 23, 2023 at 9:59 AM

Submitted on Wednesday, August 23, 2023 - 9:59am

Submitted by anonymous user: 73.205.130.200

Submitted values are:

First Name Anne

Last Name D'Souza

Address 1809 Ocala Road North Palm Beach

Email Address haranne@bellsouth.net

Agenda Item Number (Ex: 1, 2, 3) Pleasant Ridge ROW Park

Public Comment / Question

Please, Please, please, figure out a way to leave our ROW Park a park for the perpetual use of the public. We need to keep green space in our communities and a safe place for our kids and neighboring communities to enjoy a small piece of green shady coolness. With the opportunity to see a squirrel, rabbit, woodpecker, Atala/ coontie butterfly flit by their face. We have been promised a park by the Waterford/Lifespace, who have now bought up another WORKFORCE house on Pleasant Drive, will be interesting to see if Palm Beach County allows them to bulldoze those like they did the other seven properties that were purchased ever so "discreetly" 20 plus years ago. We have been battling this overtaking of our single family workforce housing neighborhood ever since.

Please use your common sense and compassion and keep our ROW Park for the perpetual use of the public as it was intended.

Thank you.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19545>



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# _____ DATE 8/23/23

Name: Lola Hammer Phone#: _____

Representing: (if applicable) Pleasant Ridge P.O.A.

Address: _____

Check what may apply:

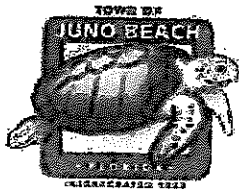
Support

Oppose

I wish to speak

I would like my comment read into the record

Comments: _____



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# Comments DATE 8, 23, 23

Name: David Cox Phone#: _____

Representing: (if applicable) _____

Address: _____

Check what may apply:

Support

Oppose

I wish to speak

I would like my comment read into the record

Comments: _____



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# 20% commercial DATE 8 / 23 / 23

Name: Mary Cappitelli Phone#: _____

Representing: (if applicable) Save Juno ~~Sea~~ Citizens

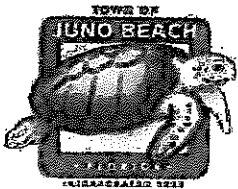
Address: 700 Ocean Royale way

Check what may apply:

- Support
- Oppose
- I wish to speak
- I would like my comment read into the record

Comments: _____

①



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# 20 DATE 8 / 23 / 2023

Name: TOM MURPHY Phone#: 561-719-5547

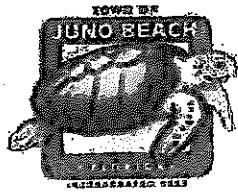
Representing: (if applicable) JB Police Foundation

Address: 340 OCEAN

Check what may apply:

- Support
- Oppose
- I wish to speak
- I would like my comment read into the record

Comments: _____



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# VETS DATE 8/24/23

Name: MICHAEL SHEA Phone#: 521-351-8546

Representing: (if applicable) VETS

Address: 13878 OLEANER AVE.

Check what may apply:

- Support
- Oppose.
- I wish to speak
- I would like my comment read into the record

Comments: _____



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

Caretta Project - Agenda Item # 12

1 message

Anne Bosso <annebosso@bossorealty.com>

Tue, Aug 22, 2023 at 5:55 PM

To: Caitlin Copeland <ccopeland@juno-beach.fl.us>, Alex Cooke <alex@alexandbianca.com>, Peggy Davies-Wheeler <cambriancorp@aol.com>, Marianne Hosta <mar.hosta@gmail.com>, DD Halpern <dd_halpern@yahoo.com>, Elaine Cotronakis <ecotronakis@juno-beach.fl.us>, Dave Dyess <ddyess@juno-beachfl.us>, Frank Davila <fdavila@juno-beach.fl.us>

Cc: Juno Beach POA <junobeachpoa@gmail.com>

Dear Council Members,

Unfortunately I have a family issue and I cannot attend tonight's meeting. If I could I would definitely be here so I am asking that my comments be read and included in the minutes of the meeting.

The Caretta Project is asking for five (5) revisions to their plan. It has been a long history with developers and Juno Beach for developers to come into town with a plan, have it approved and then start revising it. Why do we spend hundreds of hours of staff, council, attorney, and residents time to approve a project only to have it overturned? It's disingenuous on the developer's part. Everyone has experienced items when they are building or remodeling that are either overlooked or that did not quite make sense once building begins. However, typically the developers want changes that will benefit them, with little or no consideration with how these changes will affect the Town. If Mr. Letchinger wants a Major Amendment to his plan he needs to make a Major Concession to the Town. What happened to Quid-Pro-Quo? I can think of 100 things the town could use, starting with a landscape median from the bridge east to this project and on to the ocean. It would enhance the entrance to the Caretta Project as well and the entrance to town. I urge the council to not fold to another developer. Say "No" or bargain and get something in return. It is not a one way street.

Also, in my opinion, each of these change requests should be addressed as five DIFFERENT items rather than as one item as was approved by P&Z. All five (5) items have different impacts on the project and the Town.

- 1) Additional residential unit. An additional unit is not all bad although it extends the approval. The advantage to the town is that the tax benefits from two units should be greater than the tax benefits of one unit. HOWEVER, what about parking? If we allow a unit to be divided the town needs to add parking for that additional unit.
- 2) Reduced and reconfigure the size of the underground parking garage: If the developer wants to it is okay but he cannot reduce the number of the total parking spaces that were originally approved.
- 3) Shared parking reducing total parking spaces. Parking was part of the approval process. Although the reduction in spaces still meets the minimum requirements we have a corner with a high-end development. Why would we want to put minimum parking in a project of this type. Also, parking is one of the biggest problems in today's world. Most people, especially people in units over \$1M have more than 1 car. Many 2 family homes have 3 or more cars. I am adamantly opposed in any reduction in parking. As a matter of fact, if the council agrees to an additional unit, they need to require an INCREASE not a DECREASE in parking. (see #1 above)
- 4) Valet Parking - using valet for the restaurant component is one thing, however using it for the retail component is not acceptable. The retail market is having trouble as it is. People want to be able to drive up to a store, park, get what they need and leave. Having to use valet service will only hinder an already dying market. Town needs to do everything it can to promote and support retail establishments. Promises and legal documents of "ownership of parking spaces" does nothing to help consumers. They want ease of shopping. Even if valet is free, users feel obligated to tip the parking attendants, and they are required to wait in line for their cars.
- 5) Outdoor Dining - Once again a departure from the already approved site plan. Why? Who does this benefit? The residents of Juno Beach or the developer?

Anne Bosso



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# _____ DATE 8 / 23 / 2023

Name: Diana Davis Phone#: _____

Representing: (if applicable) _____

Address: 440 Sunset Way

Check what may apply:

- Support
- Oppose
- I wish to speak
- I would like my comment read into the record

Comments: _____



Town of Juno Beach

Public Comment Card for Town Council and Planning & Zoning Board Meetings

Any citizen wishing to speak should complete this card and give it to the Town Clerk prior to the start of the meeting.

AGENDA ITEM# 12 DATE 8 / 23 / 2023

Name: Jaimie Schider-Heisel Phone#: 561-607-5233

Representing: (if applicable) _____

Address: 1505 15th Ct, Jupiter, FL 33477

Check what may apply:

- Support
- Oppose
- I wish to speak
- I would like my comment read into the record

Comments: _____



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

Form submission from: PUBLIC COMMENTS

1 message

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

Wed, Aug 23, 2023 at 9:36 AM

Submitted on Wednesday, August 23, 2023 - 9:36am

Submitted by anonymous user: 185.197.192.59

Submitted values are:

First Name Aldo

Last Name Rovere

Address 400 Uno Lago Drive

Email Address aldoforjuno@gmail.com

Agenda Item Number (Ex: 1, 2, 3) 19

Public Comment / Question

We currently have an excellent group of citizen volunteers with auditing background, seeking a new auditing group to replace the one that was fired. The committee, at their last open meeting on the 15th of August, expressed their surprise and concern, that no applicants applied for the position. A gentleman in the audience addressed the Committee and suggested that auditors who had contacted the Town as a result of the RFI (Request for Information) be asked their reasons for NOT applying for the position. I agree with him. Have they been contacted and, if so, what were their reasons? If we are not getting successful outcomes, we need to investigate why, as best we can.

On the issue of an Audit Review Committee

I'm not in favor of an Auditor, Auditing the Auditor. I would prefer a Financial Oversight Committee. The scope should be the overall financial health of the Town. Looking back as well as forward. More a matter of getting behind the numbers rather than balancing the books.

Working primarily with the Town Manager and Staff, to bring to their attention, areas of concern.

The results of this submission may be viewed at:

<https://www.juno-beach.fl.us/node/2951/submission/19544>

DRAFT - MINUTES
TOWN OF JUNO BEACH
KAGAN PARK PLAYGROUND EQUIPMENT WORKSHOP

August 24, 2023

Council Chambers/Zoom
340 Ocean Drive

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
ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK

ABSENT:
Audience: 12 (4 via Zoom)

Mayor Cooke called the Workshop to order at 3:00pm.

PRESENTATIONS

1. Advanced Recreational Concepts/Playspace Services (*Allen Cooke*) – (*See attached.*)
2. Kompan, Inc (*Katie Moffitt*) – (*See attached.*)

COMMENTS FROM THE PUBLIC

Public Comments were made.

ADJOURNMENT

Mayor Cooke adjourned the Workshop at 5:09pm.

Alexander Cooke, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



Our Commitment to Craftsmanship

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

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

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

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



Quality Overview

Resilient Coatings:

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

Exceptional Plastics:

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

Quality Overview

Hand Finishing:

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

Impeccable Shipping and Installation:

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



Shade/Shelter Overview



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

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

Industry Leading Warranty

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

Some of the key callouts of our warranty include:

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

PLAYCRAFT SYSTEMS WARRANTY

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

Playcraft Systems® further warrants as follows:

- LIFETIME LIMITED WARRANTY**
on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.
- TWENTY-FIVE (25) YEAR LIMITED WARRANTY**
on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.
- FIFTEEN (15) YEAR LIMITED WARRANTY**
on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.
- TEN (10) YEAR LIMITED WARRANTY**
on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.
- TEN (10) YEAR LIMITED WARRANTY**
on all Play-Cord™ against cable breakage and Play-Cord™ connectors against breakage and failure due to defects in materials or workmanship.
- FIVE (5) YEAR LIMITED WARRANTY**
on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.
- THREE (3) YEAR LIMITED WARRANTY**
on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.
- ONE (1) YEAR LIMITED WARRANTY**
on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

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

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

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

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

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

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

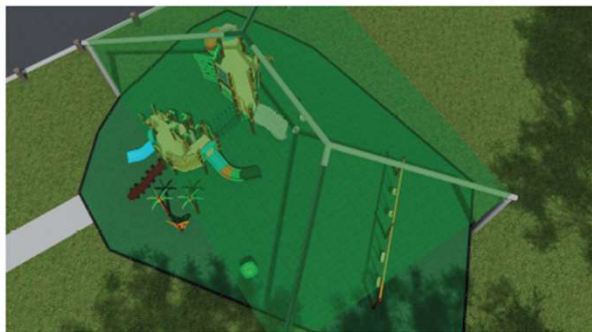
Due to our on-going commitment to product development and improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. 0).

Other Competition

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

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



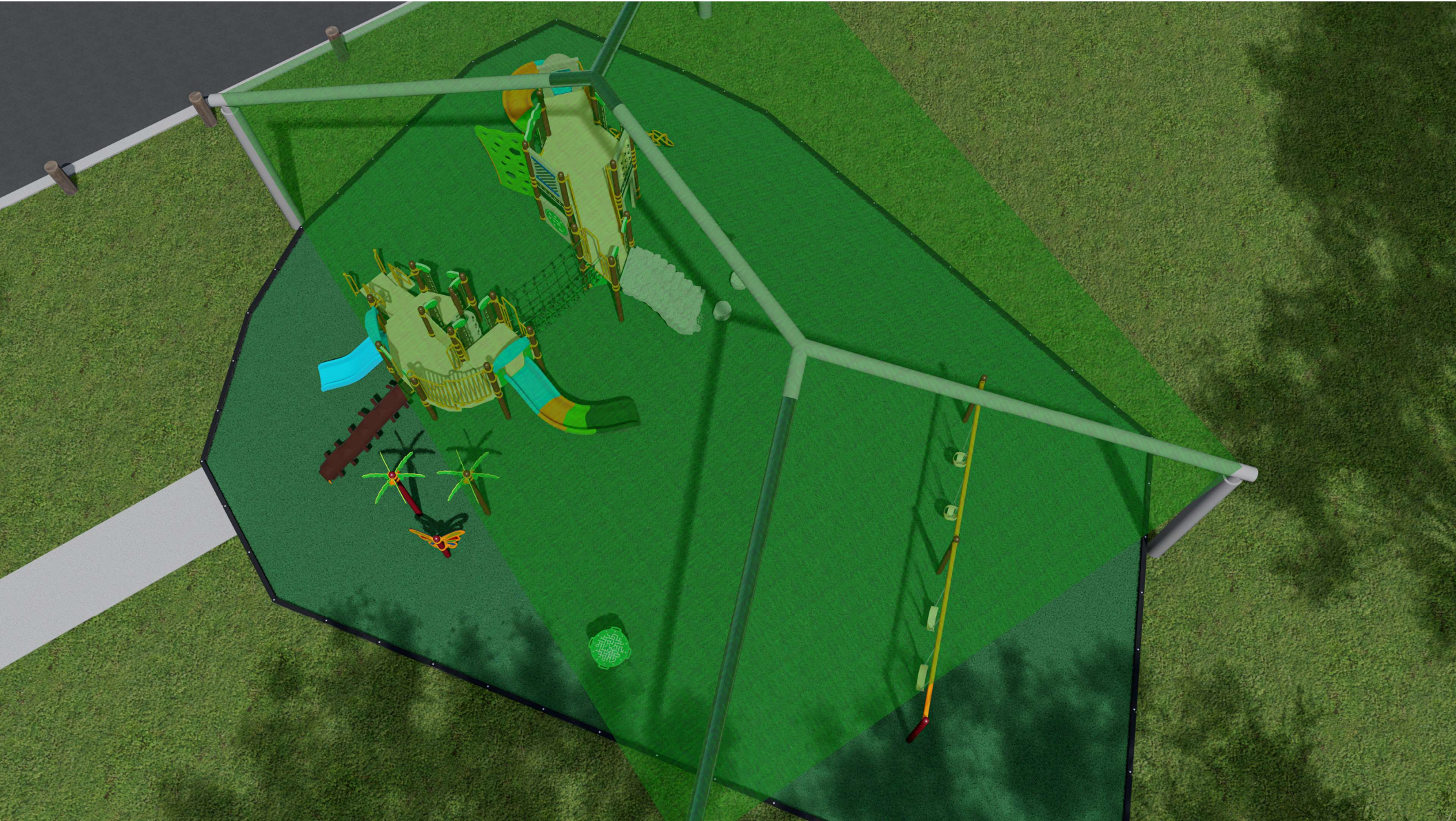


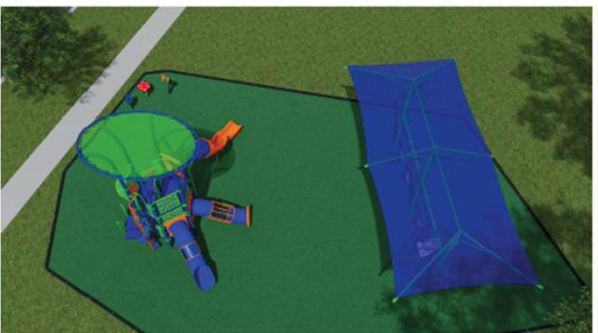






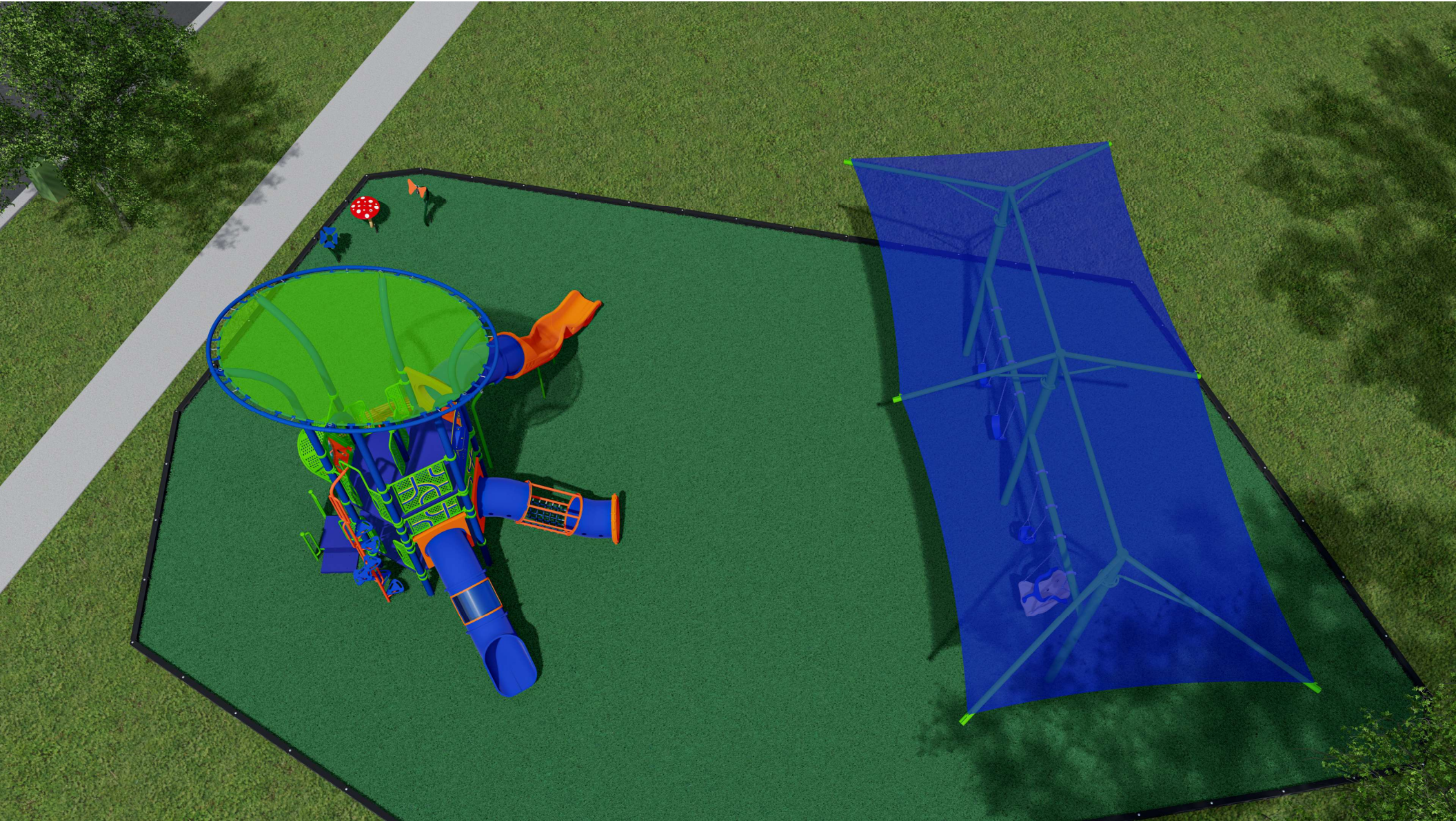


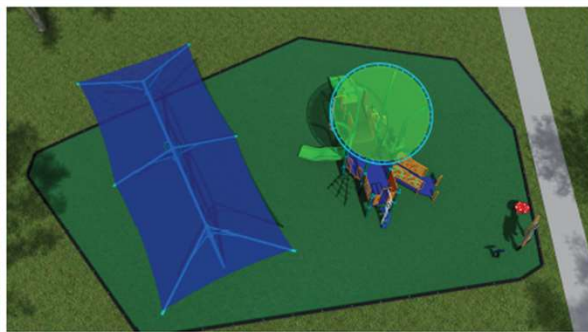




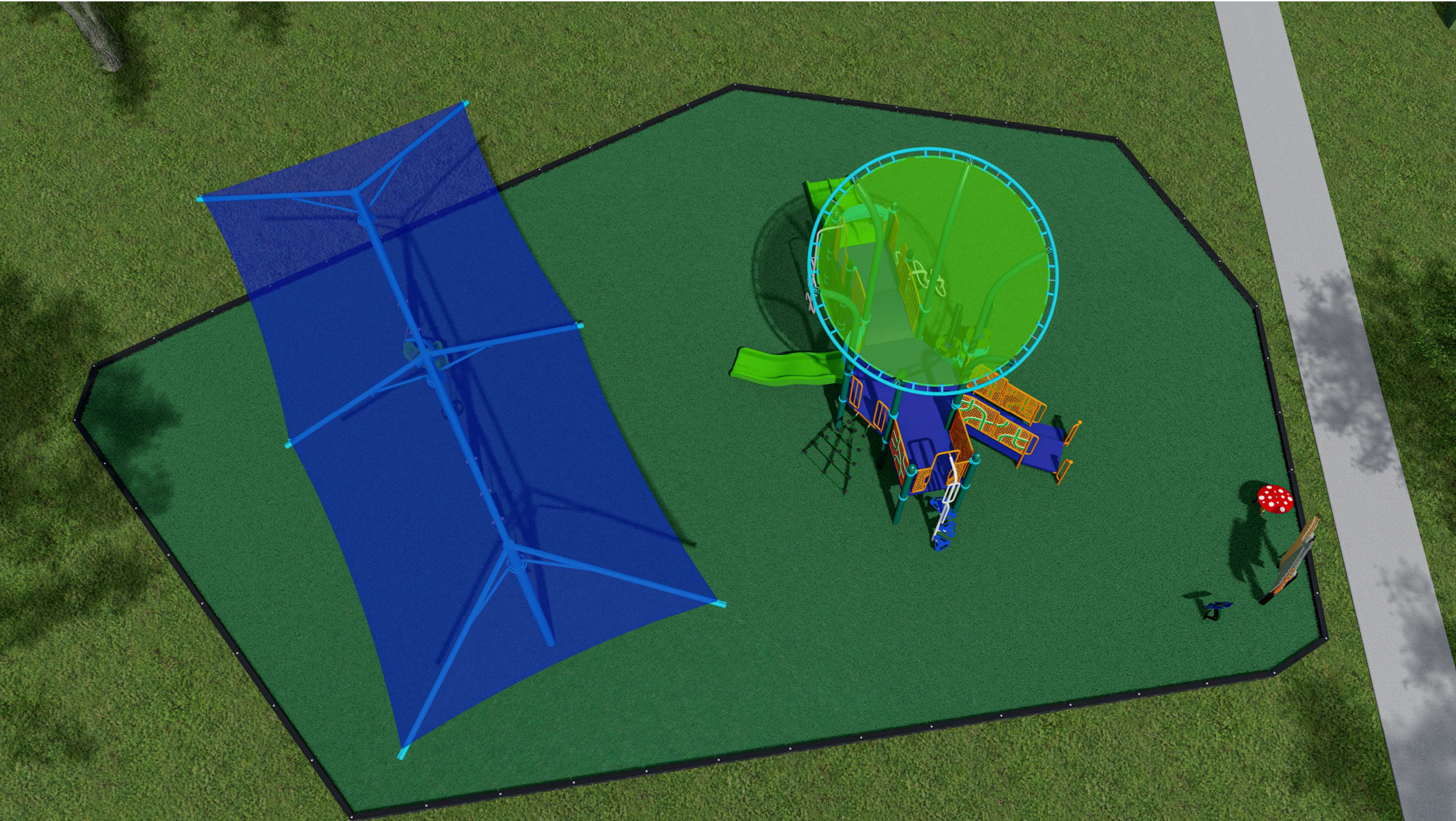
















THANK YOU

www.playcraftsystems.com

Item #4.

KOMPAN®



Kagan Park Playground

Juno Beach, FL



Introduction

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

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

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

Sincerely,

For and on behalf of KOMPAN Ltd.
 Katie Moffitt
 Principal Sales Representative and Consultant,
 Email: KatMof@Kompan.com
 Tel: 561-427-3619



About KOMPAN



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



KOMPAN Country Office



KOMPAN Manufacturing



KOMPAN Design Studio



Kompan Sustainability Promise



Greener through cutting carbon emission

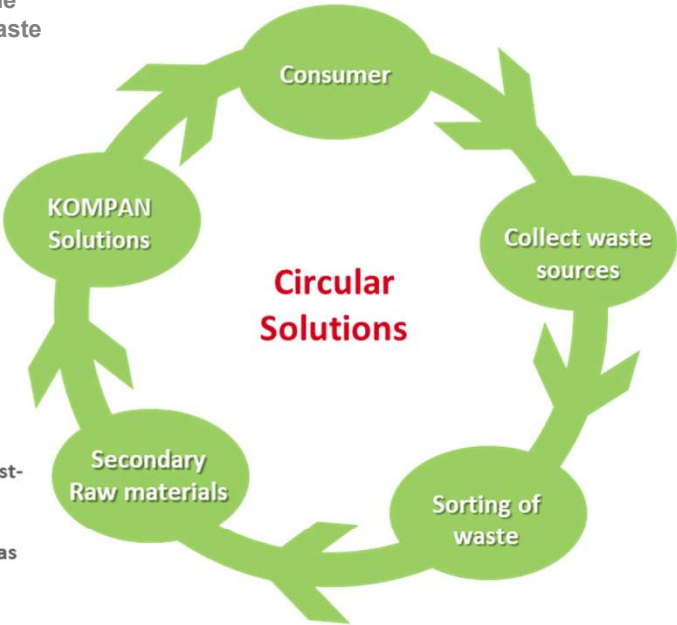
KOMPAN Sustainability

Meet Kompan's GreenLine!

GreenLine Made Green: Post-Consumer Waste



TexMade™
Posts made in 100% Post-consumer recycled textile and plastic waste



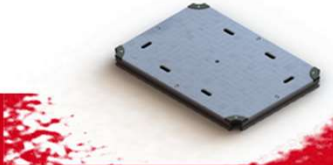
EcoCore™ HDPE sheets in 100% Post-consumer material in the core from e.g., food packaging waste



Components made in Post-consumer Ocean waste collected from the maritime industry, such as fishing nets, ropes and trawls



Decks made in Post-consumer Ocean recycled waste



Current Site Conditions

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



Existing Design/Layout



Current Design, Site Condition, and Surfacing:

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

Goals and Objectives for New Design



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

- **Make this YOUR playground!**

Proposed New Design

Item #4.



Proposed New Design

TexMade Posts

Item #4.

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Let's play

Proposed New Design

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

Item #4.

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KOMPAN
Let's play

Proposed New Design

TexMade Posts

Item #4.

KOMPAN
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Kagan Park Playground Option 1

KOMPAN

Proposed New Design

Galvanized, Powder-coated Steel Posts- Color Matched to New Fitness Equipment

Item #4.

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Kagan Park Playground Option 2

KOMPAN

Proposed New Design

TexMade Posts

Item #4.

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KOMPAN

Proposed New Design

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

Item #4.

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KOMPAN
Let's play

Proposed New Design

TexMade Posts

Item #4.

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KOMPAN

Proposed New Design

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

Item #4.

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KOMPAN!

Proposed New Design

Item #4.



Proposed New Design

Item #4.

KOMPAN
Let's play



KOMPAN

Proposed New Design

Item #4.

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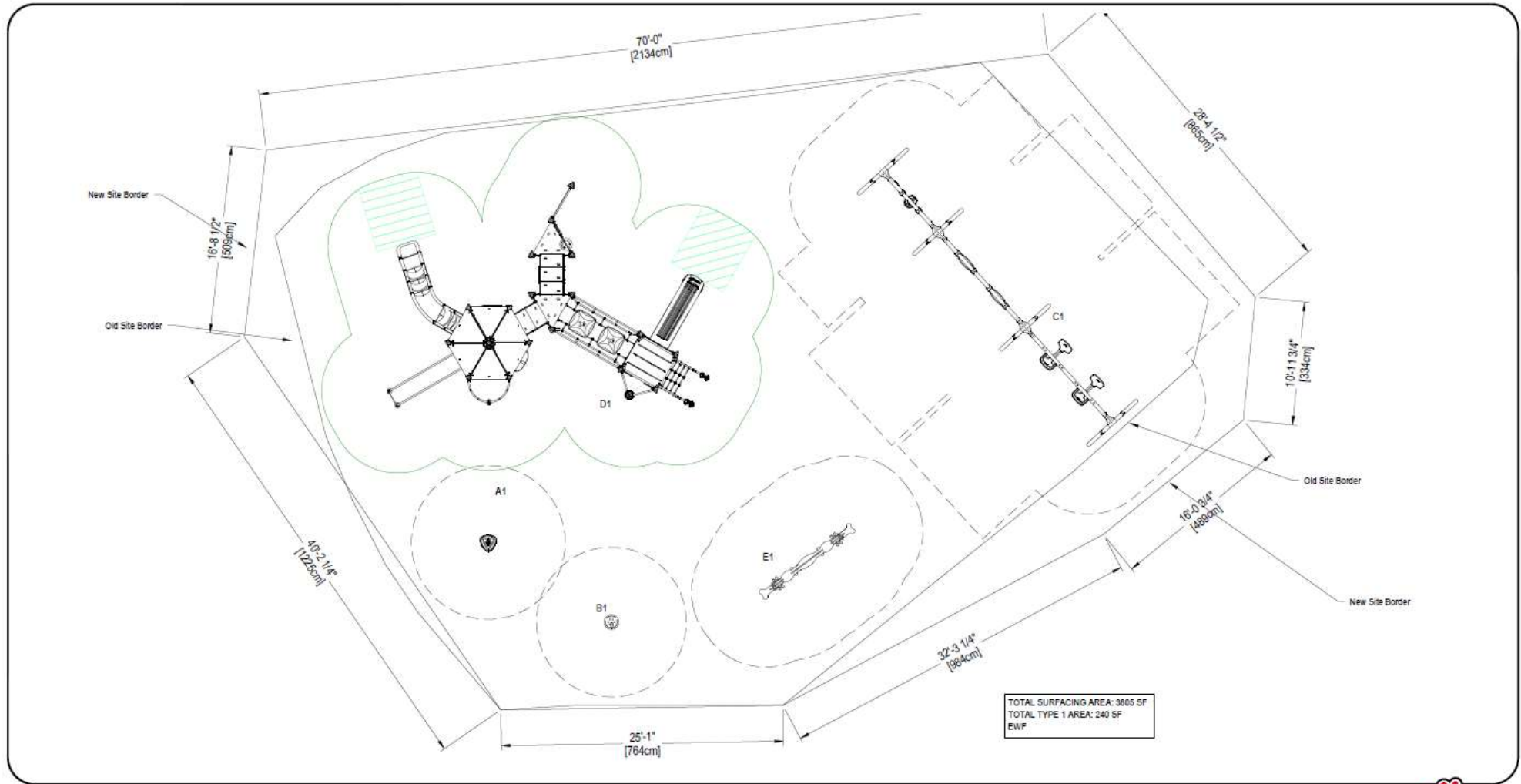


KOMPAN!

Proposed New Design

Item #4.

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#	Product Number	Product Name	M.F.H.	Count
A	ELES0008-hx17DT	Spinner Plate	1" 2"	1
B	QXY8014XX-vx1T	Spice 1	3" 2"	1
C	KSW25-CUSTOM_202 3736	Swing	7'11"	1
D	KMS970088	Ocean Platform	9'1"	1
E	KMS970089	Core Seesaw	3'3"	1

**Kagan Park
Playground**
10 Celestial Way,
Juno Beach, FL 33408
Site Plan Option 1



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, DESIGNER, OR OTHER PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE TERMS TO BE ACCEPTED BY COMPANY OR APPROVED BY AGENCY. CLEARANCE PLAN, PLAN AND SCOPES WITH NUMBER SCHEDULES FOR PROJECT NUMBER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONJUNCTIVELY WITH COMPANY'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCEDURES, PREVENTION OF EQUIPMENT DAMAGE, IN COMPLIANCE WITH SPECIFICATIONS TO COMPANY'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CASE OF CONFLICT.

PLAN IS CREATED AND ISSUED UNLESS NOTED FOR SURFACE MOUNT OPTIONS. THE CONTRACTOR REQUIREMENTS MAY BE UP TO 1/2" OF 2" MAX PERMANENT COMPRESSIVE STRENGTH CONCRETE FORMING FOR SPECIFIC PROJECT REQUIREMENTS. ALL COMPLETE ELECTRICAL SHOWN REQUIRES A SITE OWNER OR THE MANUFACTURER'S OPTIONAL SPECIFICATIONS FOR EACH COMPANY SITE SPECIFIC MAY BE FOUND AT: WWW.KOMPAN.COM/USA/INSTALL

DIMENSIONS OF PLAY AREA, USE AND OBSERVATION, LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE CONDITIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

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KOMPAN
Let's play

SALES REPRESENTATIVE		SHEET	
REVIEW BY / DESIGN	HEH:SC	DATE	08/15/23
REV. NO.	2	REV. BY	HEH:SC
		REV. DATE	08/17/23
		K1.0	
		REVISION NOTES	

LAYOUT IS IN ACCORDANCE WITH ACP 907

Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years

Item #4.



Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years

Item #4.

KOMPAN
Let's play

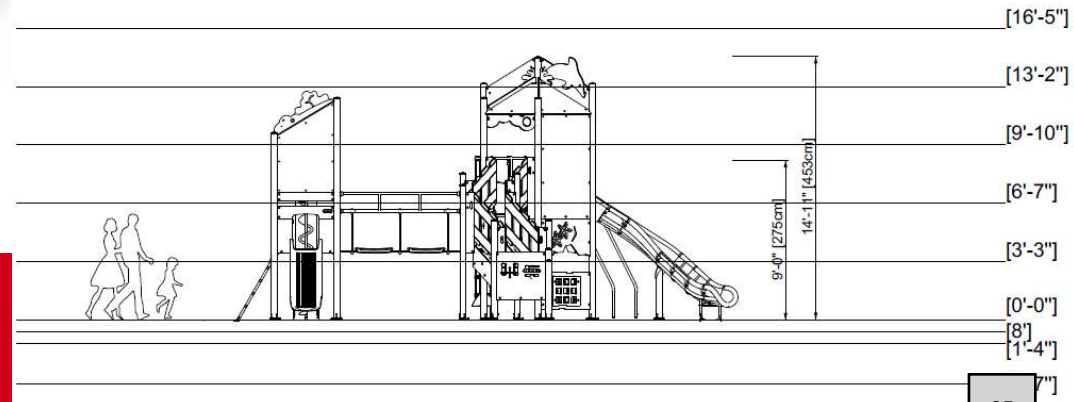


Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years

Item #4.

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Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



Wackle bridge
Physical: sense of balance and space, and training of posture. Important for being able to sit still.
Social-emotional: cooperation, turn-taking and friendly competition on the plates.



Tower net
Physical: the children have quick access up the horizontal rungs, and a slower climb up the sloping rungs. The net can be climbed from both sides, levelling the challenge of accessing the platform. Cross coordination and sense of space is supported, as well as arm and leg muscles.
Social-emotional: the two-sided net allows for social interaction. The size invites socializing.
Cognitive: logical thinking and planning when planning how best to enter the platform from the net.



Curly climber
Physical: coordination and proprioception are supported when placing arms and legs correctly for going down. Sense of balance when rotating. Arm muscles for holding tight.
Social-emotional: empathy stimulated by turn-taking.
Cognitive: logical thinking when placing arms and legs right for rotating downward.



Banister bars
Physical: coordination is supported when going down, as well as arm and core muscles. Landing strengthens bone density, which is built for life in childhood.
Social-emotional: turn-taking and risk-taking.



Timer
Social-emotional: teams can each have a button to measure rounds, wins etc. The buttons support cooperation and teamwork.
Cognitive: counting and registering supports thinking skills such as logical thinking and sequencing.
Creative: children can leave their mark, placing the timer in different positions.



Accessible stairway
Physical: climbing the accessible stairway is for everyone and supports cross coordination as well as arm and leg muscles. Young children develop skills for climbing stairs and alternating feet.
Social-emotional: room for active breaks and adult helpers. An inclusive space.



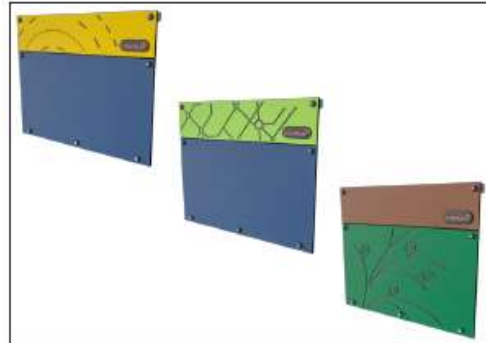
Hammock
Physical: coordination and sense of balance when swaying.
Social-emotional: meeting, pushing friends gently back and forth, turn-taking.
Cognitive: for toddlers cause and effect understanding.



Curved slide
Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down.
Social-emotional: empathy stimulated by turn-taking.
Cognitive: young children develop their understanding of space, speed and distances when sliding down quickly.

Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



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

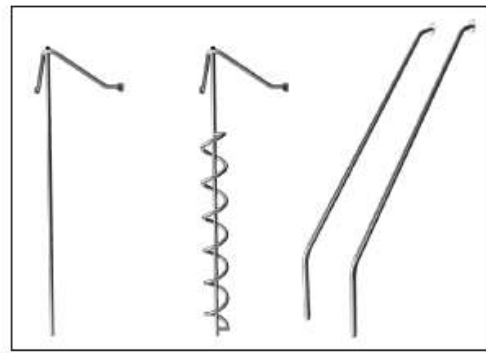


All decks are supported by uniquely designed low-carbon aluminum profiles with multiple attachment options. The grey-colored molded decks are made of 75% post-consumer ocean waste PP material with a non-skid pattern and texture surface.

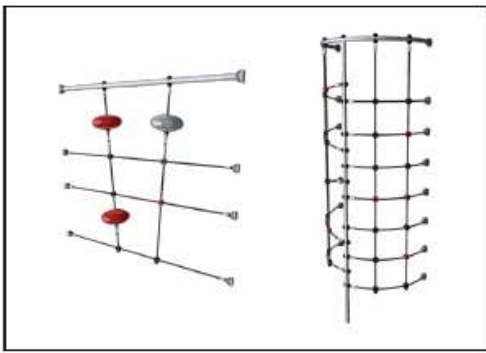


Main posts with hot dip galvanized steel footing are available in different materials: Pressure impregnated pine wood posts. Pre-galvanized inside and outside with powder coated top finish steel posts. Lead free aluminum with color anodized top finish or pressure impregnated pine wood posts.

Item no. PCM310631-0901	
Installation Information	
Max. fall height	9'1"
Safety surfacing area	913 ft2
Number of installers	2
Total installation time	41.5
Excavation volume	1.40 yd3
Concrete volume	0.09 yd3
Footing depth (standard)	2'9"
Shipment weight	2,892 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/> Surface <input checked="" type="checkbox"/>
Warranty Information	
EcoCore HDPE	Lifetime
PP Decks	10 years
Post	10 years
Ropes & nets	10 years
Spare parts guaranteed	10 years



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



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



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

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

Sustainability Evaluation Comparison

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

Item #4.



SUSTAINABILITY



Validation of CO₂ calculation
BUREAU VERITAS
HSE Denmark A/S



CONFIDENTIAL

Material Type	Net Weight kg	% of Total	Virgin	Circular Economy			Kg CO ₂ e
				Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	
HDPE	421,9 kg	32 %	11 %	0 %	89 %	100 %	372,3 kg
TexMade	350,6 kg	27 %	0 %	0 %	100 %	100 %	188,3 kg
Steel/Metal	222,5 kg	17 %	50 %	25 %	25 %	100 %	604,5 kg
Plastic	157,7 kg	12 %	68 %	3 %	30 %	100 %	344,5 kg
Aluminium	74,7 kg	6 %	100 %	0 %	0 %	100 %	442,5 kg
Stainless Steel	50,6 kg	4 %	50 %	25 %	25 %	100 %	212,7 kg
HPL	19,2 kg	1 %	100 %	0 %	0 %	0 %	37,1 kg
Rope	10,7 kg	1 %	100 %	0 %	0 %	0 %	39,2 kg
Other	0,1 kg	> 0 %	100 %	0 %	0 %	0 %	0,8 kg
Total	1.308,0 kg	100 %	30,2 %	5,6 %	64,3 %	97,7 %	2.241,9 kg
Total Recycle Content: 70,0 %				Total: 1,71 kg CO₂e / kg			

SUSTAINABILITY



Validation of CO₂ calculation
BUREAU VERITAS
HSE Denmark A/S



CONFIDENTIAL

Material Type	Net Weight kg	% of Total	Virgin	Circular Economy			Kg CO ₂ e
				Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	
Steel/Metal	443,3 kg	41 %	50 %	25 %	25 %	100 %	1.356,5 kg
HDPE	302,0 kg	28 %	21 %	0 %	79 %	100 %	350,8 kg
Plastic	157,9 kg	15 %	68 %	3 %	30 %	100 %	346,6 kg
Aluminium	85,0 kg	8 %	100 %	0 %	0 %	100 %	479,4 kg
Stainless Steel	50,7 kg	5 %	50 %	25 %	25 %	100 %	213,1 kg
HPL	19,2 kg	2 %	100 %	0 %	0 %	0 %	37,1 kg
Rope	10,7 kg	1 %	100 %	0 %	0 %	0 %	39,2 kg
Other	0,1 kg	> 0 %	100 %	0 %	0 %	0 %	0,9 kg
Total	1.068,9 kg	100 %	49,8 %	12,0 %	38,3 %	97,2 %	2.823,6 kg
Total Recycle Content: 50,2 %				Total: 2,64 kg CO₂e / kg			

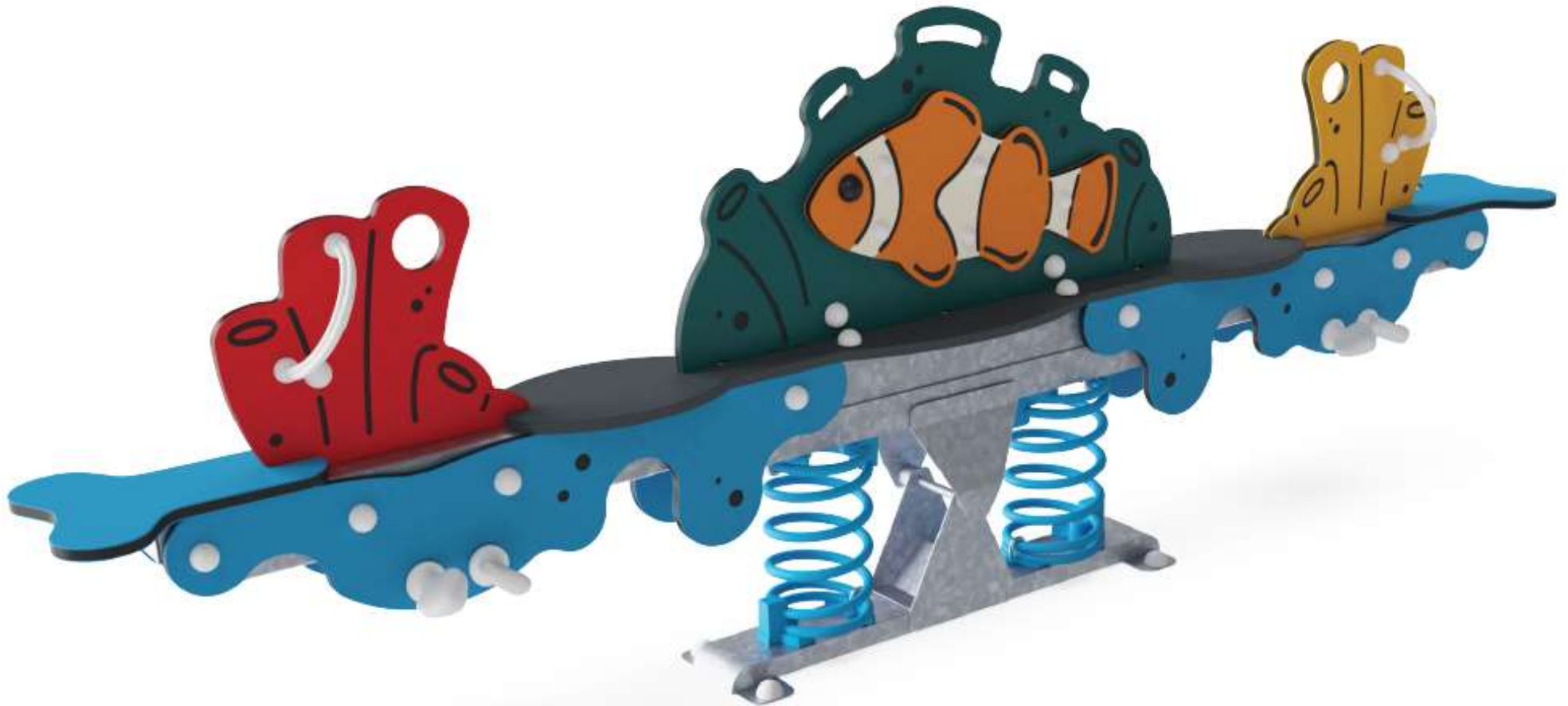


Design Elements: See Saw Springer

Age Group: 3+ years

Item #4.

KOMPAN
Let's play



Design Elements: See Saw Springer

Age Group: 3+ years



Handhold

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



Rocking together

Social-emotional: the possibility of rocking together develops cooperation skills and consideration of others when rocking.



Theme

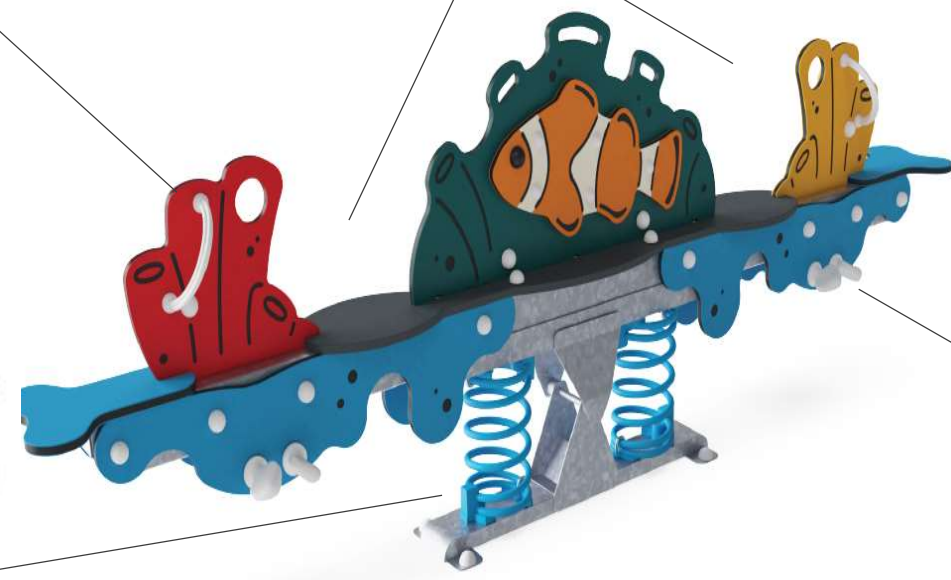
Cognitive: suggests a theme and supports dramatic play, which stimulates languages and communication skills.



Rocking spring

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

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



Foot support

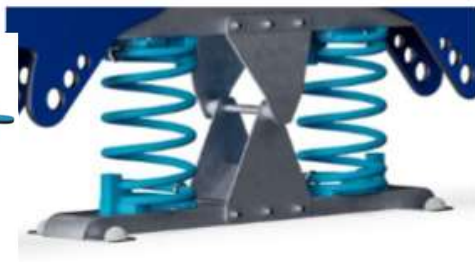
Physical: the possibility of footrest supports intense rocking. Rocking stimulates the senses of balance and space that are fundamental in managing the world securely.

Design Elements: See Saw Springer

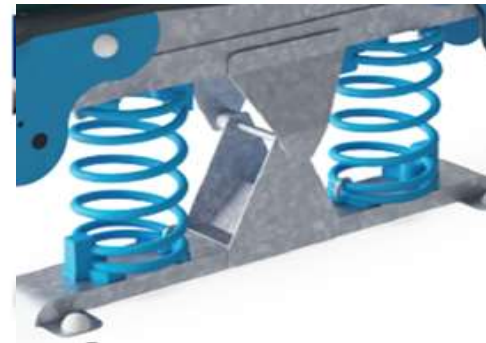
Age Group: 3+ years



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



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

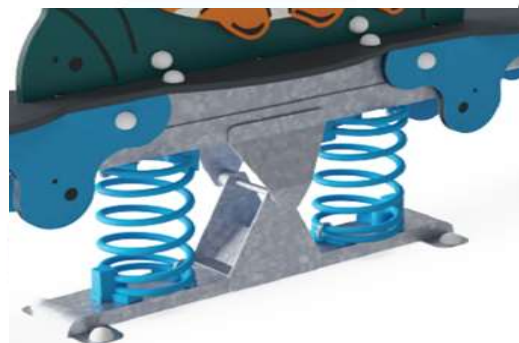


The springs are fixed by unique anti pinch fittings for maximum safety and long lifetime.

Item no. M18110-01P	
Installation Information	
Max. fall height	3'3"
Safety surfacing area	272 ft2
Number of installers	2
Total installation time	4.9
Excavation volume	0.55 yd3
Concrete volume	0.00 yd3
Footing depth (standard)	1'5"
Shipment weight	377 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/> Surface <input checked="" type="checkbox"/>
Warranty Information	
EcoCore HDPE	Lifetime
Springs	5 years
HPL platform	15 years
Hot dip galvanized steel	Lifetime
Spare parts guaranteed	10 years



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



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



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

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

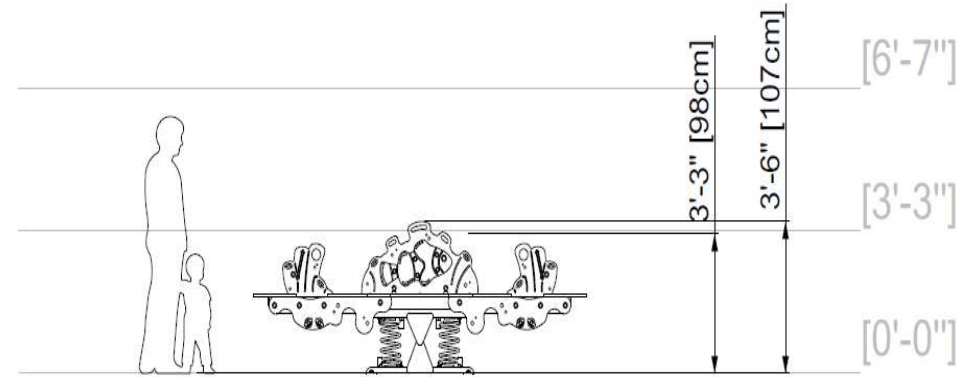
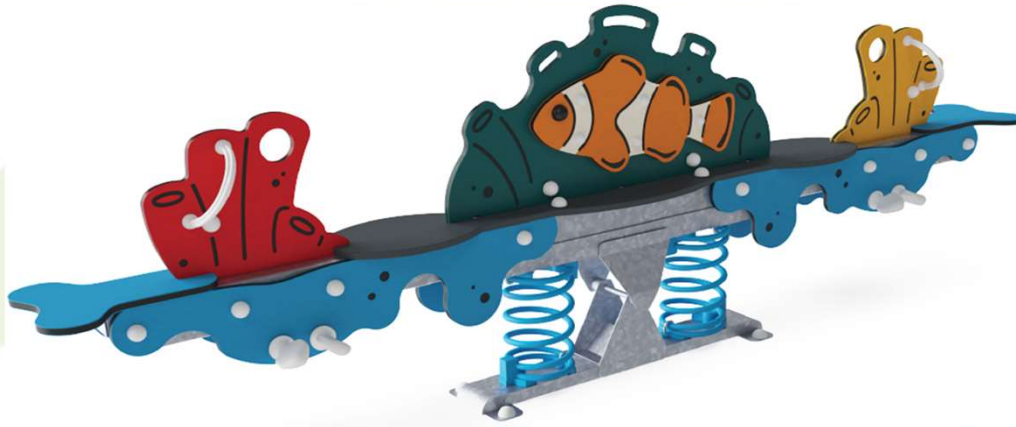


Design Elements: See Saw Springer

Age Group: 3+ years

Item #4.

KOMPAN
Let's play



Cradle to Gate A1-A3

Total CO ₂ emission	CO ₂ e/kg	Recycled materials	
kg CO ₂ e	kg CO ₂ e/kg	%	
M18113-12P	308.10	2.28	48.60

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



Design Elements: Spinner Plate

Age Group: 2 - 12 years



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

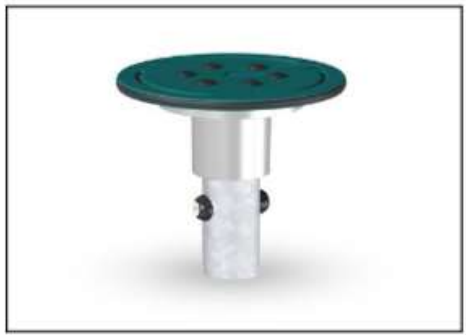


Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free. The bearing system has an integrated drag brake according to global safety standards.



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

Item no. Play360 5901299	
Installation Information	
Max. fall height	1'2"
Safety surfacing area	139ft²
Total installation time	1.4
Excavation volume	0.13yd³
Concrete volume	0.12yd³
Footing depth (standard)	1'12"
Shipment weight	33lbs
Anchoring options	In-ground ✓
Warranty Information	
EcoCore HDPE	Lifetime
Bearing construction	5 years
Hot dip galvanized steel	Lifetime
Spare parts guaranteed	10 years



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



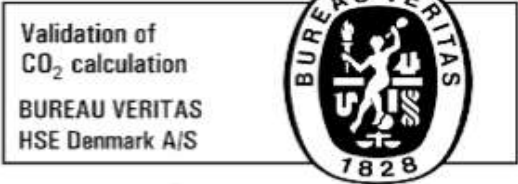
Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	0	0



Design Elements: Spinner Plate

Age Group: 2 – 12 years

SUSTAINABILITY



CONFIDENTIAL

Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO ₂ e
Steel/Metal	8,0 kg	66 %	50 %	25 %	25 %	100 %	21,5 kg
HDPE	2,1 kg	17 %	0 %	0 %	100 %	100 %	1,3 kg
Aluminium	1,7 kg	14 %	100 %	0 %	0 %	100 %	15,1 kg
Stainless Steel	0,2 kg	2 %	50 %	25 %	25 %	100 %	0,7 kg
Plastic	0,1 kg	1 %	100 %	0 %	0 %	100 %	0,7 kg
Total	12,1 kg	100 %	48,8 %	16,9 %	34,3 %	100,0 %	39,3 kg
				Total Recycle Content: 51,5 %		Total: 3,29 kg CO₂e / kg	

Design Elements: Spica

Age Group: 5+ years



Curved pole

Physical: more gripping or leaning support points when standing, sitting, hanging holding tight and spinning.



Toothy top

A universal design signal for twisting, turning



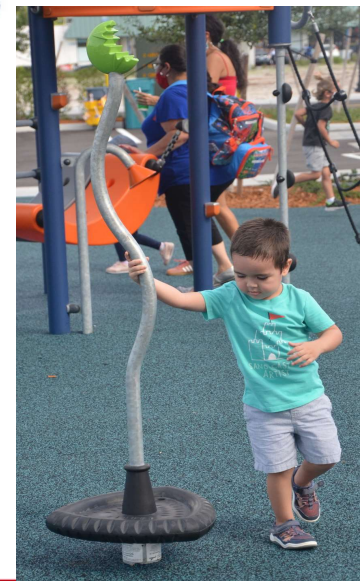
Triangle seat

Social-Emotional: turn-taking, cooperation, socializing



Internal ball-bearing spinner

Cognitive: logical thinking, figuring out how to make the spinner work with gravity, not against it.



Design Elements: Spica

Age Group: 5+ years

Item #4.

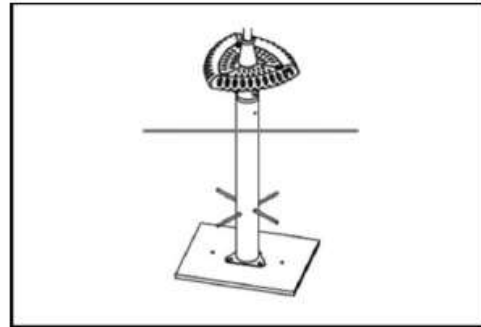


The Spica bearings are installed in a one-piece design bearing house with integrated drain holes for water passage. The two large steel bearings are fully closed and lifetime lubricated.

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

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

Item no. GXY801421-3717			
Installation Information			
Max. fall height	3'3"		
Safety surfacing area	146,6ft²		
Numbers of Installers (persons)	2		
Total installation time	2		
Excavation volume	0,49 yd³		
Concrete volume	0,39 yd³		
Footing Depth (Standard)	2'11"		
Shipment Weight	126		
Anchoring options	In-ground	✓	
	Surface	✓	
Warranty information			
Galvanized steel	10 Years		
Solid Plastic	10 Years		
Hardware	10 Years		
Bearing construction	5 Years		
Spare parts guaranteed	10 Years		



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

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

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

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



To verify product certification, visit www.ipema.org



Proposed New Design: 3 Bay Swing

Ages 2 – 12 years + Adult or Care Taker on Interactive You & Me Swing Seat

Item #4.

KOMPAN[®]
Let's play



Proposed New Design: 3 Bay Swing

Ages 2 – 12 years + Adult or Care Taker on Interactive You & Me Swing Seat



Molded Seats with hand guards

Proposed New Design: 3 Bay Swing

Ages 2 – 12 years

Item #4.




SUSTAINABILITY

Item No. KSW925-0910



Validation of CO₂ calculation
 BUREAU VERITAS
 HSE Denmark A/S



CONFIDENTIAL

Material Type	Net Weight kg	% of Total	Virgin	Post Industrial Recycled	Post Consumer Recycled	End of Life Recyclable	Kg CO ₂ e
Steel/Metal	255,7 kg	91 %	50 %	25 %	25 %	100 %	779,3 kg
Aluminium	16,6 kg	6 %	100 %	0 %	0 %	100 %	66,7 kg
Stainless Steel	5,7 kg	2 %	50 %	25 %	25 %	100 %	24,1 kg
Plastic	1,8 kg	1 %	100 %	0 %	0 %	100 %	16,9 kg
Total	279,8 kg	100 %	53,3 %	23,4 %	23,4 %	100,0 %	887,0 kg
Total Recycle Content: 46,7 %				Total: 3,17 kg CO₂e / kg			



What's Next?

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



Warranty



Lifetime* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.



15-Year Warranty

- High-pressure laminate (HPL) parts
- Aluminum parts



10-Year Warranty

- TexMade™ posts
- Pre-galvanized posts with painted top layer
- Painted surface on galvanized or aluminum metal parts
- Electrogalvanized metal parts
- Molded PP decks
- Solid plastic parts
- Hollow plastic parts
- Transparent Poly Carbonate (PC) parts
- Wood-plastic composite (WPC) parts
- Robinia, Siberian larch, pine, and other wood types
- Stainless Steel Slides
- Rope and net constructions



5-Year Warranty

- Resin coated plywood parts
- Springs and ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy Connection Balls



2-Year Warranty

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

Warranty coverage

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

Proper installation and maintenance

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. All warranty claims shall be accompanied by full documentation for proper installation and maintenance. The warranty for the ICON electrical components is dependent on those products being installed by an ICON-trained and approved installer.

Warranty exclusions

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

Near water installations

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion. Specially designed products (handled via department for customized products), provided they have been upgraded to corrosion class C4 prior to delivery, installed within 650 feet from the shore (and not in direct contact with saltwater/spray of saltwater or chlorinated water(e.g. waterparks)) shall, subject to the applicable warranty period for each product type set out in the general warranty, be covered only against

structural failure caused by corrosion (excluding moving parts) and under no circumstances for any period longer than 5 years.

Third-party supplied products & services

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

Freight and warehousing

Global transport and logistics arranged by Kompan appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.

Safety Standards

'In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.'



* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.

Item #4.

Proposed New Design with TexMade Posts= \$106,181.00

Equipment Only, Includes Freight. Does NOT include Demo, Installation, Site Work, Drainage, Borders, Surfacing- To Be Provided by Safe 4 Play



Item #4.



Proposed New Design with PCG Steel Posts = \$106,365.30

Equipment Only, Includes Freight. Does NOT include Demo, Installation, Site Work, Drainage, Borders, Surfacing- To Be Provided by Safe 4 Play





Industries Solutions About Us Resources & Events Partner With Us



City of Charlotte, NC
Contract Number: 2017001135

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024
RENEWED THROUGH June 30, 2026

KOMPAN

Playground Systems and Outdoor Fitness Solutions

KOMPAN is much more than the No. 1 supplier of innovative playground equipment. Our mission is to make communities happier and healthier through both play and fitness. At the KOMPAN Play Institute, we meticulously research the benefits of our designs on actual users and use real user feedback. Our playgrounds uniformly target cognitive and physical skills so that play is also educational and enriching. Through our surfacing and site amenities partnerships, we can provide you with products to compliment your playground that are as innovative and high quality as your new KOMPAN equipment.

Click Your Industry

- Education | Government
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

KOMPAN products and solutions can be purchased at the guaranteed lowest competitively bid prices on a cooperative contract through OMNIA Partners. We commonly serve local government, including special districts, public and private schools and universities, state government municipalities and nonprofits. KOMPAN is proud to be a supplier partner of OMNIA Partners.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
City of Charlotte, NC | 2017001135

VIEW CONTRACT DOCUMENTATION

CONTACT US



Helpful Links for Equipment Demonstrations

[Greenline Sustainability information](#)

[Seesaw Springer](#)

[Spica](#)

[More Spica's](#)

[Mega Deck- Similar to Triple Tower](#)





Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: David Dyess, Town Manager
Item Title: Discussion on Polco's Survey Services

This item would apply to council's goal: Enhance communication with residents and other stakeholders.

DISCUSSION:

During council comments, Councilmember Halpern requested a discussion on Polco survey tool, which was agreed upon by council. This service has previously been considered by the council; however, the company now has a small cities pilot program. The rate for the new program is \$3,900 for two years. I was contacted on August 8th and informed that the \$3,900 rate will be increasing to \$6,500 for two years on September 30th.

<https://info.polco.us/>

Polco About Solutions Platform Resources Log In [Request a demo](#)

Traditional resident engagement methods neglect the majority of voices

Town halls and social media for community input are unreliable. Alone, they can bias and misinform decision-making. Without a trustworthy resident engagement platform to help:

- You need more data to support your decisions
- You don't hear from everyone in your community
- Residents lose more trust in government
- Long-term planning and budgeting are more challenging
- In-house surveys often ask residents the wrong questions
- You struggle to increase civic participation

The use of surveys can assist with public engagement and feedback. From national benchmarking surveys to local issue questions, a survey tool can gather feedback without concern of social media or in person ridiculing of those with opposing views. One should also understand that surveys should not replace leadership. Councils are elected to represent the people and voting based on survey results may not be what is best for the town.

RECOMMENDATION:

Discuss surveys in general and more specifically the use of Polco as a survey tool if the council wishes to start conducting surveys.

Provide staff direction.

Small Communities Make Big Decisions

350+ local governments trust Polco's engagement tools to power resident engagement and community insights.



Big cities aren't the only ones who can access comprehensive and reliable data anymore.

We've built a program that's the perfect fit for smaller communities.

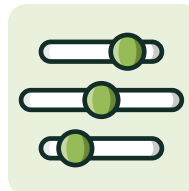
You may qualify for our Small Cities Pilot Program if the population of your City or Town is under 15,000 and if you are one of the first 100 cities to join. The Pilot Program includes:

Engage



- ✓ Surveys and polls
- ✓ Library of 100+ survey templates

Track



- ✓ Aggregated data about your city
- ✓ Deep-dive dashboard views on safety, economy, and more

Be an innovator in data-driven decision-making.

We'll ask for your feedback regularly so we can meet the needs of cities and towns like yours.

Then, we'll feature you in a case study so that peer cities can learn from your experience.

Government Performance Action & Learning (GPAL): The collaboration behind the data





Support and Expertise in One Place

350+ local governments trust Polco to help them turn data into decisions so they can solve tough issues with confidence.



Customer Success Manager as your guide to all things Polco



Quarterly check-ins to answer questions



Whole-team implementation to train your staff



Webinars with local gov thought leaders

We work as an extension of your team to help you reach your residents.



- ✓ Access our team with quick questions through our support email
- ✓ On-demand FAQs, outreach templates, and help docs on Polco Connect
- ✓ Communication strategy support and best practices
- ✓ Product training for ongoing engagement with your community

Save Time with the Polco Library

Polco's survey templates give local governments access to ready-to-post questions that hold up to the rigors of survey science.



Use findings for budgeting and planning initiatives



Save time by using questions written by survey scientists



Support your decisions with data



Engage with residents on a regular basis to build trust

You want resident input on a specific topic, but you need it fast.

Engaging with residents doesn't need to be complicated. Discover over 100 pre-made surveys and much more on Polco.

Surveys



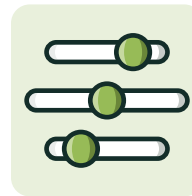
Polls



Live Events



Simulations



✓ 60,000+ questions answered

✓ 30+ years of data & survey expertise

✓ 350+ communities on Polco

✓ 30 million voices represented

Engage Module

Polco empowers local governments and other public sector organizations with the data they need to make informed decisions with confidence. The Engage Module, along with the Track and Assess Modules, comprise Polco's online civic engagement platform. Polco provides local government leaders with the best in survey research alongside cutting-edge online civic engagement capabilities.

The information below contains information on Polco's proprietary survey methods and should not be shared without Polco's express written permission.

What is the difference between a probability and non-probability (open participation) survey?

An open participation survey is offered to all residents in a community. This method is important because it provides engagement opportunities to all, thus often providing a higher number of completed responses overall and for population sub-groups. It can be less resource intensive and require less time from administration to actionable data. Open participation surveys also can benefit from snowball sampling whereby existing survey respondents can recruit their friends and acquaintances and response grows like a rolling snowball. This sampling method can be used to elevate general awareness of the research effort and increase overall response and the response from those who do not traditionally participate in surveys. On the other hand, a probability-based survey uses a sampling method where every eligible person or household in a community has a known chance of being selected to participate. Respondents are selected at random from a comprehensive list (usually of residential addresses) as an effort to reduce bias. Probability-based sampling is considered the gold standard for survey methods, although with declining response rates and the advent of new outreach and weighting methods -- this status may change in the near future. Those who need quick input, feedback where they are most interested in in-depth exploration of reasons for opinions, or crowdsourcing ideas may be best served by open participation surveys.

What kinds of surveys are in the Engage Module?

The Engage Module houses non-probability, or open participation, surveys.

What is the Polco Library?

The Polco Library allows organizations to create relevant, timely, semi-custom surveys without the hassle of starting from scratch. The team at Polco spends time every day developing good survey questions. It can be harder than it looks! If you're creating a survey you have a couple of choices — either to completely draft from scratch, or to modify from an existing survey. Survey scientists at Polco called on their 25 years of experience to create the Polco Library. The Library is a collection of expert-written, curated short surveys on common topics we've encountered in our extensive work with local governments. All of our surveys can be edited to suit your needs. Many of our surveys are available at low or no cost. The Polco Library is full of short and long surveys that cover a wide variety of research interests for public entities. Surveys have covered

topics such as COVID-19, economic development, recreation facilities, budgeting, housing, equity and inclusion and more. Each survey is designed to help you dive deeper into specific issues facing your community today. The Polco Library also has a search feature that allows you to quickly identify surveys or polls related to the issue you'd like to address. With the search feature, you can also find specific questions that you may want to use.

What are the benefits of using Polco Engage rather than another survey option?

1. Survey questions in the Polco Library have been written and vetted by survey research experts
2. You can be confident that you're hearing from people who are actually your residents through our verification methods
3. Our team is comprised of experts in both local government and survey science
4. Our entire survey library, question types, and reporting are fully customized for local government

What is the estimated time that it takes people to complete a survey?

You can conduct shorter surveys of any length online with Polco's Engage Module.

What is Polco's relationship with Balancing Act? Can I use Balancing Act simulations in Engage?

Balancing Act joined Polco in early 2023. Balancing Act Budget and Housing Simulations, as well as Taxpayer Receipt and Prioritize, are available to residents of cities using both Polco and Balancing Act through Polco's resident feed. We will continue to add Balancing Act functionality to Polco, which local governments can use to get input from residents on a variety of topics. Both Engage and Assess will house Balancing Act functionality; Engage will include non-probability simulations, while Assess will include probability simulations that include a representative sample of residents.

Survey Methodology

Which sampling methods do you use and why?

We use both probability-based random sampling and non-probability recruitment sampling methods. Both methods have strengths and we believe the short-run future is best served by combinations of these methodologies. Probability-based random sampling has been the gold standard for decades, and consequently a lot of correction and calibration methodologies have emerged to enhance this methodology even though general response rates have declined. Non-probability recruitment sampling (sometimes also referred to as "open participation") can generate an order of magnitude larger sample sizes very quickly and easily, but can also suffer larger non-response sample selection biases that to date haven't enjoyed the same correction calibrations that non-response bias corrections in probability-based sampling have. However, this is starting to change quickly. We believe that a decade from now, if not sooner, open participation will be the dominant sampling methodology. In the meantime, smart combinations should be considered depending on the jurisdiction, demographics, and nature of the survey or poll. Another benefit of non-probability recruitment (open participation) sampling is that it also

gives the opportunity for every constituent of the community to share their voice, not just the selected few. To date, Polco has conducted over 300 (and more every day) community surveys with both methodologies employed in parallel, giving Polco's survey and data scientists a unique advantage in understanding the value and best ways to combine these methodologies, each of which bring critical strengths with them. If you'd like to conduct a probability-based survey, you can do this with Polco's Assess Module.

How do I know the survey is secure?

Results are never reported in a way that an individual's identity can be known through their responses.

What stops respondents from taking the survey multiple times?

We have conducted extensive testing over the past two decades on duplicate responses (and have also presented on this topic at AAPOR). In our research, we have found duplicate responses and submissions to be quite rare; in fact, it is a long-standing joke in the survey industry that it is difficult enough to get the respondent to take the survey once, much less multiple times. We do check for duplicate responses during our analysis and remove those from the dataset when found. If duplicate responses are a big concern for the City, you could consider requiring registration on the survey. This is an online survey setting that requires respondents to provide their email address and zip code in order to submit a response. We generally recommend allowing guest responses for the random sample survey, to reduce any potential barriers for residents; requiring registration is one way to deter multiple responses from a single individual, but it might also deter response in general, so it's worth additional consideration and discussion.

What does it mean if a respondent is verified?

Respondents will be asked to provide their name, zip code, and email address. The name and zip code can be verified against voter registration records, giving Polco admins additional demographic information such as gender, age range, and voting district. Polco uses the respondent's input (name and zip code) and a proprietary matching algorithm to find that individual within a local verification list (usually the voter registration database for the City). Historically, Polco has matched around 60% to 70% of its responding users on local voter files. Each user successfully matched against the verification list no longer needs to self-report most additional demographic and geographic information (age, gender, precinct/ward, etc.). This not only improves the accuracy of the results, but helps stave off survey fatigue. In addition, verification ensures that respondents only respond to each survey once, avoiding fraud and ballot box stuffing. By comparing verified results to unverified results, admins can get a better idea of the accuracy of their results and identify any potential issues. Polco values respondent privacy and does not report any individually identifying information.

Residents are concerned about needing to provide their email addresses to submit the survey (if registration is required). They're saying it's not anonymous/confidential. How should I respond?

Polco's privacy policy is very strict and favors respondents. We never share email addresses, for any reason, ever. Polco will also not share email addresses with our customers, so the City will not have access to the list of residents' email addresses. Email addresses are kept separate from the survey responses, and are not tied to any data that we provide the City. By requiring residents to include their zip code and email address when they submit the survey, we make sure to hear from a single resident only once and ensure that people are not responding multiple times. Any residents that have registered with Polco will receive an email notification whenever the City posts additional content on Polco in the future, allowing them the chance to respond/engage with the City if they wish, and they can opt out at any time. Polco will never share residents' email addresses or reach out for any other reason outside of civic engagement!

What type of response rate can I expect?

Typically we see a response rate of 15-25% from communities. In general, response rates to surveys have lowered over time across the entire survey research industry. We continue to explore different methods for encouraging engagement!

What can we try to increase our response rates?

- More publicity – Polco is happy to provide outreach templates if needed. Share news about the survey via as many channels and outreach methods as possible.
- Change the survey to be more user-friendly – decrease respondent burden by making it shorter or less dense.
- Add additional survey invitation contacts, such as a reminder postcard.
- Make sure you choose a convenient time of year (e.g., avoid the holidays).
- Share how the results will be used. Residents are more likely to respond if they know their responses will be valued and will make a real difference!
- Create a regular cadence of engaging with residents over time. Help residents become familiar with outreach efforts from the City, and see that it leads to action and change.

Data Analysis and Validity

How do you conduct your data analysis?

We conduct most of our data analysis in R, Python, and SPSS. Our data analysis approaches include a wide array of analytic techniques: simple descriptive data analyses such as frequency distributions, measures of central tendency and cross-tabulations; inferential tests such as ANOVA and chi-square; more sophisticated analyses such as hierarchical linear modeling or modeling with multiple linear regression or logistic regression, time series analysis, and multi-factorial analysis of variance; as well as structural tests using factor analysis or cluster analysis.

How many responses do I need for my results to be valid?

The number of surveys received will impact the margin of error. We typically strive for a margin of error of +/-5%.

What is auto-weighting and what methods do you use to auto-weight open participation survey results?

Weighting is a method used to make the demographics of respondents match the demographics of the total population of your community. After we get the results back, we compare certain variables like age, race and gender, between the sample and the entire population using Census data. Those who respond to the survey are not always representative of the total population. There are some groups that are commonly underrepresented, such as males and renters. Weighting allows us to adjust the results to bring them more in line with the population norms. For example, if our sample of survey respondents contained 40% males and the population contained 49% males, weighting can be used to adjust the data to correct for this discrepancy. This allows us to give underrepresented groups a voice and align the sample with the entire population of your community. We use a statistical weighting technique called raking to ensure the demographic characteristics of our survey respondents align with known characteristics for the population as whole. Respondent demographics are either self-reported (they responded to a demographic question on a survey) or from a third party source, such as voter registration files. If both are available, we use the self-reported demographic information. We use data from the US Census or the American Community Survey to weight the data. The goal is to make the survey's sample of respondents representative of the entire community. We run the weighting algorithm once per day while a survey is open.

Using/Sharing the Results

What can I see in my online report?

Once a survey has closed, you can click on the survey and scroll down to view the results. You'll see three tabs: Participation, Survey Results, and Advanced Results. Under Participation, you'll get an idea of the respondents to your survey, including responses over time, representativeness by gender and age, and verified responses, plus a map of respondents' locations. Under Survey Results, you'll find the results broken down by each question. This will help you understand top-level results. Under Advanced Results, you'll see gender, age, and precinct breakdowns for each question. This will help you understand your results more specifically. Sometimes it is helpful to understand how verified residents or specific demographics (age, gender, etc) felt relative to other groups. You can view verified results and breakdowns to achieve this level of understanding. For example, perhaps we expect a decision to disproportionately affect young women and want to make sure we have a strong understanding of their preferences. That's where breakdowns can help. It's often helpful to understand who responded to a given question and whether that group achieves the intended level of representation. Participation rates are available in real time, so you can understand who you are reaching, who you are not, and can adjust outreach accordingly. You can view participation rates overall from your dashboard, or view participation rates by each survey by clicking on the survey and navigating to the Participation tab. Communicating results on any topic or issue is the primary way to inform decisions and is a critical aspect of civic engagement. Both positive and negative sentiments derived from the engagement effort help shape decisions that impact the future. On Polco, you can prepare reports for communicating results to your organizational leadership, stakeholders and staff. Polco's engagement platform is designed to

provide sentiment mapping and relevant demographic information from local responders. With Polco's reporting function, you can generate a standard PDF report.

Who can see our results?

Only profile administrators can view question analytics online. Anyone who is responsible for managing the profile and posting questions and/or should have access to the analytical data should be made a profile administrator. You can also add view-only administrators who can view the question results, including all profile analytics, but can't post or edit online content.

Presenting results to your stakeholders is an important aspect of successful civic engagement. You can give individual members administrative viewing rights so they can follow results in real time and print reports as needed. You can also incorporate question results in written form or create a more in-depth analytical report for a meeting to help inform your decision-makers.

How do I filter my results?

Respondents to your surveys represent people both inside and outside your community, as well as both registered and unregistered voters. In order to see who is responding to your survey, or if you'd like to see only verified respondents or respondents within city limits, you can filter your result views. This allows you to see verified voters inside your community, those who are subscribed to your community, and all verified voters. This helps you see the subscribers within your city limits. If nearby cities are using Polco, you may notice that those people are included on the map. For example, if you wanted to do a downtown revitalization plan, you might want to know what the people in a nearby city think since you want them to spend money in your revitalized downtown. But you can always filter the verified results to see just people in your city limits. The "participants" tab for any of your surveys helps you understand your respondents. When you know who is responding to your surveys, you can target your outreach efforts in order to ensure that your survey gets to as many people as possible and a representative sample of your community. In order to protect the anonymity of respondents, you will not see the breakdowns by demographics until you have at least 10 respondents. Once you have 10 respondents, you can see respondent demographic breakdowns sorted by:

- Age & Gender: This is shown both as those who have self-reported their age/gender and for those who are verified from their voter registration record
- Ethnicity: This is shown if your respondents have self-reported their ethnicity
- Location map: This is shown for verified respondents

You may see data here even before you have asked your respondents these questions. For example, even if you didn't add a demographic question on your survey about race/ethnicity, the respondent may have answered this question on another survey. If that's the case, it will automatically populate on your Participants tab. You will see age, gender, and location for respondents who have been verified. This information comes from their voter registration file, so it will appear even if you didn't ask these questions on your survey. You can use this information to:

- Increase the number of responses in your non-probability sample
- Target your outreach efforts to different communities by primary language spoken
- Target your outreach to specific areas of your city
- Focus on outreach to certain groups by ethnicity, gender, and age

How do we know that we are only hearing from our residents, and not the residents of another jurisdiction?

In some situations, you'll want to ensure that you're hearing only from your residents. In other cases, you may want the input of those who work in your jurisdiction but don't live there (i.e. commuters), or those who regularly visit your jurisdiction (tourists, college students, people who visit businesses in your downtown, etc.). While we don't currently block non-residents from taking a survey, there are various ways on Polco to see only the results from your residents. When local leaders want to ensure that they are hearing ONLY from residents of their jurisdiction, they'll want to use the features built into Polco to filter for these results.

There are a few ways to do this, and in this section we will walk through each one.

Registration & Voter File Verification: The default setting on Polco attempts to match respondents with public voter registration records when they include their full name and zip code. When respondents answer their first questions on Polco, they are notified that they will be asked to set up an account with their zip code and email (registration) before they are able to submit their response. Asking for the respondent's email and zip code helps you build your panel of respondents, so those people are notified of future surveys. Once they have provided their email and zip code, they are asked for voter file verification information (full name and zip code). The name and zip code are used to attempt to verify that person using voter registration records (verification), giving Polco administrators additional demographic information such as gender, age range and voting district. This also helps us know where respondents are generally located (in or outside the city boundaries). Registration further helps ensure that participants are residents of the jurisdiction (beyond providing a zip code), and that they don't vote more than once per poll (already partly mitigated by providing an email address). Polco values respondent privacy and does not report individually identifying information. Polco uses the respondent's input and a proprietary matching algorithm to find that individual within a local verification list (usually the voter registration database for the city). By comparing verified results to unverified results, admins can get a better idea of the accuracy of their results and identify any potential issues. Typically about 60-70% of respondents are verified. Registration ensures that registrants only respond to each survey once, reducing fraud and ballot box stuffing. It is rare that the same person makes the effort to register twice. Additionally, those respondents who are then verified give further confirmation of their residency. Once your results are in, you can compare verified and unverified respondents by clicking on "Results" or "Advanced Results."

Add a Self-Reported Residency Question: If you know that you only want input from residents within the boundaries of your jurisdiction on a particular survey or poll, you can make the first question on the survey a self-reported description of location. This could be a multiple choice question that says "Do you live within the boundaries of Purcellville?" "Yes/No." Use conditional logic to end the survey for respondents who answer "No." This will function as an extra check to ensure that you're hearing from respondents within your jurisdiction. Note that in larger metropolitan areas, some residents have a mailing address that is not actually within that city's jurisdiction (for example, unincorporated county areas). Those residents likely use the city's services, so their input is still valuable.

Filter by Location: Respondents to your surveys represent people both inside and outside your community, as well as both registered and unregistered voters. You may sometimes want to

know how visitors to your downtown are spending their dollars in your jurisdiction or get input from hard-to-reach populations (like undocumented individuals and people who are not registered voters), among other use cases. In order to see who is responding to your survey, or if you'd like to see only verified respondents or respondents within city limits, you can filter your result views. This allows you to see verified voters inside your community, those who are subscribed to your community, and all verified voters. This helps you see the subscribers within your city limits. On the map of respondents, you'll see that people following your city's profile will be both from within and outside the city. If nearby cities are using Polco, you may notice that those people are included on the map. For example, if you wanted to do a downtown revitalization plan, you might want to know what the people in a nearby city think since you want them to spend money in your revitalized downtown.

What are crosstabs and how do they work?

In the world of survey research, "crosstabs" are a common way of analyzing survey results. "Crosstabs" refer to the process of cross-tabulation, which is used to analyze the relationship between different variables (in survey research, the relationship between two or more survey questions). Crosstabs make your data more actionable by helping you identify patterns, trends, and correlations within your survey results. They also help you break down your results into more manageable pieces so you can focus on specific topics and demographics. Knowing how different groups of respondents answered particular questions can empower you to make data-driven decisions based on resident needs. At Polco, we sometimes use the word "crosstabs" interchangeably with "breakdowns" or "comparisons."

How have other jurisdictions shared results with their communities?

It varies by jurisdiction. Many post the report on their websites and embed or link to the results in the news section or their municipality's blog. Some give overviews in their newsletters or as utility bill enclosure, often pointing to a web URL to find the full report. Others will create press releases or have press conferences. A few jurisdictions have also packaged their results with "next steps," showing the community how they are responding to the new information. We strongly encourage you to share the results, ideally in numerous ways. This will help build trust and engagement as residents see that their responses are valued.

How have other communities used their survey results?

Other jurisdictions often use their survey results to make policy decisions and assist with strategic planning and budgeting. Communities also use the results to compare the perceptions of their jurisdictions' leadership and staff with those of their residents to see if they align. Below are a number of ways that communities use these results:

- To measure service performance
- To assess community needs
- To make strategic plans
- To demonstrate the openness of the government
- To evaluate potential policies or community characteristics
- To continue a trend line from periodic surveying
- To respond to a council mandate

Polco Road to 100 Cities Pilot Program

Recommendation for Community Engagement Services

Prepared for: Juno Beach, FL

Date: August 18, 2023

Description of the program:

Polco is offering an exclusive pilot program available for communities with a population of 15,000 or less. The unpublished pricing will be available to the first 100 communities. As we work to support communities with smaller populations we are asking participants of the program to serve as an ambassador, so we can learn more about how we can best support communities like yours. Polco will solicit your candid, ongoing feedback about our platform and services and look to showcase your community in Case Studies. We desire a win/win relationship and commitment to mutual success.

The unpublished pricing is available upon a 2-year commitment and your willingness to provide feedback in addition to being a part of marketing materials such as case studies. The price for this exclusive pilot program includes The Engage Module, the Overview Dashboard, and a Domain Dashboard of your choosing. Upon completion of the pilot program, you will be offered a renewal option at our published pricing based on your population size.

The Engage Module Overview:

Community leaders use our Engage module to get essential input from residents and other stakeholders. They engage their community on a wide variety of topics at critical points in policy and decision-making cycles - information gathering, needs assessment, resource trade-offs, policy review, performance measurement, etc. Polco provides the platform to build from with customizable or templates surveys, polls, live events, and simulations.

The Track Module Overview:

The Track Module's data dashboards place community statistics alongside resident sentiment to provide insight into areas of strength and need in your community. Comparisons to our nationwide database provide context for your community's data. These dashboards are powered by the strategic Government Performance Action and Learning (GPAL) collaboration. GPAL was originally envisioned by Polco and COWS at UW Madison in conversation with ICMA.

Data scientists from Polco and COWS vetted data from hundreds of potential sources and chose the highest quality, most comparable, and most comprehensive performance metrics. Thousands of hours were dedicated to collecting, cleaning, and integrating hundreds of data points. This data was then added to Polco's proprietary database of longitudinal stakeholder sentiment from hundreds of communities and organized into the domains from the National Research Center's model of community livability - a model developed through decades of research and work with local governments. Indices were developed to provide an overview of community health in each domain, with deep dives into the components. The indices and overall model were improved through review and discussion with key initial collaborators at Arizona State University, Envisio, and Stanford.

Your Polco Plan 24-Month Term

The Polco Modules			
✓	The Polco Pilot Program: Engage, Overview Dashboard, and Pick from one of the six domain dashboards		\$3,900
	Track		
✓	Overview Dashboard		INCLUDED
	Economy Domain		PICK ONE
	Community Health		PICK ONE
	Safety Domain		PICK ONE
	Land Use Domain		PICK ONE
	Community Connectedness Domain		PICK ONE
	Education, Arts, and Culture		PICK ONE
✓	Engage		
✓	Ask (Surveys and Polls)		
	In-Product Weighting		
✓	Polco Live		
✓	Polco Library		
	Assess	Update Frequency	
	National Community Survey	Every 12/24 months	
	National Employee Survey	Every 12/24 months	
	National Business Survey	Every 12/24 months	
	National Law Enforcement Survey	Every 12/24 months	
	National Employee Survey - Law Enforcement	Every 12/24 months	
	Community Assessment Survey for Older Adults	Every 12/24 months	
Balancing Act Modules			
	Simulate - Housing and/or Budgeting		
	Simulate - Add Mapping		
	Prioritize		
	Taxpayer Receipt		
	Concierge Sim Building Service		
Total Investment: \$1,950 per yr x 2 yr min contract = \$3,900			\$3,900



Meeting Name: Town Council
Meeting Date: September 13, 2023
Prepared By: Davila, F.
Item Title: Resolution 2023-13 – Amending the Town of Juno Beach Fee Booklet

DISCUSSION:

The Town of Juno Beach Fee Booklet contains fees associated with Building Permits, Business Taxes, Miscellaneous Fees, Planning and Zoning applications, etc. Town staff is proposing to modify some of these fees effective October 1st, 2023 or soon thereafter.

The Building Division Fees were originally added to the Fee Booklet in March of 2008 (Resolution 2008-04), and were last amended in July of 2020 (Resolution 2020-05).

Resolution 2020-05 kept the minimum permit fee of \$75 and established a new permit fee of 3% of the value of the work being performed plus any state fees. The permit fee was consistent with the average fees recovered by the Town from years 2009 to 2019 (avg. permit fee was 2.93%), and was cost-neutral as required by Section 166.222(1), Florida Statutes.

Section 166.222(1), Florida Statutes, Building Code Inspection Fees, states the following:

The governing body of a municipality may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provision of its building code.

Furthermore, Section 553.80(7)(a), Florida Statutes, provides that such fees “shall be used solely for carrying out the local government’s responsibilities in enforcing the Florida Building Code.” When providing a schedule of reasonable fees, the total estimated annual revenue derived from the fees may not exceed the total estimated annual costs of such activities. Due to recent rise of major construction within the Town, the Town is proposing a new fee schedule that is cost-neutral as required by Sections 166.222(1) and 553.80(7)(a), Florida Statutes. The new building permit fees will establish a new minimum permit fee of \$100, and a tiered building permit fee that is based on the value of the work being performed (see below).

Tiers	Value of work	Building Permit Fee
1	Under \$5,000	\$100 flat fee
2	\$5,000 to \$1,000,000.00	2.0% of value of work
3	\$1,000,000.01 to \$3,000,000.00	1.75% of value of work
4	Over \$3,000,000.01	1.5% of value of work

Along with proposing new fees for the Building Division, staff is also proposing to make changes to the other sections of the Fee Booklet. For Councils reference, please see attachment #1 (additional language is underlined and deleted language is ~~stricken through~~).

Staff's objective for the proposed fee booklet is to have it go into effect at the beginning of the upcoming Fiscal Year, October 1st, 2023 or soon thereafter.

RECOMMENDATION:

Staff recommends that the Town Council approve Resolution 2023-13 amending the Comprehensive Fee Booklet to revise the Town of Juno Beach Fee Booklet.

RESOLUTION 2023-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING THE COMPREHENSIVE FEE BOOKLET SETTING FORTH ALL FEES AND RELATED CHARGES COLLECTED BY THE TOWN FOR GOVERNMENTAL SERVICES AND APPROVALS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2008, the Town Council adopted a comprehensive fee booklet setting forth all of the fees charged by the Town for governmental services and approvals, as subsequently amended; and

WHEREAS, Town Staff is proposing amendments to the fee booklet to revise the schedule and methodology for calculating building permit fees, revise and eliminate administrative fees, and revise Town Center rental fees; and

WHEREAS, the Town Council determines that the adoption of the proposed revisions to the comprehensive fee booklet is in the best interests of the Town and its residents.

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 amends the Comprehensive Fee Booklet as set forth in Exhibit "A" attached hereto and incorporated herein by reference (additional language underlined and deleted language stricken through).

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

Section 4. This Resolution shall become effective October 1, 2023.

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



TOWN OF JUNO BEACH

FEE BOOKLET

Approved by Town Council: May 27, 2009

Last Amended: September 13, 2023

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I. Building Permit Fees and Additional Service Fees:

MAIN BUILDING PERMIT WILL INCLUDE ALL SUB-PERMITS

The Building Permit fee is ~~three percent (3%)~~ of based on the value of the work being performed.

<u>Value of Work</u>	<u>Percentage of Valuation *</u>
<u>Under \$5,000</u>	<u>\$100.00 flat fee</u>
<u>\$5,000.01 to \$1,000,000.00</u>	<u>2.0% of value of work</u>
<u>\$1,000,000.01 to \$3,000,000.00</u>	<u>1.75% of value of work</u>
<u>Over \$3,000,000.01</u>	<u>1.5% of value of work</u>

* Plus all applicable taxes

- Final Cost Affidavit is required before Certificate of Completion or Certificate of Occupancy is issued.
- New or Replacement of Residential or Commercial Projects requires thirty percent (30%) of permit fee when the application is submitted; for all other permits, one hundred percent (100%) of permit fee is due when the application is submitted.

Minimum Permit Fee: ~~\$75.00~~ 100.00

After the Fact Permit: Three (3) Times the Permit Fee plus Permit Fee

Revision: ~~\$75.00~~ 100.00
Plus \$15.00 per plan sheet or attachment

Renewal or Extension of Permit:
 Master ~~\$75.00~~ 100.00
 Sub-Permit \$50.00

Change of Contractor (from same location from one contractor or TBD to another) \$50.00

Re-Inspections:
 1st Re-Inspection \$50.00
 2nd Re-Inspection (same type) \$50.00 + \$50.00 Penalty Fee
 3rd Re-Inspection (same type) \$50.00 + \$100.00 Penalty Fee
 4th Re-Inspection (same type & all thereafter) \$50.00 + \$150.00 Penalty Fee

After Hours, Weekend or Holiday Inspection
 (Requires three (3) days' notice)
 Weekdays: \$75.00 per Hour with two (2) hour minimum
 Weekends: \$75.00 per hour with four (4) hour minimum
 Holidays: \$75.00 per Hour with four (4) hour minimum

Replacement Cost (permitted plans) \$35.00 plus printing cost

Administrative appeal: \$250.00

Contractor registration fee:

Non-State Certified Contractors \$2.00

State Certified Contractors No Charge

Refunds: (only within thirty (30) days of issuance for work that has not started) Seventy percent (70%) of the amount over \$100.00

Specialty fees such resubmittal fees, revision fees, change of contractor, etc. are NOT REFUNDABLE)

Temporary obstruction: \$35.00

Trimming native vegetation on the dune: \$100.00

II. Business Taxes:

These fees are determined by the Town Council pursuant to Ordinance and can be found in Chapter 28 of the Town of Juno Beach Code of Ordinances.

III. Miscellaneous Fees:

A. **ADMINISTRATIVE FEES:**

Certified Copies:	\$1.00 per page
Subdivision Regulations:	\$10.00 per copy
Zoning Book:	\$5077.00 per copy
Comprehensive Development Plan:	\$1012.00 per copy
Support Documentation for Comprehensive	
Development Plan:	\$25.00 per copy
Building Plans:	\$7.50 plus the cost of reproduction
Maps (11x17):	\$5.00 per map
Maps (24x36):	\$15.00 per map
Video Reproduction:	\$0.50 (per disc)
Audio/Document Reproduction:	\$0.60 (per disc)
Microfilm or Microfiche Copies:	\$2.50 per copy
Title/Lien Search Fee:	\$25.00
Miscellaneous Copies:	.15 cents per page

Return check charge: \$30.00 or actual amount charged by bank (whichever is greater)

~~Local Fax: Free~~

~~Long Distance Fax: Free~~

Notary Service (Resident): Free

Notary Service (Non-Resident): \$5.00

Extensive use of information technology resources Or labor cost of personnel (billed on quarter hour increments): \$35.00 per hour

Beach Storage of Watercraft: \$20.00

B. POLICE FEES:

Parking Citations (other than Parking in Space Reserved for Physically Disabled): \$25.00
Parking in Space Reserved for Physically Disabled: \$250.00
Late Penalty: \$25.00
Police Reports (1-10 pages): Free
Police Reports (10+ pages): .15 cents per page
VIN Verifications: Free
Fingerprinting (In-Town Applicant): \$5.00
Fingerprinting (Out of Town Applicant): \$15.00

Beach Fire Permit (Residents) \$50.00
Beach Fire Permit (Non-Residents) \$300.00
Beach Fire Deposit (Residents and Non-Residents) \$100.00
Refundable if all permit conditions are met

C. TOWN CENTER RENTAL FEES:

(Subject to the Application Process)

Non-Food Events – Residents and Employees No Charge
Non-Food Events – Corporations/Organizations/ Non-Residents: ~~\$500~~750.00 per day
Food Events – Residents and Employees ~~\$500~~750.00 per day
Food Events – Corporations/Organizations/ Non-Residents: ~~\$1,000~~1,500.00 per day

Reservation Deposit: \$~~50~~100.00

Security Deposit for Non-Food Event– Cash: \$~~500~~1,000.00 per day
 Security Deposit for Food Events – Cash \$~~1,000~~1,500.00
 Refundable after use at the discretion of the
 Town Manager

Juno Beach Town Employee: Current rate with a
3 hour minimum

Cleaning Service Fee: Current rate
 Condominium/Homeowners Association meetings: No Charge

D. SPECIAL EVENTS:

On-Site Special Events

Event type:

Resident block party Free
 Local Business Limited Area Events \$50.00

- Local Business Limited Area events shall only be issued to local businesses based on criteria specified in Chapter 34; Article IV, Division 9, Town of Juno Beach Code of Ordinances.

Off-Site Special Events:

<u>Event Type</u>	<u>Application Fee</u>	<u>Permit Fee</u>	<u>Security Deposit</u>	<u>Deadline Late Fee</u>
Low-Impact (25 to 999 attendees)	\$100	\$100	\$500	\$200
Medium-Impact (1000-4999 attendees)	\$200	\$500/day	\$1,000	\$400
High-Impact (5000+ attendees)	\$300	\$1,000/day	\$5,000	\$600

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

- Applications are required to be submitted in accordance with the deadlines established in the application for off-site special events and are subject to all conditions set forth therein.

- Deposits must be issued by a separate check and all checks must be made payable to the Town of Juno Beach.
- Applications with 0-24 attendees are administratively approved.

IV. Planning and Zoning Fees:

Comprehensive Plan Amendment (Change to the Future Land Use Map or Text):	\$2,750.00
Zoning Code Text Amendment or Map Change (Rezoning):	\$1,600.00
Site Plan Review for a single-family residential dwelling unit:	\$75.00
Site Plan Review for a two-family residential dwelling unit:	\$750.00
Site Plan Revision for a two-family residential dwelling unit:	\$250.00
Site Plan Review or Major Amendment for 3 to 99 residential units:	\$1,500.00
Minor Amendment:	\$500.00
Minor Amendment which requires Engineering or Utility Plan review:	\$1,000.00
Site Plan Review or Major Amendment for 100 residential units or more:	\$2,300.00
Minor Amendment:	\$500.00
Minor Amendment which requires Engineering or Utility Plan review:	\$1,000.00
Site Plan Review or Major Amendment for all non-residential sites:	\$2,000.00
Minor Amendment:	\$500.00
Minor Amendment which requires Engineering or Utility Plan review:	\$1,000.00
Official Adoption of a Master Plan for a Planned Unit Development:	\$2,800.00

Amendment in the plan or conditions of a Planned Unit Development:

Major Amendment:	\$1,850.00
Minor Amendment:	\$1,300.00

Development of Regional Impact (DRI): \$5,000.00

Amendment to Development of Regional Impact:

Substantial Deviation (as defined in Chapter 380.06, Florida Statutes):	\$2,500.00
Any changes other than Substantial Deviation:	\$1,500.00

Application for Special Exception Use: \$1,500.00

Application for Accessory Use: \$250.00

Application for Hearing in front of "Zoning Board of Adjustment and Appeals" (Variance or administrative decision): \$500.00

Subdivision and Platting or revision:

Base Fee:	\$1,500 (plus fees paid by the Town)
Per Parcel Fee:	\$45.00

Abandonment of any street, road, alleyway or easement: \$1,000.00

Voluntary Annexation: Free

No fee is charged for a rezoning or Comprehensive Plan amendment associated with a voluntary annexation.

Adequate Facilities Determination: \$200.00

Initial Application for Sidewalk Café Fee \$100.00

Annual Permit Sidewalk Café Fee \$250.00

Initial Application for Doggie Dining Fee \$100.00

Annual Permit Doggie Dining \$500.00

Zoning Determination Letter Request	\$45.00 (plus staff time after 1 st hour)
Surety Deposit Projects Less than 1 Acre	\$1,000.00
Surety Deposit Projects Greater than 1 Acre	\$2,000.00

Note: All applications for site plan and appearance review approval, including single-family homes, are subject to the Town’s Professional Reimbursement Cost Policy as adopted by Ordinance Nos. 615 and 657. This Policy requires the applicant to reimburse the Town for professional fees and costs, such as legal fees and engineering fees, incurred by the Town during the review process.

V. Sewer Connection Fees:

These fees are determined by the Town Council pursuant to Ordinance and can be found in Chapter 32, Section 42 of the Town of Juno Beach Code of Ordinances.

VI. Water Capital Improvement Charges:

These fees are determined by the Town Council pursuant to Ordinance and can be found in Chapter 32, Section 42 of the Town of Juno Beach Code of Ordinances.



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Len Rubin/David Dyess
Item Title: Building Official Contract Services Second Amendment

DISCUSSION:

In Resolution 2023-13, Staff recommended a reduction in building fees being collected. The reduction is needed to maintain a balance between revenue and expenses within the building fund as required by state law. When the Town issued its Request for Proposals for Building Official services, the 3% permit fee was the basis of the bid response percentage. To equalize the funding for the Building Official Services Contract, Staff is recommending the execution of a Second Amendment to the Contract to provide for an increase in the percentage given to the contracted provider. With the new permit fee and new percentage ratio, the Town will maintain its revenue to cover its expenses and the Building Official Services will maintain the revenue as if the Town were collecting the original 3% that was bid upon. The Contract, as amended in 2022, expires on September 30, 2024.

	Permit Fees Proposed	Building Official Percent of Fees
Tier 1	<\$5000 = \$100	40.0%
Tier 2	>\$5000<\$1M - 2.0%	60.0%
Tier 3	>\$1M< 3.0M - 1.75%	60.0%
Tier 4	>3.0M 1.5%	70.0%

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Contract

**SECOND AMENDMENT TO
CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW
AND INSPECTION SERVICES**

This Second Amendment is made as of the ____ day of _____, 2023 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as TOWN, and DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP, a Florida corporation, hereinafter referred to as CONTRACTOR, whose FEI Number is 46-0882396.

WHEREAS, based on the TOWN’s issuance of a Request for Proposals (“RFP”), the TOWN and CONTRACTOR executed a Contract for Building Official, Plan Review and Inspection Services dated September 15, 2020 (“Contract”); and

WHEREAS, the TOWN and CONTRACTOR subsequently executed an Amendment to the Contract dated August 24, 2022 to extend the term through September 30, 2024 and add a provision required by law; and

WHEREAS, the bid proposal submitted by CONTRACTOR in response to the RFP was based on the TOWN collecting a building permit fee equal to three percent of the construction cost; and

WHEREAS, in order to comply with state law governing the collection and use of building permit fees, the TOWN is reducing the building permit fees, and the TOWN and CONTRACTOR wish to adjust the compensation paid to CONTRACTOR so that the TOWN maintains its revenue to cover its expenses, and CONTRACTOR maintains the same revenue as if the TOWN were still collecting the three percent fee.

NOW, THEREFORE, in consideration of the mutual promises contained in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the TOWN and the CONTRACTOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein by reference.
2. Effective October 1, 2023, Article 3.A of the Contract is hereby amended to read as follows:

The TOWN agrees to compensate CONTRACTOR for Building Official, Plan Review and Inspection Services based on the following revenue share of building permit fees collected by the TOWN:

<i>Permit Amount:</i>	<i>Revenue Share (Town/Contractor):</i>
<\$4,999.99 (\$100 fee)	60%/40%
\$5,000 to \$1,000,000 (2% fee)	40%/60%
>\$1,000,000 to \$3,000,000 (1.75% fee)	40%/60%
>\$3,000,000 (1.5% fee)	30%/70%

In addition to the foregoing, CONTRACTOR shall perform Natural Disaster Services, including inspections and post-disaster building/property damage assessments at no cost to the TOWN.

3. All other provisions of the Contract, as amended, to the extent not expressly modified in this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:
DIVERSIFIED BUILDING DEPARTMENT
MANAGEMENT CORP.

BY: _____
TOWN MANAGER

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Contract is made as of the 15 day of September, 2020 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as the TOWN, and DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP, a Florida corporation, hereinafter referred to as the CONTRACTOR, whose FEI Number is 46-0882396.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

- A. The CONTRACTOR shall provide all services in accordance with the Scope of Work/Technical Specifications ("Services") as outlined in the Request for Proposals issued by the TOWN for Building Official, Plan Review and Inspection Services, which is incorporated herein by reference as if fully set forth herein.
- B. The TOWN'S representative/liaison during the performance of this Contract shall be the TOWN's Director of Planning and Zoning.

ARTICLE 2. TERM/COMMENCEMENT DATE

This term of this Contract shall be for a period of two (2) years, commencing on October 1, 2020, with one (1) additional two-year term at the option of the TOWN, unless terminated earlier in accordance with Article 4. No cost increase to the TOWN shall be imposed within the initial term or renewal term, as applicable.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR for Building Official, Plan Review and Inspection Services based on the following revenue share of building permit fees collected by the TOWN:

<i>Permit Amount:</i>	<i>Revenue Share (Town/Contractor):</i>
\$0 to \$500,000	60%/40%
\$500,001 to \$1,000,000	60%/40%
\$1,000,001 and over	65%/35%

In addition to the foregoing, CONTRACTOR shall perform Natural Disaster Services, including inspections and post-disaster building/property damage assessments at no cost to the TOWN.

- B. Payments – Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the TOWN representative's receipt and approval.

ARTICLE 4. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon **ninety (90) days** prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon **thirty (30) days** written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the Services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under Federal, state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, security and insurance.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions insurance, in the amount of \$1,000,000 in aggregate to protect CONTRACTOR from claims for damages for

bodily and personal injury, including wrongful death, as well as claims of property damage or other damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes. The provisions of this article shall survive termination of the Contract.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors,

executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

ARTICLE 12. NONDISCRIMINATION

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

ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of

an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the required Services, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 17. MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the TOWN of any estimated change in the completion date; and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

ARTICLE 18. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attention: Joseph Lo Bello, Town Manager

and if sent to the CONTRACTOR shall be mailed to:

Diversified Building Department Management Corp
15868 71st Drive North
Palm Beach Gardens, Florida 33418
Attention: Buck Evans, President

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 21. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 22. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 23. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 24. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 25. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Town Council of the TOWN or its designated representative.

ARTICLE 26. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 27. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 28. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, DEPUTY TOWN CLERK CAITLIN COPELAND AT (561) 656-0304 OR CCOPELAND@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

[Remainder of page intentionally blank – signatures on next page]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:

BY: [Signature]
TOWN MANAGER

BY: [Signature]
Name: _____
Title: President

ATTEST:

WITNESSED BY:

BY: [Signature]
TOWN CLERK

[Signature]
Print Name: Nancy Harvey

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]
TOWN ATTORNEY

AMENDMENT TO CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Amendment is made as of the 24th day of August, 2022 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as the TOWN, and DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP, a Florida corporation, hereinafter referred to as the CONTRACTOR, whose FEI Number is 46-0882396.

WHEREAS, on September 15, 2020, the parties executed a Contract for Building Official, Plan Review and Inspection Services ("Contract") whereby CONTRACTOR agreed to perform such services in accordance with the Request for Proposals issued by the TOWN; and

WHEREAS, Section 2 of the Contract provided for a term of two years, with one additional two-year term at the option of the TOWN; and

WHEREAS, the TOWN wishes to exercise its option for an additional two-year term, and the parties wish to acknowledge the extension through the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the TOWN and CONTRACTOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein by reference.
2. Article 2 of the Contract is hereby amended to extend the term of the Contract for an additional two years, from October 1, 2022 through September 30, 2024.
3. The Contract is amended to include a new Article 29 to read as follows:

ARTICLE 29. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

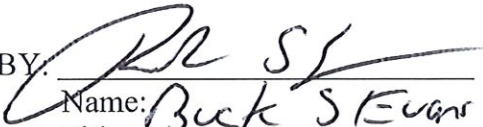
4. All other provisions of the Contract, to the extent not expressly modified in this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Amendment to Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:

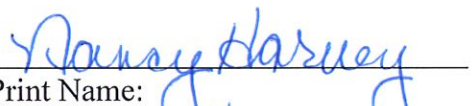
BY: 
TOWN MANAGER

BY: 
Name: Buck STEVENS
Title: President.

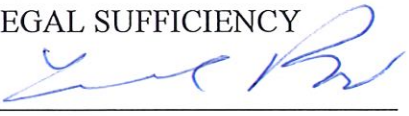
ATTEST:

WITNESSED BY:

BY: 
TOWN CLERK


Print Name: Nancy Harvey

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: 
TOWN ATTORNEY



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Len Rubin/Michael Ventura
Item Title: Resolution No. 2023-14 – Creation of Building Code Restricted Reserve Account

DISCUSSION:

Staff has found that fluctuations in building permits have caused highs and lows in the revenue collection to fund the expenses related to the Town's building permitting, plan review, and building official functions. Section 553.80(7)(a), Florida Statutes restricts the use of such revenue to the Town's responsibilities in enforcing the Building Code and provides that any unexpended balances must be carried forward to future years for allowable activities or refunded. It further prohibits the Town from carrying forward any amount exceeding the average of its operating budget for enforcement the Florida Building Code for the previous four years, excluding any reserve amounts.

Currently, the Town does not have an official reserve fund dedicated to the Town's Building Code enforcement function. The creation of a reserve account will ensure compliance with Florida law and both provide for the future capital needs of the Building Department and assist with rate stabilization throughout the years. With the creation of the Building Code Restricted Reserve Account, the undedicated balance of revenue collections during the fiscal year will be placed in reserve as of September 30, 2023. At the year-end for each subsequent year, excess revenue will be added to Reserve Account or taken from the Reserve Account to fund Town Council approved expenses if there is a shortfall in revenue.

RECOMMENDATION:

Recommend approval of Resolution 2023-14

RESOLUTION 2023-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, CREATING A BUILDING CODE RESTRICTED RESERVE ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.222(1), Florida Statutes, authorizes the Town to create a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of the Florida Building Code; and

WHEREAS, Section 553.80(7)(a), Florida Statutes, requires that such fees be used solely for carrying out the Town's responsibilities in enforcing the Florida Building Code and that the total estimated revenue derived from the fees may not exceed the total estimated annual costs of such activities; and

WHEREAS, Section 553.80(7)(a), Florida Statutes, further provides that any unexpended balances must be carried forward to future years for allowable activities or refunded, and prohibits the Town from carrying forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous four years, excluding any reserve amounts; and

WHEREAS, in order to ensure compliance with all statutory requirements, the Town Council wishes to transfer all unexpended building permit fees restricted for Florida Building Code enforcement into a Building Reserve Account at the end of the fiscal year; and

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

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

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

Section 2. The Town Council hereby transfers all unexpended building permit fees and other funds restricted for Building Code Enforcement as of September 30th into a Building Code Restricted Reserve Account. Such funds may only be expended as authorized by law, including, but not limited to, offsetting expenses relating to training and Building Code enforcement, defraying the future capital needs of the Building Department, and providing rate stabilization in future years.

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

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Resolution 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 Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

RESOLVED AND ADOPTED this _____ day of _____, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Michael Ventura
Item Title: Approving the 2023-2024 Tentative Millage Rate

DISCUSSION:

At the June 28th, 2023 Town Council Meeting staff presented a Millage Rate of 1.8195 mills and at the July 26, 2023 Town Council meeting, the Council voted to set the proposed ad valorem millage tax rate for FY 2023-2024 at 1.8195 mills.

During the August Town Council meeting, Council and staff reviewed the Proposed Millage rate and Annual Budget. The Town Council's consensus was to keep the tentative ad valorem millage tax rate at 1.8195 mills. This millage rate represents a 11.95% increase above the roll back rate of 1.6253; however, it is equal with last year's millage rate of 1.8195. This millage will generate \$3,966,863 in budgeted Ad Valorem.

RECOMMENDATION:

Staff recommends the Town Council consider a motion to approve the millage tax rate at 1.8195 mills which is 11.95% above the rolled-back rate of 1.6253 mills.



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Michael Ventura
Item Title: Approving the 2023-2024 Tentative Budget and Other Items

DISCUSSION:

At the August Town Council Meeting, Council and staff reviewed the 2023-2024 Proposed Annual Budget. Staff has reviewed and updated the Proposed Budget and has prepared the 2023-2024 Tentative Annual Budget. The only changes are the incorporation of the unexpended current year encumbrances such as Universe Blvd.

The 2023-2024 Tentative Annual Budget is attached for your review. Staff is also recommending approval of the following items:

1. Pursuant to the Personnel Manual, the Town Council approves the employee Classification & Pay Schedule which takes effect each October 1st with the adoption of the annual budget. The Pay Ranges included on the attached schedule reflect changes consistent with the proposed cost of living adjustment (COLA) of 5.00% for all employees except for the Town Manager.
2. 5-Year Capital Improvement Plan

RECOMMENDATION:

Staff recommends the Town Council consider a motion to approve the 2023-2024 Tentative Annual Budget. In addition, a motion to approve the Classification & Pay Schedule and the 5-Year Capital Improvement Plan.

Attachments: 2023-2024 Tentative Annual Budget
Classification & Pay Schedule
5-Year Capital Improvement Plan
Detailed - 2023-2024 Tentative Annual Budget

**TOWN OF JUNO BEACH
ANNUAL BUDGET
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024**

GENERAL FUND

REVENUES	FISCAL YEAR <u>2022-2023</u>	FISCAL YEAR <u>2023-2024</u>	PERCENT <u>CHANGED</u>	AMOUNT <u>CHANGED</u>
Ad Valorem Taxes	\$3,401,989	\$3,966,863	16.60%	\$564,874
Local Option, Use & Fuel Taxes	57,283	57,283	0.00%	0
One-Cent Discretionary Surtax	305,851	305,851	0.00%	0
Utility Services Taxes	896,364	953,364	6.36%	57,000
Local Business Tax	70,000	70,000	0.00%	0
Building Permits	900,000	1,040,000	15.56%	140,000
Franchise Fees	97,500	100,000	2.56%	2,500
Permits, Fees & Special Assessments	156,450	159,950	2.24%	3,500
Grants	2,491,750	274,500	-88.98%	(2,217,250)
Intergovernmental Revenue	497,249	533,180	7.23%	35,931
Charges for Services	42,000	40,000	-4.76%	(2,000)
Fines and Forfeitures	25,500	25,500	0.00%	0
Investment Earnings	90,000	150,000	66.67%	60,000
Miscellaneous	577,000	97,000	-83.19%	(480,000)
From Impact Fees-Restricted	40,000	75,000	87.50%	35,000
From Forfeiture Fund-Restricted	10,000	0	0.00%	(10,000)
From Contributions-Restricted	18,200	18,200	0.00%	0
From One-Cent Surtax-Restricted	575,899	705,399	0.00%	129,500
From Assigned Fund Balance	<u>825,000</u>	<u>2,942,500</u>	<u>256.67%</u>	<u>2,117,500</u>
TOTAL REVENUES	<u>\$11,078,035</u>	<u>\$11,514,590</u>	<u>3.94%</u>	<u>\$436,555</u>

EXPENDITURES BY DEPARTMENT

LEGISLATIVE

Salaries	\$16,200	\$16,200	0.00%	\$0
Employee Benefits	1,239	1,239	0.00%	0
Operating Expenses	<u>12,500</u>	<u>12,500</u>	<u>0.00%</u>	<u>0</u>
TOTAL LEGISLATIVE	29,939	29,939	0.00%	0

FINANCE & ADMINISTRATION

Salaries	678,449	674,302	-0.61%	(4,147)
Employee Benefits	205,325	187,478	-8.69%	(17,847)
Professional Fees	71,000	87,000	22.54%	16,000
Operating Expenses	142,900	161,650	13.12%	18,750
Capital Outlay	<u>7,500</u>	<u>55,000</u>	<u>633.33%</u>	<u>47,500</u>
TOTAL FINANCE & ADMINISTRATION	1,105,174	1,165,430	5.45%	60,256

**TOWN OF JUNO BEACH
ANNUAL BUDGET
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024**

	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024	PERCENT CHANGED	AMOUNT CHANGED
<u>COMPREHENSIVE PLANNING</u>				
Salaries	440,126	554,981	26.10%	114,855
Employee Benefits	136,876	161,676	18.12%	24,800
Professional Fees	431,000	475,500	10.32%	44,500
Operating Expenses	62,556	67,556	7.99%	5,000
Capital Outlay	<u>7,500</u>	<u>110,000</u>	<u>1366.67%</u>	<u>102,500</u>
TOTAL COMPREHENSIVE PLANNING	1,078,058	1,369,713	27.05%	291,655
<u>LAW ENFORCEMENT</u>				
Salaries	1,811,248	1,853,310	2.32%	42,062
Employee Benefits	830,903	940,979	13.25%	110,077
Professional Fees	37,700	37,700	0.00%	0
Operating Expenses	382,985	392,646	2.52%	9,661
Capital Outlay	<u>205,000</u>	<u>375,000</u>	<u>82.93%</u>	<u>170,000</u>
TOTAL LAW ENFORCEMENT	3,267,836	3,599,635	10.15%	331,799
<u>PUBLIC WORKS</u>				
Salaries	362,611	344,949	-4.87%	(17,662)
Employee Benefits	123,210	126,543	2.71%	3,333
Professional Fees	5,000	5,000	0.00%	0
Operating Expenses	472,007	524,694	11.16%	52,687
Capital Outlay	<u>3,706,700</u>	<u>3,378,250</u>	<u>-8.86%</u>	<u>(328,450)</u>
TOTAL PUBLIC WORKS	4,669,528	4,379,436	-6.21%	(290,092)
<u>GENERAL GOVERNMENT</u>				
Insurance	257,500	332,115	28.98%	74,615
Town Debt Service	0	0	0.00%	0
Contingency	<u>670,000</u>	<u>638,322</u>	<u>-4.73%</u>	<u>(31,678)</u>
TOTAL GENERAL GOVERNMENT	<u>927,500</u>	<u>970,437</u>	<u>4.63%</u>	<u>42,937</u>
TOTAL EXPENDITURES	<u>\$11,078,035</u>	<u>\$11,514,590</u>	<u>3.94%</u>	<u>\$436,555</u>

**TOWN OF JUNO BEACH
CLASSIFICATION & PAY SCHEDULE
(COMPENSATION PLAN)
FOR FISCAL YEAR 2023-2024**

<u>CLASS TITLE</u>	<u>PAY RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
Office Assistant/Receptionist	\$ 31,416	\$ 48,782
Maintenance Worker	\$ 37,890	\$ 57,299
Administrative Secretary	\$ 44,479	\$ 65,114
Permit/License Coordinator	\$ 44,479	\$ 65,114
Grounds Technician	\$ 45,123	\$ 67,685
Administrative Coordinator	\$ 48,208	\$ 72,303
Finance Technician	\$ 48,208	\$ 72,303
Planning Technician	\$ 48,208	\$ 72,303
Police Services Coordinator	\$ 48,208	\$ 72,303
Working Foreman	\$ 48,208	\$ 72,303
Code Compliance Officer	\$ 50,822	\$ 74,709
Code Compliance Officer II	\$ 52,766	\$ 79,224
Deputy Public Works Director	\$ 61,201	\$ 94,862
Principal Planner	\$ 61,201	\$ 94,862
Police Officer	\$ 69,428	\$ 102,352
Town Clerk	\$ 72,007	\$ 115,853
Project Coordinator/Risk Manager	\$ 77,586	\$ 121,431
Police Sergeant	\$ 83,641	\$ 123,762
Public Works Director	\$ 85,213	\$ 138,279
Police Lieutenant	\$ 88,454	\$ 122,880
Police Major	\$ 95,832	\$ 136,875
Director of Planning & Zoning	\$ 96,484	\$ 154,965
Finance Director	\$ 96,484	\$ 154,965
Police Chief	\$ 107,843	\$ 181,207
Town Manager	\$ 119,072	\$ 210,012

All wages are based on a 2,080 hour work year.

Exception: Police Officer and Police Sergeant - 2184 hours per year per contract

Pursuant to the Town's Personnel Manual, Article IV, Section 29, the Town Council shall establish range limits for all classified positions. The Classification and Pay Schedule will include the class (position) titles and the pay ranges and will take effect every October 1st with the adoption of the annual operating budget.

TOWN OF JUNO BEACH
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2024 - Fiscal Year 2028
September 2023
(Categorized by Funding Source)

	Proposed FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027	Projected FY 2028	5-YEAR TOTAL
FUNDED BY: ONE-CENT SURTAX REVENUE						
Kagan Park-Playground, Improvements	225,000					225,000
Pelican Lake/Community Area	191,750					191,750
Police Vehicle Marked (2) - Administration (1) - w/ Equipment	180,000	60,000	60,000	60,000		360,000
Celestial Way Stormwater Improvement (w/Resilience Grant	162,000					162,000
Atlantic Blvd./Ocean Ridge Pedestrian Path-Sidewalk / Improve	90,000					90,000
Pelican Lake - South Littoral Shelf (Construction)	50,000					50,000
Donald Ross Dune Walkover (FRDAP Grant \$112.5k 75%-25%)	37,500					
Kagan Park-Parking Lot Resurfacing	30,000					30,000
Town Center Fire Alarm System	25,000					25,000
Town Center-Restoration & Maintenance	20,000					20,000
ONE-CENT SURTAX PROJECTS & EQUIPMENT TOTAL	1,011,250	60,000	60,000	60,000	0	1,153,750
FUNDED BY: GENERAL FUND, IMPACT FEES, GRANTS AND OTHER SOURCES						
Buildings and Improvements						
Town Center-Restoration & Maintenance		10,000	10,000	30,000	10,000	60,000
Town Center-Building Department Area Remodel	70,000	10,000	10,000	30,000	10,000	130,000
Generator Replacement					200,000	200,000
Total Buildings and Improvements	70,000	20,000	20,000	60,000	220,000	390,000
Streets and Lighting						
Road Improvements-Overlay, Resurfacing		10,000		10,000		20,000
Total Streets and Lighting	0	10,000	0	10,000	0	20,000
Stormwater System						
Celestial Way - State Resilience Grant (w/One Cent Surtax	162,000					162,000
Stormwater/Drainage Projects		10,000		10,000		20,000
Pelican Lake Amenities-Fountains, Aerators			5,000			5,000
Total Stormwater System	162,000	10,000	5,000	10,000	0	187,000
Parks & Amenities						
Donald Ross Dune Walkover (FRDAP Grant \$112.5k)	112,500					112,500
Dune Walkover Repairs/Improvements		5,000	5,000	5,000	5,000	20,000
Kagan Park-Playground, Improvements			5,000		5,000	10,000
Hardscape, Landscape, Irrigation, Sidewalks, Lights, Etc.	20,000	10,000	10,000	10,000	10,000	60,000
Total Parks & Landscaping	132,500	15,000	20,000	15,000	20,000	202,500
Vehicles, Heavy Equipment, Off-Road						
P&Z Vehicles	35,000				30,000	65,000
Police Vehicles, including emergency light setup		60,000	60,000	60,000	120,000	300,000
Police ATV, Bikes, Off-Road			15,000			15,000
Public Works Vehicles			30,000			30,000
Heavy Equipment, Mowers, Tractors, Repairs, 50H-Pump	40,000		10,000		10,000	60,000
Total Vehicles, Heavy Equipment, Off-Road	75,000	60,000	115,000	60,000	160,000	470,000
Computers and Electronics						
Electronics-Desktops, Laptops, Printers, Audio, Video, etc.	25,000	20,000	20,000	20,000	20,000	105,000
Network-Servers, Storage, Switches, Software, etc.	50,000	10,000	10,000	10,000	10,000	90,000
Police - Ruggedized Laptops					25,000	25,000
Police - Radios, Radars, Cameras, etc.		20,000	20,000	20,000	150,000	210,000
Total Equipment	75,000	50,000	50,000	50,000	205,000	430,000
GENERAL FUND, IMPACT FEES, GRANTS, OTHER SOURCES	514,500	165,000	210,000	205,000	605,000	1,699,500
Total Proposed/Projected Annual Expenditures for						
One-Cent Surtax, General Fund, Impact Fees, Grants, Etc.	1,525,750	225,000	270,000	265,000	605,000	2,853,250

Excludes Prior Year Encumbrance Rollovers

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GENERAL FUND REVENUES

	FY 22-23 Budget	TRANSFERS	REVISED	RECEIVED as of June 30	PERCENT COLLECTED	FY 23-24 Budget	PERCENT CHANGED
31110 PROPERTY TAX	3,396,989	0	3,396,989	3,369,490	99.19%	3,961,863	16.63%
(REVENUE BASED ON A 1.8195 MILLAGE RATE per \$1,000 APPLIED TO \$2,268,172.958 OF TAXABLE PROPERTY VALUE LESS 4% DISCOUNT) (THIS MILLAGE RATE REPRESENTS A 11.95% TAX INCREASE, IT IS THE SAME RATE AS THE FY 2023 RATE.)							
31116 PROPERTY TAX - INTEREST	2,500	0	2,500	0	0.00%	2,500	0.00%
31120 DELINQUENT PROPERTY TAX	2,500	0	2,500	(191)	-7.64%	2,500	0.00%
31241 LOCAL OPTION GAS TAX	57,283	0	57,283	39,963	69.76%	57,283	0.00%
31260 ONE-CENT SURTAX	305,851	0	305,851	227,910	74.52%	305,851	0.00%
31410 UTILITY TAX (10% - ELECTRICITY, METERED OR BOTTLED GAS, AND FUEL OIL)	475,000	0	475,000	351,607	74.02%	515,000	8.42%
31430 WATER - UTILITY TAX (10% - SEACOAST UTILITY AUTHORITY AND TOWN OF JUPITER WATER SERVICE)	178,000	0	178,000	135,266	75.99%	195,000	9.55%
31510 COMMUNICATION SERV TAX (TELECOMMUNICATIONS AND RELATED, ESTIMATED BY THE FLORIDA DEPARTMENT OF REVENUE, BASED ON POPULATION AND APPROVED RATE)	243,364	0	243,364	158,363	65.07%	243,364	0.00%
31600 LOCAL BUSINESS TAX RECEIPTS (TOWN BUSINESS LICENSE FEES)	70,000	0	70,000	69,068	98.67%	70,000	0.00%
32200 BUILDING PERMITS (ESTIMATE BASED ON ACTIVITY. RELATED EXPENSE OF \$400,000, 40% OF PERMIT REVENUE)	900,000	0	900,000	1,095,222	121.69%	1,040,000	15.56%
32370 SOLID WASTE - FRANCHISE FEE (10% FEE-RESIDENTIAL AND COMMERCIAL SERVICE THROUGH WASTE MANAGEMENT CONTRACT)	97,500	0	97,500	39,618	40.63%	100,000	2.56%
32400 IMPACT FEES-GEN & ADMIN & POLICE (IMPACTS FEES ASSOCIATED WITH NEW RESIDENTIAL OR COMMERCIAL CONSTRUCTION)	0	0	0	5,539	0.00%	0	0.00%
32520 SOLID WASTE ASSESSMENT (BASED ON CONTRACT WITH WASTE MANAGEMENT, LESS 4% DISCOUNT ON TAX BILL, CORRESPONDING EXPENSE)	115,000	0	115,000	117,954	102.57%	118,500	3.04%
32920 ZONING PERMITS & FEES (FEES FOR P&Z SPECIAL EXCEPTIONS, VACATION RENTALS, SITE PLAN REVIEWS, EVENTS, ETC. + SITE PLAN PROCESS)	37,950	0	37,950	49,960	131.65%	37,950	0.00%
32950 POLICE PERMITS & FEES (PERMITS & FEES FOR BEACH FIRES AND OTHER POLICE RELATED ACTIVITY, ETC.)	3,500	0	3,500	2,750	78.57%	3,500	0.00%
33000 GRANTS (\$182K-STATE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN)	2,491,750	0	2,491,750	9,393	0.38%	274,500	-88.98%
33512 STATE REVENUE SHARING (ANNUALLY ESTIMATED BY THE FLORIDA DEPARTMENT OF REVENUE BASED ON ECONOMIC ACTIVITY AND POPULATION)	122,747	0	122,747	83,063	67.67%	133,079	8.42%

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GENERAL FUND REVENUES

	<i>FY 22-23</i>			RECEIVED	PERCENT	<i>FY 23-24</i>	PERCENT
	<i>Budget</i>	TRANSFERS	REVISED	as of June 30	COLLECTED	<i>Budget</i>	CHANGED
33514 MOBILE HOME LICENSES (SHARE OF LICENSES PAID DIRECTLY TO THE STATE AND FORWARDED TO THE TOWN)	1,000	0	1,000	558	55.80%	1,000	0.00%
33515 ALCOHOLIC BEVERAGE LIC. (SHARE OF LICENSES PAID DIRECTLY TO THE STATE AND FORWARDED TO THE TOWN)	7,000	0	7,000	6,233	89.04%	7,000	0.00%
33518 1/2 CENT SALES TAX (ANNUALLY ESTIMATED BY THE FLORIDA DEPARTMENT OF REVENUE BASED ON ECONOMIC ACTIVITY AND POPULATION)	350,502	0	350,502	276,399	78.86%	376,101	7.30%
33540 MOTOR FUEL TAX REBATE (RECOUP OF TAXES PAID ON FUEL PURCHASES)	3,500	0	3,500	562	16.06%	3,500	0.00%
33820 COUNTY BUSINESS TAX RECEIPTS (SHARE OF BUSINESS LICENSES PAID DIRECTLY TO PALM BEACH COUNTY AND FORWARDED TO THE TOWN)	10,500	0	10,500	3,545	33.76%	10,500	0.00%
33830 SOLID WASTE AUTHORITY (BASED ON REVENUES DERIVED FROM SWA RECYCLING PROGRAM)	2,000	0	2,000	0	0.00%	2,000	0.00%
34000 CHARGES FOR SERVICES (CHARGES-RECORD/LIEN SEARCH, COPIES, MAPS & PUBLICATIONS, CODE BOOKS, ORDINANCES, FINGERPRINTS, ETC.)	5,000	0	5,000	3,193	63.86%	5,000	0.00%
34000 CHARGES FOR SERVICES (CHARGES FOR POLICE AND PUBLIC WORKS SERVICES FOR SPECIAL EVENTS, FESTIVALS, ETC., P/Y-PB SCHOOLS)	30,000	0	30,000	39,430	131.43%	30,000	0.00%
34700 COMMUNITY ACTIVITIES (FEES FROM EVENTS)	7,000	0	7,000	4,257	60.81%	5,000	-28.57%
35400 VIOLATION OF ORDINANCE (ESTIMATED POLICE \$3,000 & P&Z VIOLATIONS, \$15,000)	18,000	0	18,000	12,066	67.03%	18,000	0.00%
35900 COURT FINES (BASED ON UNIFORM TRAFFIC CITATION (UTC) ACTIVITY AFTER STATE & COUNTY ALLOCATION)	5,000	0	5,000	2,183	43.66%	5,000	0.00%
35910 LAW ENFORCEMENT EDUCAT. (BASED ON TRAFFIC CITATION ACTIVITY AND DISTRIBUTION RECEIVED AFTER STATE & COUNTY ALLOCATION)	500	0	500	350	70.00%	500	0.00%
35999 FORFEITURES; \$12.50 RADIO INTEROP. (BASED ON ACTIVITY AND DISTRIBUTION IF REQUIRED -STATE & COUNTY;PBC REIMBURSE OF \$12.50 RADIO EXPENSES)	2,000	0	2,000	973	0.00%	2,000	0.00%
36110 INVESTMENT EARNINGS (ESTIMATE BASED ON CURRENT AND PROJECTED INTEREST RATE ENVIRONMENT)	90,000	0	90,000	330,719	367.47%	150,000	66.67%
36420 DISPOSITION OF FIXED ASSETS	0	0	0	0	0.00%	0	0.00%
36600 CONTRIBUTIONS (BASED ON HISTORICAL ACTIVITY, BUSINESS, CITIZEN, BRICKS, FMIT SAFETY GRANT-\$5,000.)	500,000	0	500,000	22,710	4.54%	20,000	-96.00%
36900 MISCELLANEOUS REVENUE (BASED ON HISTORICAL ACTIVITY, FRENCHMAN'S PILOT, CREDIT CARD PROCESSING, HISTORY BOOK, LICENSE PLATES, ETC.)	55,000	0	55,000	84,358	153.38%	55,000	0.00%

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GENERAL FUND REVENUES

	<i>FY 22-23</i>			RECEIVED	PERCENT	<i>FY 23-24</i>	PERCENT
	<i>Budget</i>	TRANSFERS	REVISED	as of June 30	COLLECTED	<i>Budget</i>	CHANGED
36900 INSURANCE REIMBURSEMENT (FROM CLAIMS, REFUNDS, RETURN OF PREMIUM)	0	0	0	2,825	0.00%	0	0.00%
36980 WATER IMPROVEMENT FEES (DERIVED FROM CONSTRUCTION ACTIVITY)	16,000	0	16,000	2,500	15.63%	16,000	0.00%
36981 SEWER IMPROVEMENT FEES (DERIVED FROM CONSTRUCTION ACTIVITY)	6,000	0	6,000	400	6.67%	6,000	0.00%
38903 RESERVES-IMPACT FEES-ADMIN (FUNDED FROM GEN. & ADMIN. IMPACT FEES-RESTRICTED FB-FOR COMPUTERS AND SOFTWARE)	40,000	0	40,000	0	0.00%	70,000	75.00%
38904 RESERVES-IMPACT FEES-POLICE (FUNDED FROM POLICE IMPACT FEES-RESTRICTED FUND BALANCE)	0	0	0	0	0.00%	5,000	0.00%
38905 RESERVES-FORFEITURE FUND (FUNDED FROM FORFEITURE FUND RESTRICTED FUND BALANCE FOR ACCREDITATION SERVICES)	10,000	0	10,000	0	0.00%	0	0.00%
38906 RESERVES-CAPITAL PROJECTS (FUNDED FROM CAPITAL PROJECT RESTRICTED FUNDS)	0	0	0	0	0.00%	0	0.00%
38902 RESERVES-CONTRIBUTIONS (FUNDED FROM CONTRIBUTIONS RESTRICTED FUND BALANCE-FRENCHMANS DONATION-EQUIPMENT)	18,200	0	18,200	0	0.00%	18,200	0.00%
38900 RESERVES-ONE-CENT SURTAX (FUNDED FROM ONE-CENT DISCRETIONARY INFRASTRUCTURE SURTAX RESTRICTED RESERVES-NET OF PROJECTED REVENUE)	575,899	0	575,899	0	0.00%	705,399	0.00%
38910 F/B-ASSIGNED SUBSEQUENT YEAR (RESERVES USED TO FUND CONTINGENCY, PLUS \$50K EXCESS AMOUNT OVER 50% POLICY GUIDELINE.) (Reserve from Encumbrance)	825,000	0	825,000	0	0.00%	2,942,500	256.67%
TOTAL REVENUES	11,078,035	0	11,078,035	6,548,236	59.11%	11,514,590	3.94%

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LEGISLATIVE FUND/DEPARTMENT #01511	<i>FY 22-23</i> <i>Budget</i>	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	<i>FY 23-24</i> <i>Budget</i>	PERCENT CHANGED
11000 EXECUTIVE PAY (AS APPROVED BY COUNCIL)	16,200	0	16,200	9,450	58.33%	16,200	0.00%
21000 FICA TAXES (PERCENTAGE OF GROSS SALARIES AS FEDERALLY MANDATED)	1,239	0	1,239	723	58.34%	1,239	0.00%
40000 TRAVEL & PER DIEM (RELATED EXPENSES FOR CONFERENCES, SEMINARS, MEETINGS, ETC.)	9,000	0	9,000	4,267	47.41%	9,000	0.00%
49000 OTHER CURRENT CHARGES (MISC. EXPENSES, FORUM & ECONOMIC CLUB, CHAMBER MEETINGS, EVENTS, BUSINESS CARDS, PUBLICATIONS, ETC.)	3,500	0	3,500	913	26.09%	3,500	0.00%
DEPARTMENT TOTALS	29,939	0	29,939	15,353	51.28%	29,939	0.00%

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FINANCE & ADMINISTRATION FUND/DEPARTMENT #01513	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
12000 PAYROLL							
Town Manager	196,220	0	196,220			183,000	-6.74%
Finance Director	147,586	0	147,586			140,000	-5.14%
Town Clerk	88,692	0	88,692			94,989	7.10%
Project Coordinator/Risk Manager	114,139	0	114,139			122,243	7.10%
Finance Technician	60,969	0	60,969			65,298	7.10%
Administrative Secretary	44,375	0	44,375			46,866	5.61%
OTHER PAYROLL EXPENSES							
Merit Adjustment	13,040	0	13,040			11,388	-12.67%
Overtime	4,000	0	4,000			4,000	0.00%
Estimated Personal Leave Payout	9,429	0	9,429			6,519	-30.86%
SUBTOTAL-SALARIES	678,449	0	678,449	511,558	75.40%	674,302	-0.61%
21000 FICA TAXES (PERCENTAGE OF GROSS SALARIES AS FEDERALLY MANDATED)	49,901	0	49,901	35,116	70.37%	49,584	-0.64%
22000 RETIREMENT CONTRIBUTION (EMPLOYEE'S PENSION PLANS - FLORIDA RETIREMENT SYSTEM AND JUNO BEACH'S PENSION PLAN)	87,427	0	87,427	70,048	80.12%	66,434	-24.01%
23000 INSURANCE BENEFITS (MEDICAL, DENTAL, SHORT AND LONG TERM DISABILITY, LIFE-AD&D AND VISION INSURANCE, INCLUDES FSA FUNDING)	66,744	0	66,744	47,366	70.97%	70,081	5.00%
24000 WORKERS' COMPENSATION (ESTIMATED AT START OF POLICY YEAR-ACTUAL COSTS DEPEND ON PAYROLL AND CLAIMS)	1,253	0	1,253	1,012	80.75%	1,379	10.00%
SUBTOTAL-EMPLOYEE BENEFITS	205,325	0	205,325	153,542	74.78%	187,478	-8.69%
31200 TOWN ATTORNEY FEES (LEGAL CONSULTATION, ATTENDANCE AT TOWN COUNCIL MEETINGS, ETC.)	36,000	0	36,000	38,079	105.78%	40,000	11.11%
31300 CONSULTANTS, & I.T. FEES (CONSULTANT FEES, ENGINEERING, OPEB-ACTUARY, GOAL-SETTING, AND ETC.-INCLUDES I.T.)	18,000	0	18,000	42,430	235.72%	19,500	8.33%
32000 ACCOUNTING & AUDITING (ANNUAL AUDIT FEE)	17,000	0	17,000	17,000	100.00%	27,500	61.76%
SUBTOTAL-PROFESSIONAL FEES	71,000	0	71,000	97,509	137.34%	87,000	22.54%
40000 TRAVEL & PER DIEM (RELATED EXPENSES FOR CONFERENCES, SEMINARS, MEETINGS, MILEAGE REIMBURSEMENT, ETC.)	4,750	0	4,750	2,458	51.75%	5,000	5.26%
40200 CAR ALLOWANCE (TOWN MANAGER'S CAR ALLOWANCE)	6,000	0	6,000	4,500	75.00%	6,000	0.00%
40500 CELL PHONE ALLOWANCE (TOWN MANAGER'S CELLULAR PHONE)	1,200	0	1,200	900	75.00%	1,200	0.00%
41000 COMMUNICATION SERVICES (PBC TELEPHONE SERVICE & INTERNET ACCESS, CELLULAR SERVICE, CABLE, ETC.)	6,500	0	6,500	3,865	59.46%	6,500	0.00%

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FINANCE & ADMINISTRATION FUND/DEPARTMENT #01513	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
42000 POSTAGE & FREIGHT (FOR POSTAGE AND SHIPPING CHARGES)	1,800	0	1,800	1,074	59.67%	1,800	0.00%
46600 SERVICE CONTRACTS (CONTRACTUAL SERVICE FOR FINANCE SOFTWARE, WEBSITE, OFFICE EQUIPMENT, EMAIL, ETC.)	16,500	0	16,500	14,089	85.39%	26,000	57.58%
47000 PRINTING & BINDING (A/P CHECKS, CASH RECEIPTS, LETTERHEAD, ENVELOPES, MAILOUTS, ETC.)	1,250	0	1,250	424	33.92%	1,250	0.00%
47100 ORDINANCE CODIFICATION (PERIODIC CODIFICATION OF ORDINANCES FOR CODE BOOKS)	2,250	0	2,250	994	44.18%	2,250	0.00%
47200 NEWSLETTER (2 NEWSLETTERS-PRINTING, POSTAGE, AND LABELS, INCLUDES FLOOD INSURANCE & NPDES INSERTS)	9,000	0	9,000	10,330	114.78%	12,500	38.89%
48000 COMMUNITY ACTIVITIES/PROMOTIONAL (EVENTS-HOLIDAYS, OKTOBERFEST, FOOD TRUCKS AND BUS TRIPS, ETC.) (INCLUDES DEDICATIONS, PROMOTIONAL FOR SALE ITEMS AND HISTORY MOBILE APP)	16,000	0	16,000	13,746	85.91%	15,000	-6.25%
49000 OTHER CURRENT CHARGES (MISCELLANEOUS MATERIALS AND SUPPLIES, OFFICE EQUIPMENT, ETC.)	10,000	0	10,000	14,768	147.68%	11,500	15.00%
49200 ELECTION EXPENSE (EXPECTED COST SHARE FROM COUNTY ELECTIONS SUPERVISOR, ADVERTISEMENTS, ELECTION WORKERS, ELECTION ASSESSMENTS, ETC.)	25,000	0	25,000	20,771	83.08%	25,000	0.00%
49300 LEGAL NOTICES (POSTING OF LEGAL ADS IN NEWSPAPERS FOR ZONING CHANGES, PUBLIC HEARING NOTICES, CHANGE) (IN LAND USE, COMP PLAN REVISIONS, ORDINANCES, ANNEXATIONS, ETC.: INCLUDES RECORDING FEES)	8,000	0	8,000	2,486	31.08%	10,000	25.00%
51000 OFFICE SUPPLIES (COMBINED EXPENDITURES FOR FINANCE, ADMINISTRATION, AND P&Z)	1,500	0	1,500	776	51.73%	1,500	0.00%
52500 COMPUTER SUPPLIES (FOR COMPUTER HARDWARE, SOFTWARE, SUPPLIES, ETC.)	6,000	0	6,000	4,391	73.18%	6,500	8.33%
54000 BOOKS & PUBLICATIONS (FOR RELATED PUBLICATIONS, SUBSCRIPTIONS AND PERIODICALS)	1,350	0	1,350	576	42.67%	1,350	0.00%
54100 TRAINING (REGISTRATION FOR CONFERENCES, SEMINARS AND MEETINGS; AND COLLEGE TUITION REIMBURSEMENT)	4,000	0	4,000	2,200	55.00%	5,000	25.00%
54300 DUES (PBC LEAGUE OF CITIES, INTERGOVT'L CLEARHOUSE, GFOA-CAFR, NPBC CHAMBER, INSPECTOR GENERAL,) (FLA. SHORE & BEACH, FLC, FL MAYORS, BUSINESS DEVELOPMENT BOARD, FCCMA, NPB CULTURAL ALLIANCE, ETC.)	11,500	0	11,500	10,557	91.80%	13,000	13.04%
57000 CONTRIBUTIONS (BASED ON HISTORICAL USAGE AND DESIGNATED BY TOWN COUNCIL)	10,300	0	10,300	1,400	13.59%	10,300	0.00%
SUBTOTAL-OPERATING EXPENSES	142,900	0	142,900	110,305	77.19%	161,650	13.12%

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FINANCE & ADMINISTRATION FUND/DEPARTMENT #01513	<i>FY 22-23</i> <i>Budget</i>	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	<i>FY 23-24</i> <i>Budget</i>	PERCENT CHANGED
64200 COMPUTER AND EQUIPMENT (COMPUTERS AND SOFTWARE-SYSTEMS, NEW DOCUMENT MGMT SOFTWARE-FROM IMPACT FEES)	7,500	0	7,500	0	0.00%	55,000	633.33%
64600 FURNITURE & FIXTURES (BASED ON HISTORICAL NEED)	0	0	0	0	0.00%	0	0.00%
SUBTOTAL-CAPITAL OUTLAY	7,500	0	7,500	0	0.00%	55,000	633.33%
DEPARTMENT TOTALS	1,105,174	0	1,105,174	872,914	78.98%	1,165,430	5.45%

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COMPREHENSIVE PLANNING FUND/DEPARTMENT #01515	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
12000 PAYROLL							
Planning & Zoning Director	126,000	0	126,000			134,946	7.10%
Principal Planner	67,607	0	67,607			72,407	7.10%
Senior Planner	0	0	0			64,260	0.00%
Planning Technician	49,413	0	49,413			55,775	12.88%
Permit/License Coordinator	62,014	0	62,014			71,626	15.50%
PT-Code Compliance Officer	69,793	0	69,793			76,946	10.25%
Administrative Secretary (Fulltime begin FY24)	39,836	0	39,836			51,197	28.52%
OTHER PAYROLL EXPENSES							
Merit Adjustment	8,293	0	8,293			9,258	11.63%
Overtime	3,000	0	3,000			3,000	0.00%
Estimated Personal Leave Payout	14,171	0	14,171			15,566	9.84%
SUBTOTAL-SALARIES	440,126	0	440,126	310,326	70.51%	554,981	26.10%
21000 FICA TAXES (PERCENTAGE OF GROSS SALARIES AS FEDERALLY MANDATED)	33,670	0	33,670	23,324	69.27%	42,456	26.10%
22000 RETIREMENT CONTRIBUTION (EMPLOYEE'S PENSION PLAN - JUNO BEACH DEFINED CONTRIBUTION)	33,836	0	33,836	24,447	72.25%	42,913	26.83%
23000 INSURANCE BENEFITS (MEDICAL, DENTAL, SHORT AND LONG TERM DISABILITY, LIFE-AD&D AND VISION INSURANCE, INCLUDES FSA FUNDING)	64,800	0	64,800	40,077	61.85%	71,280	10.00%
24000 WORKERS' COMPENSATION (ESTIMATED AT START OF POLICY YEAR-ACTUAL COSTS DEPEND ON PAYROLL AND CLAIMS)	4,569	0	4,569	3,692	80.80%	5,026	10.00%
SUBTOTAL-EMPLOYEE BENEFITS	136,876	0	136,875	91,540	66.88%	161,676	18.12%
31100 ENGINEERING FEES (DRAINAGE, WATER AND WASTE WATER REVIEW AND CONSULTATION OF PLANS AND DOCUMENTS FOR) (PROPOSED OR CURRENT DEVELOPMENTS AND PROJECTS AND OTHER SPECIAL PROJECT REQUIREMENTS)	27,500	0	27,500	19,415	70.60%	30,000	9.09%
31200 TOWN ATTORNEY FEES (LEGAL CONSULTATION, ATTENDANCE AT PLANNING & ZONING MEETINGS, ETC.)	32,500	0	32,500	20,165	62.05%	32,500	0.00%
31300 CONSULTANTS & I.T. FEES (CONSULTING SERVICES-VACATION RENTAL INSPECTIONS, I.T. SERVICES, COMP PLAN)	10,000	0	10,000	21,475	214.75%	12,000	20.00%
31400 CHARETTE (PERIODIC MEETINGS ON TOWN INITIATIVES)	1,000	0	1,000	0	0.00%	1,000	0.00%
31600 BUILDING OFFICIAL SERVICES (ESTIMATED CONTRACTED BUILDING OFFICIAL, PERMITTING, INSPECTION SERVICES, 40% OF RELATED \$1,000,000 REVENUE ITEM)	360,000	0	360,000	354,196	0.00%	400,000	11.11%
SUBTOTAL-PROFESSIONAL FEES	431,000	0	431,000	415,251	96.35%	475,500	10.32%
40000 TRAVEL & PER DIEM (RELATED EXPENSES FOR CONFERENCES, SEMINARS, MEETINGS, MILEAGE REIMBURSEMENT, ETC.)	2,000	0	2,000	2,954	147.70%	2,500	25.00%
41000 COMMUNICATION SERVICES (PBC TELEPHONE SERVICE & INTERNET ACCESS, CELLULAR SERVICE, CABLE, ETC.)	6,500	0	6,500	4,484	68.98%	6,500	0.00%
42000 POSTAGE & FREIGHT (FOR POSTAGE AND SHIPPING CHARGES, BUSINESS TAX RECEIPT MAILINGS)	1,500	0	1,500	1,407	93.80%	1,500	0.00%

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COMPREHENSIVE PLANNING FUND/DEPARTMENT #01515	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
46000 REPAIR & MAINTENANCE (EQUIPMENT AND VEHICLE REPAIR AND MAINTENANCE ESTIMATE BASED ON HISTORICAL USAGE)	3,000	0	3,000	1,102	36.73%	3,000	0.00%
46600 SERVICE CONTRACTS (CONTRACTUAL SERVICE-BUILDING PERMIT, BTR & CODE ENFORCE. SOFTWARE, COPIER, EMAIL, GIS SOFT., ETC.)	15,900	0	15,900	15,152	95.30%	19,400	22.01%
47000 PRINTING & BINDING (BUILDING PLAN REPRINTS, TOWN MAPS, LETTERHEAD, ENVELOPES, ETC., P/Y INCLUDED OUTSOURCE BUILDING PLAN DIGITIZING)	1,000	0	1,000	413	41.30%	1,000	0.00%
49000 OTHER CURRENT CHARGES (MISC. MATERIALS AND SUPPLIES, OFFICE EQUIPMENT NEEDS, ETC.)	3,000	0	3,000	2,336	77.87%	3,500	16.67%
49050 CREDIT CARD PROCESSING FEES (CREDIT CARD PROCESSING FEES HAVE CORRESPONDING REVENUE.)	15,000	0	15,000	7,095	47.30%	15,000	0.00%
51000 OFFICE SUPPLIES (BASED ON HISTORIC NEEDS)	1,500	0	1,500	955	0.00%	1,500	0.00%
52200 FUEL (FOR DEPARTMENT VEHICLES, BASED ON CURRENT MARKET CONDITIONS AND 87 OCTANE FUEL)	3,156	0	3,156	1,428	45.25%	3,156	0.00%
52500 COMPUTER SUPPORT (FOR COMPUTER HARDWARE, SOFTWARE, SUPPLIES, ETC.)	3,500	0	3,500	8,112	231.77%	3,500	0.00%
54100 TRAINING (REGISTRATION FOR CONFERENCES, SEMINARS AND MEETINGS; AND COLLEGE TUITION REIMBURSEMENT; PUBLICATIONS)	5,000	0	5,000	1,274	25.48%	5,500	10.00%
54300 DUES (APA, FLOODPLAIN MGRS. ASSOC., NOTARY PUBLIC, ETC., INCLUDES P&Z BOARD MEMBER APA)	1,500	0	1,500	1,361	90.73%	1,500	0.00%
SUBTOTAL-OPERATING EXPENSES	62,556	0	62,556	48,073	76.85%	67,556	7.99%
62700 BUILDING DEPT REMODEL (BUILDING DEPARTMENT OFFICE AND RESTROOM RENOVATIONS)		0	0	0	0.00%	70,000	0.00%
64200 COMPUTER AND EQUIPMENT (P/Y BLUEPRINT PLAN SCANNER, SOUND METER-FROM IMPACT FEES)	7,500	0	7,500	0	0.00%	5,000	0.00%
64300 VEHICLES (1-VEHICLE - CODE COMPLIANCE, BUILDING DEPARTMENT USE)	0	0	0	0	0.00%	35,000	0.00%
SUBTOTAL-CAPITAL OUTLAY	7,500	0	7,500	0	0.00%	110,000	1366.67%
DEPARTMENT TOTALS	1,078,058	0	1,078,058	865,190	80.25%	1,369,713	27.05%

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LAW ENFORCEMENT FUND/DEPARTMENT #01521	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
12000 PAYROLL							
Police Chief	164,360	0	164,360			176,030	7.10%
Major	123,153	0	123,153			110,250	-10.48%
Lieutenant	90,954	0	90,954			95,199	4.67%
Sergeants - (4)	369,014	0	369,014			368,268	-0.20%
Police Officers - (10)	717,958	0	717,958			746,277	3.94%
Administrative Coordinator	51,823	0	51,823			54,478	5.12%
Police Records Specialist	46,866	0	46,866			49,701	6.05%
OTHER PAYROLL EXPENSES							
Xtra Duty	20,000	0	20,000			25,000	25.00%
Merit Adjustment	31,283	0	31,283			32,004	2.31%
Overtime	55,000	0	55,000			60,000	9.09%
Estimated Personal Leave Payout	32,839	0	32,839			23,104	-29.64%
Holiday Pay and Holiday Worked Pay	80,000	0	80,000			85,000	6.25%
Incentive Pay	13,440	0	13,440			13,440	0.00%
Cleaning Allowances	14,560	0	14,560			14,560	0.00%
Take Home Vehicle Stipend	0	0	0			0	0.00%
SUBTOTAL-SALARIES	1,811,248	0	1,811,248	1,257,465	69.43%	1,853,310	2.32%
21000 FICA TAXES (PERCENTAGE OF GROSS SALARIES AS FEDERALLY MANDATED)	138,560	0	138,560	92,020	66.41%	141,778	2.32%
22000 RETIREMENT CONTRIBUTION (EMPLOYEE'S PENSION PLANS - FLORIDA RETIREMENT SYSTEM AND JUNO BEACH'S PENSION PLAN)	480,448	0	480,448	331,287	68.95%	575,019	19.68%
23000 INSURANCE BENEFITS (MEDICAL, DENTAL, SHORT AND LONG TERM DISABILITY, LIFE-AD&D AND VISION INSURANCE, INCLUDES FSA FUNDING)	178,017	0	178,017	117,283	65.88%	186,918	5.00%
24000 WORKERS' COMPENSATION (ESTIMATED AT START OF POLICY YEAR-ACTUAL COSTS DEPEND ON PAYROLL AND CLAIMS)	33,877	0	33,877	29,461	86.96%	37,265	10.00%
SUBTOTAL-EMPLOYEE BENEFITS	830,903	0	830,904	570,051	68.61%	940,979	13.25%
31200 TOWN ATTORNEY FEES (LEGAL CONSULTATION FOR EMPLOYMENT, FORFEITURE, & RELATED ISSUES)	5,700	0	5,700	2,000	35.09%	5,700	0.00%
31300 CONSULTANTS, ACCREDITATION, I.T. (CONSULTING SERVICES, I.T. AND ACCREDITATION SERVICES-\$10K FROM FORFEITURE)	30,000	0	30,000	17,729	59.10%	30,000	0.00%
31700 MEDICAL/EMPLOYEES (PRE-EMPLOYMENT EXAM, DRUG SCREENING, TESTS, VACCINATIONS, ETC.-MOVED FROM BELOW FOR UNIFORMITY)	2,000	0	2,000	710	0.00%	2,000	0.00%
SUBTOTAL-PROFESSIONAL FEES	37,700	0	37,700	20,439	54.21%	37,700	0.00%
40000 TRAVEL & PER DIEM (RELATED EXPENSES FOR CONFERENCES, SEMINARS, MEETINGS, ETC.)	5,500	0	5,500	3,975	72.27%	5,500	0.00%
41000 COMMUNICATION SERVICES (PBC TELEPHONE SERVICE & INTERNET ACCESS, CELLULAR SERVICE, CABLE, ETC.)	17,000	0	17,000	11,468	67.46%	17,000	0.00%

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LAW ENFORCEMENT FUND/DEPARTMENT #01521	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
41500 DISPATCH SERVICES (DISPATCH SERVICES PAID TO THE CITY OF PALM BEACH GARDENS)	146,485	0	146,485	109,863	75.00%	154,646	5.57%
42000 POSTAGE & FREIGHT (FOR POSTAGE AND SHIPPING CHARGES)	1,000	0	1,000	162	16.20%	1,000	0.00%
46000 REPAIR & MAINTENANCE (FOR VEHICLES, RADIOS, RADAR UNITS AND OTHER EQUIPMENT)	30,000	0	30,000	16,282	54.27%	30,000	0.00%
46300 MAINT-SPEEDOMETER CALIB. (STATE MANDATED TO BE PERFORMED EVERY 6 MONTHS)	1,000	0	1,000	0	0.00%	1,000	0.00%
46400 MAINT-SUPPLIES/TIRES (TIRES & RELATED REPAIRS FOR DEPARTMENT VEHICLES)	5,500	0	5,500	4,202	76.40%	6,500	18.18%
46600 SERVICE CONTRACTS (CONTRACTUAL SERVICES FOR RMS, CAD & POWER DMS SOFTWARE, OFFICE EQUIPMENT, LPR CAMERAS, EMAIL, ETC.)	23,000	0	23,000	24,211	105.27%	25,000	8.70%
47000 PRINTING & BINDING (CITATIONS, FORMS, LETTERHEAD, ENVELOPES, BROCHURES, ETC.)	1,000	0	1,000	760	76.00%	1,000	0.00%
49000 OTHER CURRENT CHARGES (INVESTIGATIONS, SUPPLIES, EQUIPMENT, FURNISHINGS, BATTERIES, ETC., SPONSOR TOUR DE FORCE)	23,500	0	23,500	11,434	48.66%	22,000	-6.38%
51000 OFFICE SUPPLIES (OFFICE AND PATROL OFFICER NEEDS ESTIMATE BASED ON HISTORICAL USAGE)	2,500	0	2,500	1,007	40.28%	2,500	0.00%
52100 CRIME PREVENTION (CRIME WATCH MATERIALS, COMMUNITY AND CHILDREN AWARENESS PROGRAMS)	5,000	0	5,000	3,195	63.90%	5,000	0.00%
52200 FUEL (FOR DEPARTMENT VEHICLES, BASED ON CURRENT MARKET CONDITIONS AND 87 OCTANE FUEL)	57,000	0	57,000	39,260	68.88%	57,000	0.00%
52300 MATERIALS & SUPPLIES (EVIDENCE BAGS, PEPPER SPRAY, FINGERPRINT SUPPLIES, BARRIER TAPE, ALCOHOL COLLECTION KITS, ETC.)	4,000	0	4,000	2,430	60.75%	4,000	0.00%
52400 UNIFORMS (SHIRTS, PANTS, VESTS, BELTS, BADGES/BARS, HOLSTERS, CUFF HOLDERS, HELMETS, ETC.)	15,000	0	15,000	6,582	43.88%	15,000	0.00%
52500 COMPUTER SUPPORT (FOR COMPUTER HARDWARE, SOFTWARE, SUPPLIES, ETC.)	7,000	0	7,000	1,941	27.73%	7,000	0.00%
54000 BOOKS & PUBLICATIONS (FLORIDA STATE STATUTES, LAW PUBLICATIONS, CROSS REFERENCE STREET GUIDE, ETC.)	1,000	0	1,000	827	82.70%	1,000	0.00%
54100 TRAINING (CONFERENCES, SEMINARS, PLI, TRAINING PROGRAMS, ETC. (TUITION REIMBURSEMENT LIMITED TO \$10,000))	16,500	0	16,500	8,714	52.81%	16,500	0.00%
54200 HIGH LIABILITY TRAINING (AMMUNITION, TARGETS, FIRING RANGE SUPPLIES, ETC.)	7,000	0	7,000	3,000	42.86%	7,000	0.00%

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LAW ENFORCEMENT FUND/DEPARTMENT #01521	<i>FY 22-23</i> <i>Budget</i>	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	<i>FY 23-24</i> <i>Budget</i>	PERCENT CHANGED
54300 DUES (INT'L, FLORIDA AND PBC-CHIEFS OF POLICE, FBINAA, IALEFI, IALEP, FBI-LEEDA, ROCIC, MPSCC-\$11,811, ETC.)	14,000	0	14,000	11,641	83.15%	14,000	0.00%
SUBTOTAL-OPERATING EXPENSES	382,985	0	382,985	260,954	68.14%	392,646	2.52%
64200 COMPUTER AND EQUIPMENT (COMPUTERS AND SOFTWARE, ON A 5-YEAR REPLACEMENT CYCLE FROM IMPACT FEES)	10,000	0	10,000	8,788	87.88%	5,000	-50.00%
64200 COMPUTER AND EQUIPMENT (SERVERS AND EQUIPMENT, ETC. AS MAY BE REQUIRED DURING THE YEAR-FROM IMPACT FEES)	15,000	0	15,000	0	0.00%	10,000	-33.33%
64300 VEHICLES (3-VEHICLES (FUNDED FROM ONE CENT SURTAX, \$115k), INCLUDES LIGHTS, SET-UP, INSTALLATION) (Encumbrance Rollover from 2023 \$115k)	115,000	0	115,000	13,891	0.00%	230,000	100.00%
64900 EQUIPMENT (RADIOS, RADARS, CAMERAS, ETC.(\$65K FOR NEW VEHICLE SETUP FUNDED FROM ONE CENT SURTAX) (Encumbrance Rollover from 2023 65k)	65,000	0	65,000	4,643	7.14%	130,000	100.00%
SUBTOTAL-CAPITAL OUTLAY	205,000	0	205,000	27,322	13.33%	375,000	82.93%
DEPARTMENT TOTALS	3,267,836	0	3,267,836	2,136,231	65.37%	3,599,635	10.15%

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PUBLIC WORKS FUND/DEPARTMENT #01539	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
12000 PAYROLL							
Public Works Director	89,474	0	89,474			96,296	7.63%
Deputy Public Works Director	65,868	0	65,868			65,868	0.00%
Working Foreman	69,310	0	69,310			0	0.00%
Grounds Technician	60,731	0	60,731			63,767	5.00%
Maintenance Worker	54,571	0	54,571			57,299	5.00%
Maintenance Worker	0	0	0			40,779	0.00%
OTHER PAYROLL EXPENSES							
Merit Adjustment	6,799	0	6,799			6,480	-4.69%
Overtime	10,000	0	10,000			10,000	0.00%
Estimated Personal Leave Payout	5,859	0	5,859			4,459	-23.90%
SUBTOTAL-SALARIES	362,611	0	362,611	249,344	68.76%	344,949	-4.87%
21000 FICA TAXES (PERCENTAGE OF GROSS SALARIES AS FEDERALLY MANDATED)	27,740	0	27,740	18,976	68.41%	26,389	-4.87%
22000 RETIREMENT CONTRIBUTION (EMPLOYEE'S PENSION PLANS - FLORIDA RETIREMENT SYSTEM AND JUNO BEACH'S PENSION PLAN)	32,766	0	32,766	21,153	64.56%	33,802	3.16%
23000 INSURANCE BENEFITS (MEDICAL, DENTAL, SHORT AND LONG TERM DISABILITY, LIFE-AD&D AND VISION INSURANCE, INCLUDES FSA FUNDING)	52,361	0	52,361	36,791	70.26%	54,979	5.00%
24000 WORKERS' COMPENSATION (ESTIMATED AT START OF POLICY YEAR - ACTUAL COSTS DEPEND ON PAYROLL AND CLAIMS)	10,343	0	10,343	6,268	60.60%	11,374	9.96%
SUBTOTAL-EMPLOYEE BENEFITS	123,210	0	123,212	83,188	67.52%	126,543	2.70%
31300 CONSULTANT FEES (CONSULTING SERVICES, I.T., PELICAN LAKE)	5,000	0	5,000	4,105	82.10%	5,000	0.00%
SUBTOTAL-PROFESSIONAL FEES	5,000	0	5,000	4,105	82.10%	5,000	0.00%
34100 CONTRACT SERVICES-LAKE & BLDG. (FACILITY CLEANING \$28,600, PELICAN LAKE \$14,000, FIRE ALARM \$2,100, ELEVATOR \$2,026, AND EXTERMINATING \$1,650)	38,376	0	38,376	27,417	71.44%	48,376	26.06%
34300 LANDSCAPING MAINTENANCE (CONTRACT LABOR, IRRIGATION MAINT., FERTILIZER, MULCH, SEAGRAPE TRIMMING, PLANTS, RUST CONTROL, ETC.)	30,000	0	30,000	16,776	55.92%	32,500	8.33%
34400 CONTRACT - LANDSCAPING (U.S. HWY 1, DONALD ROSS, OCEAN DRIVE (N), UNIVERSE BLVD., TOWN HALL PARK, PELICAN LAKE, MERC. RD. & TOWN CENTER)	74,731	0	74,731	55,585	74.38%	78,468	5.00%
34800 SOLID WASTE ASSESSMENTS (CURBSIDE COLLECTION ASSESSMENT PAYABLE TO WASTE MANAGEMENT, CORRESPONDING REVENUE ITEM)	115,000	0	115,000	74,963	65.19%	121,700	5.83%
40000 TRAVEL & PER DIEM (RELATED EXPENSES FOR CONFERENCES, SEMINARS, MEETINGS, ETC.)	500	0	500	0	0.00%	2,000	300.00%
41000 COMMUNICATION SERVICES (PBC TELEPHONE SERVICE & INTERNET ACCESS, CELLULAR SERVICE, CABLE, ETC.)	6,000	0	6,000	3,551	59.18%	5,500	-8.33%
43000 UTILITY SRV-ELECTRICITY (FOR TOWN CENTER AND MAINTENANCE BUILDINGS)	25,500	0	25,500	15,302	60.01%	25,500	0.00%

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PUBLIC WORKS FUND/DEPARTMENT #01539	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
43100 UTILITY SRV-ELECTRICITY (FOR STREET LIGHTS, PELICAN LAKE & OCEAN DRIVE (N) LIGHTS, FOUNTAINS, & IRRIGATION PUMPS & TIMERS)	60,000	0	60,000	41,883	69.81%	61,500	2.50%
43300 UTILITY SRV-WATER/SEWER (FOR TOWN CENTER AND MAINTENANCE BUILDINGS)	3,150	0	3,150	1,866	59.24%	3,150	0.00%
43400 UTILITY SRV-WATER (DUNE SHOWERS AND PARK IRRIGATION SYSTEMS THROUGHOUT TOWN)	13,500	0	13,500	7,101	52.60%	13,750	1.85%
43800 STORM WATER-NPDES (PROJECTED EXPENSE FOR FEDERAL MANDATE INCLUDING STREET SWEEPING, DISPOSAL, DOG BAGS, CONSULTING, NEWSLETTER, ETC.)	9,500	0	9,500	4,505	47.42%	9,500	0.00%
43900 WASTE DISPOSAL (TOWN CENTER, MAINTENANCE AND BEACH DEBRIS DISPOSAL, ESTIMATE BASED ON HISTORICAL COSTS)	4,000	0	4,000	3,177	79.43%	4,000	0.00%
44100 RENTALS & LEASES (PERIODIC RENTAL OF SPECIALTY EQUIPMENT, ESTIMATE BASED ON HISTORICAL USAGE)	1,000	0	1,000	3,125	312.50%	1,000	0.00%
46000 REPAIR / MAINTENANCE (FOR DEPARTMENT VEHICLES, BACKHOE, AERIAL LIFT, MOWERS, AND OTHER EQUIPMENT)	15,500	0	15,500	15,944	102.86%	18,000	16.13%
46100 BUILDING MAINTENANCE (AIR CONDITIONERS, PAINTING, FLOOR CLEANING, ELECTRICAL, PLUMBING & OTHER SERVICES & SERVICE CONTRACTS)	19,000	0	19,000	16,126	84.87%	20,000	5.26%
48000 PROMOTIONAL ACTIVITIES (EVENTS & OTHER SUPPORT ACTIVITY, BASED ON HISTORICAL USAGE)	2,000	0	2,000	507	25.35%	2,000	0.00%
49000 OTHER CURRENT CHARGES (MISC. HARDWARE ITEMS, TOOLS, LUMBER, BATTERIES, FILTERS, PARK MAINT. ITEMS, OFFICE NEEDS, ETC.)	12,000	0	12,000	10,953	91.28%	12,500	4.17%
49340 DONATION EXPENSES (PURCHASE OF BENCHES, TREES, AND PLAQUES FROM DONATED FUNDS)	2,500	0	2,500	1,174	46.96%	2,500	0.00%
49360 AMENITY IMPROVEMENTS (FOR HARDSCAPE, IRRIGATION, DUNE WALKOVERS, SIDEWALKS, ETC. REPAIRS AND REPLACEMENTS)	8,000	0	8,000	12,917	161.46%	20,000	150.00%
49500 INCIDENT MANAGEMENT (EMERGENCY MANAGEMENT RELATED MATERIALS, SUPPLIES, REPAIRS, GENERATOR FUEL, ETC.)	2,500	0	2,500	1,888	75.52%	2,500	0.00%
49700 SMALL EQUIPMENT (PURCHASE OF LANDSCAPING AND BUILDING MAINTENANCE EQUIPMENT)	2,500	0	2,500	0	0.00%	2,500	0.00%
52200 FUEL (FOR DEPARTMENT VEHICLES, BASED ON CURRENT MARKET CONDITIONS AND 87 OCTANE FUEL)	11,000	0	11,000	7,802	70.93%	11,000	0.00%
52300 MATERIALS & SUPPLIES (JANITORIAL, BUILDING, MAINTENANCE, WELDING, ETC. PRODUCTS AND SUPPLIES)	8,000	0	8,000	8,704	108.80%	9,000	12.50%
52400 UNIFORMS (SHIRTS, PANTS, AND SAFETY BOOTS)	1,500	0	1,500	1,533	102.20%	1,500	0.00%

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PUBLIC WORKS FUND/DEPARTMENT #01539	FY 22-23 Budget	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	FY 23-24 Budget	PERCENT CHANGED
52500 COMPUTER SUPPORT (FOR COMPUTER HARDWARE, SOFTWARE, SUPPLIES, ETC.)	1,250	0	1,250	172	13.76%	1,250	0.00%
53000 ROAD MAINTENANCE & SUPPLIES (STREET NAME, DIRECTIONAL AND INFORMATION SIGNS; SUPPLIES AND STRIPING MAINTENANCE)	4,000	0	4,000	0	0.00%	14,000	250.00%
54100 TRAINING (REGISTRATION FOR CONFERENCES, SEMINARS AND MEETINGS; AND COLLEGE TUITION REIMBURSEMENT; PUBLICATIONS)	1,000	0	1,000	425	42.50%	1,000	0.00%
SUBTOTAL-OPERATING EXPENSES	472,007	0	472,007	341,606	72.37%	524,694	11.16%
62700 TOWN CENTER (CAPITAL RESTORATION NEEDS AND FIRE ALARM SYSTEM, \$45K FROM ONE CENT) Encumbrance Rollover Veterans Monument \$12,500	225,000	0	225,000	42,641	18.95%	57,500	-74.44%
63400 KAGAN PARK (KAGAN PARK-PLAYGROUND EQUIPMENT, PARKING LOT RESURFACE-\$255K FROM ONE-CENT)	50,000	0	50,000	0	0.00%	255,000	410.00%
63500 LIGHTS, ELECTRIC, SIGNS, ROADS (CAPITAL RESTORATION AND REPAIR-LIGHTS, ELECTRIC, SIGNS, ROADS, ETC.-MERCURY ROAD STREET LIGHTS)	0	0	0	0	0.00%	10,000	0.00%
63600 AMENITY IMPROVEMENTS (CAPITAL RESTORATION AND REPAIR-HARDSCAPE, LANDSCAPE, IRRIGATION, SIDEWALKS, PELICAN LAKE, ETC.)	10,000	0	10,000	6,785	67.85%	10,000	0.00%
63800 PROJECT (FY 2023 ELECTRIC VEHICLE CHARGING STATIONS)	25,000	0	25,000	0	0.00%	0	0.00%
63800 PROJECTS (ATLANTIC BOULEVARD/OCEAN RIDGE PEDESTRIAN PATH AND SIDEWALK - \$90K FROM ONE-CENT)	60,000	0	60,000	3,263	0.00%	90,000	50.00%
63900 STORMWATER IMPROVEMENTS (CELESTIAL WAY-\$162K GRANT +\$162K FROM ONE-CENT; PELICAN LAKE S. LITTORAL SHELF \$50K-ONE-CENT)	225,000	0	225,000	704	0.00%	374,000	0.00%
63900 STORMWATER IMPROVEMENTS (FY 23 UNIVERSE BOULEVARD STORMWATER- Encumbrance rollover\$2.0m)	2,675,000	0	2,675,000	84,965	0.00%	2,200,000	-17.76%
63900 PROJECTS (PELICAN LAKE/ COMMUNITY AREA-\$191,750-ONE-CENT- DUNE WALKOVER \$150,000 -FRDAP Grant \$112,500k -\$37,500 ONE CENT)	408,500	0	408,500	0	0.00%	341,750	-16.34%
64000 EQUIPMENT & MAJOR REPAIRS (CAPITAL MACHINERY, EQUIPMENT/REPAIRS; INCLUDES \$18,200 FROM FRENCHMANS-DONATION-MOWER.)	28,200	0	28,200	142,047	503.71%	40,000	41.84%
SUBTOTAL-CAPITAL OUTLAY	3,706,700	0	3,706,700	280,405	7.56%	3,378,250	-8.86%
DEPARTMENT TOTALS	4,669,528	0	4,669,528	950,438	20.35%	4,379,436	-6.21%

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 GENERAL GOVERNMENT
 FUND/DEPARTMENT #01595

	<i>FY 22-23</i>	TRANSFERS	REVISED	EXPENDED as of June 30	PERCENT EXPENDED	<i>FY 23-24</i>	PERCENT CHANGED
	<i>Budget</i>					<i>Budget</i>	
23100 HEALTH INSURANCE (50% OF DEPENDENT MEDICAL AND DENTAL INSURANCE PREMIUMS)	97,500	0	97,500	82,346	84.46%	105,000	7.69%
45000 INSURANCE (GENERAL & LAW ENFORCEMENT LIABILITY, AUTO, BUILDING & CONTENTS, FLOOD, DUNE WALKOVERS, ETC.)	160,000	0	160,000	181,239	113.27%	227,115	41.95%
71000 DEBT SERVICE (TOWN IS DEBT FREE)	0	0	0	0	0.00%	0	0.00%
99900 CONTINGENCY (FOR UNEXPECTED AND EMERGENCY NEEDS-FUNDED FROM UNASSIGNED FUND BALANCE-\$500,000, AND ESTIMATED TO FUND BALANCE DUE TO EXCESS FROM BUILDING PERMIT REVENUE-\$125K.)	670,000	<u>0</u>	<u>670,000</u>	<u>0</u>	<u>0.00%</u>	638,322	<u>-4.73%</u>
DEPARTMENT TOTALS	927,500	0	927,500	263,585	28.42%	970,437	4.63%
TOTAL EXPENDITURES	11,078,035	(0)	11,078,035	5,103,711	46.07%	11,514,590	3.94%

BUDGET SUMMARY	PRIOR YEAR	CURRENT YEAR	% CHANGED	% OF BUDGET	Amount Changed
TOTAL REVENUES	11,078,035	11,514,590	3.94%	100.0000%	436,555
LEGISLATIVE	29,939	29,939	0.00%	0.2703%	0
FINANCE & ADMINISTRATION	1,105,174	1,165,430	5.45%	9.9763%	60,256
COMPREHENSIVE PLANNING	1,078,058	1,369,713	27.05%	9.7315%	291,655
LAW ENFORCEMENT	3,267,836	3,599,635	10.15%	29.4983%	331,799
PUBLIC WORKS	4,669,528	4,379,436	-6.21%	42.1512%	(290,092)
GENERAL GOVERNMENT	927,500	970,437	4.63%	8.3724%	42,937
TOTAL EXPENDITURES	11,078,035	11,514,590	3.94%		436,556
SURPLUS(SHORTFALL)	0	(0)			(0)



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Michael Ventura
Item Title: Ordinance No. 771 – 2022-2023 Budget Amendments

DISCUSSION:

Attached is Ordinance No. 771 which contains the proposed Fiscal Year 2022-2023 budget amendments. The Town's practice is to complete these amendments once a year at year-end. 98.4% of the proposed funding adjustments were approved by the Town Council during the year when proposed as a new expenditure or to reclass the funding source, the approval descriptions are attached.

RECOMMENDATION:

Staff recommends the Town Council consider a motion to approve on first reading Ordinance No. 771 - Amending the Fiscal Year 2022-2023 Annual Budget.

2022-2023 Budget Amendment Items

Expenditures

Department	Budget Category	Amendment	Description
Admin	Salaries	50,000	TM Transition
Admin	Employee Benefits	18,825	TM Transition
Admin	Professional Fees	63,500	TM Search, Legal Fees
Building	Professional Fees	15,000	Charette
Building	Professional Fees	840,000	Building Inspections
Admin	Operating Expenses	13,000	Goal Planning, TM Hire
Building	Operating Expenses	3,000	Contracts
Admin	Capital Outlay	18,380	Council Lighting, Civic Plus
Public Works	Capital Outlay	659,348	Universe Blvd, PW Vehicles, Lift Truck
General	Insurance	22,000	Workers Comp and Liability
General	<u>Contingency</u>	<u>(178,705)</u>	Items Approved By Council
	TOTAL EXPENDITURES	<u>\$1,524,348</u>	

Revenue

Budget Category	Amendment	Description
Building Permits	840,000	Increase In Permit Revenue
Grants	(1,050,000)	Grant Not Received- Universe Blvd
Investment Earnings	25,000	Cover Contracts and Insurance
Miscellaneous	(451,450)	Assessments Not Approved- Universe Blvd
From Assigned Fund Balance	222,256	Universe Blvd, PW Vehicles and Lift Truck
<u>From Unassigned Fund Balance</u>	<u>1,938,542</u>	Universe Approved from Reserves
TOTAL REVENUES	<u>\$1,524,348</u>	

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 771

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Town Staff has determined that in accordance with applicable accounting principles, and as required by state law, the Town must amend the annual budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022-2023"); and

WHEREAS, the Town Council wishes to amend the Fiscal Year 2022-2023 budget to provide for certain adjustments and amendments thereto.

NOW, THEREFORE, BE IT ORDAINED 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 following budget adjustments as an official amendment to the original budget for Fiscal Year 2022-2023, as adopted on September 28, 2022:

See Attached Schedule A attached hereto and incorporated herein by reference

Section 3. All ordinances or parts of ordinances of the Town of Juno Beach, Florida, in conflict with this Ordinance, are hereby repealed to the extent of such conflict. To the extent not modified herein, all other provisions of the Annual Budget for Fiscal Year 2022-2023 remain in full force and effect.

Section 4. 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 5. This Ordinance shall be effective immediately upon adoption.

FIRST READING this 13th day of September, 2023.

SECOND, FINAL READING AND ADOPTION, this 27th day of September, 2023.

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Ordinance No. 771
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AYE

NAY

ALEXANDER COOKE, MAYOR

AYE

NAY

PEGGY L. WHEELER, VICE MAYOR

AYE

NAY

MARIANNE HOSTA, VICE MAYOR PRO TEM

AYE

NAY

ELAINE K. COTRONAKIS, COUNCILMEMBER

AYE

NAY

DD HALPERN, COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY

SCHEDULE A
TOWN OF JUNO BEACH
AMENDED ANNUAL BUDGET
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023

1				
2	GENERAL FUND	Adopted		Amended
3		FISCAL YEAR	Budget Changes	FISCAL YEAR
4	REVENUES	<u>2022-2023</u>		<u>2022-2023</u>
5	Ad Valorem Taxes	\$3,401,989		\$3,401,989
6	Local Option, Use & Fuel Taxes	57,283		57,283
7	One-Cent Discretionary Surtax	305,851		305,851
8	Utility Services Taxes	896,364		896,364
9	Local Business Tax	70,000		70,000
10	Building Permits	900,000	840,000	1,740,000
11	Franchise Fees	97,500		97,500
12	Permits, Fees & Special Assessmer	156,450		156,450
13	Grants	2,491,750	(1,050,000)	1,441,750
14	Intergovernmental Revenue	497,249		497,249
15	Charges for Services	42,000		42,000
16	Fines and Forfeitures	25,500		25,500
17	Investment Earnings	90,000	25,000	115,000
18	Miscellaneous	577,000	(451,450)	125,550
19	From Impact Fees-Restricted	40,000		40,000
20	From Forfeiture Fund-Restricted	10,000		10,000
21	From ARPA	0		0
22	From Contributions-Restricted	18,200		18,200
23	From One-Cent Surtax-Restricted	575,899		575,899
24	From Assigned Fund Balance		222,256	222,256
25	<u>From Unassigned Fund Balance</u>	<u>825,000</u>	<u>1,938,542</u>	<u>2,763,542</u>
26				
27	TOTAL REVENUES	<u>\$11,078,035</u>	<u>\$1,524,348</u>	<u>\$12,602,383</u>
28				
29	EXPENDITURES BY DEPARTMENT			
30				
31	LEGISLATIVE			
32	Salaries	\$16,200		\$16,200
33	Employee Benefits	1,239		1,239
34	Operating Expenses	<u>12,500</u>		<u>12,500</u>
35				
36	TOTAL LEGISLATIVE	29,939	0	29,939
37				
38	FINANCE & ADMINISTRATION			
39	Salaries	678,449	50,000	728,449
40	Employee Benefits	205,325	18,825	224,150
41	Professional Fees	71,000	63,500	134,500
42	Operating Expenses	142,900	13,000	155,900
43	Capital Outlay	<u>7,500</u>	<u>18,380</u>	<u>25,880</u>
44				
45	TOTAL FINANCE & ADMINISTRATION	1,105,174	163,705	1,268,879

SCHEDULE A
TOWN OF JUNO BEACH
AMENDED ANNUAL BUDGET
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2023

	FISCAL YEAR		FISCAL YEAR
	<u>2022-2023</u>	Budget Changes	<u>2022-2023</u>
55	<u>COMPREHENSIVE PLANNING</u>		
56	Salaries	440,126	440,126
57	Employee Benefits	136,876	136,876
58	Professional Fees	431,000	855,000
59	Operating Expenses	62,556	3,000
60	Capital Outlay	<u>7,500</u>	<u>7,500</u>
61			
62	TOTAL COMPREHENSIVE PLANN	1,078,058	858,000
63			1,936,058
64	<u>LAW ENFORCEMENT</u>		
65	Salaries	1,811,248	1,811,248
66	Employee Benefits	830,903	830,903
67	Professional Fees	37,700	37,700
68	Operating Expenses	382,985	382,985
69	Capital Outlay	<u>205,000</u>	<u>205,000</u>
70			
71	TOTAL LAW ENFORCEMENT	3,267,836	0
72			3,267,836
73	<u>PUBLIC WORKS</u>		
74	Salaries	362,611	362,611
75	Employee Benefits	123,210	123,210
76	Professional Fees	5,000	5,000
77	Operating Expenses	472,007	472,007
78	Capital Outlay	<u>3,706,700</u>	<u>659,348</u>
79			<u>4,366,048</u>
80	TOTAL PUBLIC WORKS	4,669,528	659,348
81			5,328,876
82	<u>GENERAL GOVERNMENT</u>		
83	Insurance	257,500	22,000
84	Town Debt Service	0	0
85	Contingency	<u>670,000</u>	(178,705)
86			<u>491,295</u>
87	TOTAL GENERAL GOVERNMENT	<u>927,500</u>	<u>(156,705)</u>
88			<u>770,795</u>
89			
90	TOTAL EXPENDITURES	<u>\$11,078,035</u>	<u>\$1,524,348</u>
			<u>\$12,602,383</u>



Meeting Name: Town Council Meeting
Meeting Date: September 13, 2023
Prepared By: Leonard G. Rubin, Town Attorney
Item Title: Charter Review Committee Recommendations

DISCUSSION: The Charter Review Committee appointed by the Town Council has completed its review of the Town Charter. Based on such review, the Committee is recommending revisions to Article III (Legislative), Article V (Qualifications and Elections) and Article VI (Initiative and Referendum). Each of the proposed changes is attached to the memo and highlighted in yellow.

Article III (Legislative) –

The Committee is proposing a revision to Section 1 to add a new subsection (c) to add language specifically referencing the Town Council’s budgetary responsibilities and the fiduciary responsibilities of the Councilmembers as the trustees of public funds.

The Committee is also proposing a revising to subsection (a) of Section 6 to provide that if the Mayor or a Councilmember ceases to be either a resident or elector of the Town as determined by a majority of the entire Town Council (three affirmative votes), the Mayor or Councilmember’s seat becomes vacant. Furthermore, the Committee is recommending that the Mayor or a Councilmember automatically forfeits his or her office if he or she:

1. Is convicted of or pleads nolo contendere to any felony; or
2. Is convicted of or pleads nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.

Finally, the Committee is proposing to add two new subsections to Section 8 (Procedure). The first revision would require that any amendment to the Town’s land development regulations that increases the permitted height or density within any zoning district would require an affirmative vote of all five Councilmembers. The second revision would require a unanimous vote of all five Councilmembers for a variance to the permitted height within any zoning district, effective upon expiration of the limitations set forth in Chapter 2023-304, Florida Statutes (Senate Bill 250). Currently, those limitations expire on October 1, 2024.

Article V (Qualifications and Election) –

The Committee is proposing a revision to Section 4 that would negate the need for run-off elections unless there was a tie vote. Under the proposed revision, the candidate receiving the greatest number of votes

cast at the election would be declared duly elected, even if that candidate did not receive a majority of the votes cast. However, if the top candidates receive an equal number of votes, the names of such candidates shall be submitted to the electors in a run off election. The candidates for such run off election shall be positioned on the ballot in the same manner as that utilized in the first election.

Article VI (Initiative and Referendum) –

The Committee is proposed two minor amendments to the initiative and referendum process. For the sake of internal consistency, the Committee is recommending that the reference to “a vote of the Town” in subsections (e)(2) and (f)(1) be changed to “a vote of the Town’s qualified electors.”

Should the Town Council decide to accept any or all of the Committee’s recommendations, the revisions would need to be submitted to referendum vote. Pursuant to Section 166.031, Florida Statutes, the Town Council would adopt an Ordinance setting forth the revised language; the ballot title; and an explanatory statement. The changes would only become effective if approved by a majority of the Town’s electors casting votes at the election.

RECOMMENDATION: Town Staff recommends that that Town Council consider the Charter Review Committee’s recommendations to the Town Charter and determine what revisions, if any, the Town Council wishes to submit to referendum vote.

ARTICLE V. QUALIFICATION AND ELECTIONS¹

Sec. 1. Non-partisan election.

All qualifications and elections for the office of mayor and town council member shall be conducted on a non-partisan basis without regard for or designation of political party affiliation of any nominee on any nomination petition or ballot.

(Res. No. 2023-03 , election of 3-14-2023)

Sec. 2. Qualifications.

Candidates for the office of mayor and town council member shall qualify for such office by the filing of a written notice of candidacy with the town clerk at such time and in such manner as may be provided by law.

(Res. No. 2023-03 , election of 3-14-2023)

Sec. 3. Form of ballots.

- (a) *Candidates.* The council by resolution shall prescribe the form of ballot including the method for listing candidates for town council elections and any other town election unless the form of a ballot is prescribed by state law.
- (b) *Charter amendments.* Whenever a charter amendment is to be voted on by the town, the amendment shall be placed on that portion of the ballot following the candidates for town council, if any. The substance of such amendment shall be printed in clear and unambiguous language on the ballot and followed by the word "yes" and also by the word "no." The proposed amendment shall be styled in such a manner that a "yes" vote will indicate approval of the proposal and a "no" vote will indicate rejection. The wording of the substance of the amendment and the ballot title to appear on the ballot shall be embodied in the town ordinance approving such amendment to be placed before the voters. In accordance with Florida law, the substance of the amendment shall be an explanatory statement of the chief purpose of the measure. The ballot title shall consist of a caption by which the measure is commonly referred to or spoken of.

(Ord. No. 580, § 2, 1-12-2005)

Sec. 4. General and run-off election.

Whenever a general or a special election is held to fill any elective office in the town, the candidate receiving a majority the greatest number of the votes cast at such election to fill such office shall be declared to be duly elected; provided that in the event no candidate for a particular elective office shall receive a majority of the votes cast at such election to fill such office, then a run-off election shall be held on such date as is provided by ordinance of the town; provided further that in such event only the names of the two (2) candidates having received the greatest number of votes in the election for such office shall be submitted to the voters and the one receiving the majority number of votes in such run-off election shall be declared to be duly elected to such office;

¹State law reference(s)—Florida Election Code, F.S. ch. 97 et seq.

provided further, that should ~~two (2) or more candidates receive an equal number of votes to for any such office, so that it cannot be determined which two (2) had candidate received the greatest and the next greatest number of votes, then the names of all such candidates receiving an equal number of votes shall be submitted at the a run-off election, and the candidate receiving the greatest number of votes at such election shall be declared elected to such office, regardless of whether such candidate received a majority of the votes cast to fill such office at such run-off election. The candidates in a run-off election shall be positioned on the ballot utilizing the same procedure as that utilized in the general or special election.~~

Sec. 5. Unopposed candidate: vacancies in candidacy.

- (a) In the event only one person qualifies as a candidate for a designated seat on the town council to be filled at an election, that seat shall not be listed on the regular town election ballot. In the event a vacancy in candidacy caused by death, withdrawal or removal from the ballot leaves only one remaining qualified candidate, that candidate shall be treated in the same manner as an unopposed candidate. Each unopposed candidate shall be deemed to have voted for him or herself and thereafter declared to be duly elected to such office.
- (b) If the death, withdrawal or removal from the ballot of a qualified candidate occurs after the close of the qualification period leaving no candidates for an open seat with at least twenty (20) days remaining before the election, the qualifying period for that seat shall be reopened for a period of five (5) business days following the date the vacancy occurs and all qualified candidates registering during that period shall be placed on the ballot. The town clerk shall advertise the reopening of the qualification period.
- (c) If the death, withdrawal or removal from the ballot of a qualified candidate occurs after the close of the qualification leaving no candidates for an open seat with less than twenty (20) days remaining before the election, the election for such office shall be delayed for at least thirty (30) and no more than forty-five (45) days at which time the general election for that office shall take place. The town clerk shall advertise notice of the rescheduling of the election and the reopening of the qualifying period. Qualifying shall be reopened for a period of at least ten (10) business days.

(Ord. No. 580, § 2, 1-12-2005)

State law reference(s)—Mandate for establishing procedure for filling vacancies in candidacy, F.S. § 166.031(6).

Sec. 6. Recall.

The qualified voters of the town shall have the power to recall and remove from office any elected official of the town as provided by general law.

State law reference(s)—Recall of members of governing body, F.S. § 100.361.

ARTICLE VI. INITIATIVE AND REFERENDUM

[Sec. 1. Procedures for initiative and referendum.]

(a) *General provisions.*

- (1) *Initiative.* Electors of the town shall have power to propose ordinances to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any ordinance relating to appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.
- (2) *Referendum.* Electors of the town shall have power to require reconsideration by the council of any adopted ordinance and if the council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the budget or capital improvements program or any emergency ordinance or ordinance relating to the appropriation of money, levy of taxes, salaries of town officers or employees, annexation of property, the rezoning of property, or the town's adopted comprehensive plan.

- (b) *Commencement of proceedings.* Any five (5) electors of the town may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating they will constitute the petitioners committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought [to] be reconsidered.

Promptly after the affidavit of the petitioners committee is filed, the town clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners committee at the committee's expense.

(c) *Petitions.*

- (1) *Number of signatures.* Initiative and referendum petitions must be signed by electors of the town equal in number to at least fifteen (15) percent of the total number of electors registered to vote at the last regular town election.
- (2) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
- (3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, and that he believes them to be the genuine signature of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- (4) *Time for filing referendum petitions.* Referendum petitions must be filed within thirty (30) days after adoption by the council of the ordinance sought to be reconsidered.

(d) *Procedure for filing.*

- (1) *Certificate of clerk; amendment.* Within twenty (20) days after the initiative or referendum petition is filed the town clerk shall complete a certificate as to its sufficiency, specify if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners committee by registered mail. Grounds for insufficiency are only those specified in subsection (c). If the petitioners committee does not request council review under subsection (2) of this section within the time required, the clerk's certificate shall be a final determination as to the sufficiency of the petition.
- (2) *Council review.* If a petition has been certified insufficient the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the council. The council shall review the certificate within thirty (30) days of the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (e) *Referendum petitions.* When a referendum petition is filed with the town clerk the ordinance sought to be reconsidered shall remain in effect until:
- (1) The council repeals the ordinance, or;
- (2) A vote of the **town's qualified electors** repealing the ordinance has been certified.
- (f) *Action on petitions.*
- (1) *Action by council.* When an initiative or referendum petition has finally been determined sufficient, the council shall consider the proposed initiative ordinance or reconsider the referred ordinance by voting its repeal. If the council fails to adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance within sixty (60) days, a vote of the **town's qualified electors** on a proposed or referred ordinance shall be held.
- (2) *Submission to voters.* The election shall be held not less than ninety (90) days and not later than one hundred twenty (120) days from the date that the petition was determined sufficient. If no regular town election is scheduled to be held within the period described in this subsection, the council shall provide for a special election, within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (3) *Withdrawals of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the town by filing with the town clerk or other official designated by the council a request for withdrawal signed by at least four members of the petitioners committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.
- (g) *Results of election.*
- (1) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the council; provided, however that the council may amend or repeal an ordinance enacted by initiative only upon the affirmative vote of at least four (4) councilmembers.
- If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (2) *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

ARTICLE III. LEGISLATIVE

Sec. 1. Form of government; town council; power and composition; qualification; residency.

- (a) The town shall operate under the council-manager form of government, as provided herein. There shall be a town council vested with all legislative powers. The town council shall consist of five (5) members; one of whom shall be the Mayor and four (4) of whom shall be councilmembers.
- (b) Only electors of the town who have been continuous residents for at least one (1) year immediately preceding the date of filing of their notice of candidacy shall be eligible to hold the office of mayor or councilmember. All candidates for mayor or councilmember shall submit an affidavit prior to qualification for office demonstrating that they meet the residency requirement. As used in this section and for the purpose of completing the affidavit, "residency" shall require: (1) a place of abode within the town; and (2) the intent of making that place of abode the person's permanent home. Additionally, the affidavit shall state that the candidate is registered to vote at the candidate's place of abode at the time of qualification.

(c) The town council adopts and appropriates town funds through its budgetary responsibilities, and its members have fiduciary responsibilities as trustees of public funds.

(Ord. No. 635, § 2, 5-12-2010; Res. No. 2023-03 , election of 3-14-23)

Sec. 2. Election and terms.

On a date established by ordinance of the town, a general election shall be held in each year to elect members of the town council. The selection of members of the town council shall be by seats to be known as seats 1, 2, 3, 4 and 5. Commencing with the 2011 general election and continuing thereafter, the councilmembers in seats 1 and 3 shall serve a term of three (3) years. The councilmember in seat 5 shall continue to serve a term of two (2) years. Commencing with the 2012 general election and continuing thereafter, the councilmembers in seats 2 and 4 shall serve a term of three (3) years. Commencing with the 2013 general election and continuing thereafter, the councilmember in seat 5 shall serve a term of three (3) years. Commencing with the 2024 general election and continuing thereafter, councilmember seat 2 shall be redesignated as the seat of "mayor" which shall then and thereafter be an elected office with a two (2) year term. The term of office of the mayor and of a councilmember shall commence upon election and qualification and shall continue until a successor is elected and qualified.

(Ord. No. 637, § 2, 5-12-2010; Res. No. 2023-03 , election of 3-14-2023)

Sec. 3. Mayor.

The mayor shall preside at meetings of the council, shall be recognized as head of town government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of deeds and as the town official designated to represent the town in all agreements with other governmental entities or certifications to other governmental entities. The mayor shall have no administrative duties except as required to carry out the responsibilities herein.

(Res. No. 2023-03 , election of 3-14-2023)

Sec. 4. Annual council officer appointments.

The council shall elect from among its members a vice mayor, and a vice mayor pro tem to serve at the pleasure of the council. Election of the vice mayor and vice mayor pro tem shall be done annually at the first council meeting after the town election. The vice mayor shall act as mayor during the absence or disability of the mayor. The vice mayor pro tem shall preside over council meetings in the absence of the mayor and the vice mayor.

(Res. No. 2023-03 , election of 3-14-2023)

Sec. 5. Compensation and expenses.

The council may determine the annual salary of the mayor and of council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the mayor or councilmembers elected at the next regular election.

(Res. No. 2023-03 , election of 3-14-2023)

Sec. 6. Vacancies; forfeiture of office; filling of vacancies.

- (a) *Vacancies.* The office of mayor or of a councilmember shall become vacant upon the death, resignation, or removal from office in any manner authorized by law of such mayor or councilmember or if such mayor or councilmember ceases to be a resident or an elector of the town as determined by the remaining a majority of the members of the entire council (three affirmative votes). Furthermore, the mayor or a councilmember shall forfeit office if he or she:
1. Is convicted of or pleads nolo contendere to any felony; or
 2. Is convicted of or pleads nolo contendere to any crime of fraud or dishonesty including, by way of example, larceny, theft, burglary, forgery, perjury, or embezzlement.
- (b) *Filling of vacancies.* If there is a vacancy on the council, including both the office of mayor or any councilmember seat, the council by a majority vote of the remaining members may choose a successor mayor or councilmember as applicable, to serve until the next regular town election at which time an election shall be held regardless of whether an election of the seats in which the vacancy occurred is scheduled. If the election for the seats in which the vacancy occurred is not scheduled, the election for those seats shall be for the remainder of the term of the seat or seats in which the vacancy occurred. Any elector seeking appointment to the council, including both the office of mayor or any councilmember seat, shall meet all of the requirements for election set forth in section 1(b) above and shall complete and submit the required affidavit and ethics commission form 1. The council shall consider such documentation when choosing a successor.
- (c) *Extraordinary vacancies.* In the event that there is a vacancy in all five (5) seats of the council, the governor is authorized to appoint an interim council, such interim council to serve until the next regularly scheduled election. If the governor does not appoint an interim council within sixty (60) days, the town manager shall schedule a special election at the earliest practicable date.

(Ord. No. 731 , § 2, 11-17-2020; Res. No. 2023-03 , election of 3-14-2023)

State law reference(s)—Mandate for establishing procedure for filling vacancies, F.S. § 166.031(6).

Sec. 7. Council appointed officials.

The council shall appoint a town attorney. The council shall have the power to employ and retain other professional advisors and consultants.

(Ord. No. 732 , § 2, 11-17-2020; Res. No. 2023-03 , election of 3-14-2023)

Sec. 8. Procedure.

- (a) *Meetings.* The council shall meet regularly at least once in every month at such times and places as the council may prescribe. Special meetings may be held on the call of the mayor or of a majority of the members and in the absence of a state of emergency, upon no less than twenty-four (24) hours' notice to each member and the public.
- (b) *Rules.* The council shall determine its own rules and order of business.
- (c) *Voting.* Voting on ordinances and resolutions shall be recorded. A majority of the council shall constitute a quorum; a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to penalties prescribed by rules of the council. No action of the council, except as otherwise provided in this charter, shall be valid or binding unless adopted by the affirmative vote of the majority of the quorum present. Notwithstanding the foregoing, no ordinance shall be adopted unless by the affirmative vote of at least three (3) councilmembers. In all matters coming before the council for a vote, the mayor shall have the same authority, powers and privileges as all other councilmembers.
- (d) *Environmentally sensitive land.* No change to the land use classification or zoning designation of environmentally sensitive land shall be adopted unless by the unanimous vote of all five (5) councilmembers.
- (e) *Police department.* No contract or interlocal agreement shall be entered into between the town and a third-party whereby that party assumes the management of or performs the duties and responsibilities of the police department unless the proposed agreement is approved by the affirmative vote of four (4) councilmembers and by a majority of the town electors who vote in a referendum election conducted in accordance with all legal requirements.
- (f) *Land development regulations.* Any amendment to the town's existing land development regulations that increases the permitted height or density within any zoning district shall require an affirmative vote of all five (5) councilmembers.
- (g) *Variances.* Commencing on the date of the expiration of the limitations on the adoption of more restrictive or burdensome procedures concerning the review or approval of development permits set forth in section 14 of Chapter 2023-304, Laws of Florida, any order granting a variance to the permitted height within any zoning district shall require an affirmative vote of all five (5) councilmembers.

(Ord. No. 578, § 2, 12-29-2004; Ord. No. 732 , § 2, 11-17-2020; Ord. No. 733 , § 2, 11-17-2020; Ord. No. 734 , § 2, 11-17-2020; Res. No. 2023-03 , election of 3-14-2023)

State law reference(s)—Procedures for adoption of ordinances and resolutions, F.S. § 166.041; public meetings and records, F.S. § 286.011.