



TOWN COUNCIL REGULAR MEETING AGENDA

May 08, 2024 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

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

The meeting will be broadcast live on The Town of Juno Beach YouTube page and can be viewed any time at: <https://www.youtube.com/@townofjuno-beach477/streams>

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

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

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

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

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.

CONSENT AGENDA

1. Town Council Meeting Minutes for April 24, 2024
2. Juno Beach Police Foundation Donations

COUNCIL ACTION/DISCUSSION ITEMS

3. Town Center Restroom Renovation Project
4. Discussion - Establish paid parking and resident decal parking
5. Kagan Park Playground Design Selection
6. Ocean Ridge Way and Atlantic Boulevard sidewalk and pedestrian path update.
7. 461 Venus Drive- Building Permit Extension Request
8. Ordinance No. 785 - Schedule of Off-Street Parking Requirements Multiple-Family Use (First Reading)
9. Town Events for Fiscal Year 2024-2025

COMMENTS FROM THE COUNCIL

ADJOURNMENT



TOWN COUNCIL MEETING MINUTES

April 24, 2024 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

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

ALSO PRESENT: DAVID DYESS, TOWN MANAGER
 LEONARD RUBIN, TOWN ATTORNEY
 FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
 ISABELLA HICKEY, SENIOR PLANNER
 ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
 TIMOTHY HANNON, DEPUTY DIRECTOR OF PUBLIC WORKS
 CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
 FIORELLA VERDECIA, ADMINISTRATIVE SECRETARY

AUDIENCE: 40+

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave consensus to move Items #21 & #22 up to Items #16A and #16B.

PRESENTATIONS

1. Palm Beach County Environment Resource Management - Beach Erosion (*See attached presentation.*)

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.

Public Comments Opened at 6:03pm.

Public Comments Closed at 6:33pm.

CONSENT AGENDA

2. Special Town Council Meeting Minutes for April 1, 2024
3. Town Council Workshop on A Scope for Master Development Planning Minutes for April 8, 2024
4. Proclamation - National Public Works Week
5. Proclamation – Professional Municipal Clerks Week 2024
6. Proclamation – Public Service Recognition Week 2024
7. Proclamation – National Safe Boating Week 2024
8. Proclamation – Police Week and Peace Officers Memorial Day 2024
9. Annual Progress Report – Floodplain Management Plan
10. Approval to Expend Funds for the Retirement of Nancy Harvey
11. Year to Date (YTD) Financial Statements

MOTION: Halpern/Rosengarten made a motion to approve the consent agenda.

ACTION: The motion passed unanimously.

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

12. Ordinance No. 782 – Implementation of Live Local Act (“Second Reading”)

MOTION: Rosengarten/Halpern made a motion to approve Ordinance No. 782 on Second and Final Reading.

ACTION: The motion passed unanimously.

13. Ordinance No. 783 – Construction Site Standards – Second Reading

MOTION: Davis/Rosengarten made a motion to approve Ordinance No. 783 on Second and Final Reading.

ACTION: The motion passed unanimously.

14. Ordinance 784 (Modifying the Procedures for Appointment of Planning and Zoning Board Members) (Second Reading)

MOTION: Rosengarten/Halpern made a motion to approve Ordinance No. 784 on Second and Final Reading.

ACTION: The motion passed unanimously.

15. Planning and Zoning Board Appointments

MOTION: Davis/Rosengarten made a motion to approve the following members: James Ehret; John Gonzales; Carol Rudolph; Michael Stern; Laure Shearer; and alternate member James Ferguson; to the Planning & Zoning Board for a one-year term.

ACTION: The motion passed unanimously.

16. Discussion on Proposal for the Planning & Zoning Board and Audit Oversight Committee

Mayor Wheeler, Vice Mayor Halpern, and Vice Mayor Pro Tem Hosta gave consensus to retain status quo for placing items on the Planning & Zoning Board agenda and have staff provide options on how to be more efficient with items.

Mayor Wheeler, Vice Mayor Halpern, and Vice Mayor Pro Tem Hosta gave consensus to have the Audit Oversight Committee follow the same agenda procedure as the Planning & Zoning Board.

16A. Discussion on Juno Beach Police Key Access

MOTION: *Halpern made a motion to require that all Juno Beach Police Volunteers be Juno Beach residents for a minimum of one-year.*

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

MOTION: *Davis/Halpern made a motion to have the electronic key access returned to the volunteers with limited hours and locations of access as determined by the Juno Beach Police Department; and to exclude access to the Town Center.*

ACTION: *The motion passed 4-1 with Vice Mayor Pro Tem Hosta opposed.*

16B. Discussion on Juno Beach Police Foundation

Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Davis gave consensus to continue to accept funds from the Juno Beach Police Foundation while they work on the issues in house.

17. Request for Proposal- Town Center Restroom Renovation Project

MOTION: *Halpern/Rosengarten made a motion to approve entering an agreement with Usher & Associates to renovate the restrooms at the Town Center at a cost not to exceed of \$42,000; with the funding in the amount of \$20,000 from One Cent Surtax, \$10,000 from the Building Department Fund, and \$12,000 from contingency; and to bring the color palette back to the Town Council for review.*

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

18. Request for Proposal- Celestial Way Drainage Project

Council gave consensus to have a discussion on Celestial Drive crosswalks put on a future agenda.

MOTION: *Davis/Halpern made a motion to approve entering into an agreement with CK Contractors & Development to complete the Celestial Way Drainage Improvement Project in an amount not to exceed of \$278,000; (project cost includes bid proposal plus 10% contingency) with the funding from the Resilient Florida Grant not to exceed \$139,000 and not to exceed \$139,000 from the Town's general fund, and the One Cent Surtax.*

ACTION: *The motion passed unanimously.*

19. 2024 Safe Streets and Roads for All Grant Application

***MOTION:** Davis/Halpern made a motion to approve entering an agreement with RMPK Funding to apply for the 2024 Safe Streets and Roads for All Grant in the amount of \$2,500 from contingency; and to authorize the Town Manager to execute all grant documents as necessary.*

***ACTION:** The motion failed 2-3 with Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Rosengarten opposed.*

20. 2024 Historic Preservation Small Matching Grant Application

***MOTION:** Davis/Halpern made a motion to approve an agreement with RMPK Funding to apply for the 2024 Historic Preservation Small Matching Grant in the amount of \$2,500 from contingency; and authorize the Town Manager to execute all grant documents as necessary.*

***ACTION:** The motion passed 3-2 with Mayor Wheeler and Vice Mayor Pro Tem Hosta opposed.*

23. ~~Discussion—Establish paid parking and resident decal parking~~

COMMENTS FROM THE COUNCIL

ADJOURNMENT

Per Ordinance No. 759, the meeting was adjourned at 10:00pm.

Peggy Wheeler, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk

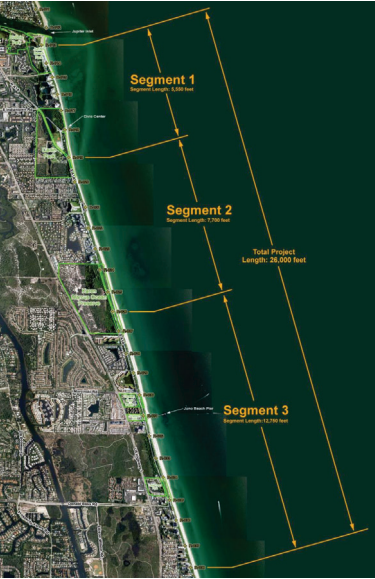
Town of Juno Beach Coastal Update April 2024



Andy Studt
Palm Beach County
Dept of Environmental Resources Management

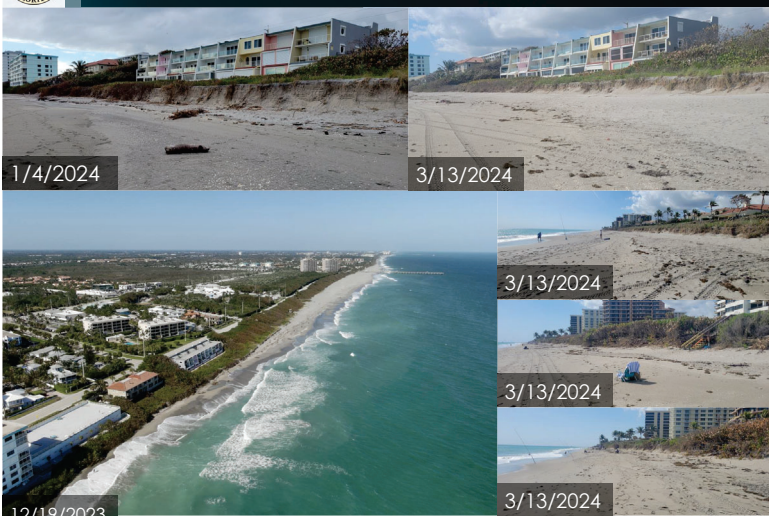


North County Comprehensive Shore Protection Project



- Total Project Length – 4.92 miles
- Segment I – Traditional Jupiter/Carlin Project Area
 - 5,550 ft length
 - 150-200 ft berm width
- Segment II – South Jupiter Segment
 - 7,700 ft length
 - Dune-only Restoration and Maintenance
- Segment III – Traditional Juno Beach Project Area
 - 12,750 ft length
 - 150-200 ft berm width

Fall 2023/Winter 2024 Erosion



Fall 2023/Winter 2024 Erosion





Fall 2023/Winter 2024 Erosion




Project History – Jupiter/Carlin Segment



- Beach Nourishment
 - 1995 603,000 CY
 - 2002 626,000 CY
 - 2015 424,000 CY
 - 2020 513,000 CY
 - 2022 409,000 CY
- 2022 Restoration Facts
 - ~\$7M Total Cost
 - 50% External Cost Share
- Fall 2023 / Winter 2024
 - Severe Erosion Hotspot
 - Accelerated Sand Movement
- 2024 JID Maintenance
 - 2024 ~140,000+ CY (ongoing)



Project History – South Jupiter Dune



- Dune Nourishment
 - 2016 3,300 CY
 - 2020 5,000 CY
 - 2022 27,595 CY
- 2022 Restoration Facts
 - \$1.4M+ Total Cost
- Fall 2023 / Winter 2024
 - Limited Dune Erosion
 - Accretion South of R. Club
 - Beach Stabilizing
 - Ongoing Vandalism Issues



Project History – Juno Beach Segment



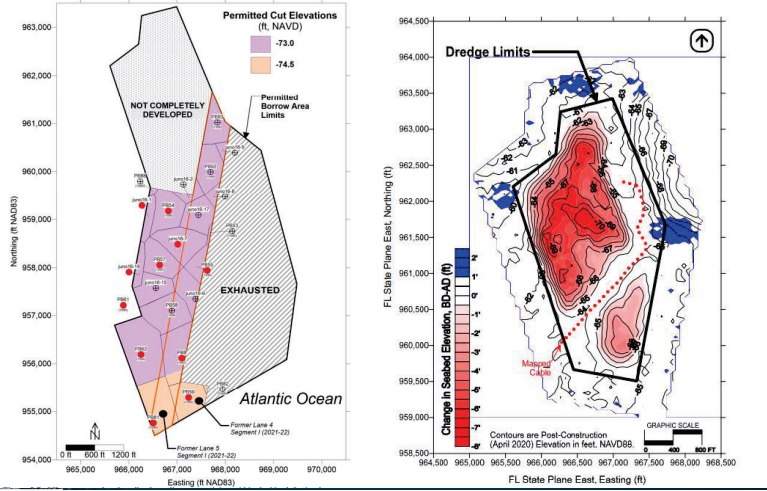
- Beach Nourishment
 - 2001 1,000,000 CY
 - 2010 925,000 CY
 - 2021 991,000 CY
- FY2021 Project Facts
 - ~\$15M Total Cost
 - 95% External Cost Share
- 2022 Hurricane Nicole
 - 207,745 CY Damages
 - \$4,281,668 FEMA (75%)
 - \$1,051,963 FDEP (100%)
- Fall 2023 / Winter 2024
 - Significant Damage South
 - Accretion North of Juno Pier

Project Status and Planned Construction

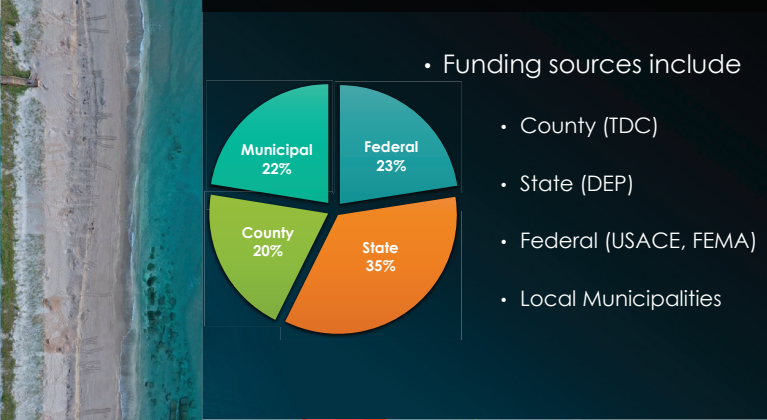


- Segment I (Jupiter/Carlin)
 - FY2022 409,000 CY Nourishment
 - ~7yr nourishment interval
 - FIND ICWW Maintenance FY2025
 - Potential Nourishment Winter 2026
 - Dune Construction as Needed (FY2025?)
- Segment II (South Jupiter)
 - Permitting- Major Permit Modification
 - FDEP Permit App Sent 2/6/2024
 - USACE Permit App Sent 2/29/2024
 - Potential Nourishment Winter 2026
 - Dune Construction as Needed
- Segment III (Juno Beach)
 - FY2021 991,000 CY Nourishment
 - ~10yr nourishment interval
 - Potential Nourishment Winter 2026
 - Dune Construction as needed

North County Sand Search



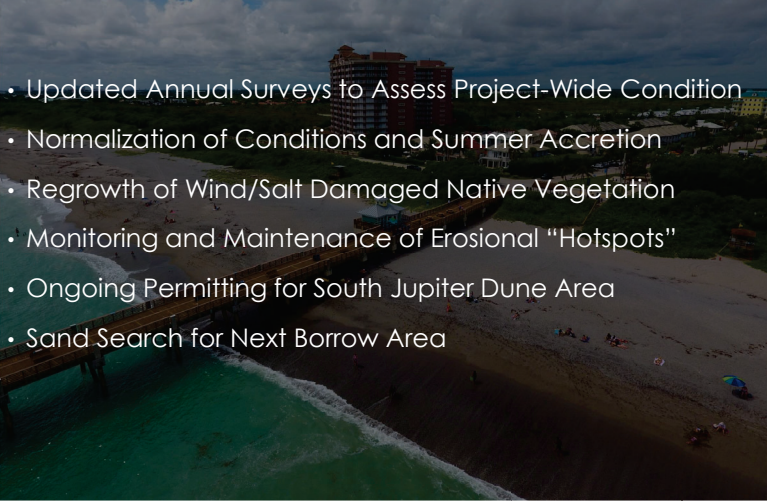
Countywide Beaches Funding



- Funding sources include
 - County (TDC)
 - State (DEP)
 - Federal (USACE, FEMA)
 - Local Municipalities



What's Next?



- Updated Annual Surveys to Assess Project-Wide Condition
- Normalization of Conditions and Summer Accretion
- Regrowth of Wind/Salt Damaged Native Vegetation
- Monitoring and Maintenance of Erosional "Hotspots"
- Ongoing Permitting for South Jupiter Dune Area
- Sand Search for Next Borrow Area



Questions?

Andy Studt

Program Supervisor – Coastal Resources

Department of Environmental Resources Management

astudt@pbcgov.org

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	X
A. Marie Ecton	
James L. Ehret, P.E.	X
James Ferguson	X
John Gonzales	
Gloria Kanahele	
Carol Rudolph	X
Laure Shearer	X
Michael Stern	X
Erich Zlanabitnig	

FW.

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	
James L. Ehret, P.E.	
James Ferguson	X
John Gonzales	
Gloria Kanahale	
Carol Rudolph	
Laure Shearer	
Michael Stern	
Erich Zlanabitnig	

PW

Halpern 4/24/24

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	X
James L. Ehret, P.E.	X
James Ferguson	
John Gonzales	
Gloria Kanahale	
Carol Rudolph	X
Laure Shearer	X
Michael Stern	X
Erich Zlanabitnig	X

Alternate?

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	
James L. Ehret, P.E.	
James Ferguson	
John Gonzales	
Gloria Kanahale	
Carol Rudolph	
Laure Shearer	
Michael Stern	
Erich Zlanabitnig	X

J D

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	X
A. Marie Ecton	
James L. Ehret, P.E.	X
James Ferguson	X
John Gonzales	X
Gloria Kanahela	
Carol Rudolph	
Laure Shearer	X
Michael Stern	X
Erich Zlanabitnig	

C. H.

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	
James L. Ehret, P.E.	
James Ferguson	X
John Gonzales	
Gloria Kanahale	
Carol Rudolph	
Laure Shearer	
Michael Stern	
Erich Zlanabitnig	



JR.

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	
James L. Ehret, P.E.	X
James Ferguson	
John Gonzales	X
Gloria Kanahele	
Carol Rudolph	X
Laure Shearer	X
Michael Stern	X
Erich Zlanabitnig	X

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	
James L. Ehret, P.E.	
James Ferguson	
John Gonzales	
Gloria Kanahale	
Carol Rudolph	
Laure Shearer	
Michael Stern	
Erich Zlanabitnig	X

SR

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
A. Marie Ecton	X
James L. Ehret, P.E.	X
James Ferguson	
John Gonzales	X
Gloria Kanahele	
Carol Rudolph	X
Laure Shearer	X
Michael Stern	X
Erich Zlanabitnig	

D. DAVIS

Councilmember Ballot

Please put an X next to the name of the applicant you wish to appoint. (6 total)

The names below are in alphabetical order.

Applicant Name	
Jonathan Brennan Butler	
X A. Marie Ecton	
James L. Ehret, P.E.	
James Ferguson	
John Gonzales	
Gloria Kanahole	
Carol Rudolph	
Laure Shearer	
Michael Stern	
Erich Zlanabitnig	





Provided by JBPF
on April 23, 2024

Item #1.

Helping to Ensure the Safety of Juno Beach

April 23, 2024

Dear Council Members,

We are reaching out in response to the concerns raised by Council during the April 1st Town Council meeting regarding the Juno Beach Police Foundation. It has come to our attention that there are questions regarding the Foundation's impact on Juno Beach and whether the Town should continue accepting financial support from our organization.

Allow me to address these concerns by emphasizing the invaluable contributions the Police Foundation has made to our community since its establishment in 2018. Through our not-for-profit efforts, we have provided over \$300,000 in support of the Juno Beach Police Department and enhanced the safety and well-being of our residents. In addition to equipment, training and technology grants, our funding has facilitated numerous community outreach initiatives, including the 9/11 Remembrance, the Juno Beach Night Out Against Crime, and the funding of CPR/AED/First Aid training courses. Additionally, at last week's Board meeting, we approved Grant requests from the Police Department totaling \$17,077 for Tactical Rifle Ballistic Shields for Officers and AEDs for the incoming new police cruisers.

Furthermore, the Foundation has spearheaded whole-town initiatives such as the "AEDs in Public Places" program, which has resulted in the placement of six AEDs in publicly accessible areas throughout the town, potentially saving lives in emergency situations. This initiative has caused several HOA/COA's to reach out supporting us and asking for more information on purchasing similar devices for their communities.

Of significant note is the overwhelming support we have received from the residents of Juno Beach. Nearly 800 individuals, mostly town residents have generously donated to the Police Foundation, demonstrating their commitment to the safety and well-being of our community. Their contributions, alongside those of major corporations such as Florida Power & Light, The Waterford, and the Seminole Golf Club, underscore the widespread belief in the Foundation's mission and effectiveness.

Regarding the concerns raised at the April 1st Council meeting, I want to reaffirm that the Police Foundation has no political agenda whatsoever. We are bound by federal law which prohibits it, and we are fully compliant.

I wish to address the mention of Mr. Jack Luther and Mr. Larry Sorsby at the last Council meeting. Mr. Luther is a member of the Police Foundation Board. Mr. Sorsby has no affiliation with the Foundation whatsoever. Their letter, referenced at last month's Council meeting, was sent to Town residents by two individuals and was not in any way affiliated with or reviewed by the Police Foundation. It would therefore be unfair to Town residents if the Council were to stop accepting support from the Foundation as a means of retaliating against an individual member.

In conclusion, I assure you of the Police Foundation's unwavering commitment to enhancing the safety and well-being of our community while helping to reduce the tax burden on our residents. We value our partnership with the Town, and we are dedicated to fostering open communication and collaboration.

Thank you for your attention to this matter. Our President, Mr. Murphy and I are here to answer any questions Council may have on this matter.

Sincerely,

The Board of Directors
Juno Beach Police Foundation

Board of Directors

President
Thomas F. Murphy
IBM Corporation (retired)

Vice President
Paul E. Rothstein
Copytech Print (retired)

Treasurer
Jon L. Luther
Dunkin Brands (retired)

Secretary
Dr. Joseph A. Rooney
American University

Director
Nelson Ferreira
Ferreira Construction

Director
Mark Habersaat
NextEra Energy/FPL

Advisor
John Large
NextEra Energy/FPL

Board Advisors

Chief Brian J. Smith
Major Mark G. Saloio

Juno Beach
Police Department

Juno Beach Police Foundation

Cash Donations for earmarked items

2018	\$9,000	Replacement AEDs for Police patrol cars
2019	\$6,988	Police Helmets for Officers
2019	\$1,000	SaferWatch App
2020	\$35,000	Aerial Drone
2020	\$1,224	CPR Manequins
2121	\$18,795	Two Speed assessment trailers
TOTAL	\$72,007	

Completed Grants

2018	\$2,995	Night Vision Moniclers for Officers
	\$900	Marine Style Binoculars for Officers
	\$8,000	Mobile Fingerprint Scanner
	\$4,000	Police Training Equipment
2020	\$13,450	All Terrain Vehicle
	\$13,000	Neighborhood Patrol Vehicle
	\$10,400	Firearms Training Simulator
2021	\$48,000	Beach Patrol Truck
2022	\$6,550	Ceramic ballistic vest plates for Officers
	\$4,400	First Aid kits for patrol vehicles
2023	\$10,500	Red Dot sights for Officers handguns
	\$1,000	T3 Patrol Vehicle refurbishment and batteries
	\$1,000	Tourniquets for patrol Officers
	\$4,000	Volunteer Patrol vehicle transition
	\$11,419	AEDs for Patrol vehicles
	\$10,000	Police range lighting
	\$4,029	Red Dot sights for Officers rifles
2024	\$1,990	Additional AEDs for patrol cars
	\$9,800	Tactical Rifle Ballistic Shields
	\$7,277	AEDs for new patrol vehicles
TOTAL	\$172,710	

Community Outreach Programs

	\$37,500	LPR lease (5 cameras for 3 year lease)
	\$8,000	Night Out Against Crime (4 years)
	\$11,100	AEDs in Public Places program
	\$9,000	Self defense training courses for Officers (3 years)
	\$5,000	September 11 Memorial sponsorship (5 years)
	\$3,500	Tour de Force Event
TOTAL	\$74,100	

GRAND TOTAL \$318,817



Meeting Name: Town Council Regular Meeting
Meeting Date: May 8th, 2024
Prepared By: Chief Brian J. Smith
Item Title: Juno Beach Police Foundation Donations

DISCUSSION:

The Juno Beach Police Foundation has approved the purchase and donation of (14) ballistic Threat Shields for Police Officers and (7) AED's (automatic external defibrillators) for the Police Department. These donations were approved by the Foundation separately, totaling \$9,799.86 for the Ballistic Shields and \$ 7,276.50 for the AED's.

The Ballistic Shields would be issued to all Sergeants and Officers and are light-weight, ergonomic and rifle resistant. They will provide Officers with a higher level of protection from ballistic projectiles during active shooter situations or other situations involving assailants with firearms.

The AED's will enable the Police Department to equip all patrol and specialty vehicles, including the ATV or Golf Cart, with life-saving AED's to be on-hand and readily available during a cardiac emergency.

RECOMMENDATION:

Staff recommend approving the purchase and donation of the equipment listed above.

Town of Juno Beach Donation Receipt Form

Date: 4/25/2024

Donor's Name: Juno Beach Police Foundation

Donor's Address: 803 Donald Ross Rd, Juno Beach, FL 33408

Donor's Phone: 561-972-8660

Donation Amount: \$ 9,799.86

If land, goods, or services, describe land, goods or services donated:

(14) Tactical Rifle Ballistic Mini-Shields

Please check where appropriate:

This donation is unrestricted in its use.

This donation is restricted for the following purpose

To be issued to officers and sergeants

Please respect my privacy, I do not wish to be recognized for my contribution.

Person completing this form:

Signature of Donor: [Signature] for JBPF

Signature of Town Employee receiving donation: [Signature]

Note: Donation is tax deductible to the extent allowable by law. It is the responsibility of the donor to determine fair market value of this donation.

No goods or services were provided in exchange, in whole or in part, for the donation.

Approved By: _____
Town Manager

(One copy to Finance Department, one copy for Clerk, and one copy for donor)



GRANT REQUEST

Grant Number _____
(foundation use only)

Date: 03/18/2024

Amount Requested: \$9,799.86

Contact Name: Mark Saloio

Rank/Position: Police Major

Phone Number (561) 656-0332

e-mail: msaloio@junobeachpd.com

Name of Program/Equipment requesting funding for: (14) Tactical Rifle Ballistic Mini-Shields

Provide a brief description and the need for the program/equipment (use additional paper if needed):

We are seeking the purchase of 14 tactical rifle ballistic mini-shields to issue to all Officers and Sergeants. These lightweight ballistic shields will offer significant protection for Officers when confronted by any armed subjects, enhancing each officer's protection from potentially lethal injury.

Is this program/equipment funded in the current town budget? YES **NO**

What objectives will be accomplished if the funding is granted?

This will provide our Officers and Sergeants with a higher degree of ballistic protection and safety.

Please attach an itemized list for expenses or a quote from the equipment manufacturer on vendor's letterhead.

Please See Attached Images and Pricing

Name and Signature of Requestor: Major Mark G. Saloio

Signature of Chief of Police: Chief Brian J. Smith

-- ATTACH ADDITIONAL PAGES AS REQUIRED --



HOME BODY ARMOR

PLATE CARRIERS

HELMETS

SHOP BY LEVEL OF PROTECTION

- Level IIIA
- Level III
- Level III+
- Level IV
- ICW Armor

SHOP BY CATEGORY

- Tactical Vest
- Concealable Armor
- Complete Armor Kits
- Soft Armor Inserts
- Backpack Armor
- Bulletproof Pillow
- Ballistic Walls / Partitions / Whiteboards
- Ballistic Blankets

SHOP PLATE CARRIER OPTIONS

- PLATE CARRIERS
- PLATE CARRIER ATTACHMENTS
- RTS TACTICAL PATCHES

BALLISTIC SHIELDS IFAK TACTICAL GEAR CLEARANCE

TACTICAL GEAR

- Medical Kits
- Backpacks / Bags
- Riot Gear
- Gas Masks
- Gloves
- Metal Detectors
- Boots
- Tactical Apparel
- Headlamps
- Knee / Elbow Pads
- Eyewear



RTS Tactical Level III+ Rifle Special Threats Mini Shield

★★★★★ (126)

\$699.99

4 interest-free installments, or from \$63.18/mo with [shop Pay](#)
[Check your purchasing power](#)

Color: BLACK



Size: MEDIUM - 14" X 24"

SMALL - 12" X 18"

MEDIUM - 14" X 24"

LARGE - 16" X 30"

1

ADD TO CART



HOME BODY ARMOR

PLATE CARRIERS

HELMETS

SHOP BY LEVEL OF PROTECTION

- Level IIIA
- Level III
- Level III+
- Level IV
- ICW Armor

SHOP BY CATEGORY

- Tactical Vest
- Concealable Armor
- Complete Armor Kits
- Soft Armor Inserts
- Backpack Armor
- Bulletproof Pillow
- Ballistic Walls / Partitions / Whiteboards
- Ballistic Blankets

SHOP PLATE CARRIER OPTIONS

- PLATE CARRIERS
- PLATE CARRIER ATTACHMENTS
- RTS TACTICAL PATCHES

BALLISTIC SHIELDS IFAK TACTICAL GEAR CLEARANCE

TACTICAL GEAR

- Medical Kits
- Backpacks / Bags
- Riot Gear
- Gas Masks
- Gloves
- Metal Detectors
- Boots
- Tactical Apparel
- Headlamps
- Knee / Elbow Pads
- Eyewear



RTS Tactical Level III+ Rifle Special Threats Mini Shield

★★★★★ (126)

\$699.99

or 4 interest-free payments of \$175.00 with **four**

4 interest-free installments, or from \$63.18/mo with **shop** Pay [Check your purchasing power](#)

Color: **BLACK**



Size: **MEDIUM - 14" X 24"**

- SMALL - 12" X 18"
- MEDIUM - 14" X 24"**

- LARGE - 16" X 30"

Town of Juno Beach Donation Receipt Form

Date: 4/25/2024

Donor's Name: Juno Beach Police Foundation

Donor's Address: 803 Donald Ross Rd, Juno Beach FL 33408

Donor's Phone: 561-972-8660

Donation Amount: \$ 7,276.50

If land, goods, or services, describe land, goods or services donated:

(7) AED's (Automatic Debrillators)

Please check where appropriate:

- This donation is unrestricted in its use.
- This donation is restricted for the following purpose
For use in Police Department Vehicles as may be needed

Please respect my privacy, I do not wish to be recognized for my contribution.

Person completing this form:

Signature of Donor: [Signature] FOR JBPF

Signature of Town Employee receiving donation: [Signature]

Note: Donation is tax deductible to the extent allowable by law. It is the responsibility of the donor to determine fair market value of this donation.

No goods or services were provided in exchange, in whole or in part, for the donation.

Approved By: _____
Town Manager

(One copy to Finance Department, one copy for Clerk, and one copy for donor)



GRANT REQUEST

Grant Number _____
(foundation use only)

Date: 04/1/2024

Amount Requested: \$7,276.50

Contact Name: Mark Saloio

Rank/Position: Police Major

Phone Number (561) 656-0332

e-mail: msaloio@junobeachpd.com

Name of Program/Equipment requesting funding for: (7) AED's (Automatic Defibrillators)

Provide a brief description and the need for the program/equipment (use additional paper if needed):

We are seeking the purchase of (7) AED's to complete the equipping of all of our emergency response vehicles with these automatic defibrillators. The Police Foundation purchased our initial and subsequent defibrillator orders and enabled our agency to begin equipping our police vehicles with these life-saving devices.

Is this program/equipment funded in the current town budget? YES **NO**

What objectives will be accomplished if the funding is granted?

All emergency response vehicles will have assigned AED's.

Please attach an itemized list for expenses or a quote from the equipment manufacturer on vendor's letterhead.

Please See Attached.

Name and Signature of Requestor: Major Mark G. Saloio

Signature of Chief of Police: Chief Brian J. Smith

-- ATTACH ADDITIONAL PAGES AS REQUIRED --

Life Safety Solutions, Inc.

Quote

Life Safety Solutions, Inc.

3510 SW Corporate Pkwy, Palm City, Florida 34990

Date	Proposal No.
3/29/2024	5731
Rep	

Customer Information

Juno Beach Police Foundation
 803 Donald Ross
 Juno Beach, FL 33408

Ship To

Juno Beach Police Dept
 Tom Murphy
 340 Ocean Drive
 Juno Beach, FL 33408

Qty	Description	Rate	Total
7	HeartSine Samaritan PAD 350P Semi-Automatic Automated External Defibrillator (AED) with 8-Year Warranty..Includes:..1 Adult Pad-Pak (electrode pads/battery combo pack)..Semi-Rigid Carry Case..User Manual/DVD..FREE LSS - AED Inspect Tag....	1,485.00	10,395.00
	30% Equipment Discount	-30.00%	-3,118.50

Signature _____

Subtotal	\$7,276.50
Sales Tax (6.5%)	\$0.00
Total	\$7,276.50



Meeting Name: Town Council Meeting
Meeting Date: May 8, 2024
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Town Center Restroom Renovation Project

DISCUSSION:

The Juno Beach Town Council approved entering into an agreement with Usher & Associates to renovate the Town Center Restrooms. The Council requested that they be brought a selection of color options. The representatives from Usher & Associates are here to present these options as it pertains to the wall color (paint) and the color of the flooring.

The restroom renovation will include the following:

- New water efficiency toilets and urinal
- Removing the wall tile, repair the drywall and painting
- New commercial grade vinyl tile flooring and baseboards
- Replacement of the partitions
- Replace the sinks, faucets and countertops

RECOMMENDATION:

Staff recommends the Council consider the presentation from Usher & Associates and direct staff on how to proceed.



Meeting Name: Town Council Meeting
Meeting Date: April 24, 2024
Prepared By: D. Dyess, Town Manager
Item Title: Discussion - Establish paid parking and resident decal parking

DISCUSSION:

During the Council’s 2023 goal setting workshop the council asked to establish paid parking in certain areas and provide free parking for residents with decals.

Eligibility:

Are we able to convert to paid parking given the Juno beach Shore Protection Project beach renourishment and the FRDAP grants? Yes, while the parking spaces can be metered, they must remain open to the public to count towards the beach’s renourishment. As for the FRDAP grants:

“Reasonable differences in entrance fees for program projects may be maintained on the basis of residence. Such fees may only be charged if the grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the grantee in park maintenance costs clearly justifies a higher fee for nonresidents.”

The dune walk overs and Kagan park utilizes FRDAP grants. I believe we would be justified in metered parking/resident stickers due to the increased trash collection, equipment cleaning/maintenance and replacement costs based on the number of visitors versus residents that utilize the beaches and park. If we charge a fee for the resident stickers it would help with that cost offset.

Program:

Attached are ordinance examples of timed parking and metered parking. The timed parking format allows someone to park in a space for free for a certain length of time and then they receive a fine for remaining in the spot. It is setup as a district which means if the person moves their car to another spot in the district the time keeps running. Metered parking in today’s time is most often done by phone apps. The most popular in Palm Beach County is Park Mobile. Hardware parking meters are still available in both an area parking box or single space smart meter (one at each parking space), both of which may require infrastructure (power/data). With metered parking the person pays a fee to park starting at minute one for however long they are parked there. The attached ordinance is from the

Town of Palm Beach and the fee varies depending on what parking area and ranges from \$3.00 to \$7.00 an hour. Residents can purchase a parking sticker for \$50.00 that allows them to park for free. There is also an example ordinance attached on residential street parking passes.

Enforcement:

In addition to police officer enforcement, I would recommend we enact an ordinance that gives citizens on patrol with training the ability to enforce parking violations to include handicap parking.

Locations:

The original locations discussed for this item were Kagan Park, Town Center, Mercury Rd and Mars Way. Town Center is the most challenging of the locations. If you do not meter Town Center it will push people who don't want to pay to constantly look for parking in Town Center. If you do meter Town Center, then we need to provide parking for staff and we often have customers in/out or residents using the facility that may not have a parking sticker because they do not need one. We could establish a 30-minute free parking area for those in/out customers, parking stickers or plate exemption for staff and turn off the fees during activities like HOA and community meetings/events.

I know that Mars Way would prefer the resident parking only and no paid parking along that road. It is my understanding that those spots would not be able to be counted for any beach renourishment if parking was restricted at that level.

RECOMMENDATION:

Discuss the pros and cons of implementing a paid parking program.

Sec. 40-37. Parking violations and notices; penalties.

- (a) In order to regulate stopping, standing, or parking, in ways that do not offend the public convenience, safety and welfare, civil fines shall be levied in the amounts shown for the parking violations listed in the schedule of fines and costs in section 26-30.
- (b) Violations of such provisions may be cited on a Florida Uniform Traffic Citation or on a city uniform code and parking citation notice ("citation"). Each citation shall clearly describe and identify the location of violation, vehicle make, date and time of violation, vehicle license number, licensing state, and officer's or parking enforcement specialist's name or identification number. Instructions for payment of the fine and for the right to contest parking violation notice shall be clearly set forth on the notice.
- (c) In the event that a fine required in this article is not paid to the city within 30 days of its issuance to the violator, the amount of the fine shall automatically double in amount. This provision shall not apply to parking in a disabled (handicapped) parking space.
- (d) The city citation shall also include the instructions below, in substantially the same form:

You are required to pay a fine on or before 30 days from the issuance of this citation. Payment must be made by cash, money order, valid check payable to the "City of Stuart" or any other means authorized by the city manager. DO NOT MAIL CASH. Payment shall be received by mail or in person at either: the city police department or city hall, as provided on the uniform citation.

Fines not paid or contested within 30 days of issuance shall automatically double in amount. In lieu of paying the fine you may contest the citation and request to appear before the magistrate. If you wish to contest the citation, you must do so by contacting the code clerk (as provided in the notice) within 30 days of the issuance of this citation. If you fail to contest the citation within 30 days, or fail to appear at the hearing when contesting the citation, or if you fail to pay the fine, you shall be deemed to have waived your right to contest the citation, and a magistrate's order may be entered against you for an amount up to the maximum civil penalty established by ordinance, plus all reasonable costs.

IMPORTANT NOTICES

- A. Failure to pay three or more parking citations subjects the violator to the inability to renew a state vehicle registration or renew a state driver's license, without clearing the parking violations.
- B. Failure to pay parking citations, when due, subjects the violator to having the vehicle "booted" or disabled, as provided by law., which subjects the violator to additional fees and costs, as provided by resolution of the city commission.

(Code 1981, § 16-3; Code 1995, § 78-26; Ord. No. 1634, § 1, 3-30-1998; Ord. No. 1695-99, § 1, 12-6-1999; Ord. No. 1696-99, § 1, 12-6-1999; Ord. No. 1768-01, § 1, 3-26-2001; Ord. No. 1845-02, § 1, 4-8-2002; Ord. No. 2032, § 1, 5-16-2005; Ord. No. 2181-09, § 1(78-26), 5-11-2009; Ord. No. 2250-2012, § 5, 11-5-2012)

Sec. 40-38. Enforcement by parking enforcement specialist.

The city shall employ as a parking enforcement specialist an individual who successfully completes a training program for parking enforcement specialists established and approved by the state department of law enforcement, division of criminal justice standards and training commission. A parking enforcement specialist so employed is hereby authorized to enforce the parking ordinances of the city as set forth in this article.

(Code 1981, § 16-7; Code 1995, § 78-27)

Sec. 40-39. Liability for payment of parking violation notices and disabled violation notices; rebuttable presumption created.

- (a) The owner of a vehicle is liable for payment of any parking violation notice unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within a reasonable time after notification of the parking violation, to furnish to the city an affidavit setting forth the name, address, and driver's license number of the person who leased, rented, or otherwise had the care, custody, or control of the vehicle. The affidavit submitted pursuant to this subsection shall be admissible in a proceeding charging a parking violation and shall raise the rebuttable presumption that the person identified in the affidavit is responsible for payment of the parking violation notice. The owner of a vehicle is not responsible for a parking notice violation if the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle.
- (b) Any person issued a parking violation notice by a parking enforcement specialist shall be deemed to be charged with a noncriminal violation and shall comply with the directions on the notice. If payment is not received or a response to the notice is not made within the time period specified thereon, the city shall notify the registered owner of the vehicle which was cited, by mail to the address given on the motor vehicle registration, of the parking violation notice. Mailing of the notice to this address shall constitute notification. Upon notification, the registered owner shall comply with the city's directive.
- (c) Any person who fails to satisfy the city's directive shall be deemed to waive the right to pay the applicable civil penalty.
- (d) Any person who elects to appear before the city magistrate to present evidence shall be deemed to have waived his right to pay the civil penalty provisions of the ticket. The magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed \$100.00, or not to exceed \$250.00 for illegal parking in a handicapped (disabled) parking space, plus administrative costs. Any person who fails to pay the civil penalty within the time allowed by the magistrate shall be deemed to have been convicted of a parking ticket violation, and the city may take appropriate measures to enforce collection of the fine.

(Code 1981, § 16-8; Code 1995, § 78-28; Ord. No. 2181-09, § 2(78-28), 5-11-2009)

Sec. 40-40. Designation of on-street parking spaces and loading zones authorized.

The city manager shall designate and post all on-street parking spaces and loading zones in accordance with applicable law. The designation of any on-street parking space or loading zone by any persons other than authorized personnel of the city is hereby prohibited.

(Code 1981, § 16-9; Code 1995, § 78-29)

Sec. 40-41. Unpaid parking citations reported to department.

- (a) The police department, as the traffic violations bureau of the city, shall supply the state department of highway safety and motor vehicles with a magnetically encoded computer tape reel or cartridge which is machine readable by the installed computer system at the department listing the names of those persons who are the registered owners of motor vehicles to whom three or more parking violation citations or one or more handicapped parking space violation citations have been issued by the city. As used herein, the term "parking violation citation" means a parking violation of this article or of F.S. ch. 316.

- (b) No agency of the department shall issue a license plate or revalidation sticker to any person whose name appears on the list supplied to the department unless and until such person presents a receipt showing that such citations have been satisfied including all applicable late charges and the 15 percent additional charge described in subsection (c) of this section.
- (c) The total civil penalty for unpaid parking citations and for unpaid handicapped parking space violation citations shall increase by 15 percent when the name of a person is placed on the list supplied to the department as provided in subsection (a) of this section.

(Code 1981, § 16-11; Code 1995, § 78-30)

Sec. 40-42. Enforcement of three-hour parking, temporary suspension by city manager.

The city manager is authorized to temporarily suspend the enforcement of the three-hour parking regulation set forth in section 40-43 in any portion of the three-hour parking district in or near which exist exigent conditions which warrant temporary suspension. Exigent conditions include, but are not limited to, building repairs, building demolition, street or alley closings, changes in vehicular or pedestrian traffic, changes in building occupancy or use, and other circumstances which are not permanent in nature.

(Code 1981, § 16-10; Code 1995, § 78-31; Ord. No. 1696-99, § 2, 12-6-1999)

Sec. 40-43. Three-hour parking district—Created; prohibition; penalty.

- (a) There is hereby created the three-hour parking district in the downtown district of the city which shall consist of the following streets and segments of streets, and of all on-street and off-street parking spaces which are or may be hereafter designated thereon by the city:

Street	From	To
SW St Lucie Av.	SW Flagler Av.	St. Lucie River
SE Seminole St.	SW St Lucie Av.	SE Detroit Av.
SE Osceola St.	SW St Lucie Av.	SE Detroit Av.
SW Flagler Av.	SW St Lucie Av.	S. Colorado Av.
SW Flagler Av.	Parking lot circle at north end of Flagler Park (all marked spots)	
SE Ocean Bv.	S Colorado Av.	SE Detroit Av.
S Colorado Av.	SW Flagler Av.	St. Lucie River
SE Denver Av.	SE Ocean Bv.	SE Seminole St.
SE Detroit Av.	SE Ocean Bv.	St. Lucie River

- (b) Excluding Sundays but including Saturdays and legal holidays, it shall be unlawful to park a vehicle in any parking space in the three-hour parking district for longer than three continuous hours between the hours of 8:00 a.m. and 8:00 p.m. without completely removing the vehicle from all public parking spaces within the three-hour parking district for a period of not less than one hour. Upon the written recommendation of the police chief, and upon erection of proper signage, the city manager may extend or contract the three-hour parking hours earlier than 8:00 a.m. and later than 8:00 p.m. A violation of this section shall be deemed a violation of "three-hour parking only."
- (c) The three-hour parking district shall include the seven parking spaces located at the northern portion of Captain Adams Park.

(Code 1981, § 16-6; Code 1995, § 78-32; Ord. No. 1535, § 1, 9-8-1997; Ord. No. 1675, § 1, 5-24-1999; Ord. No. 1696-99, § 3, 12-6-1999; Ord. No. 1697-99, § 1, 12-6-1999; Ord. No. 1768-01, § 1, 3-26-2001; Ord. No. 1834-02, §

1, 2-25-2002; Ord. No. 1887-02, § 1, 9-23-2002; Ord. No. 2001, § 1, 8-23-2004; Ord. No. 2211-10, § 1, 10-25-2010; Ord. No. 2256-2013, § 1, 3-11-2013; Ord. No. 2393-2018, § 1, 11-13-2018; Ord. No. 2477-2021, § 1, 12-13-2021)

Sec. 40-44. Same—Exception for residents and hotel guests with permits.

- (a) A bona fide resident or overnight hotel guest within the three-hour parking district described in section 40-43 shall be permitted to park a vehicle owned by such resident or hotel guest for longer than three hours in the three-hour parking district, provided the vehicle so parked properly displays a revocable parking permit as provided in this section.
- (b) Upon proper application and payment of a fee, the city shall issue a revocable parking permit card or decal to an individual resident upon proper proof of residency, and display of a card or decal issued by the City shall be conspicuously displayed on the inside front window or dashboard of a vehicle owned by and registered to the resident so as to be easily legible from outside the vehicle, and as directed by order of the police chief. Permit cards shall be issued to hotel guests and permit decals shall be issued to residents, both as provided herein.
- (c) A vehicle properly displaying a revocable parking permit shall be considered exempt from the three-hour parking restrictions set forth in section 40-43, except that no person using such parking permit shall exceed the three-hour parking restrictions on SW Osceola Street or SW Flagler Avenue from SW Colorado Avenue to SW St. Lucie Avenue.
- (d) A revocable parking permit issued hereunder shall commence when issued, and shall expire upon the earlier of the expiration of the vehicle registration form or lease provided to the city as a proof of residency, or upon the actual termination of residency, or upon the termination of the hotel stay, and said permits shall be renewable upon proof of residency as provided in subsection (e) below, and payment of the required fee.
- (e) **Permanent Residents.** A residential applicant shall prove permanent residency by presenting to the city police department a valid Florida vehicle registration form for a vehicle personally owned by the applicant, or for an entity in which the applicant has a controlling interest (as demonstrated by appropriate verified documents), showing the address of residency within the three-hour parking district, and any one (1) of the following current and valid forms, verifying the same address:
 - (1) A voter registration card;
 - (2) A Florida driver's license;
 - (3) A utility bill;
 - (4) A deed to the property; or
 - (5) Any other indicia of residency deemed reliable by the police chief.
- (f) **Seasonal or temporary residents.** An applicant with a seasonal or temporary residence of six months or less within the three-hour parking district shall provide a current, valid state vehicle registration card, state driver's license, and a copy of their lease or deed.
- (g) **Transient guest facilities.** Upon payment of the established fee, hotel and other transient guest facility owners or managers ("hoteliers") located within the three-hour parking district shall be issued revocable parking permit cards in a number sufficient to provide a revocable parking permit to each overnight guest with a vehicle who is staying at the hotel, for which there exists no off-street parking space. The hotelier shall be responsible for providing overnight guests with needed revocable parking permits. Said revocable parking permit shall expire on the last day of the guest's stay, and each permit issued shall clearly be marked by the hotelier with the expiration date. Hoteliers shall be responsible for the security and safekeeping of revocable parking permits and they shall have an affirmative duty to report the theft or loss of any unused parking

permit forms to the city. In addition, and upon reasonable notice, the police chief or designee may audit the number of permits issued and the number of hotel guests.

- (h) Prior to issuing a revocable parking permit, the city may require proof that a resident does not have an off-street parking space for the vehicle for which the permit is being issued. This determination may require an inspection by the city of the resident's property.
- (i) Permits issued hereunder are a privilege not a right, and shall be revocable by the City Manager for any use which is not consistent with its issuance, or multiple violations of sections 40-43 and 40-44 of this Code.
- (j) A fee for parking permits in the three-hour parking district shall be established by resolution of the city commission from time to time.
- (k) Violation of subsection (c) of this section shall subject the violator to a fine of \$50.00 for each violation.

(Code 1981, § 16-6.1; Code 1995, § 78-33; Ord. No. 1696-99, § 4, 12-6-1999; Ord. No. 2328-2016, § 1, 8-22-2016)

PART II - CODE OF ORDINANCES
Chapter 118 - TRAFFIC AND VEHICLES
ARTICLE III. - PARKING, STOPPING AND STANDING
DIVISION 2. PARKING METERS

DIVISION 2. PARKING METERS

Sec. 118-121. Establishment of zones.

The town manager is authorized to establish and alter zones to be known as parking meter zones upon such streets of the town as are selected for the location of such zones, and in such parking meter zones the town manager shall cause parking meters to be installed and shall cause parking meter spaces to be designated.

(Code 1982, § 11-42)

Sec. 118-122. Manager to acquire and maintain.

The town manager or his or her designee is hereby directed to provide for the installation, regulation, control, operation and use of the parking meters provided for in this division and to maintain such meters in good workable condition after approval of the location of the parking meters by the town council and in accordance with the purchasing procedures of the town.

(Code 1982, § 11-43; Ord. No. 10-2011, § 10, 4-12-11)

Sec. 118-123. Placement and use; time indicators.

Parking meters and or parking space identification numbers installed in the parking meter zones established as provided in section 118-121 shall be placed upon the curb or sidewalk immediately adjacent to the curb within each parking meter zone. Each parking meter shall be placed or set in such manner as to show or display its signal that the parking space adjacent to such meter is or is not legally in use. Each parking meter installed, upon the deposit of U.S. currency or credit card therein and then putting into operation the meter, shall by signal indicate the legal parking for that period of time conforming to the limit or parking time that has been or may be established for that area or zone of the street upon which such parking meter is installed, and shall continue to operate from the time of the deposit of such coin therein until the expiration of the time fixed as the parking limit for the part of the street upon which such meter is placed, and thereafter shall be so arranged that upon such expiration of such legal parking time it will indicate that the lawful parking period has expired.

(Code 1982, § 11-44; Ord. No. 10-2011, § 11, 4-12-11)

Sec. 118-124. Markings to designate spaces.

The town manager is instructed to have lines and/or numbers and/or markings painted or placed upon the curb and/or upon the street adjacent to each parking space for the purpose of designating the parking space for which the meter is to be used, and each vehicle parked alongside of or next to any parking meter or parking space marking shall park within the lines or markings so established. It shall be unlawful and a violation of this Code to park any vehicle across any such line or marking or to park such vehicle in such position that the same shall not be entirely within the area so designated by such lines or markings.

(Code 1982, § 11-45; Ord. No. 10-2011, § 12, 4-12-11)

Sec. 118-125. Reserved.

Editor's note(s)—Ord. No. 10-2011, § 13, adopted April 12, 2011, repealed the former section 118-125 in its entirety, which pertained to the position of vehicle in relation to meter, and derived from the Code of 1982, § 11-46.

Sec. 118-126. Duty to operate meter.

When any vehicle shall be parked in any space within a parking meter zone established in accordance with the provisions of this division, the operator of the vehicle shall upon entering the parking space immediately deposit U.S. currency or credit card in such parking meter and shall put the meter in operation according to directions; and failure to deposit payment and to put the meter in operation shall constitute a breach of this article and shall subject each person to the penalty prescribed in section 118-133. The parking space may then be lawfully occupied by such vehicle during the period of parking time prescribed for the part of the street in which the parking space is located. If such vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such parking space, the parking meter shall by its sign show illegal parking; and such vehicle shall be considered as parked overtime and beyond the period of legal parking time. The parking of a vehicle overtime or beyond the period of legal parking time shall be a violation of this division and punished as hereinafter set out.

(Code 1982, § 11-47; Ord. No. 10-2011, § 14, 4-12-11)

Sec. 118-127. Expired meter.

- (a) *Prohibited.* It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in the name of such person to be parked overtime or beyond the period of legal time established for any parking meter zone or for any parking area for which the length of time of parking is regulated.
- (b) *Penalty.* The civil penalty for parking overtime in violation of subsection (a) shall be as set forth in section 118-92, as may be amended from time to time. Failure to pay such penalty within the time provided in section 118-133 shall result in an additional delinquency penalty to the violator in the amount established or amended by resolution of the town council. Failure to pay the full penalty within 14 days of notice of such obligation may result in a summons being issued ordering and directing the violator to appear in county court, or civil proceedings may be commenced to effectuate collection. The violator shall be responsible for all costs incurred by the town to enforce the provisions of this section.

(Code 1982, §§ 11-48, 11-49; Ord. No. 18-00, § 3, 8-8-00; Ord. No. 11-04, § 1, 7-13-04; Ord. No. 14-07, § 3, 8-14-07; Ord. No. 10-2011, § 15, 4-12-11; Ord. No. 18-2018, § 2, 10-9-18)

Sec. 118-128. Service charge for nonpayment of parking violation penalties.

- (a) Failure to pay penalties and delinquency assessments for violations of section 118-127 and in accordance with section 118-133, within 60 days of issuance of the parking violation shall result in a service charge to the violator per citation in addition to the cost of the violation and delinquent penalty. The service charge to the violator shall be established by resolution of the town council and may be amended from time to time by resolution of the town council.
- (b) Failure to pay penalties and delinquency assessments for violations of section 118-127 and in accordance with section 118-133, within 90 days of issuance of the parking violation shall result in an additional service charge to the violator per citation in addition to the cost of the violation, the original delinquent penalty and service charge. The additional service charge to the violator shall be established by resolution of the town council and may be amended from time to time by resolution of the town council.

- (c) Failure to pay penalties and delinquency assessments for violations of section 118-127 and in accordance with section 118-133, within 120 days of issuance of the parking violation shall result in an additional service charge to the violator per citation in addition to the cost of the violation, the original delinquent penalty and service charge. The additional service charge to the violator shall be established by resolution of the town council and may be amended from time to time by resolution of the town council.

(Code 1982, § 11-49.1; Ord. No. 18-00, § 4, 8-8-00; Ord. No. 10-2011, § 16, 4-12-11; Ord. No. 18-2018, § 2, 10-9-18)

Sec. 118-129. Allowing vehicle to remain overtime in metered space.

It shall be unlawful and a violation of the provisions of this division for any person to permit a vehicle to be or remain in any parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space.

(Code 1982, § 11-50)

Sec. 118-130. Reserved.

Editor's note(s)—Ord. No. 10-2011, § 17, adopted April 12, 2011, repealed the former section 118-130 in its entirety, which pertained to slugs or substitutes for United States coins prohibited, and derived from the Code of 1982, § 11-51.

Sec. 118-131. Injuring, tampering with.

It shall be unlawful for any person to deface, injure, tamper with, open, or willfully break, destroy or impair the usefulness of any parking meter or parking space marking installed under the provisions of this division.

(Code 1982, § 11-52; Ord. No. 10-2011, § 18, 4-12-11)

Sec. 118-132. Metered parking fees.

Hourly fees for parking in metered spaces may be established by the town and collected from users of metered parking locations within the corporate limits of the town, as recommended by the town manager and approved by town council resolution.

(Code 1982, § 11-52.1; Ord. No. 10-2011, § 19, 4-12-11)

Sec. 118-133. Violations, penalty.

- (a) It shall be the duty of police officers and parking enforcement personnel of the town, acting in accordance with instructions issued by the chief of police, to report:
- (1) The number of each parking meter that indicates that the vehicle occupying the parking space is or has been parked in violation of any of the provisions of this division.
 - (2) The state license plate number of such vehicle.
 - (3) The length of time during which such vehicle is known to have been parked in violation of any of the provisions of this division.

(Supp. No. 27)

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-
- (4) Any other facts or knowledge which is necessary to provide a thorough understanding of the circumstances pertaining to such violation.
- (b) Each such police officer or parking enforcement officer shall also attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of the provision of this division and instructing such owner to report to the finance department of the town in regard to such violations.
- (c) Each such owner shall, within 14 calendar days of the time when such notice was attached to such vehicle, pay to the finance department as a penalty for and in full satisfaction of such violation an amount as specified by the town council. The failure of such owner to make such payment to the finance department within 14 calendar days shall render such owner subject to the penalties provided in section 1-14."

(Code 1982, § 11-53; Ord. No. 10-2011, § 20, 4-12-11; Ord. No. 18-2018 , § 2, 10-9-18)

Sec. 118-134. Disposition of revenue.

The U.S. currency or credit card charges required to be deposited in parking meters as provided in this division are levied and assessed as fees to provide for the proper regulation and control of traffic upon the public streets, and to cover the cost of the supervision, inspection, installation, operation, maintenance, control and use of the parking spaces and parking meters described in this division and also the cost of supervising and regulating the parking of vehicles in the parking meter zones created by this division.

(Code 1982, § 11-52; Ord. No. 10-2011, § 21, 4-12-11)

PART II - CODE OF ORDINANCES
 Chapter 134 - ZONING
 ARTICLE X. - ON-STREET PARKING PERMITS
 DIVISION 2. RESIDENTIAL DISTRICTS

DIVISION 2. RESIDENTIAL DISTRICTS

Sec. 134-2291. Findings.

For the purpose of this division, the town council finds and declares as follows:

- (1) It is in the best interests of the residents of the town to reduce vehicular congestion on residential streets and to facilitate the efficient movement of traffic by providing for residential parking preference during certain hours of the day within certain areas meeting the criteria set forth in this article;
- (2) Residential permit parking regulation is necessary to promote the health, safety and welfare of the residents of the town by providing adequate parking spaces adjacent to or close by their places of residence for temporary use;
- (3) It is in the public interest to:
 - a. Reduce hazardous traffic conditions resulting from the use of streets located within congested residential areas for the parking of vehicles by persons using such residential areas to gain access to other places;
 - b. Protect those areas from excessive noise;
 - c. Protect the residents of those areas from unreasonable burdens in gaining access to their residences;
 - d. Preserve the character of those areas as residential districts;
 - e. Promote efficiency in the maintenance of these streets in a clean and safe condition;
 - f. Preserve the value of the property in those areas;
 - g. Preserve the safety of children and other pedestrians; and
 - h. Promote traffic safety, clean air and the comfort, health, convenience and welfare of the inhabitants of the town.
 - i. Ensure that residential permit parking regulation provides temporary and infrequent use of on-street parking spaces so that adequate parking availability is maintained for all participating residents.

(Ord. No. 2-74, § 6.64(1), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 004-2023, § 1(Att. A), 3-14-23)

Sec. 134-2292. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abuse means the usage of permits (both residential and visitor/service) in a manner inconsistent with the declarations of section 134-2291 to include usage that avoids primary parking on private property, when available,

on a regular basis and instead utilizes on-street permit parking. Abuse shall also include the excessive and continual usage of multiple permits.

Commuter vehicle means a motor vehicle parked in a residential area by a person who is not a resident of the designated residential area.

Controlled parking residential area means a contiguous or nearly contiguous area containing streets or parts thereof primarily abutted by property that has a specific residential zone designation on the official zoning map of the town and that is designated for restricted residential parking by the town manager or his designee, pursuant to criteria and procedures established in this division.

Calendar year means the period beginning January 1 and ending December 31 of the same year.

Resident means a person who owns or leases real property within a residential area and who maintains either a voting residence or bona fide occupancy or both at that address.

Residential parking permit means a special permit issued under this division for the privilege of parking on a street designated as a controlled parking residential area.

(Ord. No. 2-74, § 6.64(2), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 001-2022, § 1, 3-8-22; Ord. No. 004-2023, § 1(Att. A), 3-14-23)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 134-2293. Reserved.

Editor's note(s)—Ord. No. 2-2014, § 1, adopted May 14, 2014, repealed § 134-2293, which pertained to designation of controlled parking residential areas, and derived from Ord. No. 2-74, § 6.64(3), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94.

Sec. 134-2294. Eligibility and criteria for establishing controlled parking residential areas.

- (a) A residentially zoned area shall be deemed eligible for designation as a controlled parking residential area for residential permit parking if parking therein is impacted by commuter vehicles between 8:00 a.m. and 5:30 p.m. of any day.
- (b) The following objective criteria are established to be used in evaluating the need for restricted parking in a residentially zoned area in accordance with this division. For an area, however big or small, to be eligible for residential permit parking, that area must meet the following criteria:
 - (1) During any period between the hours of 8:00 a.m. and 5:30 p.m., the number of vehicles parked or standing, legally or illegally, on the streets in the area is equal to 50 percent or more of the legal on-street parking capacity of the area. For purposes of this criterion, a legal parking space shall be 20 linear feet measured parallel to the curb or pavement edge.
 - (2) During the same period as in subsection (b)(1) of this section, 25 percent or more of the vehicles parking or standing on the streets in the area are not registered in the name of a person residing in the area. For purposes of this criterion, the latest available information from the state department of motor vehicles regarding registration of motor vehicles shall be used.
 - (3) In determining whether an area identified as impacted and eligible for residential permit parking shall be designated as a controlled parking residential area, the following factors shall be considered:
 - a. The local needs with respect to clean air and environment in residential areas.
 - b. The possibility of a reduction in total vehicle miles driven in the town.

- c. The likelihood of alleviating traffic congestion, illegal parking and related health and safety hazards.
- d. The proximity of public transportation to the residential area.
- e. The desire and need of the residents for residential permit parking.
- f. The need for parking regulation to maintain the residential character of neighborhoods.

(Ord. No. 2-74, § 6.64(4), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94)

Sec. 134-2295. Procedure for determining controlled parking residential areas.

- (a) In order to determine whether a particular area should be designated as a controlled parking residential area, the town council can request or the town manager may conduct, upon his own initiative or upon a petition of a majority of the households on a proposed residential block addressed to the town manager, a study to determine if the proposed area meets the criteria set forth in section 134-2294. Following the study, the town manager shall determine whether to designate the proposed area under consideration as a controlled parking residential area or to remove the designation of a previously established controlled parking residential area. The town council may also request the town manager to designate an area as a controlled parking residential area based upon a study previously conducted, if the criteria set forth in section 134-2294 are met.
- (b) When the town manager finds the criteria to designate have been met in a controlled parking residential area, he shall cause the regulation to be recorded upon an appropriate map of the town and retained permanently in the office of the town clerk. The town clerk shall also keep an updated residential area parking map, or reasonable facsimile thereof, in an appropriate location on the town's website. In addition, the town manager shall cause parking signs to be erected upon public streets in the area, indicating the times, locations and conditions upon which parking shall be by permit only. When an area has been approved, designated and posted as a controlled parking residential area, it shall be unlawful and a violation of this division to park a commuter vehicle in an area restricted to residential permit parking only without having a valid residential parking permit affixed on the left rear bumper of the vehicle, or in the case of a residential visitor parking permit, appropriately displayed within the vehicle.

(Ord. No. 2-74, § 6.64(5), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 2-2014, § 2, 5-14-14)

Sec. 134-2296. Issuance of special parking permits upon application.

- (a) Following the official designation of a controlled parking residential area, the finance department shall issue appropriate residential parking permits. Upon application a permit shall be issued only to the owner or operator of a motor vehicle who resides in the controlled parking residential area in which he resides.
- (b) The application for a permit shall contain the name of such owner or operator of the motor vehicle; residential address; and the motor vehicle's make, model and registration number. The motor vehicle's registration may, at the discretion of the finance department, be required to be presented at the time of making the application in order to verify the contents thereof. If the vehicle is registered at an address other than the local residence, the applicant shall provide other sufficient proof, acceptable to the finance department, showing residency within the controlled residential parking area. The permit shall be valid for a calendar year, as defined in section 134-2292, and shall be renewed for each successive calendar year. A fee, as determined by resolution of the town council shall be charged for the annual permit and shall be payable at the finance department. After the initial permit has been issued, any renewal shall be affixed to the vehicle no later than January 15 of the applicable current year.

- (c) *Visitor/service permits.* In addition to the decals issued pursuant to section 134-2295(b) above, upon application by owner, owner may be issued visitor/service permits, which permits may be used by such owner for the sole purpose of providing parking on a temporary basis to service vehicles which are conducting work at such owner's premises or for visitors of such owner's residence. The permits shall be used only for the period of time during which business is to be conducted by the service vehicles or for the duration of stay of a visitor to the residence for which the permit is issued. Visitor/service permits are intended for infrequent and temporary use and may not be utilized in a manner that constitutes abuse. No more than a total of eight permits, including decals and visitor/service permits, shall be issued for each property.

The application for a visitor/service permit or permits shall be filed by such owner. The permit or permits shall be valid for a calendar year as defined in section 134-2292 and may be renewed each successive calendar year. A fee, as determined by resolution of the town council shall be charged for each visitor/service permit and shall be payable at the finance department. These permits shall not be affixed to the vehicle, but shall be placed in a clearly visible place on the inside of the visitor's or service vehicle observable through the front windshield of the vehicle. The permits shall be valid only for the period of time during which the service vehicle is conducting work at the premises or for the period of time a visitor is at the premises.

- (d) *Temporary group permits.* A temporary group permit may be issued on application of any resident of the district for only one day and for no more than four hours on that day upon a showing by the applicant that during the hours for which the permits are to be issued his or her residence will be used for an assemblage of persons in a way consistent with its residential character and other provisions of law and that such visitors would not be able to park their vehicles without violating the law. However such permits for such an assemblage of persons shall only be issued upon a finding of the facts stated in this section and a further finding that the issuance of such permits will not impair public safety during the time of their validity, and in this connection such permits may be limited as to the streets or portions of streets on which they shall be valid. Finally, the number of such permits issued shall not at any time exceed 50 percent of the number of spaces available in the area in which they are valid.

The application for a temporary group permit shall be filed by the resident seeking the permit. A fee as determined by resolution of the town council shall be charged for each temporary group permit. The permits shall not be affixed to the vehicle, but shall be placed in a clearly visible place on the inside of the visitor's vehicle observable through the front windshield of the vehicle.

(Ord. No. 2-74, § 6.64(6), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 9-08, § 1, 5-12-08; Ord. No. 26-10, § 29, 12-15-10; Ord. No. 1-2014, § 1, 5-14-14; Ord. No. 13-2019, § 1, 4-9-19; Ord. No. 40-2019, § 1, 1-14-20; Ord. No. 001-2022, § 1, 3-8-22; Ord. No. 004-2023, § 1(Att. A), 3-14-23)

Sec. 134-2297. Privileges and restrictions.

- (a) The holder of a residential parking permit shall be permitted to stand or park a motor vehicle displaying the permit and operated by him in any designated residential controlled parking area during such times and places as the parking of motor vehicles therein is permitted. While a vehicle for which a residential parking permit has been issued is so parked, such permit shall be permanently affixed on the left rear bumper of the vehicle. A residential parking permit shall not guarantee or reserve to the holder of the permit a parking space within a designated controlled parking residential area.
- (b) A residential parking permit shall not authorize the holder thereof to stand or park a motor vehicle in such places or during such times as the stopping, standing or parking a motor vehicle is prohibited or set aside for specified types of vehicles, nor shall it exempt the holder from the observance of any traffic regulation within the controlled parking residential area.

- (c) No person other than the permittee named thereon shall use the residential parking permit or display it on a vehicle operated or parked, and any such use or display by a person other than the permittee shall constitute a violation of this division by the permittee and by the person who so uses or displays such parking permit.
- (d) Any permit issued hereunder is nontransferable to another person or another vehicle.
- (Ord. No. 2-74, § 6.64(7), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94)

Sec. 134-2298. Unlawful acts.

Under this division, it shall be unlawful for any person to:

- (1) Represent that he is entitled to a permit under this division when he is not so entitled;
- (2) To furnish any false information in an application to the finance department to obtain a residential parking permit;
- (3) Fail to surrender a permit to which he is no longer entitled; or
- (4) Park a vehicle displaying such a permit at any time when the holder of such permit is not entitled to hold it.
- (5) Park a vehicle without a properly displayed and valid residential parking permit issued pursuant to this division.
- (6) Park a vehicle displaying a counterfeit residential parking permit.
- (7) Modify or alter in any way a current or previously issued residential parking permit.
- (8) Give to another person or sale to another person a residential parking permit. Temporarily providing a visitor permit to a person legally entitled to use such under this division shall not be construed as being unlawful.
- (9) Provide a residential parking permit to any person or vehicle not legally entitled to possess or display such permit.
- (10) Utilize residential parking permits or visitor/service permits in a manner that constitutes abuse.

(Ord. No. 2-74, § 6.64(7)d, 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 9-08, § 2, 5-12-08; Ord. No. 3-2014, § 1, 5-14-14; Ord. No. 004-2023, § 1(Att. A), 3-14-23)

Editor's note(s)—Ord. No. 3-2014, § 1, adopted May 14, 2014, changed the title of § 134-2298 from "False representation" to "Unlawful acts."

Sec. 134-2299. Revocation.

The finance department is authorized to revoke the residential parking permit of any permittee found to be in violation of this division and, upon written notification thereof, the permittee shall surrender such permit to the finance department. Failure, when so requested, to surrender a residential parking permit so revoked shall constitute a violation of this division.

(Ord. No. 2-74, § 6.64(7)e, 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 9-08, § 3, 5-12-08)

Sec. 134-2300. Reserved.

Editor's note(s)—Ord. No. 9-08, § 4, adopted May 12, 2008, repealed § 134-2300 in its entirety, which pertained to temporary visitor permits, and derived from Ord. No. 2-74, § 6.64(7)g, adopted March 26, 1974; Ord. No. 1-88, § 3, adopted February 8, 1988, and Ord. No. 1-94, § 4(e), adopted February 7, 1994.

Sec. 134-2301. Penalties.

Any person illegally parked pursuant to this division shall be fined in the manner provided for illegal parking and his/her vehicle may be towed and stored at his/her expense.

(Ord. No. 2-74, § 6.64(8), 3-26-74; Ord. No. 1-88, § 3, 2-8-88; Ord. No. 1-94, § 4(e), 2-7-94; Ord. No. 3-2014, § 2, 5-14-14)

Sec. 134-2302. Revocation of decal/permit.

- (a) The chief of police or his/her designee is authorized to revoke the residential parking area decal/permits of any decal/permit holder based upon evidence that the decal/permit holder has violated the provisions of this article. The holder shall be served notice by certified mail or hand delivery of the proposed revocation and, upon request, shall have an opportunity to present to the town council evidence as to why the decal/permit should not be revoked. The decal/permit holder must request such a hearing in writing and pay an appeal fee set by resolution of the town council within ten days after the notice of proposed revocation is delivered or mailed. If the town council finds in favor of the decal/permit holder, the appeal fee shall be refunded. The holder of revoked decal/permits must return the decal/permits to the town manager or his/her designee and shall not be allowed to reapply for another decal/permit for one year from the date of revocation.
- (b) Revocation under subsection (a) is in addition to any other available remedy provided by this Code for violations of this article.

(Ord. No. 3-2014, § 3, 5-14-14; Ord. No. 004-2023 , § 1(Att. A), 3-14-23)

Secs. 134-2303—134-2325. Reserved.



Meeting Name: Town Council Meeting
Meeting Date: May 8, 2024
Prepared By: D. Dyess, Town Manager
Item Title: Kagan Park Playground Design Selection

DISCUSSION:

At the January 24th council meeting staff was instructed to conduct a citizen survey using the Polco survey product to obtain public input on the four designs.

The survey was conducted and concluded on March 15th. Attached to this item are the documents from the January meeting along with the comments from the survey. Manager Dyess will present the survey results and recommendation.

Links to website with 360-degree view that match the option number of site plan:

Option 1: IDS Sawtooth Boulder: [World-class climbing boulders for parks and playgrounds \(idsculpture.com\)](https://www.idsculpture.com)

Option 2: Single Tower Yellowstone with Roof- [Yellowstone with Roof - PCE211132 - KOMPAN United States](#)

Option 3: Mano-War: [Man-O-War with Stairs - PCM113331 - KOMPAN United States](#)

Option 4: Triple Tower with Wackle Bridge: [Triple Tower Wackle - PCM310631 - KOMPAN United States](#)

RECOMMENDATION:

Motion to move forward with Option 4 removing recommended accessory pieces and adding 2 to 4 year old pieces not to exceed established \$225,000 budget.

Kagan Park Playground Survey 148 Responders / 72 Verified



WELCOME TO
KAGAN PARK
TOWN OF JUNO BEACH

Financial Assistance provided by the
Florida Department of Environmental Protection
Through the Florida Recreation Development Assistance Program

For information on park use
call the Town of Juno Beach at 626-1122

Four options were presented on the survey that showed site plan, renderings and a link to a 360-degree view.



Design Option Reminder

Option 1
IDS Sculpture
\$200,756.15

All Responders	Verified Responders
2%	1%



Design Option Reminder



Option 2
Single Tower
\$166,392.15

All Responders	Verified Responders
18%	19%



Design Option Reminder



Option 3
Ship

\$243,462.32

All Responders	Verified Responders
47%	42%



Design Option Reminder

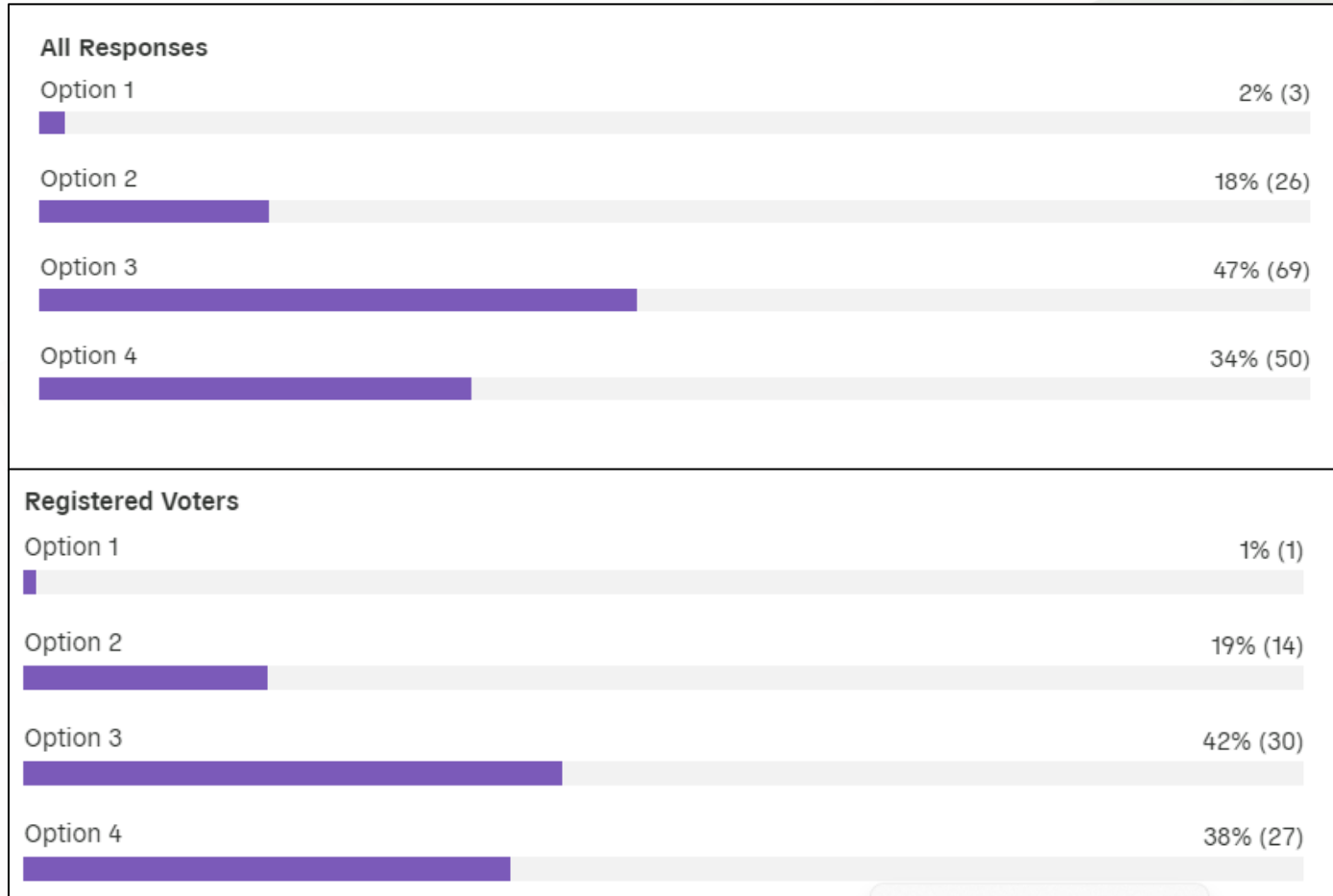
Option 4
Triple Tower
\$204,170.55

All Responders	Verified Responders
34%	38%



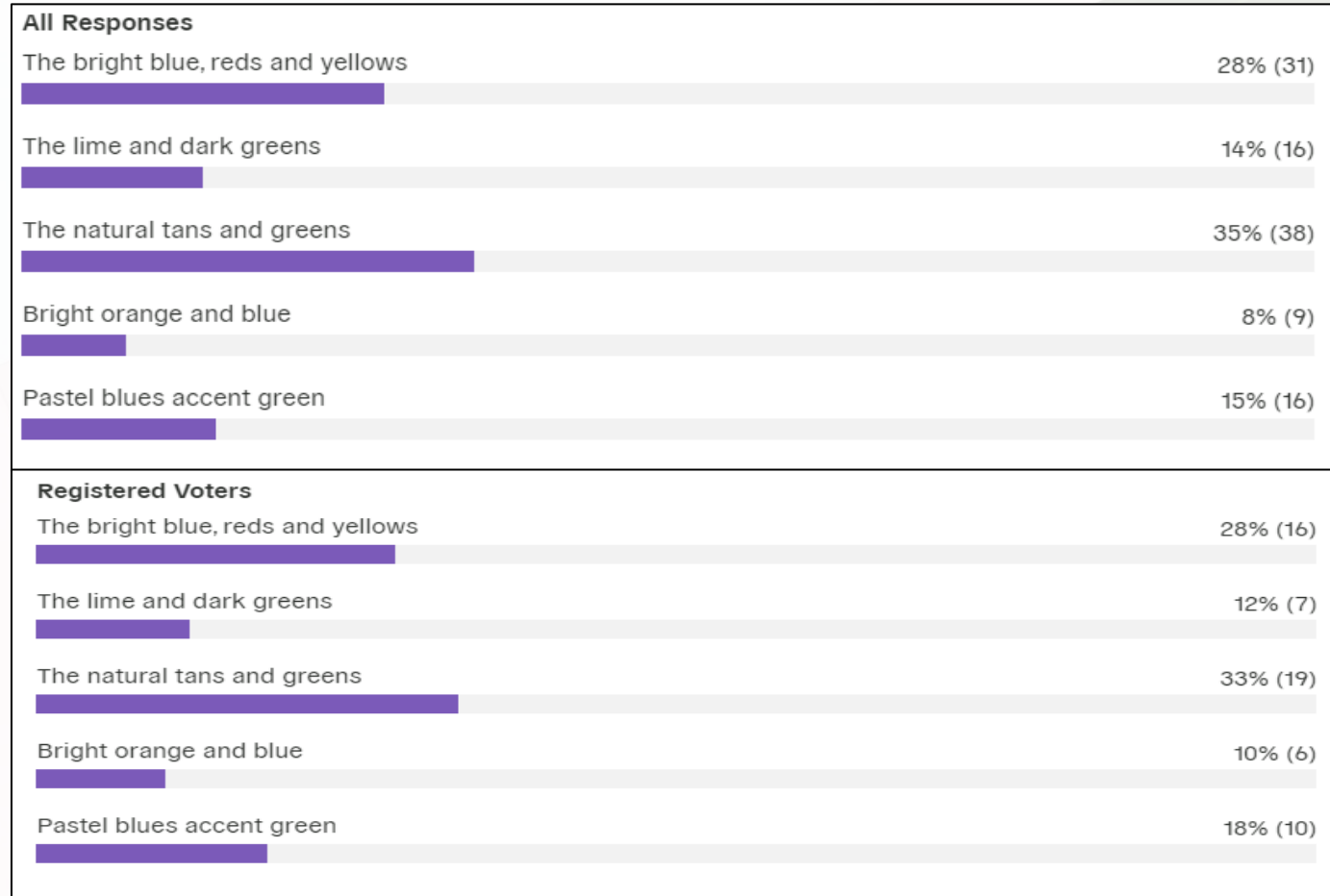
Primary Piece Results

Options 3 and 4 received the most votes. Only 3 votes separate the verified responder's selection with many commenting on having a ship playground at Loggerhead.



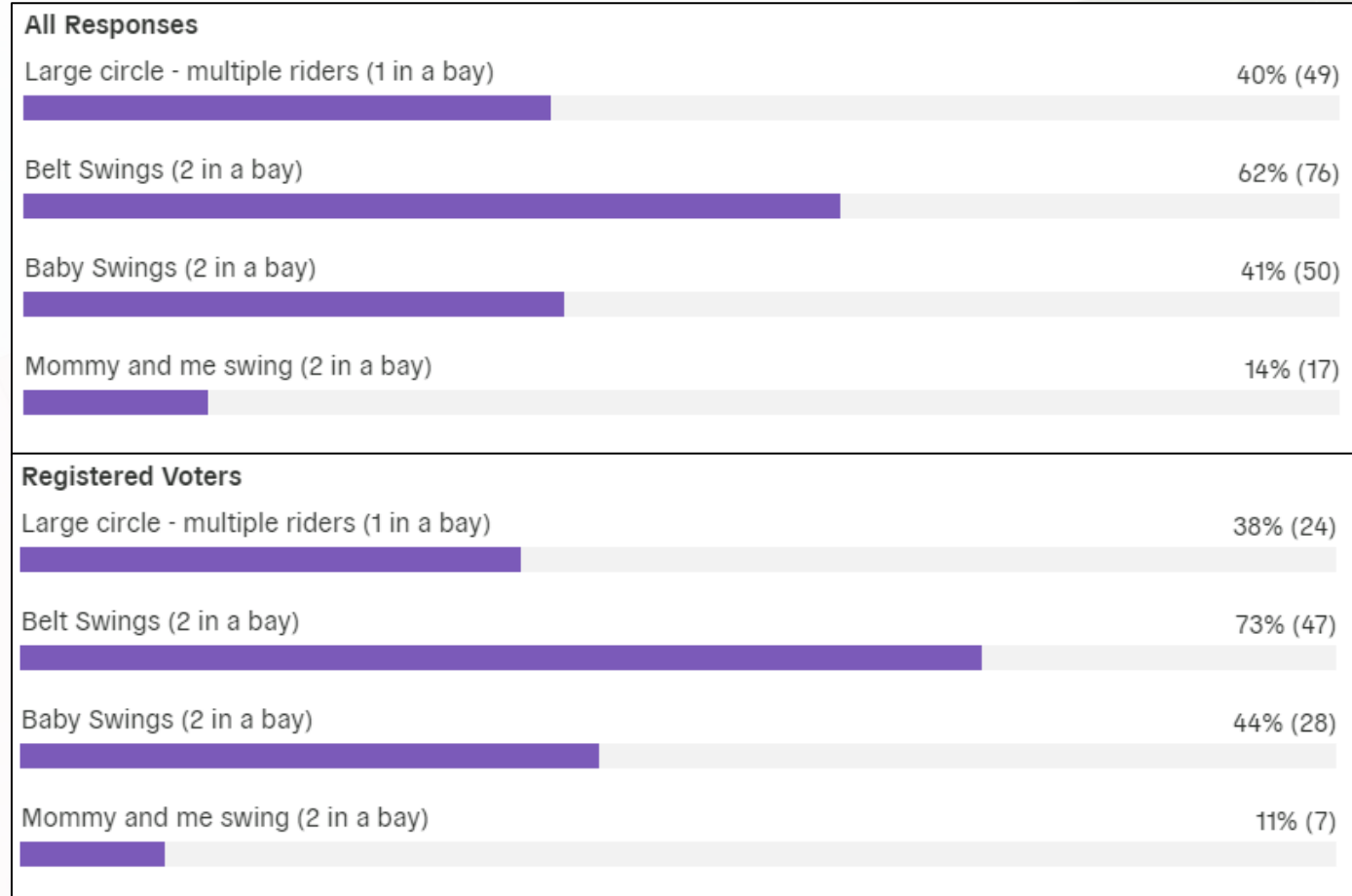
Primary Color Results

The natural tans and greens are the color options desired by both verified and non-verified responders.



Primary Swing Type Results

The two swing types most desired are belts swings (2 per bay) and baby swings (2 per bay), which is the current configuration at the playground now.



Recommendation

Given the budgeted dollar figure for this project, other boat playgrounds nearby, and the close voting result between Option 3 and 4, I recommend selecting Option 4 for the primary playground piece in tan and green with 2 belt swings and 2 baby swings.

I would remove the spring type accessory pieces (Spica and Seesaw) and replace them with 2 to 4 year-old play items but leave the Supernova.

Triple Tower - \$68,080

Triple Tower W/accessories and swings - \$105,066

Installation W/Turf - \$99,105.35

If Spica and Seesaw are removed \$7,580 is available for 2 to 4 year old items

Option 4 – Tan & Green



Option 4 - Tan & Green



Option 4 – Tan & Green

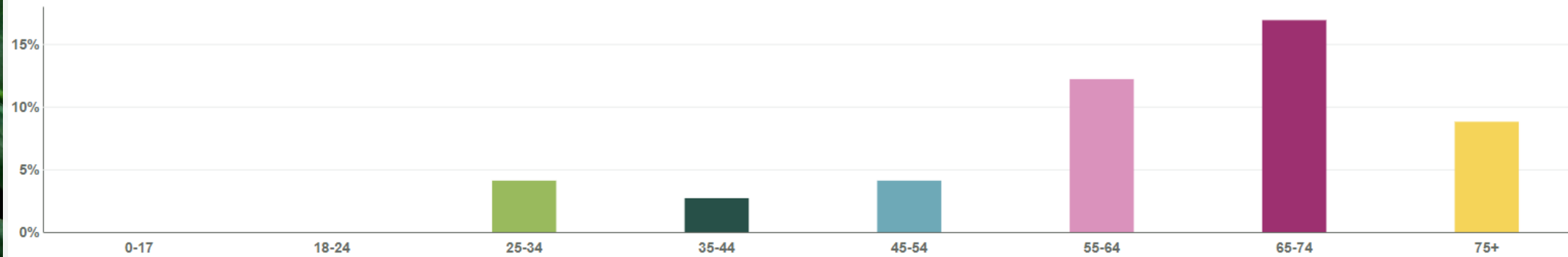


Thank you

Demographics

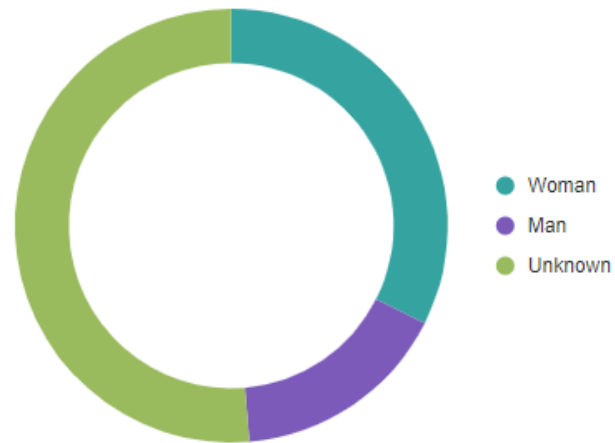
Age as reported by voter registration records ▾ ⓘ

51.4% unknown



Gender as reported by voter registration records ▾ ⓘ

51.4% unknown



filtered_comment - Poll 1 Verified Comments

There is a ship design at the playground area behind the Juno Beach Marine life center. Why duplicate. 4 offers a two different slides to accommodate both young and older children , climbing and creative play as well as at least 2 swings both infant/toddler and belt for older children .

Option #4 offers choices for all ages without duplicating the existing ship in town. The pricing allows for extra funding to be used elsewhere in Juno Beach.

Option 4 Though we should really have 2 smaller designs- one addressing the 2-5 age group and another with 5-12. Also, and/or small carousal of some sorts and or spring animal ride which are all on the manufactures web site or a covered sandbox . In the 15+ years I have observed parents with mostly children under the age of 5 playing and the 4 options you all picked for us to choose from are for children 5-12 years old. I also agree the pirate ship is everywhere. Not only is at the turtle center there is another at inlet maybe a small interactive playhouse where any age could enjoy and be in the shade. There is so much we can do with \$250,000 and in my opinion we have barely scratched the surface. Of course we will never use it so consider this a big gift to all the grandkids and kids of Juno Beach. Keep it simple, fun and mostly safe for all to enjoy.

You are making this way too complicated. Projects should not take so long to complete. Other towns do not drag out simple projects this long. Councils set policy, and do not normally involve themselves with the minutia of town government routine decisions. If the Town Manager and staff cannot execute a simple task like this the Council needs to replace them with people that can.

Option 2 is the only one that is recommended for age 2-12 (rather than 5-12). I see a lot of little kids using our playground.

No cheesy plastic playground please? Please consider and open gym for all ages. Thank you. Sincerely,

Option 4 looks classier. Also would like to comment that parking in the park needs to be for the park or at least have limits. Too many people are leaving their cars for many hours while they are at the beach. With this new equipment there will be more folks wanting to use the park, please enforce.

Suggest colors that match the aesthetics of Juno Toddlers love a sandbox ! Small swinging gymnastics equipment for larger children. If i were conducting the survey my target would be parents with different aged children for best practice. Better match for what a child will use

1. This project is overspending on a nice-to-have feature of our community. \$250K budget is WAY TOO MUCH.
2. Keep the playground safe, nice and simple, and easy to maintain in our harsh coastal environment.
3. Don't spend our precious tax dollars on a "showpiece" that only a small percentage of citizens will use.
4. Instead, keep Juno's taxes low, or invest in Police resources to keep our town safe.

filtered_comment Poll 1 - Unverified

Perfect-for all!!

These are all awful . Looks like Disney land with all plastic materials and overly colored. What an embarrassment for Juno Beach. No citizen input at all and terrible options.

Nice renderings! The ship (Option 3) would be perfect for the playground adding a unique feature to a unique town! What a beautiful amenity for this community.

If I were selling tickets I would pick 3. 4 gives you plenty to spark a child's imagination without focusing on one central park attraction.

Wow Kompan in Juno Beach , what a great choice by council. Option three is great, the kids would love the imagination play with a pirate ship.

What a beautiful design for a playground! Kompan seems to really have great quality and design concepts for kids. I am happy to see that the council selected this company and its design for our beautiful town and our kids.

Option 4 is a pirate ship which kids love however we have one on ocean drive 1 mile down the road at the turtle hospital. So perhaps a different one at Kagan park would be better for variety

Excited that the council has selected kompan for these concepts, designs, and equipment. Can't wait for my kids to play here

The Kompan equipment is really cool! Love that in the designs!

Option 4 offers more strengthening/climbing components, a balance bridge, etc. As others have pointed out, there is a another playground ship close by, plus this design does not provide the various options for strengthening. In addition, it's closed off, so parents can't see what is going on behind the ship panels.

Spending \$225,000 on a playground is a huge waste of taxpayer dollars and typifies how out of touch the council members and mayor is with public funds.

I find all your options terrible. First of all not enough swings and only swings for very young children! What about a 5 year old that wants to swing and not on that big monstrosity circle thing. We have a pirate ship, we don't need two. Every choice is ugly and does not reflect the beauty that is Juno Beach. Why didn't you have citizens weigh in on different playground companies. It looks cheap and plastic! Too bad!

Option 1 is a lawsuit waiting to happen. We don't need out-of-towners coming to our fancy shmancy playground. Keep it simple. We have enough non-locals using our lake and beach and parking lots.

Don't duplicate ship already at Loggerhead. Wish we could have gone with the other vendor, not Kompan.

filtered_comment Poll 2 - Unverified

Leaving the large banyan tree and picnic tables is a priority.

These colours complement our Juno Beach turtle logo - blue & green - reflect our natural environment too

filtered_comment Poll 3 Verified

Observing the playground for over 15 years, there are more moms and babies and or parents with children 5 and below. It would be nice to have 2 areas one for the very young 2-5 and another area for 5-12. Both smaller than one big one which is more geared for kids over the age of 5.

Need more swings for older kids. The circle swing is useless

I don't like the turf surface, for health reasons. (Some schools in Vermont (original home) have torn up turf fields and replaced with grass fields for that reason) Why not have white sand? I don't see a problem with what is there now, except for the tire tread substrate. Whatever you build, PLEASE don't remove the existing trees! They are beautiful and the shade is key!!!

filtered_comment Poll 3 Unverified

Beautiful renderings; except for Option 1, we do not need a rock. The ship would be unique and fun for all children and add to the beauty of our town. Nicely done

Leaving the large banyan tree and picnic tables is a priority.

Don't see an example of a mommy and me swing, so didn't choose. Probably not too useful.

JUNO BEACH PLAYGROUND SURVEY

Disappointed that the online survey did not include "none of the above" to assure that all opinions are considered.

TOWN OF JUNO BEACH
RECEIVED
2024 MAR 14 P 2:42

Disappointed that the only way to leave a comment was to answer the poll, even if none of the options are desirable.

Disappointed that with childhood obesity at record rates, none of the "options" provided any meaningful, health-related equipment. See online photos of Constitution Park in Tequesta featuring a hop-scotch court, VitaCourse 2000 & HealthBeat equipment.

Disappointed there are no child-centric "inter-active" elements proposed for Kagan Park. See Constitution Park online photos of movable objects in a grid pattern.

There don't appear to be any "facilities" at Kagan Park, reducing its appeal to many age groups.

What is the estimated Juno Beach population in the 2-5 years & 5-12 years age groups? If it's less than 500 total, is this the best use of \$225,000 +/- ?

Basic infrastructure improvements could be a better use of funds for Kagan Park.

Susan Hottle
70 Celestial Way Apt 310
Juno Beach 33408
330-499-3040
hottleco@neo.vr.com



BRYCE (8), COOPER (10), MILO (6)

Bryce (8)- I like the ocean theme. I like the swings and I like blue, red, and green

Cooper (10)- I like the ocean theme and I like the Lion (on the front of the Kompan catalog). The lion is cool because you can climb inside of it. The rope bridge is very good. I like music that would be cool (musical options in the catalog), I like the ideas of the animals in the playground. Spinning is a very good idea. I like to spin with my friends and I think 4 seats would be good so we can do it all together. I like the big swing seat so I can swing with my friends (shell swing seat option).

Milo (6)- I like the ocean theme and I like manatees (shown on the current rendering). I like rope climbers because they are fun and you have the perfect view of your mom and dad. I like the zip line. I like the castle (pg 99 of catalog). I like the giant slide (pg 25 of catalog). I like the alligator (pg 22 of catalog). I love to swing and I like swings that are red, dark blue, dark green, blue and green. I like this (referring to the climber on pg 64 of catalog).

All three "consultants" agreed that the turf should be blue because the ocean is blue and they liked the Ocean themed concept.

(*interview was conducted by Project Coordinator/Risk Manager Dobbins with permission from the children's grandfather.)

SUGGESTIONS

My suggestion is: _____

Be realistic —
so few children to
use it, and request
for additional funds
is WAY out of proportion

My suggestion would benefit: _____

whole town

Stop.

Spend money
for benefit
of ALL residents,
not just the few
children.

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

Spinners and/or Carousels

Springers/Seesaws

- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) 2

Rope Climbers

Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

Other suggestions for the playground: _____

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

More natural looking ~~GREEN~~
GFR

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat
- Spinners and/or Carousels
- Springers/Seesaws
- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel
- Slides (how many) _____
- Rope Climbers
- Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

*None, forever lawn
tunnel and boulder
structures*

Other suggestions for the playground: _____

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

natural setting / Shaded areas

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

Spinners and/or Carousels

Springers/Seesaws

- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) _____

Rope Climbers

Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

neither! yuck!

Other suggestions for the playground: _____

re-open discussion!

— — need us in

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other NATURE

IDS OR LS.

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat
- Spinners and/or Carousels
- Springers/Seesaws
- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) _____

Rope Climbers

Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

NATURE CANON

Other suggestions for the playground: _____

MAKE A CHILD'S LIFELONG MEMORY

Lagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other NATURAL MIX OF

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

Spinners and/or Carousels

Springers/Seesaws

- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) _____

Rope Climbers

Other FUN NATURAL

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

Other suggestions for the playground: NATURAL NOT PLASTIC OR HARMFUL

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

- Spinners and/or Carousels

NO

- Springers/Seesaws

NO

- Toddler Equipment (select all that apply)

- Interactive Panels
- Climber
- Themed Station
- Music Panel

- Slides (how many) _____

- Rope Climbers

- Other _____

Which turf is preferred (see samples provided in Town Center library) LONGEST

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

LASTING

Other suggestions for the playground: NO WATER AREAS

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

IDS OR Landscape
Structure

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

GFRD



equipment designs

- Spinners and/or Carousels

- Springers/Seesaws

Natural looking
equipment and
landscape.

- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

- Slides (how many) _____

- Rope Climbers

- Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

Forever Lawn

Other suggestions for the playground: _____

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

GFR

GFR

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

Spinners and/or Carousels

Springers/Seesaws

- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) 2

Rope Climbers

Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

FOREVER
LAWN

Other suggestions for the playground: _____

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other ARFC - IDS sculpture

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat
- Spinners and/or Carousels
- Springers/Seesaws
- Toddler Equipment (select all that apply)
 - Interactive Panels
 - Climber
 - Themed Station
 - Music Panel

Slides (how many) 2

Rope Climbers

Other _____

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

Other suggestions for the playground: _____

Kagan Park Playground

Item #5.

We want your input!

Please refer to the playground catalogs provided as a reference tool in the library

Is there a desired theme you would like to see in the playground design?

- Ocean Theme
- Beach/Lifeguard Theme
- Nautical Theme
- Forest/Natural Area Theme
- Other _____

What specific play equipment would you like to see? (check all that apply)

- Swing set- 2 bays / 3 bays (circle one)
 - Standard Swing seat
 - Baby seat
 - Mommy & Me seat
 - Rope/Shell Seat

Spinners and/or Carousels

Springers/Seesaws

Toddler Equipment (select all that apply)

- Interactive Panels
- Climber
- Themed Station
- Music Panel

Slides (how many) 2

Rope Climbers

Other wobble bridge

Tower net

Which turf is preferred (see samples provided in Town Center library)

- Shaw Play50
- Perfect Turf Play 55- which color is preferred _____

Other suggestions for the playground: _____

★ Review the playground in North Palm
on Anchorage for ideas

★ ALSO - BOYNTON BEACH has a state of the
amazing playground

REALLY?

- Ocean Theme
- STANDARD SWING SET
- CAROUSELS
- SPRINGERS
- Interactive Panels
- Climber
- Slides - 3
- Rope Climbers - 2
- Perfect Tuff Play - Green

WHAT A WASTE OF MONEY!!

WHAT IS WRONG WITH CURRENT PLAYGROUND

11-12 YEAR OLDS WILL NOT USE

ARE THE PROPOSALS COMPLIANT?

ALTERNATIVE COMPANY? WHY KAMPAN ONLY

I would prefer the generous amount of money for the playground be spent on expanding the patio so events like Christmas by Lake is level and safer for everyone.

Kagan Park Comments

- Make sure to include trash receptacles to teach youth to keep our town clean.
- Some positive signage to teach the next generation some civility which is sadly non-existent in society today
ABT!
- Consider a large globe so children can learn about rest of world!
- NO SPRING DEVICE THEY BREAK EASY
- GROUND THE PLASTIC SLIDE FOR STATIC
- NO SPINNER PLATE
- USE PERMA TURE THAT LASTS THE LONGEST
- NO WATER AREAS
- climbing opportunities!

Keep it natural
looking! No Disney

Woodlands —

stone arches
tunnels

shade + benches

water fountain

No DOGS — NO RESTROOMS

A. Simler

All are ugly &
not in keeping with
a small town playground—
plastic abounds! too
much color
should be more
natural looking

—
Andy Simler

WILL YOU DONATE THE OLD EQUIPMENT?
BELLE GLADE OR OTHER PBC TOWNS NEED
A PLAYGROUND.

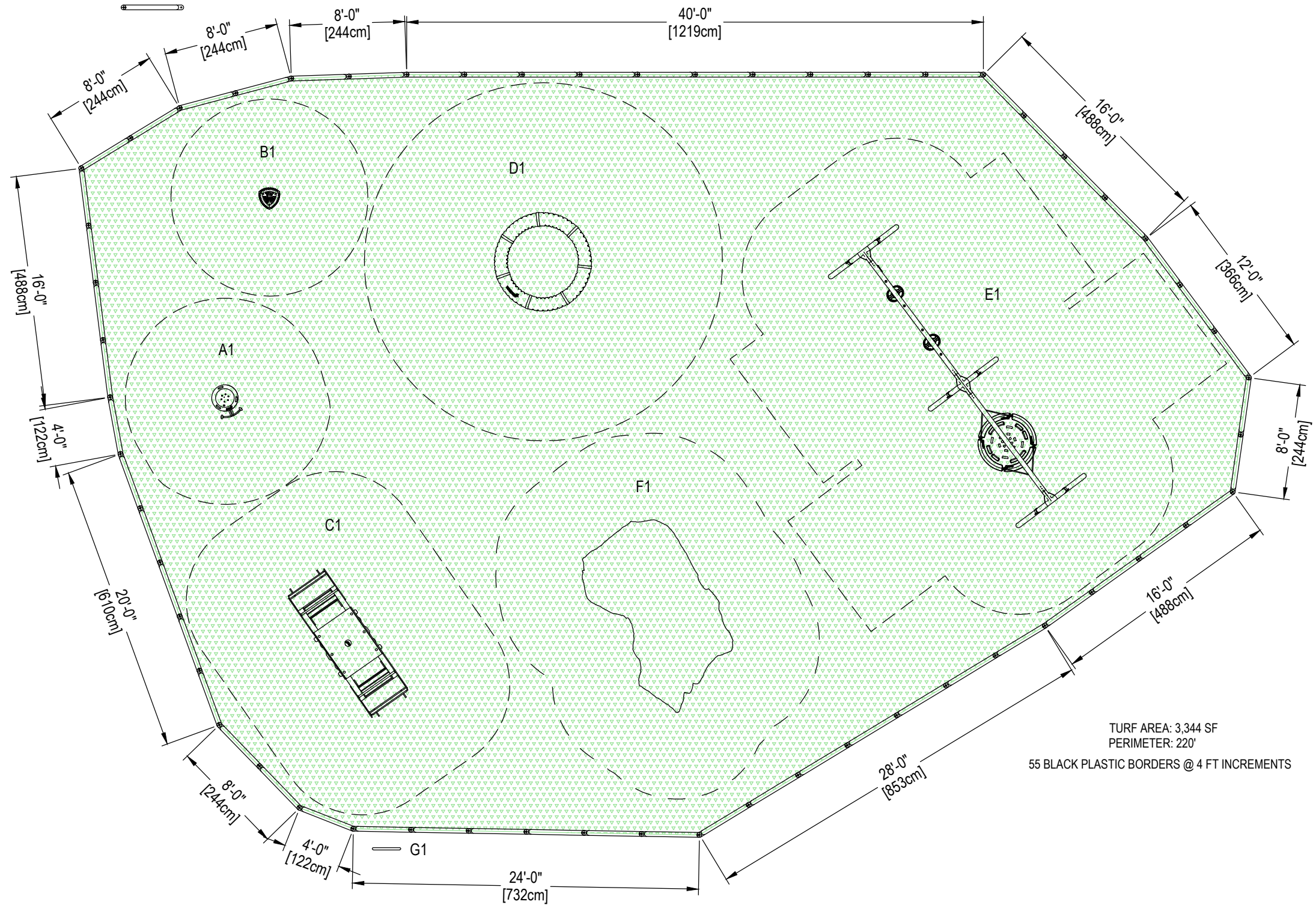
This looks like Disney on steroids.
Juno Beach is not meant for this.
First you turned Pelican Lake into
Juno Swamp - what's next?

Linda Taylor

The playground in display is not
true vision for Juno Beach
playground.

We would like a nature based
playground.

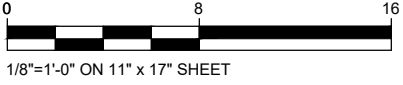
IDS sculptures does GRFC
structures and that is what we want.



#	Product Number	Product Name	M.F.H.	Count
A	ELE400067-xxLG	Springer Bowl with Footrest	1'12"	1
B	GXY8014XX-xx17	Spica 1	3'3"	1
C	M18770-xxP	Ocean Seesaw	3'3"	1
D	GXY960014-xx17	Supernova	2'4"	1
E	KSW924-CUSTOM_20259793	Swingset	8' 5"	1
F	PB017	Sawtooth Boulder	10' 1"	1
G	PAR3003-xx01	Sign Medium	0'0"	1

Kagan Park Playground

10 Celestial Way
 North Palm Beach, FL 33408
 Site Plan - Option 1

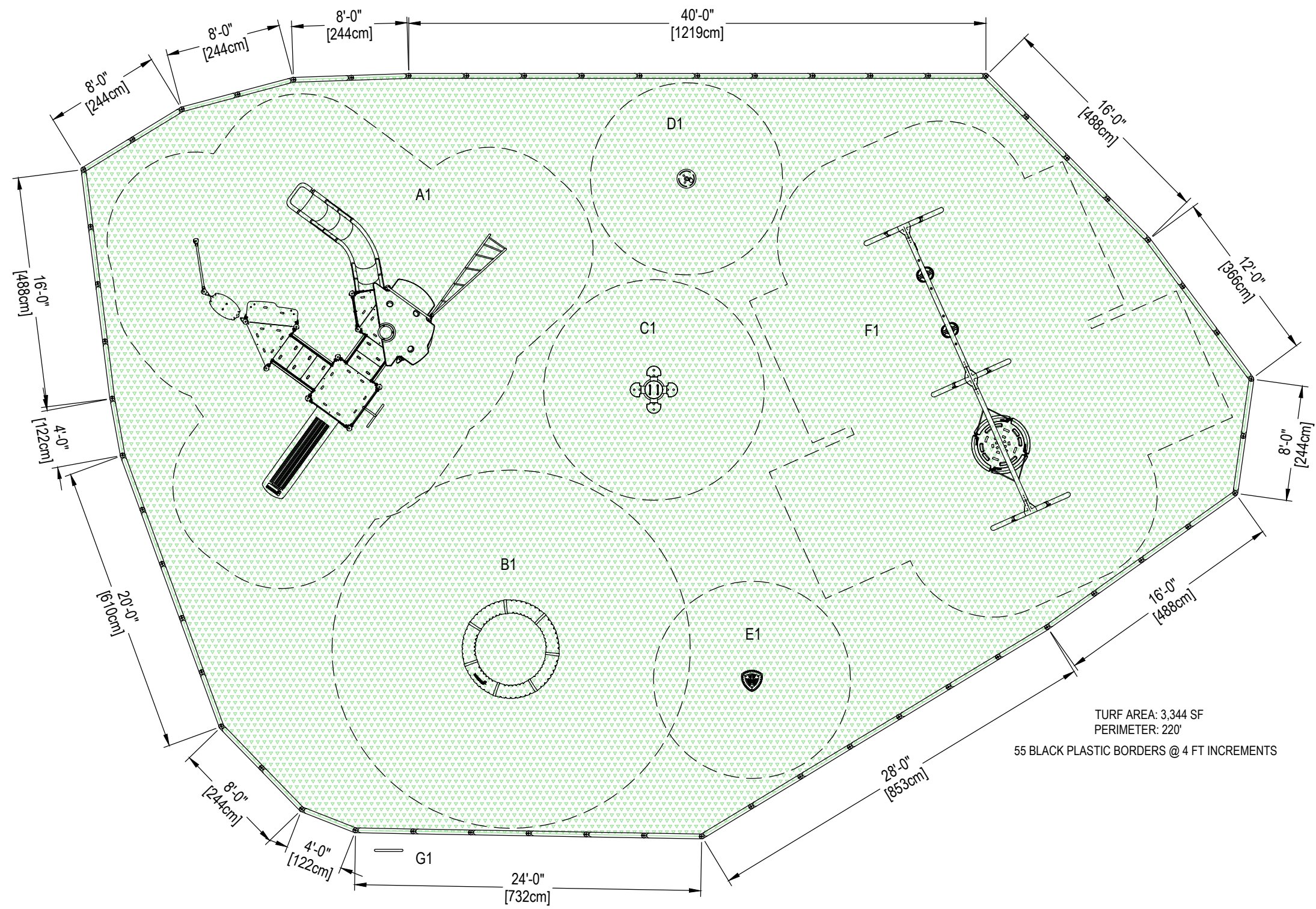


MANUFACTURER'S SHOP DRAWING:
 FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.
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 SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER
 DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
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SALES REPRESENTATIVE			SHEET
KatMof			K1.0
REVIEW BY	DRAWN BY	DATE	
DESIGN	MtMur	01/10/2024	
REV. NO.	REV. BY	REV. DATE	REVISION NOTES
-	-	-	-

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

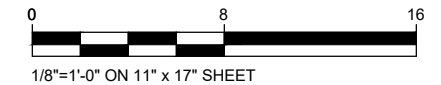


TURF AREA: 3,344 SF
 PERIMETER: 220'
 55 BLACK PLASTIC BORDERS @ 4 FT INCREMENTS

#	Product Number	Product Name	M.F.H.	Count
A	PCE211132-xx01	Yellowstone with Roof	7'3"	1
B	GXY960012-xx17	Supernova	2'4"	1
C	M12871-xxP	Daisy	1'12"	1
D	ELE400158-xx17DT	Junior Spica	07"	1
E	GXY8014XX-xx17	Spica 1	3'3"	1
F	KSW924-CUSTOM_20259793	Swingset	8' 5"	1
G	PAR3003-xx01	Sign Medium	0'0"	1

Kagan Park Playground

10 Celestial Way
 North Palm Beach, FL 33408
 Site Plan - Option 2



MANUFACTURER'S SHOP DRAWING:
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REVIEW BY	DRAWN BY	DATE	REVISION NOTES	
DESIGN	MHMur	01/10/2024		
REV. NO.	REV. BY	REV. DATE	-	







Sales Proposal

Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131942-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Net Price
OPTION 2					
PCE211132-0901	YELLOWSTONE WITH ROOF SKY - IN-GROUND	1	Pieces	41,960.00	41,960.00
					
GXY801421-3717	Spica 1 In-ground 90cm	1	Pieces	2,750.00	2,750.00
					
GXY960012-3717	Supernova - Grey/Lime Green In-ground 90cm	1	Pieces	9,890.00	9,890.00
					
M12871-12P	Daisy - Greenline In-ground 60cm	1	Pieces	1,410.00	1,410.00
					
KSW924-CUSTOM	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20259793	1	Pieces	8,060.00	8,060.00
					
ELE400158-3517DT	JUNIOR SPICA GREENLINE 70 CM INGROUND	1	Pieces	2,070.00	2,070.00
					


Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Sales Proposal

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Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Net Price
<u>PAR3003-CUSTOM</u>	SIGN M CUSTOM 2-12 In-ground 20245167	1	Pieces	750.00	750.00
					
FREIGHT	Freight	1	Pieces	6,782.30	6,782.30
US-ENGSTAMP-DRW-2	Engineered Stamped Drawings	1	Pieces	2,000.00	2,000.00

This quote is for equipment only. No site work, surfacing or installation.

Equipment Site Plan version K1.0 /dated 1.10.24

Please allow 9-11 weeks for product delivery upon order placement

Description	Qty	Net Price
No. of Products	7	
Subtotal - Products		66,890.00
Subtotal - Installation		2,000.00
Subtotal - Freight		6,782.30
Total USD		75,672.30

Sales Proposal



Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

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Project Name US297028 Kagan Park Playground Renovation

Alternative Items

No.	Description	Qty Unit	Unit Price	Net Price
US-APS-BORDER12	12" Playground Border with Spike Black Plastic	55 Pieces	45.00	2,475.00
				
US-APS-ADA-FULLRAMP	ADA Full Ramp System Plastic Black Full ADA Ramp	1 Pieces	1,045.00	1,045.00
				
EXTRA SALES FREIGHT	Extra freight costs for 3rd party sales	1	510.00	510.00

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Kagan Park Playground
 10 Celestial Way
 North Palm Beach, FL 33408



Sales Proposal

Town Of Juno Beach
Andrea Dobbins
340 Ocean Drive
Juno Beach, FL 33408

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Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

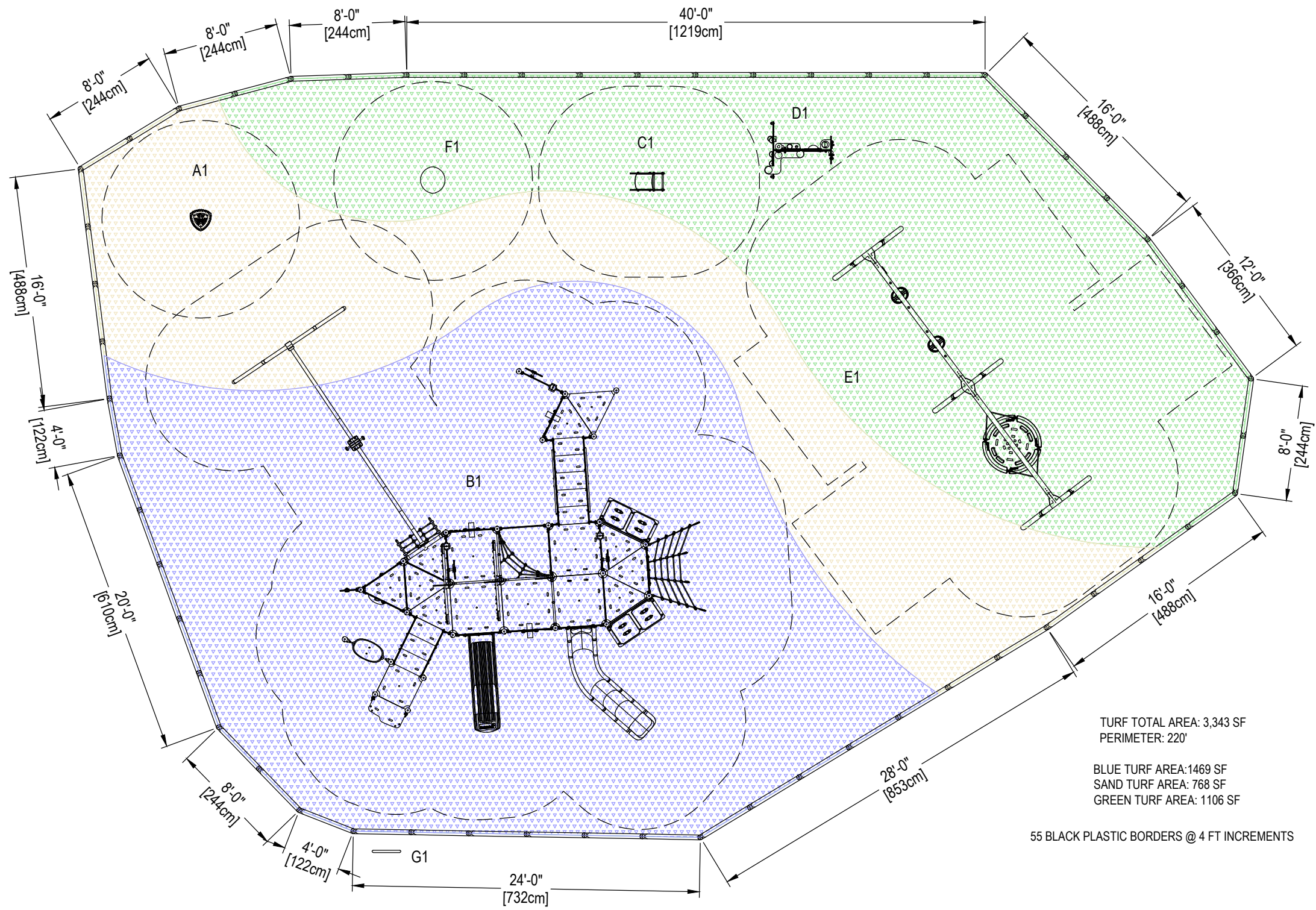
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



#	Product Number	Product Name	M.F.H.	Count
A	GXY8014XX-xx17	Spica 1	3'3"	1
B	PCM113331-CUSTOM_20259788	Man-O-War Variant	6'10"	1
C	PCM103-xx01	Dolphin	1'4"	1
D	MSV60400-0201	Greenhouse & Florist	0'0"	1
E	KSW924-CUSTOM_20259793	Swingset	8' 5"	1
F	ELE400024-xx17E	Spinner Bowl	2'	1
G	PAR3003-xx01	Sign Medium	0'0"	1

Kagan Park Playground
 10 Celestial Way
 North Palm Beach, FL 33408
 Site Plan - Option 3



MANUFACTURER'S SHOP DRAWING:
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KatMof			K1.0	
REVIEW BY	DRAWN BY	DATE		
DESIGN	MH Mur	01/10/2024		
REV. NO.	REV. BY	REV. DATE	REVISION NOTES	
-	-	-		







Sales Proposal

Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131945-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Net Price
OPTION 3					
GXY801421-3717	Spica 1 In-ground 90cm	1	Pieces	2,750.00	2,750.00
					
PCM113331-CUSTOM	MAN-O-WAR In-ground 20259788	1	Pieces	104,030.00	104,030.00
					
PCM103-0601	DOLPHIN SPRINGER IN-GROUND 60CM	1	Pieces	1,030.00	1,030.00
					
KSW924-CUSTOM	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20259793	1	Pieces	8,060.00	8,060.00
					
MSV60400-0201	Greenhouse & Florist Surface (expansion bolts)	1	Pieces	6,000.00	6,000.00
					
ELE400024-3717E	Spinner Bowl - Red In-ground 90cm	1	Pieces	1,390.00	1,390.00
					


Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Sales Proposal

Quote No. SP131945-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Net Price
<u>PAR3003-CUSTOM</u>	SIGN M Age 5-12 In-ground 20256452	1	Pieces	750.00	750.00
					
FREIGHT	Freight	1	Pieces	10,683.40	10,683.40
US-ENGSTAMP-DRW-2	Engineered Stamped Drawings	1	Pieces	2,000.00	2,000.00

This quote is for equipment only. No site work, surfacing or installation.

Equipment Site Plan version K1.0 /dated 1.10.24

Please allow 9-11 weeks for product delivery upon order placement

Description	Qty	Net Price
No. of Products	7	
Subtotal - Products		124,010.00
Subtotal - Installation		2,000.00
Subtotal - Freight		10,683.40
Total USD		136,693.40

Sales Proposal



Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131945-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

Alternative Items

No.	Description	Qty Unit	Unit Price	Net Price
US-APS-BORDER12	12" Playground Border with Spike Black Plastic	55 Pieces	45.00	2,475.00
				
US-APS-ADA-FULLRAMP	ADA Full Ramp System Plastic Black Full ADA Ramp	1 Pieces	1,045.00	1,045.00
				
EXTRA SALES FREIGHT	Extra freight costs for 3rd party sales	1	510.00	510.00

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Kagan Park Playground
 10 Celestial Way
 North Palm Beach, FL 33408



Sales Proposal

Town Of Juno Beach
Andrea Dobbins
340 Ocean Drive
Juno Beach, FL 33408

Quote No. SP131945-1
Customer No. C001015
Document Date 01/16/2024
Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
Email KatMof@Kompan.com
Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

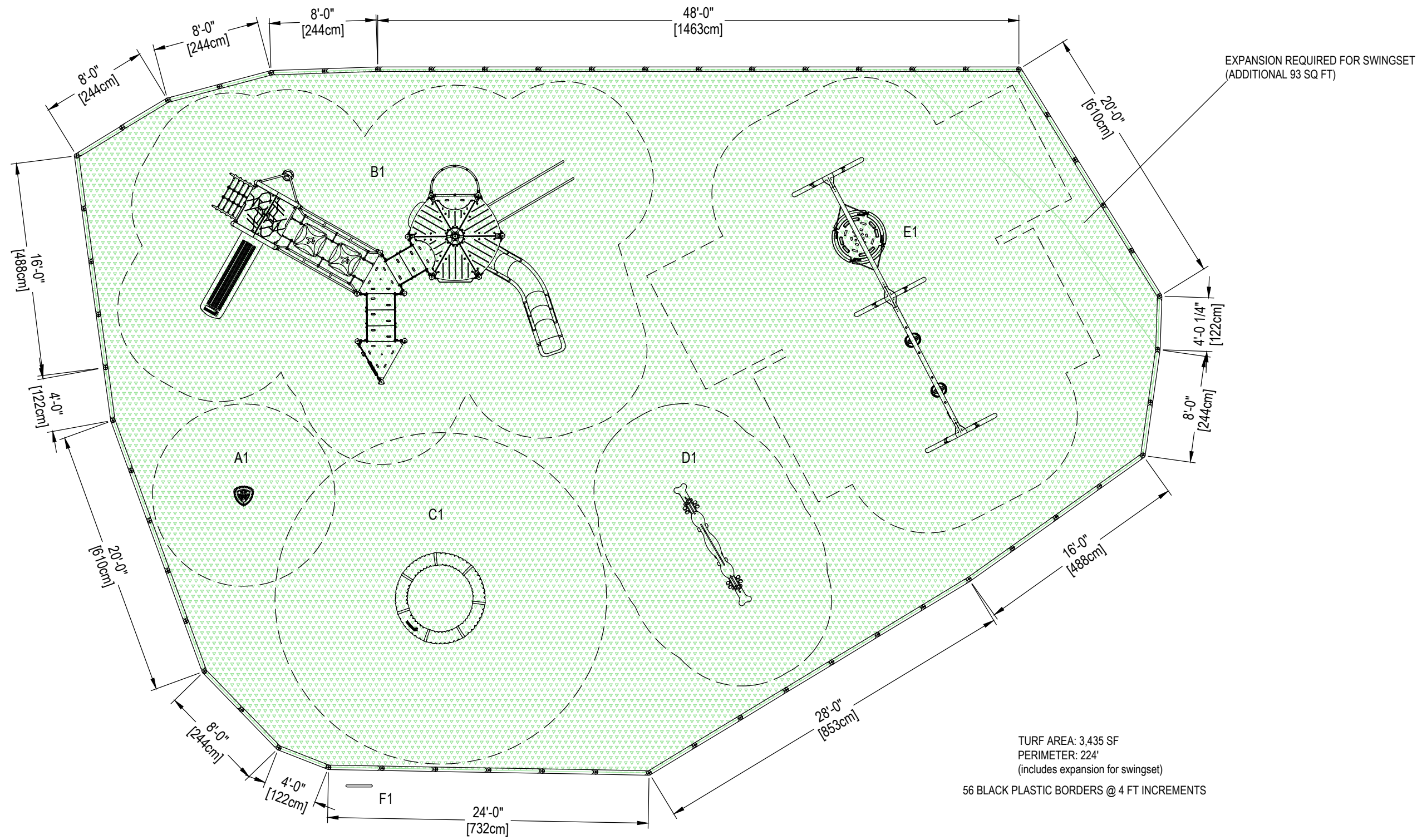
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



#	Product Number	Product Name	M.F.H.	Count
A	GXY8014XX-xx17	Spica 1	33"	1
B	PCM310631-xx51	Triple Tower Wackle	9'1"	1
C	GXY960012-xx17	Supernova	24"	1
D	M18113-xxP	Octopus Seesaw	33"	1
E	KSW924-CUSTOM_20259793	Swingset	8' 5"	1
F	PAR3003-xx01	Sign Medium	00"	1

Kagan Park Playground

10 Celestial Way
North Palm Beach, FL 33408
Site Plan - Option 4



MANUFACTURER'S SHOP DRAWING:
FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.
TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.
SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2\"/>



SALES REPRESENTATIVE			SHEET	
KatMof			K1.0	
REVIEW BY	DRAWN BY	DATE		
DESIGN	MtMur	01/10/2024		
REV. NO.	REV. BY	REV. DATE	REVISION NOTES	
-	-	-		

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

PREPARED AND PRINTED IN USA BY KOMPAN © 2024 KOMPAN, INC. AUSTIN, TX, USA 800-426-9788







Sales Proposal

Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131960-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Net Price
OPTION 4					
GXY801421-3717	Spica 1 In-ground 90cm	1	Pieces	2,750.00	2,750.00
					
PCM310631-0951	TRIPLE TOWER W/ WACKLE BRIDGE GREENLINE, PE SLIDE, IN-GROUND	1	Pieces	68,080.00	68,080.00
					
GXY960012-3717	Supernova - Grey/Lime Green In-ground 90cm	1	Pieces	9,890.00	9,890.00
					
KSW924-CUSTOM	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20259793	1	Pieces	8,060.00	8,060.00
					
M18113-12P	Octopus Seesaw - Greenline In-ground 60cm	1	Pieces	4,830.00	4,830.00
					
PAR3003-CUSTOM	SIGN M Age 5-12 In-ground 20256452	1	Pieces	750.00	750.00
					
FREIGHT	Freight	1	Pieces	8,705.20	8,705.20

Sales Proposal

Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131960-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty Unit	Unit Price	Net Price
US-ENGSTAMP-DRW-2	Engineered Stamped Drawings	1 Pieces	2,000.00	2,000.00

This quote is for equipment only. No site work, surfacing or installation.

Equipment Site Plan version K1.0 /dated 1.10.24

Please allow 9-11 weeks for product delivery upon order placement

Description	Qty	Net Price
No. of Products	6	
Subtotal - Products		94,360.00
Subtotal - Installation		2,000.00
Subtotal - Freight		8,705.20
Total USD		105,065.20

Alternative Items

No.	Description	Qty Unit	Unit Price	Net Price
US-APS-BORDER12	12" Playground Border with Spike Black Plastic	55 Pieces	45.00	2,475.00



Sales Proposal


Town Of Juno Beach
 Andrea Dobbins
 340 Ocean Drive
 Juno Beach, FL 33408

Quote No. SP131960-1
 Customer No. C001015
 Document Date 01/16/2024
 Expiration Date 03/16/2024

Sales Representative Katherine Moffitt
 Email KatMof@Kompan.com
 Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

Alternative Items

No.	Description	Qty	Unit	Unit Price	Net Price
US-APS-ADA-FULLRAMP	ADA Full Ramp System	1	Pieces	1,045.00	1,045.00
	Plastic Black Full ADA Ramp				
EXTRA SALES FREIGHT	Extra freight costs for 3rd party sales	1		510.00	510.00

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Kagan Park Playground
 10 Celestial Way
 North Palm Beach, FL 33408



Sales Proposal

Town Of Juno Beach
Andrea Dobbins
340 Ocean Drive
Juno Beach, FL 33408

Quote No. SP131960-1
Customer No. C001015
Document Date 01/16/2024
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Sales Representative Katherine Moffitt
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Phone No. 561-427-3619 / 800-426-9788

Project Name US297028 Kagan Park Playground Renovation

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Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

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KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



Meeting Name: Town Council Meeting
Meeting Date: May 8, 2024
Prepared By: D. Dyess, Town Manager
Item Title: Ocean Ridge Way and Atlantic Boulevard sidewalk and pedestrian path update.

HISTORY:

In February 2022, town staff received correspondence from Ocean Ridge residents regarding the safety concerns at the intersection of Atlantic Blvd. and Ocean Dr. The town subsequently conducted a field inspection of the area with the Town's Traffic Engineer and Public Works Director.

At the March 23, 2022, Town Council meeting, the Town's Traffic Engineer, Mr. Bryan Kelly, P.E., explained the Atlantic Blvd. and Ocean Dr. intersection improvements that could be made regarding a sidewalk and crosswalk. Council came consensus to have staff get with stakeholders about coordinating a continuous sidewalk and without the proposed crosswalk on Ocean Drive.

On June 8, 2022, the Town conducted a public workshop to discuss the Atlantic Boulevard Pedestrian Path with the stakeholders.

Ocean Ridge residents informed the Town of additional safety concerns, mainly with the path located within their property. On April 19, 2023, the Town conducted a public workshop on the public ingress and egress easement and public pedestrian and bike easement located on Ocean Ridge Way.

At the April 26, 2023, Town Council meeting, the Council on a 3-1 vote, voted to have the Town assume ownership and maintenance of the public easements from Atlantic Boulevard to US Highway 1 and have staff bring back the recommendations and next steps to keep the path open in a safe manner.

The Town Attorney and staff worked with the Ocean Ridge HOA to authorize the mayor to execute the Assignment and Assumption Agreement, whereby the Town agrees to accept the maintenance obligation of the easements. The Town also accepts two deeds, a Special Warranty Deed from the developer of Ocean Ridge and a Quit-Claim Deed from the Ocean Ridge Townhomes Homeowners Association, to effectuate a transfer of ownership of the underlying property from Ocean Ridge to the Town. At the January 24, 2024, Town Council meeting, Town Council Town approved Resolution No. 2024-02, accepting ownership and maintenance of the public easements mentioned above.

At this time, the staff is ready to move forward with the improvements to Atlantic Boulevard and Ocean Ridge Way. For reference, please see attachment #1 which shows the proposed sidewalk connecting Town Hall Park to the Ocean Ridge Pedestrian Path. Please note that Town Council has already reviewed this proposal and approved it to move forward. The construction of the sidewalk is part of budget for this Fiscal Year.

Attachment #2 includes the three options that were provided by the Town's Traffic Engineer.

Alternative 1 incorporates a sidewalk from Town Hall Park and the same pedestrian path stripping pattern that was implemented when the project was approved. Furthermore, the Town's Engineer is proposing additional signage, stripping, installation of flexible delineators, and convex mirrors.

Alternative 2 incorporates a sidewalk from Town Hall Park and an updated pedestrian path that includes a crosswalk in the middle of Atlantic Boulevard. The stripped pedestrian path is fully located on the north side of Ocean Ridge Way and Atlantic Boulevard. Furthermore, the Town's Engineer is proposing additional signage, and stripping.

Alternative 3 incorporates a sidewalk from Town Hall Park to the corner of Ocean Drive and Atlantic Boulevard with a crosswalk at the intersection, a new sidewalk on the north side of Atlantic Boulevard and a "D" curve. The stripped pedestrian path is fully located on the north side of Ocean Ridge Way and Atlantic Boulevard. Furthermore, the Town's Engineer is proposing additional signage, and stripping.

All alternatives provide the same result, they keep pedestrians waiting to cross Ocean Drive off Atlantic Boulevard in a safe manner by providing a sidewalk, and they provide a safer pedestrian path from Ocean Drive to US Highway 1 by adding visible safety measures.

Staff discussed these three alternatives with the Ocean Ridge HOA prior to this meeting, and it was their recommendation for the Council to move forward with alternative 3.

It is the staff's recommendation to move forward with alternative 2 as it will provide the same result as the other two alternatives but will avoid having to redesign the swale area on the north Atlantic Boulevard ROW.

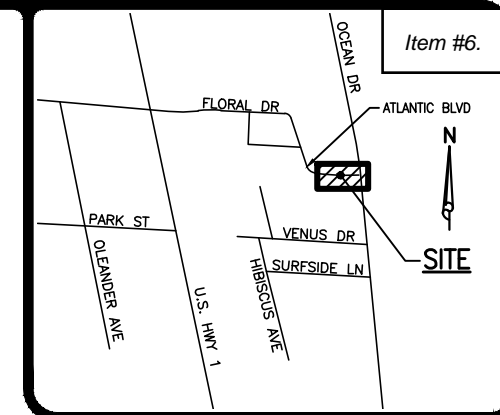
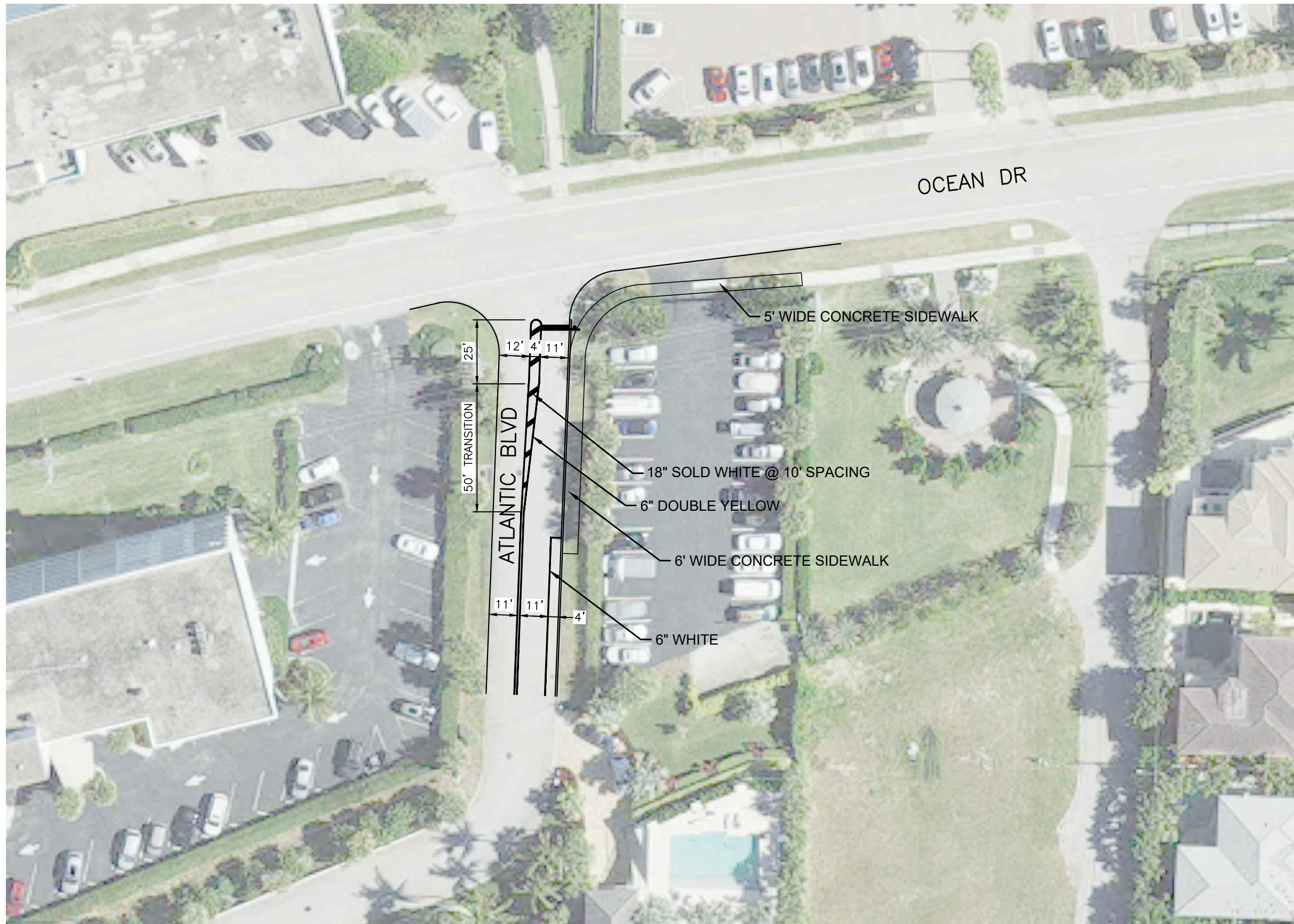
DISCUSSION:

During the January 17th council meeting, the council voted to move forward with alternative #3 and build a sidewalk on the north side of Atlantic Blvd. We were to engage our engineering firm to determine the best options for dealing with the storm water due to there being a swale and storm inlet where the sidewalk would go.

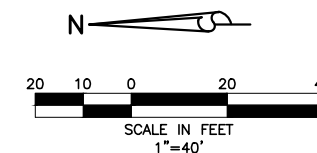
The engineering quote came back at \$45,000 for the requested work. The entire project was budgeted at \$90,000. Does the council want to proceed with Alternative 3 and take the \$45,000 from the budgeted funds then come back with a budget for the construction cost or change the desired route to Alternative 1 or 2?

RECOMMENDATION:

Review the additional information and direct staff on how to proceed.



LOCATION MAP
NOT TO SCALE



4/5/2022

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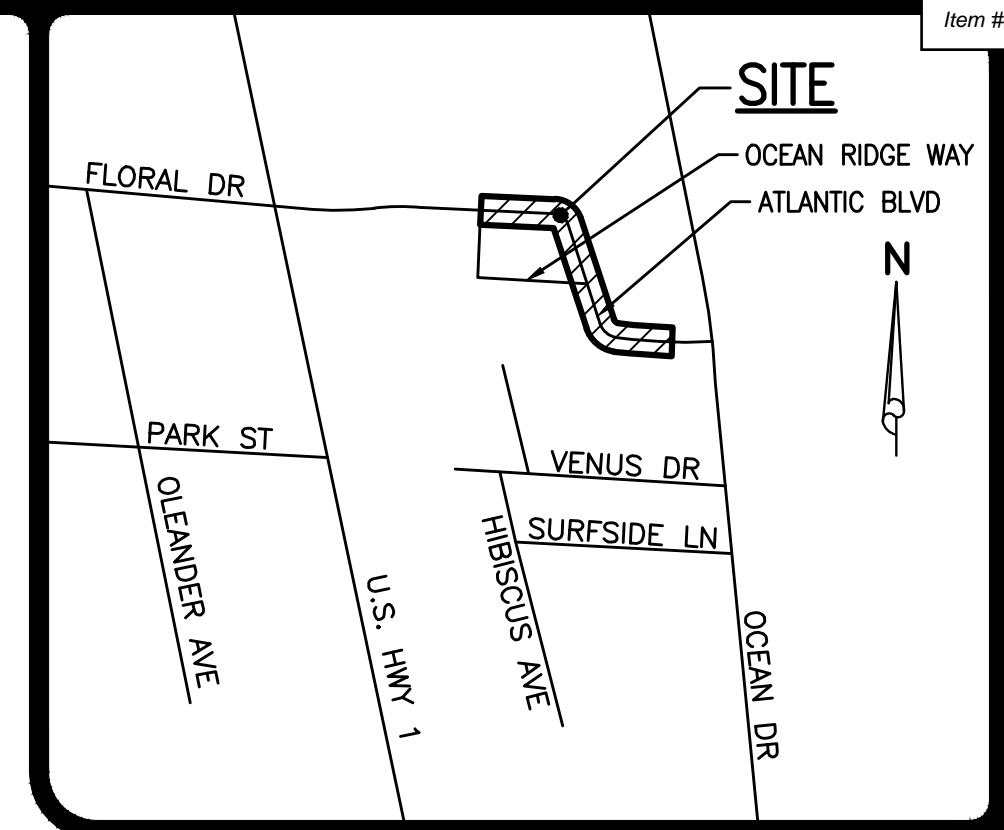
SIMMONS & WHITE
ENGINEERING | PLANNING | ARCHITECTURE | INTERIOR DESIGN
 2581 Metrocentre Blvd • Suite 2 • West Palm Beach, Florida 33407 • (561) 478-7848

ATLANTIC BOULEVARD PEDESTRIAN PATH
 SECTION 28, TOWNSHIP 41S., RANGE 43E.
 TOWN OF JUNO BEACH, FLORIDA
 CONCEPTUAL PLAN

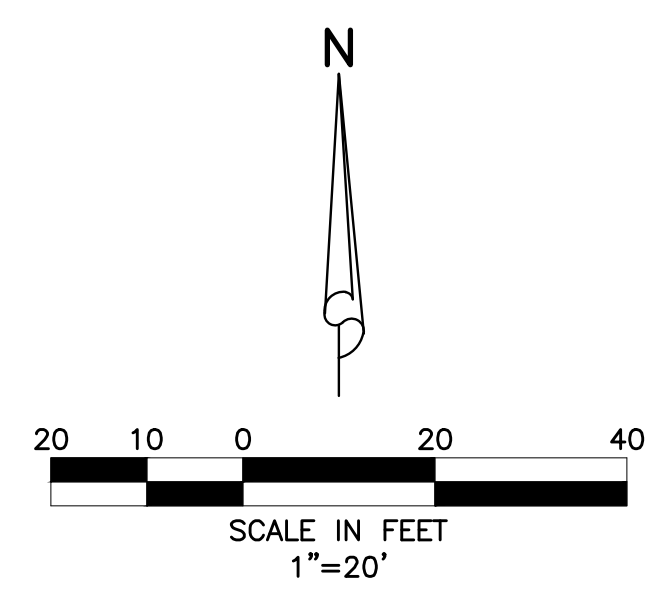
REVISIONS

DESIGN B.K.	DRAWN B.L.	CHECKED	APPROVED	DATE
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JOB NO. 22-045	DRAWING NO. 22045C01	SHEET 1	110
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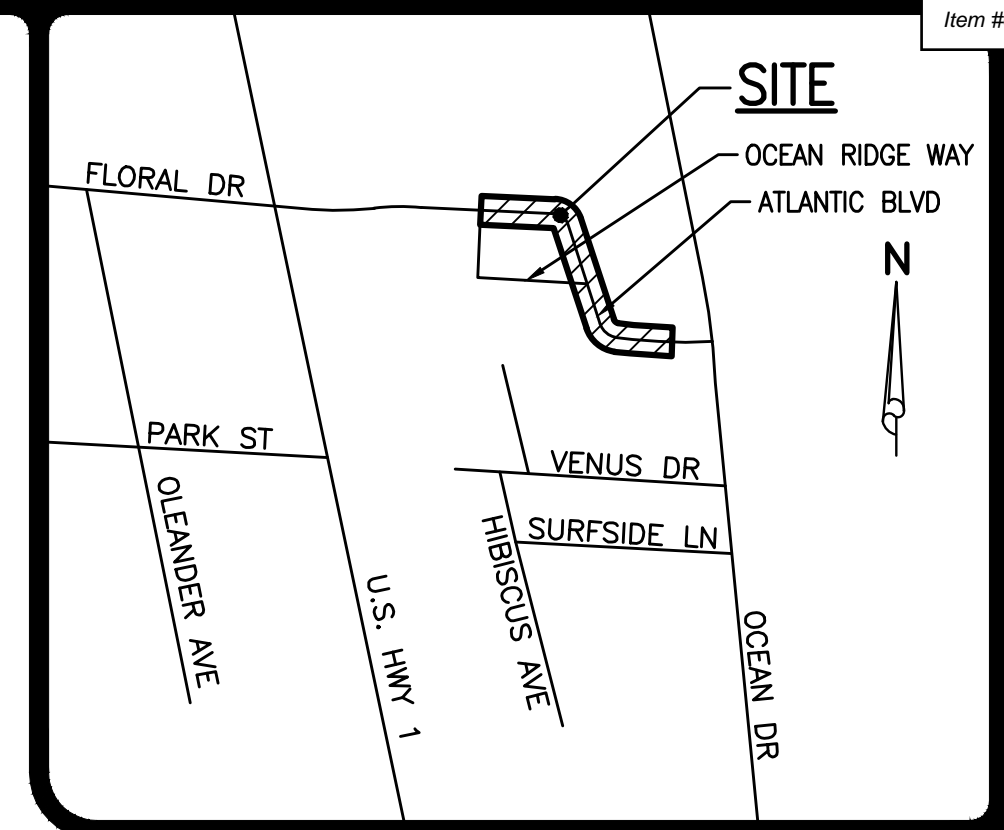
LOCATION MAP
NOT TO SCALE



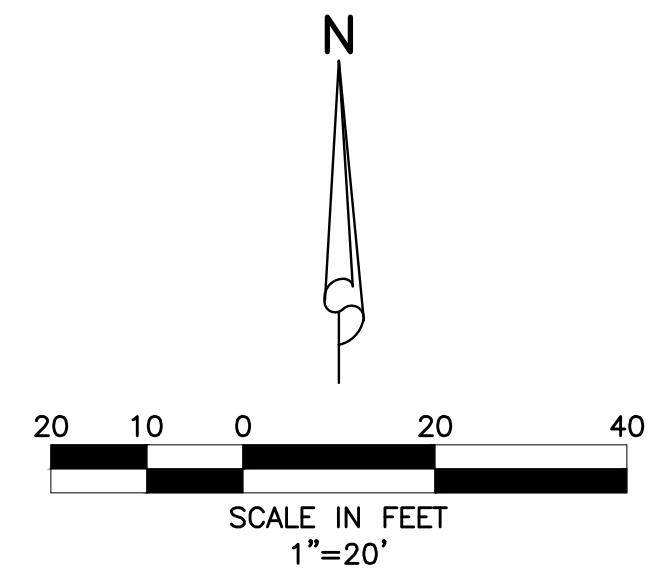
ALTERNATIVE 1
PEDESTRIAN PATH ON
SOUTH SIDE OF ROAD

7/13/2023

<p>ENGINEERING PLANNING CONSULTING SINCE 1982</p> <p>2581 Metrocentre Blvd West • Suite 100 • West Palm Beach, Florida 33407 • (561) 478-7848</p>				<p>OCEAN RIDGE SECTION 28, TOWNSHIP 41S., RANGE 43E. TOWN OF JUNO BEACH, FLORIDA PEDESTRIAN PATH IMPROVEMENTS</p>	
				<p>DESIGN B.K.</p>	<p>DRAWN D.B.</p>
<p>REVISIONS</p>		<p>JOB NO. 22-045</p>	<p>DRAWING NO. 22045202-1</p>	<p>SHEET 1 OF 3</p>	



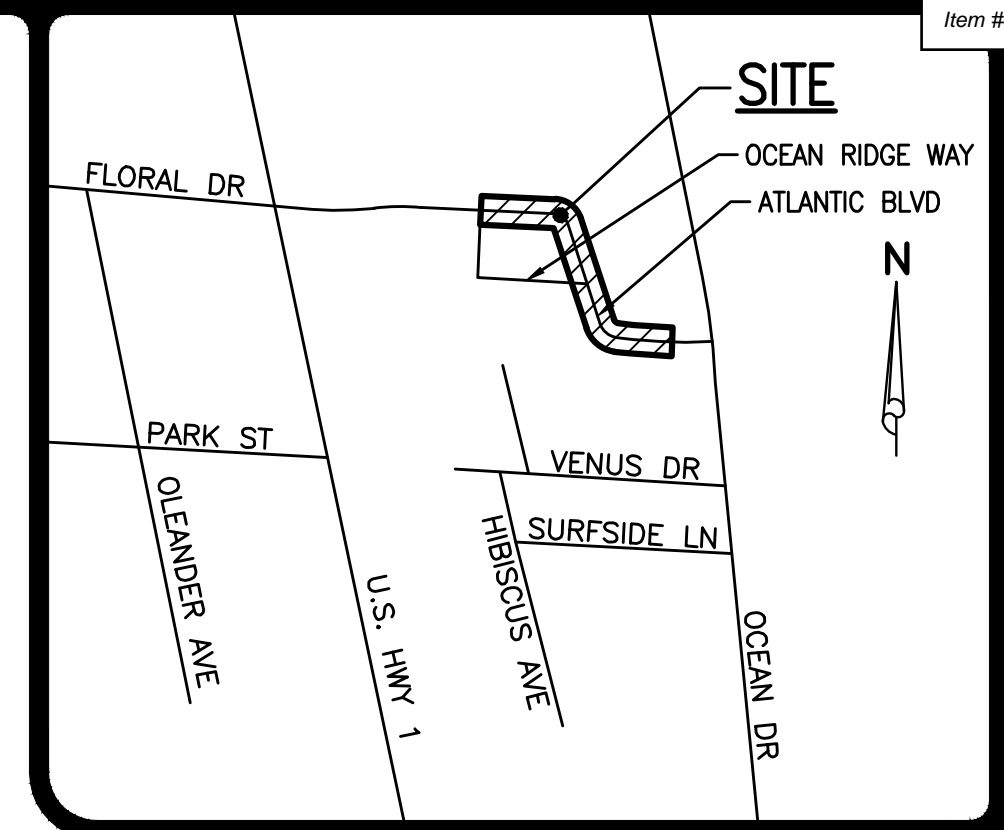
LOCATION MAP
NOT TO SCALE



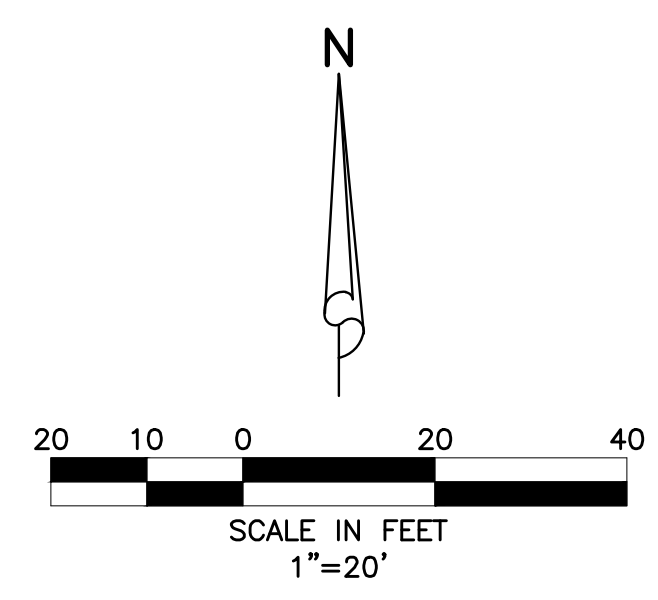
ALTERNATIVE 2
PEDESTRIAN PATH ON
NORTH SIDE OF ROAD.
MID BLOCK CROSSING

7/13/2023

					OCEAN RIDGE SECTION 28, TOWNSHIP 41S., RANGE 43E. TOWN OF JUNO BEACH, FLORIDA PEDESTRIAN PATH IMPROVEMENTS		
					DESIGN B.K.	DRAWN D.B.	CHECKED



LOCATION MAP
NOT TO SCALE



OCEAN RIDGE WAY

ATLANTIC BLVD.

OCEAN DR.

ALTERNATIVE 3
PEDESTRIAN PATH ON
NORTH SIDE OF ROAD.
CROSSING AT OCEAN DR.

7/13/2023

<p>ENGINEERING PLANNING CONSULTING SINCE 1982 2581 Metrocentre Blvd West • Suite 300 • West Palm Beach, Florida 33407 • (561) 478-7848</p>		<p>OCEAN RIDGE SECTION 28, TOWNSHIP 41S., RANGE 43E. TOWN OF JUNO BEACH, FLORIDA PEDESTRIAN PATH IMPROVEMENTS</p>		
		<p>DESIGN B.K.</p>	<p>DRAWN D.B.</p>	<p>CHECKED</p>
<p>REVISIONS</p>		<p>JOB NO. 22-045</p>	<p>DRAWING NO. 22045202-3</p>	<p>SHEET 3 OF 3</p>



April 1, 2024

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408

Attention: Mr. Steve Hallock

Reference: Atlantic Boulevard Roadway Improvements
Town of Juno Beach, Florida

Dear Mr. Hallock:

We are pleased to submit the following proposal for professional services in connection with roadway, drainage and pedestrian access improvements along Atlantic Avenue in the Town of Juno Beach, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Juno Beach, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

Scope of Services

The Consultant will perform the following:

1. Coordinate with Town staff regarding project design, scope and goals. Meet with Town staff and residents regarding project scope as requested.
2. Coordinate with Town staff to obtain topographic survey along Atlantic Boulevard and percolation test for exfiltration trench/retention area design. Prepare preliminary stormwater management calculations to determine volume of stormwater that may be treated with new exfiltration trench (versus removal of existing swale and installation of sidewalks). Coordinate with the Town staff regarding findings.

_____ Int.

Mr. Steve Hallock
 April 1, 2024 – Page 2

Scope of Services (Continued)

NOTE: The results of these preliminary water management calculations (based on proposed land use, existing topography, and a geotechnical report to be provided by Client) will determine the scope of work and the need for additional dedicated water management areas (i.e. dry detention and/or additional exfiltration trench). The budget provided for this Item assumes calculations will be performed for one development scenario (not multiple iterations). If iterations are required to establish an approvable plan of development, this budget may be exceeded. The calculations included in this Item are to address the minimum criteria per current codes to improve the existing condition. If the Client wishes to achieve a higher level of service with regard to drainage, Client shall notify Consultant prior to commencement of the calculations. No groundwater modeling is included in this Item.

3. Based on the direction from Client, prepare Paving, Drainage and Striping Plans, Final Stormwater Management Calculations and Stormwater Pollution Prevention Basemap.
4. Prepare permit application packages and submit to the following agencies:
 - Palm Beach County Permits Section – Roadway Permit
 - Town of Juno Beach – Plan Approval

NOTE: Items 3 and 4 assumes that required storm water retention can be obtained in underground exfiltration trench, that the project will qualify for a South Florida Water Management District No-Notice Dewatering Permit and that an existing water source will be utilized for irrigation (no proposed wells). If exfiltration trench is not acceptable due to soil conditions or governing agency requirements, the Client acknowledges the possibility that the Scope of Work may have to be revised to provide open retention areas. Client or Contractor shall be responsible for all NPDES activities including preparation and maintenance of final NPDES Stormwater Pollution Prevention Plan, filing of required documents (i.e., NOI, NOT and Inspection Reports, etc.) and maintenance of site pollution prevention measures.

5. Geotechnical Engineering to be provided by Intertek. See attached subconsultant scope of work and proposal.

Mr. Steve Hallock
April 1, 2024 – Page 3

Scope of Services (Continued)

6. Surveying for use in design (not as-builts or construction layout) to be provided by Geopoint Surveying, Inc. See attached subconsultant scope of work and proposal.
7. Provide services during construction as required to certify the completed project to the governing agencies, in general accordance with Attachment “A”.

NOTE: This Item includes only the Scope outlined in Attachment “A”. Additional meetings, failed inspections, requests for additional services, etc., are not included and may cause the provided budget to be exceeded.

8. Revisions to the above based on Site Plan changes or items beyond the control of the Consultant.
9. Additional services requested by the Client and agreed to by the Consultant such as, but not limited to, preparation of preliminary cost estimates and assistance with bidding, if requested.

Items to be Furnished by the Client
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

Furnish at no cost to the Consultant:

1. All permit application and governmental fees.
2. Construction testing.
3. All surveying including, but not limited to, property, boundary (tied to State Plane Coordinates), easement, right of way, topographic, permanent reference monuments, permanent control points, utility surveys, property descriptions and construction staking, As-built surveys of constructed improvements, and existing utility locations on and adjacent to the property including but not limited to FP&L, AT&T, Cable T.V. & Gas. It is highly recommended that the Client’s Surveyor contact “No Cuts” prior to performing survey so that all existing franchise utilities can be shown on the survey to avoid field conflicts during construction.

Mr. Steve Hallock
April 1, 2024 – Page 4

Items to be Furnished by the Client
at No Expense to the Consultant (Continued)

4. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.
5. Any groundwater modeling and/or analysis required for water use and/or de-watering permitting with South Florida Water Management District.
6. Details regarding required conduit locations for irrigation and utilities, etc. (if any).

In addition to the above, other special data, all of which the Consultant will rely upon in performing services.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

Fees to be Paid

The Consultant shall be paid the following lump sum fees and hourly fee estimates for the Items in the Scope of Services:

Item 1 – Design Coordination	=	\$ 5,500.00 (hourly budget)
Item 2 – Preliminary Water Management Calculations	=	\$ 5,000.00
Items 3 & 4 – Paving, Drainage and Striping Plans	=	\$17,500.00
Item 5 – Geotechnical Engineering	=	\$ 2,445.00 (see attached)
Item 6 – Surveying	=	\$ 5,800.00 (see attached)
Item 7 – Services During Construction	=	\$10,000.00 (hourly budget)

Mr. Steve Hallock
 April 1, 2024 – Page 5

Fees to be Paid (Continued)

For Items 1, 7, 8 and 9, the Consultant shall be paid an hourly rate of \$160 for Principal, \$140 for Senior Engineer, \$115 for Engineer, \$100 for Senior Technician, \$80 for Technician, \$55 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at IRS mileage rate, printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction.

We estimate the cost of Item 1 to be \$5,500.00 and Item 7 to be \$10,000.00. It should be emphasized that these estimates are for budget purposes only and should not be considered guaranteed amounts. The above fees are subject to increase one year from the date of this proposal.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Pursuant to Section 558.0035 of Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

Construction Phase Services

Services during construction will endeavor to provide protection for the Client against defects and deficiencies in the work of the Contractor. However, the furnishing of services during construction does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety.

Mr. Steve Hallock
April 1, 2024 – Page 6

Estimates and Bidding

Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

Client (or their representatives) shall notify Consultant if there is an intent to utilize the plans for bidding purposes prior to all agency permits and approvals being issued. Upon receipt of notice, the Consultant will label the set as "Bid Set" and document revisions from that point forward. Client acknowledges that bidding the project in advance of all approvals being issued may lead to change orders and increases in perceived project costs based on revisions made as a result of permitting reviews and/or Quality Control Reviews performed by the Consultant prior to construction commencement.

Termination

This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

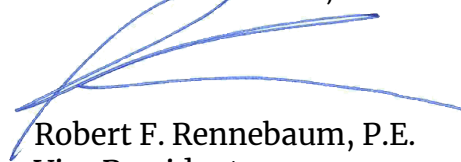
Mr. Steve Hallock
April 1, 2024 – Page 7

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under “Items to be Furnished by the Client,” returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. (By their signature, the Client certifies that they have sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
Vice President

Accepted by:

Town of Juno Beach

Signature: _____

Title: _____

Date: _____

Please fill in the following information or attach a business card of the billing contact.

Accounts Payable/Billing Contact Name: _____

Accounts Payable/Billing Telephone: (____) _____

Accounts Payable/Billing E-Mail Address: _____

Billing Reference No. _____

sa: x:/docs/proposals/prop.prop.hallockatlanticaveroadway

ATTACHMENT "A"DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review shop drawings.
2. Coordinate, prepare and submit pre-construction meeting submittals to applicable governing agencies and attend pre-construction meeting.
3. Observe storm sewer construction, including tie-ins to existing facilities.
4. Observe on-site road subgrade construction.
5. Observe on-site road base construction.
6. Observe sidewalk/curbing/handicap construction.
7. Conduct pre-agency final observation and develop punchlist based on agency requirements.

NOTE: The development of a pre-agency final punchlist is intended to address any known deficiencies prior to agency final but cannot be relied upon as a "complete" list.

8. Conduct semi-final and final inspection with Florida Department of Transportation.
9. Conduct semi-final and final inspection with Town of Juno Beach.
10. Provide additional construction observation: Consultant will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality of the work. Consultant's efforts will be directed toward providing for Client a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Client informed of the progress of the work and will endeavor to guard Client against defects and deficiencies in the work. The furnishing of construction observation services does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety. Consultant will have authority to disapprove or reject work which is defective.

ATTACHMENT "A"
PAGE TWO

11. Project Certifications: Upon the Contractor's completion of the required site improvements, Client's registered land surveyor will prepare record drawings. Upon approval of the construction, Engineer will review and submit record drawings together with letters of certification to the applicable governing agencies.
12. Review job progress with Client.
13. Review Construction Pay Estimates.
14. Respond to RFI's submitted by Contractor.

NOTE: The budget provided assumes that the contractor may have a reasonable number of questions that need to be addressed through an RFI process. If the contractor utilizes project management software (e.g. Procore) that results in excessive project documentation requirements by the Consultant, the budget may be exceeded.

15. At the Client's request, investigate matters which may arise during construction and provide recommendations, observations and other services as required. Additional construction related services that the Consultant is requested to perform that are outside of the scope of work outlined in this attachment may exceed the estimated hourly budget amount provided. Consultant assumes that Client's request to perform work outside of the scope outlined in this attachment authorizes Consultant to perform the requested task(s) and Client shall provide due compensation in accordance with the terms of this contract, should the requested services exceed the estimated hourly budget provided.

March 26, 2024

Simmons & White

2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407

Attn: Mr. Paul A. Buri, P.E.– Sr. Project Manager
Buri@simmonsandwhite.com
(561) 762-0561

Re: Proposal for Percolation Testing Services
North Side of Atlantic Blvd Percolation Testing
Atlantic Blvd and Florida State Road A1A
Juno Beach, Florida
PSI Proposal No. 0225-421944

Dear Mr. Buri:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct one South Florida Water Management (SFWMD) soil percolation test, as requested, at the North Side of Atlantic Blvd Percolation Testing project, which is located at Atlantic Blvd and Florida State Road A1A in Juno Beach, Florida.

Drilling and Schedule. Based on the site accessibility, drilling and testing can commence within approximately **one week** after receipt of authorization to proceed, weather permitting. The final data letter will be provided within **one to two weeks** of written authorization. Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining *Right of Entries* and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

Results Data Letter. The result of the percolation test will be presented in a written geotechnical data letter and will include the Hydraulic Conductivity Rate (K) obtained at the testing location. A pdf version of the geotechnical data letter will be prepared and submitted by email to **Simmons & White**. If requested by Simmons & White, additional hard copies can be provided. The geotechnical data letter will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Fees. PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$2,445.00**. The estimated fee is based on the boring location being accessible to truck mounted drilling equipment and **Simmons & White** obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities if any, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other service requested after submittal of the percolation results data letter is not included in the proposed fee. PSI will proceed with the service



based on a written authorization. The service will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Authorization. Please sign the authorization sheet and return one copy of this proposal. When returning the proposal, please also complete the attached Project Data Sheet, and provide a scaled-current site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Lucrèce E. Regisme
Staff Engineer – Geotechnical Services
lucrece.regisme@intertek.com



Jose N. Gómez, PE, BC.GE
Chief Engineer – Geotechnical Services
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

LER/JNG/ler



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			

City	State	Zip Code	Telephone
_____		_____	
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Approval Party



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



GENERAL CONDITIONS - FLORIDA

Item #6.

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS - FLORIDA

Item #6.

10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



PROPOSAL/AUTHORIZATION FOR WORK

**To: Simmons & White, Inc.
2581 Metrocentre Boulevard West, Suite 3
West Palm Beach, Florida 33407**

Date: April 1, 2024

Attn: Paul A. Buri, P.E.

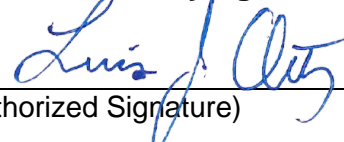
Re: Town of Juno Beach – Atlantic Boulevard

We hereby propose to do the following work:

Task	Description:	Lump Sum
1	Detailed Topographic Survey per Client: Detailed Topo, Inverts/Rims and Pipe Sizes of all Structures, Trees, Poles, etc. Topo should be 25 Foot Grid Plus High/Low Points in the Road and Swale on the North Side of the Road, Swale Flow Line and Top of Bank and Road Crowns	\$5,800

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, April 1, 2024.

GeoPoint Surveying, Inc.

By: 
(Authorized Signature)

Luis J. Ortiz, P.S.M.
Project Surveyor
Director of East Coast Operations

(Print Name and Title)

**Accepted By:
Simmons & White, Inc.**

By: _____
(Authorized Signature)

Date: _____

(Print Name and Title)

Please return one signed copy to: proposals@geopointsurveying.com

File Name: J:\Town of Juno Beach\Simmons & White\4. Proposals\Atlantic Boulevard\Topo tjb.LJO 04.01.2024

Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A" Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.



Meeting Name: Town Council
Meeting Date: May 8, 2024
Prepared By: Frank Davila, CFM
Item Title: 461 Venus Drive- Building Permit Extension Request

BACKGROUND:

Staff received a request from Mr. Matt Montgomery, President of Groundstone Inc., representative of 461 Venus Drive, to extend their Building Permit expiration date (see attachment #1). Under Code Sec. 6-24. – Administrative amendments, 105.4.1.5 Permits issued for projects occupying a total area of 10,000 square feet or more shall become invalid unless the work authorized by such permits is commenced and completed within thirty-six (36) months after issuance of the permits.

The building permit for the residence was issued on February 16, 2021, with an expiration date of February 16, 2024. On February 6, 2024, Mr. Montgomery requested a 90-day extension (see attachment #2). Under Code Sec. 6-24. – Administrative amendments, 105.4.1.5.2 A one extension of time for a period not exceeding ninety (90) days shall be allowed, provided the request for an extension is in writing and the permit holder demonstrates justifiable cause. For projects that require an extension of more than ninety (90) days, the permit holder may request a one-time extension from the Town Council for a period not to exceed twelve (12) months. Due to Mr. Montgomery's request, staff provided them with a 90-day extension set to expire on May 17, 2024. Mr. Montgomery is now requesting an additional extension past the initial 90-day extension, which requires Town Council approval.

Mr. Montgomery has indicated that the following items still need to be completed and he anticipates their completion by no later than November 17th, 2024.

- Sewer Line Installation
- Driveway
- Mechanical and Pool Equipment
- Landscaping

Staff has reached out to the HOA president for Ocean Side to receive their input on the proposed extension, staff has not received a formal response yet but once received it will be added as part of the backup material.

If the Town Council extends the Building Permit Expiration date to November 17th, 2024, and the work is not completed by such date, under Code Sec. 6-24. – Administrative amendments, 105.4.1.5.4, failure of the permit holder and/or property owner to complete the construction within the construction time schedule and any extensions, if applicable, constitutes a violation of this code and shall be referred to the Town’s Code Enforcement Special Magistrate. If a fine is imposed by the special magistrate, the issuance of a certificate of occupancy shall be withheld until the fine is paid in full.

If fines are imposed by the Special Magistrate, please note that staff will be seeking the fines to start on November 17th, 2024.

RECOMMENDATION:

Staff recommends for Town Council to consider the proposed request.

Attachment(s)

- 1. 461 Venus Dr. – Extension Request 2024 (6 months)
- 2. 461 Venus Dr. – Extension Request 2024 (90 days)
- 3. Juno Beach notification of expiring permit



April 30, 2024

Frank Davila, CFM
Town of Juno Beach
340 Ocean Drive, Juno Beach FL 33408

Re: 461 Venus Ave. permit extension request

Dear Frank,

This submission is to formally request a 120 day extension to the Building Permits for 461 Venus Ave. Current expiration is 5/17/2024.

We are requesting an additional extension due to delays in the site work, retaining wall construction, water & sewer service installation and permitting delays. In addition, issuance of the building permit prior to site work being completed resulted in over 6 month delay of the start.

The construction of the building is substantially completed. The remaining work is the installation of the sewer lines followed by the driveway, exterior mechanical and pool equipment, and rear landscaping. These items can not be installed until the sewer services are completed. We are hopeful this work can be completed by the end of June.

The following is a summary timeline and history, included the resulting delays:

Permits History:

Building permits were submitted in Fall of 2020. Permits were issued as follows:

- Site Wall Permit: 12/30/2020
- Water Service Permit: 2/11/2021
- Building Permit: 2/16/2021 (unit A & B)
- MEP Permits: 3/16/2021



GROUNDSTONE

Construction History:

In order to start the building construction, extensive site work and site wall construction had to be completed. Work started with the removal of the old water and sewer and installation of new service on the eastern property line. After the new service was completed, work could begin on the site wall was grading for the building pad. Even though the site wall permit was issued on 12/30/2020, the work could not start until the water services were completed.

Water Service Removal and Installation:

- Permit was issued on 2/11/2021.
- Work commenced on 2/19/2021.
- Town passed the rough water service on 3/26/2021.
- Removal of Asbestos water line was completed on 4/1/2021.

Site Wall Construction:

- Permit Issued on 12/30/2020, construction can't start until water service complete.
- Excavation and construction along the east and south sides commenced on 4/14/2021.
- Construction of east and south walls continued through end of June 2021.
- North wall construction starts on 6/27/2021
- Construction of North wall continues through 8/6/2021
- 8/02/2021: Town issues stop work order due to erosion and wall engineering concerns.
- Building still not started as of 8/6/2021 due to site wall and stop work order.
- Conversations with town and engineers starts to address concerns with erosion control and wall engineering.
- 10/11/2021: Injection pipes installed for soil stabilization.
- 11/13/2021: Installation of temporary erosion control installed. Still not approval on injection grouting.
- **12/15/2021: Town approves the start of building while wall construction concerns are addressed. 10 months after permit was issued.**
- 1/26/2022: Installation of chemical grout.
- **8/2/2021 - 8/30/2023: Site was gets approval from Town to restart. 2 year process to approve the stack block wall design.**
- **September 2023: Owner agrees to move north and west walls 1' - 2' further into property to accommodate adjacent neighbors hedge materials. As a result, sewer pump stations for both units has to be revised with Loxahatchee River District. (See timeline below)**
- November 2023: Site wall completed.



GROUNDSTONE

Lift Station/Sewer permitting:

- Lift station work could not commence until completion of walls.
- Permit needed to be revised due to the moving of the walls further into property.
- **October 2023 - April 2024: Permit revision takes 6 months to approve with LRD.**
- May 1, 2024: Preconstruction meeting to start utility work.
- June 15, 2024: Estimated completion and approval of LRD / Sewer work.

Building Construction:

- Permit issued: 2/16/2021 but construction can not start until site wall and grading completed.
- Work was scheduled to start in August but stop work order held up start until December.
- **10 months after issuance of permit, building starts.**
- Building proceeds but can not be completed until sewer service is installed.
- Wall construction delayed 2 years due to erosion and engineering concerns.
- LRD permitting causes another 6 month delay due to revision for moving of wall.
- Current estimated completion: June/July 2024

As the timeline above shows, the delays related to the site work, permitting and sewer installation are as follows:

- Delay for permit issuance to construction start: 10 months
- Wall approvals: 2 year process. Delay to critical path: 2 - 4 months.
- Delay with LRD permitting: 6 months.
- Total Delays: 16+ months.

As a result of the delays summarized above, we are requesting a 120 day extension from May 17, 2024 be granted. While we are hopeful for a June completion, we would prefer the extra time in case there are delays completing the on site and off site utility installation.

Thank you for your attention in this matter and please contact us if you require additional information.

Regards,



Matthew J. Montgomery



GROUNDSTONE

February 6, 2024

Re: 461 Venus Drive permit extensions. Permit #'s 20-8320-A, 20-8320-B.

To: Frank Davila,

This letter is a written request for a 90-day extension to the permits of the the new construction of a 2 unit duplex located at 461 Venus Drive, Juno Beach.

There are various permits for this projects, the main two being permits for the individual units, issued 2/16/2021(20-8320 A&B). In addition there are multiple sub contractor permits issued on multiple dates.

The request for a 90 day extension is necessary due to multiple reasons. Delays occurred due to the scope and complexity of the project, multiple weather days, and the sale of both units to future owners, resulting in added time for the selection of finishes and other change orders.

More specifically, the majority of the delays are due to the following:

- Site wall construction: Site wall construction was stopped about half way through to address permitting, erosion control, and engineering concerns. This resulted in a 3+ month stop work order, followed by an approximate 18 month process approving the wall design due to an extensive engineering review process. Upon issuance of permit, wall construction was completed.
- Site wall shift and Lift station, LRD permit: To accommodate adjacent neighbors hedges encroaching on the property, wall was voluntarily moved further into the property 1' - 2' depending on location. An unforeseen consequence of this move was the impact it had on the proposed sewer pumps on each property. As a result of moving the wall inwards, the lift stations had to be moved as well. This required modifying the plans and delay in the permitting. As of this date, the LRD permit for the sewer service is still in process.
- Current Status: Unit A interior and exterior spaces are essentially complete with the exception of the sewer installation, rear driveway grading and installation. Unit B will be win the same status by end of February. As soon as required sewer installation permitting is in place, construction will immediately start to install. Final inspections will happen after.

Thank you in advance for your cooperation on the requested extension. Feel free to contact me with any further questions.

Matthew J. Montgomery
President

2074 W. Indiantown Rd. Jupiter Park Drive, Suite 203 | Jupiter, FL 33458 |
561-239-9738

Matthew@Groundstone.net | www.Groundstone.net



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

August 31, 2023

Jutta Laukien
818 Ocean LLC
401 N Juno Lane
Juno Beach, FL 33408

Matthew Montgomery
Groundstone Inc
840 Jupiter Park Drive
Jupiter, FL 33458

RE: Juno Beach Building Permit No. 20-8320
461 Venus Drive – Units A & B – Juno Beach, FL

Dear Ms. Laukien and Mr. Montgomery:

The purpose of this letter is to give you advance notice that Juno Beach Building Permit No. 20-8320 for the construction of a two-family residence at 461 Venus Drive in Juno Beach, FL is scheduled to expire on **February 16, 2024**.

Section 6-24 of the Juno Beach Code of Ordinances pertains to time limits for construction projects within the Town of Juno Beach based on the square footage of the project. For projects, such as yours, that occupy a total area of 10,000 square feet or more, the building permit will become invalid unless all work authorized by the permit is completed within thirty-six (36) months of permit issuance i.e., February 16, 2021.

Included in the Code of Ordinances, however, is a mechanism that allows you to request a one-time extension of 90 days to complete all exterior portions of your project as described and as authorized in your original building permit. Exterior work that must be completed includes any work visible from the outside i.e., the project property must be fully landscaped, all driveways and walkways must be completed, all drainage and related site improvements must be completed and installed, and all construction debris, dumpsters, and temporary fences must be removed from the property. Following completion of all exterior work within this initially authorized 90-day time period, you may request additional extensions of time periods, not exceeding 90 days each, to complete remaining / unfinished interior work. Remaining work to be completed must not be visible from the exterior.

Please be advised that you must complete one of the below actions prior to February 16, 2024:

- 1) Successfully complete all required building and zoning inspections necessary to close-out Juno Beach Building Permit No. 21-9565, including all sub-contractor permits,

OR

- 2) Apply for and obtain an extension for completion of the project.

Failure to complete one of the above actions prior to expiration of the building permit constitutes a violation of the Juno Beach Code of Ordinances and a Special Magistrate Hearing will be scheduled at which fines and costs may be ordered.

Should you choose to apply for and obtain an extension, please contact Frank Davila, Director of Planning & Zoning, at 561/656-0306 regarding your intentions.

Please feel free to contact Mr. Davila if you have questions or need additional information.

Thank you for your cooperation.

Respectfully,



Lynn Hamel
Code Compliance Officer
Town of Juno Beach
561/627-0818
lhamel@juno-beach.fl.us



Town of Juno Beach

Item #7.

340 Ocean Drive, Juno Beach, Florida 33408
Phone: (561) 626-1122 Fax: (561) 775-0812

NOTIFICATION OF EXPIRING PERMIT

Date: September 1, 2023

Permit Expiration: **02/16/2024**

Permit Number: 20-8320

Job Address: 461 Venus Drive Units A & B

Owner's Name: 818 Ocean LLC

Owner's Address: 401 N Juno Lane
Juno Beach, FL 33408

Owner's Phone Number: (561)781-0070

CONTRACTOR'S INFORMATION:

Contractor's Name: Matthew Montgomery
GROUNDSTONE INC

Contractor's Address: 840 Jupiter Park Drive
Jupiter, FL 33458

Contractor's Phone: (561) 781-0070

License Number: FL CGC1505565

The original building permit covers a single period of 24 months to complete a project even with approved inspections as per Section 34.119 of the Juno Beach Code of Ordinances. The contractor or owner/builder will have to resubmit for the building permit if your extension request is not approved and / or if you fail to meet the specified requirements.

Town of Juno Beach Building Division



TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408
PHONE 561.626.1122 FAX 561.775.0812
Website: www.juno-beach.fl.us
Email: juno-beach@juno-beach.fl.us

April 18, 2024

Jutta Laukien
818 Ocean LLC
401 N Juno Lane
Juno Beach, FL 33408

Matthew Montgomery
Groundstone Inc
840 Jupiter Park Drive
Jupiter, FL 33458

RE: Juno Beach Building Permit No. 20-8320
461 Venus Drive – Units A & B – Juno Beach, FL

Dear Ms. Laukien and Mr. Montgomery:

The purpose of this letter is to notify you that Juno Beach Building Permit No. 20-8320 for the construction of a two-family residence at 461 Venus Drive in Juno Beach, FL is scheduled to expire on **May 17, 2024.**

Per Section 6-24 of the Juno Beach Code of Ordinances regarding time limits for construction projects, Juno Beach Building Permit No. 20-8320 was originally scheduled to become invalid unless all work authorized by the permit was completed by February 16, 2024. However, based upon your February 6, 2024 written request for a 90-day extension to the referenced building permit, Frank Davila, Director of Planning & Zoning, authorized a one-time extension of 90 days to provide time to complete all exterior portions of your project at 461 Venus Drive. This authorization for a one-time extension is provided for in Section 6-24 and, therefore, extended the building permit’s expiration date to May 17, 2024.

Please be advised that you must complete one of the below actions prior to May 17, 2024:

- 1) Successfully complete all required building and zoning inspections necessary to close-out Juno Beach Building Permit No. 21-9565, including all sub-contractor permits,

OR

- 2) Request a one-time extension from the Juno Beach Town Council for a period of time not to exceed twelve (12) months. To make such a request, please submit a written request to Mr. Davila to be placed on the Agenda for the Town Council Meeting scheduled for May 8, 2024.

Failure to complete one of the above actions prior to expiration of the building permit (May 17, 2024) constitutes a violation of the Juno Beach Code of Ordinances and a Special Magistrate Hearing will be scheduled at which fines and costs may be ordered. If fines / costs are imposed by the Special Magistrate, the issuance of a Certificate of Occupancy will be withheld until all monies due to the Town of Juno Beach are paid in full.

Please feel free to contact Mr. Davila if you have questions or need additional information.

Thank you for your cooperation.

Respectfully,



Lynn Hamel
Code Compliance Officer
Town of Juno Beach
561/627-0818
lhamel@juno-beach.fl.us



Town of Juno Beach

Item #7.

340 Ocean Drive, Juno Beach, Florida 33408
Phone: (561) 626-1122 Fax: (561) 775-0812

NOTIFICATION OF EXPIRING PERMIT

Date: April 18, 2024

Permit Expiration: **05/17/2024**

Permit Number: 20-8320

Job Address: 461 Venus Drive Units A & B

Owner's Name: 818 Ocean LLC

Owner's Address: 401 N Juno Lane
Juno Beach, FL 33408

Owner's Phone Number: (561/781-0070)

CONTRACTOR'S INFORMATION:

Contractor's Name: Matthew Montgomery
GROUNDSTONE INC

Contractor's Address: 840 Jupiter Park Drive
Jupiter, FL 33458

Contractor's Phone: (561) 781-0070

License Number: FL CGC1505565

The original building permit covers a single period of 24 months to complete a project even with approved inspections as per Section 34.119 of the Juno Beach Code of Ordinances. The contractor or owner/builder will have to resubmit for the building permit if your extension request is not approved and / or if you fail to meet the specified requirements.

Town of Juno Beach Building Division



Meeting Name: Town Council
Meeting Date: May 8, 2024
Prepared By: Davila, F. CFM.
Item Title: Ordinance No. 785 - Schedule of Off-Street Parking Requirements Multiple-Family Use (First Reading)

DISCUSSION:

At the February 5th, 2024, Planning and Zoning Board meeting, the Board discussed Parking within the Town. The Board unanimously recommended to Council to have the Town's Traffic Engineer conduct a study on parking issues in the Town with focus on reducing the need for on-street parking and emphasizing on multi-family, hotels/motels, and commercial mixed-use designations and to use staff's table as a reference (see the attached chart) and provide a professional opinion on the proposed changes.

At the February 28th, 2024, Town Council meeting, Council directed staff to get a ballpark figure from the traffic engineer on conducting a townwide parking study and to look into the revisions of the current multi-family and guest spot requirements.

At the May 1st, 2024, Town Council meeting, staff provided Council the cost for the Town Engineer to perform a townwide review of the Town's parking code and to perform a parking study, the proposal amount is \$14,500. The Council decided not to move forward with the Town wide review of the parking code and directed staff to move forward with the code text amendment for the multi-family use section of the parking code along with additional amendments within the Commercial General, Commercial Office, and Medical Commercial zoning districts and other districts as they relate to multi-family parking.

The Planning and Zoning Board is scheduled to review and provide a recommendation on proposed Ordinance No. 785 at their May 6th meeting. If there are changes recommended by the Planning and Zoning Board, these changes will be provided to Town Council prior to the May 8th meeting.

As directed by Council, staff is proposing to amend Code Section 34-981(b)(5), schedule of off-street parking requirements, multiple-family dwelling to provide for the following:

- To modify the requirement of parking spaces per unit to a minimum of 2 parking spaces per dwelling unit (for all dwelling units),
- To modify the requirement of guest parking spaces from 1 guest parking space for every 7 units to 1 guest parking space for every 5 units.

The Town’s current code, for multiple family requires the following:

Multiple-Family Dwelling	2 spaces per dwelling unit for the initial 20 units; 1.75 spaces for each from 21 through 50; 1.50 spaces for units 51 and more. In addition, one guest space shall be required for every 7 units.
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In addition, staff is proposing to modify the following sections of the code to refer parking requirements only to Article IV, division 4.

- Code Section 34-290, building site area regulations for the Residential Multiple-Family – Medium Density Zoning District.
- Code Section 34-314, building site area regulations for the Residential Multiple-Family – Moderate Density Zoning District.
- Code Section 34-337 building site area regulations for the Residential, Transient and Multiple-Family – Moderate Density Zoning District.
- Code Section 34-368 building site area regulations for the Residential Multiple-Family – High Density Zoning District.
- Code Section 34-400 building site area regulations for the Multiple-Family – Moderate Density Open Space Option Zoning District.
- Code Section 34-631(12)(a), building site area regulations for the Commercial General Zoning District.
- Code Section 34-658, building site area regulations for the Commercial Office Zoning.
- Code Section 34-855(10), building site area regulations for the Commercial Office Zoning District.

RECOMMENDATION:

Staff recommends that the Town Council review and consider Ordinance No. 785 on first reading.

Attachment(s):

1. Comparative Parking Requirement Chart
2. Ordinance No. 785.

COMPARATIVE PARKING STANDARDS – WITH JUNO BEACH, NORTH PALM BEACH, JUPITER, TEQUESTA AND PALM BEACH

USES	PARKING REQUIREMENTS				
	JUNO BEACH Section 34-981	NORTH PALM BEACH Section 45-31	JUPITER Section 27-2828	TEQUESTA Section 78-705	PALM BEACH Section 134-2176
Accessory Apartments	1 space per dwelling unit if 750 sq. ft. or less; 2 spaces per dwelling unit if greater than 750 sq. ft.	1.25 per unit for all types except detached single family dwelling not permitted.	1 parking space for a one bedroom or studio dwelling unit; 1.5 parking spaces for two bedrooms; 2 parking spaces for accessory residential with three bedrooms + 1 for each bedroom over 3 bedrooms.	No specific regulations for this use.	Please see below.
Single and Two-Family Dwellings and Townhouses	2 spaces per dwelling unit. In addition, for developments with 3 or more attached units, one guest space shall be required for every 7 units.	1.25 per unit for all types except detached single family dwelling not permitted.	2 parking spaces for the first 3 bedrooms + 1 parking space for each bedroom over 3 bedrooms.	Two spaces per dwelling unit. For Two-Family, two spaces per dwelling unit.	For Two-Family Dwellings and townhouses: 2 per dwelling unit, plus one additional per each 5 family dwelling units or portion thereof. Any unit larger than 3,000 square feet shall provide 3 parking spaces plus one additional per each 5 dwelling units or portion thereof. For Single Family dwellings: Two per dwelling unit of 3,000 feet of floor area or less, plus one additional space per each 3,000 square feet or portion thereof of floor area above 3,000 square feet.
Multi Family	2 spaces per dwelling unit for the initial 20 units; 1.75 spaces for each from 21 through 50; 1.50 spaces for units 51 and more. In addition, one guest space shall be required for every 7 units.	For each multiple-family dwelling unit, there shall be provided two (2) or more parking spaces. in accordance with the following formula: Two (2) such spaces shall be provided for each dwelling unit containing not more than two (2) bedrooms, and two and one-half (2½) of such spaces shall be provided for each dwelling unit containing three (3) or more bedrooms.	1.5 parking spaces for a one-bedroom unit 1; 2 parking spaces for 2- and 3-bedroom units + 1 for each bedroom over 3 bedrooms + guest parking of 2 per 10 units for the first 50 units + 1.5 per 10 units for all units over 50 units.	Two spaces per dwelling unit.	a. 3 units - 8 spaces; b. 4 units - 11 spaces; 5 units - 13 spaces; 6 or more units - 2 per dwelling unit plus 1 per five units or portion thereof.
Beach, Swimming, Tennis, Golf and Yacht Clubs, etc.	1 space per each 300 sq. ft. of clubhouse space plus 20 spaces for each swimming pool, 2 spaces for each tennis court, 2 spaces for each golf hole and one space for each boat slip.	Private clubs, lodges, or union headquarters: One (1) per three (3) members based on the maximum design capacity of the facility. Non-Private Clubs: One (1) per five (5) members.	Greater of 1 per 3 seats or 1 per 300 SF of GFA (Gross Floor Area).	<i>Assembly uses, places of assembly:</i> One space per 50 square feet of floor area. Shared parking can be applied to a maximum of 30 percent of the total parking requirement.	One per four members.
Beauty Shops, Barbershop, medical and dental, etc.	1 parking space per 200 sq. feet of gross floor area.	Two (2) per barber or three (3) per beautician based on the design capacity of the structure.	1 per 200 SF of GFA.	One space per 200 square feet of gross floor area, or two spaces per barber chair or three spaces per beautician station, based on the design capacity of the establishment.	One per 200 square feet of gross leasable area (GLA).
Commercial Retail (excluding Convenience stores)	1 parking space per 200 sq. ft. of gross floor area.	One (1) per two hundred (200) square feet of retail floor space (includes convenience stores). For Shopping Center of 5 or more stores/or 15,000 sq. ft.: 4 sq. ft., there shall be a ratio of four (4) square feet of parking (including driveways required for ingress and egress and circulation) to each one (1) square foot of retail floor space.	1 per 250 SF of GFA.	One space per 250 square feet of gross floor area which is devoted to sales, display and customer service.	One per 200 square feet of gross leasable area (GLA).

COMPARATIVE PARKING STANDARDS – WITH JUNO BEACH, NORTH PALM BEACH, JUPITER, TEQUESTA AND PALM BEACH

USES	PARKING REQUIREMENTS				
	JUNO BEACH Section 34-981	NORTH PALM BEACH Section 45-31	JUPITER Section 27-2828	TEQUESTA Section 78-705	PALM BEACH Section 134-2176
Convenience Stores	1 space per 300 sq. ft. of gross floor area.	One (1) per two hundred (200) square feet of retail floor space.	1 per 250 SF of GFA.	One space per 250 square feet of gross floor area which is devoted to sales, display and customer service.	One per 200 square feet of gross leasable area (GLA).
Trust Companies	1 space per 300 sq. ft. of gross floor area.	One (1) per three hundred (300) square feet of usable floor area, plus one (1) per each three (3) employees.	Number of spaces to be determined by the director of planning and zoning (For Uses not listed in parking table).	<i>Uses not specifically mentioned:</i> For any use not specifically mentioned, off-street parking requirements for a use which is mentioned and to which the such use is similar shall apply.	One per 200 square feet of gross leasable area (GLA).
Commercial banks, savings and loan associations	1 space per 300 sq. ft. of gross floor area; stacking lane of 5 cars per window.	One (1) per three hundred (300) square feet of usable floor area, plus one (1) per each three (3) employees.	1 per 250 SF of GFA.	<i>Financial institutions:</i> One space per 200 square feet of gross floor area, plus five tandem waiting or loading spaces per drive-in lane.	One per 200 square feet of gross leasable area (GLA).
Furniture Stores (over 5,000 sq. ft.)	1 space per 600 sq. ft. of gross floor area.	One (1) per two hundred (200) square feet of retail floor space.	1 per 250 SF of GFA.	<i>Retail sales and service:</i> One space per 250 square feet of gross floor area which is devoted to sales, display and customer service.	One per 200 square feet of gross leasable area (GLA).
Furniture Stores (under 5,000 sq. ft.)	1 space per 350 sq. ft. of gross floor area.	One (1) per two hundred (200) square feet of retail floor space.	1 per 250 SF of GFA.	<i>Retail sales and service:</i> One space per 250 square feet of gross floor area which is devoted to sales, display and customer service.	One per 200 square feet of gross leasable area (GLA).
Business and professional offices	1 space per 300 sq. ft. of gross floor area.	One (1) per three hundred (300) square feet of usable floor area, plus one (1) per each three (3) employees.	1 per 250 SF of GFA.	<i>Business and professional service, except for financial institutions:</i> One space per 300 square feet of gross leasable area.	One per 250 square feet of gross leasable area (GLA).
Hotel/Motel	1.25 spaces per each occupancy unit plus one space for each three seats offered to the public for restaurant and lounge purposes and one space per 100 sq. ft. of meeting space. Additional spaces may be required for retail shops, beauty shops and barbershops, athletic clubs, etc. if expected to attract additional outside traffic.	Three (3) spaces, plus an additional space for each guest bedroom, plus an additional space for each fifteen (15) rooms or portions thereof. For example, a fifteen-room motel would need nineteen (19) parking spaces.	1 per room + 1 per 5 rooms for employees + 1 per 85 SF of GFA for restaurant or meeting areas + 1 per 2 seats for lounge areas.	<i>Hotel, bed and breakfast:</i> One space for each room or suite and one space for each employee on the shift of greatest employment. See subsection (2) of this section (assembly use) for conference facilities and see subsection (28) of this section (restaurants, standard) for those accessory use parking space requirements.	One and three-fourths per unit with two or fewer rooms, and 2.75 per unit with more than two rooms; plus one for each 2.5 seats of conference capacity including auditorium, ballroom, banquet facilities, convention hall, gymnasium, meeting rooms, or other similar places of assembly.
Restaurants, nightclubs and/or other eating places	1 space per 90 sq. ft. of gross floor area. For restaurants and shopping plazas with restaurants, a minimum of 60% of the required spaces shall occur on the back yard of the site, not on the street side.	One (1) space for each seventy-five (75) square feet of area devoted to patron use, or one (1) space per three (3) fixed seats, whichever is the greater, plus one (1) space for each one and one-half (1½) projected employees who would be actually working during peak employment hours.	1 per 85 SF of GFA including outdoor seating areas.	<i>Restaurants (standard):</i> One space per three seating accommodations, or one space per 100 square feet of gross floor area, whichever is greater, including permitted outdoor seating areas.	One for each three proposed fixed seats, and/or one for each 45 square feet of floor area in the proposed public seating area not having fixed seats, plus one for each 300 square feet of floor area in the remainder of the floor area.
Libraries & Museums	1 space per 500 sq. ft. of gross floor area.	One (1) per three (3) people based on the maximum design capacity of the structure - places of assembly without fixed seating.	1 per 250 SF of GFA.	<i>Public library:</i> One space per 300 square feet of gross floor area for public use.	One per 500 square feet.

COMPARATIVE PARKING STANDARDS – WITH JUNO BEACH, NORTH PALM BEACH, JUPITER, TEQUESTA AND PALM BEACH

USES	PARKING REQUIREMENTS				
	JUNO BEACH Section 34-981	NORTH PALM BEACH Section 45-31	JUPITER Section 27-2828	TEQUESTA Section 78-705	PALM BEACH Section 134-2176
Residential Substance Abuse Centers	1 parking space per four patient beds or residents plus one space per employee on shift of greatest employment.	Use is not permitted in C-MU District.	Number of spaces to be determined by the director of planning and zoning (For Uses not listed in parking table).	One space per patient bed. In addition, rehabilitation facilities that provide outpatient treatment to non-residential patients shall provide an additional number of parking spaces equivalent to five percent of the parking spaces required to be provided based on patient beds.	The Palm Beach Zoning Code does not address this use.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 785

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA AMENDING CHAPTER 34, "ZONING," OF THE TOWN CODE OF ORDINANCES TO REVISE THE OFF-STREET PARKING REQUIREMENTS FOR MULTI-FAMILY USES AND APPLY THE REVISED REQUIREMENTS TOWN-WIDE; AMENDING ARTICLE III, DISTRICT REGULATIONS," BY AMENDING THE BUILDING SITE AREA REGULATIONS IN DIVISION 3, "RESIDENTIAL MULTIPLE-FAMILY – MEDIUM DENSITY (RM-1) ZONING DISTRICT," DIVISION 4, "RESIDENTIAL MULTIPLE-FAMILY – MODERATE DENSITY (RM-2) ZONING DISTRICT," DIVISION 5, "RESIDENTIAL, TRANSIENT AND MULTIPLE-FAMILY – MODERATE DENSITY (RMT) ZONING DISTRICT," DIVISION 6, "RESIDENTIAL MULTIPLE-FAMILY – HIGH DENSITY (RH) ZONING DISTRICT," DIVISION 7, "RESIDENTIAL MULTIPLE-FAMILY – MODERATE DENSITY OPEN SPACE OPTION (RM-00) ZONING DISTRICT," DIVISION 14, "COMMERCIAL GENERAL (CG) ZONING DISTRICT," DIVISION 15, "COMMERCIAL OFFICE (CO) ZONING DISTRICT," AND DIVISION 22, "MEDICAL COMMERCIAL (MC) ZONING DISTRICT;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council determines that the current off-street parking requirements for multi-family use within the Town's zoning districts allowing such use are insufficient to meet current parking demands; and

WHEREAS, the Town Council wishes to increase the off-street parking requirement for multi-family use to two spaces per residential unit and require one guest space for every five units and apply this requirement on a Town-wide basis; and

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

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

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

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

Section 2. The Town Council hereby amends Article III, "District Regulations," of Chapter 34, "Zoning," of the Town Code of Ordinances to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

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DIVISION 3. RESIDENTIAL MULTIPLE-FAMILY – MEDIUM DENSITY (RM-1) ZONING DISTRICT

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Sec. 34-290. Building site regulations.

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(18) Minimum parking: See article IV, division 4 of this chapter. ~~For multi-family developments: two spaces per dwelling unit for the first 200 units; 1.75 spaces for the next 21-50 units; and 1.5 spaces for each dwelling unit in excess of 50. Also, one guest space for ever seven dwelling units.~~

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DIVISION 4. RESIDENTIAL MULTIPLE-FAMILY – MODERATE DENSITY (RM-2) ZONING DISTRICT.

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Sec. 34-314. Building site regulations.

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(18) Minimum parking: See article IV, division 4 of this chapter. ~~For multi-family developments: two spaces per dwelling unit for the first 200 units; 1.75 spaces for the next 21-50 units; and 1.5 spaces for each dwelling unit in excess of 50. Also, one guest space for ever seven dwelling units.~~

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DIVISION 5. RESIDENTIAL, TRANSIENT AND MULTIPLE-FAMILY – MODERATE DENSITY (RMT) ZONING DISTRICT.

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Sec. 34-337. Building site regulations.

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(18) Minimum parking: See article IV, division 4 of this chapter. ~~For multi-family developments: two spaces per dwelling unit for the first 200 units;~~

1 ~~1.75 spaces for the next 21-50 units; and 1.5 spaces for each dwelling~~
2 ~~unit in excess of 50. Also, one guest space for ever seven dwelling units.~~

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7 DIVISION 6. RESIDENTIAL MULTIPLE-FAMILY – HIGH DENSITY (RH)
8 ZONING DISTRICT.

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11 **Sec. 34-368. Building site regulations.**

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16 (18) Minimum parking: See article IV, division 4 of this chapter. ~~For multi-~~
17 ~~family developments: two spaces per dwelling unit for the first 200 units;~~
18 ~~1.75 spaces for the next 21-50 units; and 1.5 spaces for each dwelling~~
19 ~~unit in excess of 50. Also, one guest space for ever seven dwelling units.~~

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23 DIVISION 7. RESIDENTIAL MULTIPLE-FAMILY – MODERATE DENSITY
24 OPEN SPACE OPTION (RM-00) ZONING DISTRICT.

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28 **Sec. 34-400. Building site regulations.**

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32 (19) Minimum parking:

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36 b. Minimum parking: see article IV, division 4 of this chapter. ~~For~~
37 ~~multi-family developments: two spaces per dwelling unit for the~~
38 ~~first 200 units; 1.75 spaces for the next 21-50 units; and 1.5~~
39 ~~spaces for each dwelling unit in excess of 50. Also, one guest~~
40 ~~space for ever seven dwelling units.~~

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DIVISION 14.COMMERCIAL GENERAL (CG) ZONING DISTRICT.

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Sec. 34-631. Building site regulations.

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(12) Minimum parking:

- a. See article IV, division 4 of this chapter. ~~In addition, a minimum of two parking spaces shall be required per residential unit for permitted residential uses.~~

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DIVISION 15. COMMERCIAL OFFICE (CO) ZONING DISTRICT

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Sec. 34-658. Building site area regulations.

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Minimum parking	See article IV, division 4 of this chapter. However, one parking space shall be required per residential unit and one guest parking space shall be required for every three residential dwelling units.
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DIVISION 22. MEDICAL COMMERCIAL (MC) ZONING DISTRICT

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Sec. 34-856. Building site regulations.

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(10) Minimum parking:

- a. See article IV, division 4 of this chapter. ~~In addition, a minimum~~

of two parking spaces shall be required per residential unit for permitted residential uses.

* * *

Section 3. The Town Council hereby amends Division 4, "Parking Requirements," of Article IV, "Supplemental Regulations," of Chapter 34, "Zoning," of the Town Code of Ordinances to read as follows (additional language is underlined and deleted language is stricken through):

* * *

Sec. 34-981. General requirements; off-street parking plan.

* * *

(b) *Off-street parking plan.*

* * *

(5) *Schedule of off-street parking requirements.*

a. *Generally.* The schedule of off-street parking requirements is as follows. The town encourages the use of angled parking for its residents.

**SCHEDULE OF OFF-STREET PARKING REQUIREMENTS
JUNO BEACH, FLORIDA**

Use	Space Required Per Unit (unless otherwise specified in a particular zoning district)
Accessory apartment	1 space per dwelling unit if 750 sq. ft. or less; 2 spaces per dwelling unit if greater than 750 sq. ft.
Single- and two-family dwellings and townhouses	2 spaces per dwelling unit. In addition, for developments with 3 or more attached units, one guest space shall be required for every 7 units.
Multiple-family dwelling	2 spaces per dwelling unit for the initial 20 units; 1.75 spaces for each from 21 through 50; 1.50 spaces for units 51 and more. In addition, one guest space shall be required for every <u>7</u> <u>5</u> units.

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Section 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Juno Beach.

Section 5. If any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 6. All ordinances or parts of ordinances of the Town of Juno Beach, Florida, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be effective immediately upon adoption.

FIRST READING this ____ day of _____, 2024.

SECOND, FINAL READING AND ADOPTION this ____ day of _____, 2024.

AYE

NAY

PEGGY WHEELER, MAYOR

AYE

NAY

DD HALPERN, VICE MAYOR

AYE

NAY

MARIANNE HOSTA, VICE MAYOR PRO TEM

AYE

NAY

JACOB ROSENGARTEN, COUNCILMEMBER

AYE

NAY

DIANA DAVIS, COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

CAITLIN COPELAND-RODRIGUEZ
TOWN CLERK

LEONARD G. RUBIN
TOWN ATTORNEY



Meeting Name: Town Council Meeting
Meeting Date: May 8, 2024
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Town Events for Fiscal Year 2024-2025

DISCUSSION:

Town Staff proposes the following list of public events for the 2024 - 2025 fiscal year and their proposed budgets:

- 9/11 Remembrance Ceremony (Wednesday, September 11, 2024, from 9AM-10AM) - \$2,000;
- Oktoberfest (Friday, October 18, 2024, from 4PM-7PM) - \$7,000;
- Veteran's Day Event (Monday, November 11, 2024, 11AM-12PM) - \$1,500;
- Christmas by the Lake (Friday, December 6, 2024, from 5:30PM-7:30PM) - \$3,000;
- Hanukkah Celebration (Thursday, December 19, 2024, from 5PM-6:30PM) - \$2,000;
- Juno Beach Night Out Against Crime (Tuesday, January 21, 2025, from 4PM-7PM) - \$4,000;
- Food Truck Night at Juno Beach (Thursday, February 13, 2025, from 4PM-7PM) - \$2,000; and
- Arbor Day Celebration (Friday, April 25, 2025, from 9AM-9:30AM) - \$500.

RECOMMENDATION:

Town Staff recommends that the Town Council make a motion to approve the above event list and their corresponding budgets (to not exceed) for Fiscal Year 2024-2025.