



TOWN COUNCIL REGULAR MEETING AGENDA

September 27, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

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

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

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

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

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

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

PRESENTATIONS

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

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

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

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

COUNCIL ACTION/DISCUSSION ITEMS

9. Resolution #2023-15 Adopting the 2023-2024 Millage Rate and
Resolution #2023-16 Adopting the 2023-2024 General Fund Budget
10. Second Reading - Ordinance No. 771 – 2022-2023 Budget Amendments
11. Resolution No. 2023-18 (Acceptance of Proposal of Mauldin & Jenkins, LLC to serve as Town Auditor)
12. Ordinance # 769 – Amending Chapter 7 Floodplain Regulations (2nd Reading)
13. Ordinance No. 770 – Repeal of Ordinance No. 568 (2nd Reading)
14. Resolution 2023-17 Personnel Policy Modifications
15. 2023 Proposed Council/Employee Holiday Party
16. Discussion - Kagan Park Playground
17. FPL Street Light Discussion- Turtle Friendly Light Options
18. Draft Ordinance creating Audit Oversight Committee
19. Appropriations for Undergrounding FPL Transmission Lines
20. Discussion – Parks and Recreation Committee
21. Discussion - Slope Review for JB0 and Mobi-Mats

**COMMENTS FROM THE COUNCIL
ADJOURNMENT**



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Caitlin E. Copeland-Rodriguez
Item Title: Recognizing Palm Beach State College's 90th Anniversary

DISCUSSION:

At the August 23, 2023, Town Council Meeting, Council approved a Proclamation Honoring the 90th Anniversary of Palm Beach State College (PBSC).

At this meeting, the Town of Juno Beach will recognize the 90th Anniversary of PBSC and will supply them with a copy of the approved proclamation.



PROCLAMATION
Town of Juno Beach of Palm Beach County, Florida
HONORING THE 90TH ANNIVERSARY OF
PALM BEACH STATE COLLEGE

WHEREAS, Palm Beach State College was founded in 1933 as Florida’s first public two-year college and has continuously served the educational needs of Palm Beach County residents for 90 years, first as a junior college, then as a community college, and today as a state college; and

WHEREAS, Palm Beach State College, since opening its doors on November 14, 1933, as Palm Beach Junior College, has grown from 41 local students in three classrooms to 40,000 students from 151 countries and territories, studying on five campuses located in Boca Raton, Belle Glade, Lake Worth, Loxahatchee Groves, and Palm Beach Gardens, and online; and

WHEREAS, Palm Beach State College, established during the Great Depression when there was no institute of higher learning in Palm Beach County, is now an economic engine, pumping \$1.1 billion into the county’s economy each year; and

WHEREAS, Palm Beach Junior College merged with Roosevelt Junior College, in 1965, which was established in 1958 to serve African American students; and

WHEREAS, Palm Beach State College has been integral to the remarkable growth and prosperity of Palm Beach County. Our graduates—community and business leaders for generations—have impacted every industry and continue to do so today; and

WHEREAS, Palm Beach State College, one of the top producers of associate degree graduates in the United States, also offers baccalaureate degrees, professional certificates, career training, and corporate and continuing education; and

WHEREAS, with more than 130 programs of study, Palm Beach State College is the county’s leading educator of skilled professionals. Career programs span fields such as health care, computer science, business, biotechnology, creative arts, childcare, human services, teacher education, environmental science, landscape management, a wide variety of skilled trades, engineering, electrical power, and public safety; and

WHEREAS, Palm Beach State College’s mission of providing accessible, student-centered teaching and learning experiences in academic, technical and lifelong learning to transform lives and strengthen our community is crucial to the vitality of the Town of Juno Beach; and

WHEREAS, Town of Juno Beach, Florida, commemorates the 90th Anniversary of Palm Beach State College with appreciation for its vital role as a provider of excellence in education and career training, and as a driver of economic mobility in partnership with our community, Palm Beach County and State of Florida.

NOW, THEREFORE, I, Alexander Cooke, Mayor of the Town of Juno Beach, do hereby proclaim the honoring of the:

"90TH ANNIVERSARY OF PALM BEACH STATE COLLEGE"

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of August, 2023.

TOWN OF JUNO BEACH, FLORIDA

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, MMC, Town Clerk





Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Caitlin E. Copeland-Rodriguez
Item Title: Palm Beach County Fire Rescue

DISCUSSION:

Palm Beach County Fire Rescue would like to present on the addition of whole blood to the medical services that they provide to the community.



TOWN COUNCIL MEETING MINUTES

September 13, 2023 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

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

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

AUDIENCE: 36

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave unanimous consensus to add a Discussion on Veteran’s Day Event as the first discussion item per the request of Councilmember Halpern; and added the Justice Assistance Grant Allocation letter to the consent agenda.

PRESENTATIONS

1. Swearing in Major Mark Saloio
2. Swearing in New Police Officer Matthew Ricci

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

Council gave unanimous consensus to have a discussion on an employee holiday party at the next meeting; have an a la carte option for landscape maintenance on the future Request for Proposal; and to remove the TV from the Council Chambers.

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 5:50pm.

Public Comments Closed at 5:50pm.

CONSENT AGENDA

3. Town Council Meeting Minutes for August 23, 2023
4. Kagan Park Playground Equipment Workshop Minutes - August 24, 2023
5. Palm Beach Countywide Justice Assistance Grant FY 22/23 Allocation Letter

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

ACTION: *The motion passed unanimously.*

COUNCIL ACTION/DISCUSSION ITEMS

(Public Comment Period was given for each item below.)

5. Discussion on Veteran's Day Event

MOTION: *Halpern/Hosta made a motion to remove the Veterans Day Event planning from the Juno Beach Police Foundation back to Town Staff and refund the Foundation for any costs spent at this time relating to the event.*

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

6. Discussion on Polco's Survey Services

Mayor Cooke passed the gavel to Vice Mayor Wheeler.

MOTION: *Halpern/Cooke made a motion to utilize Polco's services as specified in the proposed contract and authorize the Town Manager to execute the contract.*

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

7. Resolution 2023-13 – Amending the Town of Juno Beach Fee Booklet

MOTION: *Halpern/Cotronakis made a motion to approve Resolution No. 2023-13 – Amending the Town of Juno Beach Fee Booklet.*

ACTION: *The motion passed unanimously.*

8. Building Official Contract Services Second Amendment

MOTION: *Halpern/Cotronakis made a motion to approve the second amendment to the contract for the Building Official, Plan Review, and Inspection Services with Diversified Building Department Management Corp.*

ACTION: *The motion passed unanimously.*

9. Resolution No. 2023-14 – Creation of Building Code Restricted Reserve Account

MOTION: Cotronakis/Halpern made a motion to approve Resolution No. 2023-14 – Creation of Building Code Restricted Reserve Account.

ACTION: The motion passed unanimously.

10. Approving the 2023-2024 Tentative Millage Rate

MOTION: Halpern/Wheeler made a motion to approve the millage tax rate at 1.8195 mills for Fiscal Year 2023-2024.

ACTION: The motion passed unanimously.

11. Approving the 2023-2024 Tentative Budget and Other Items

MOTION: Halpern/Cotronakis made a motion to approve the 2023-2024 tentative annual budget.

ACTION: The motion passed unanimously.

MOTION: Cotronakis/Wheeler made a motion to approve the Classification & Pay Schedule and 5-Year Capital Improvement Plan for Fiscal Year 2023-2024.

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

12. Ordinance No. 771 – 2022-2023 Budget Amendments

MOTION: Wheeler/Cotronakis made a motion to approve Ordinance No. 771 – on first reading – Amending the Fiscal Year 2022-2023 Annual Budget.

ACTION: The motion passed unanimously.

13. Charter Review Committee Recommendations

Council gave unanimous consensus to leave Article V as is; accept the recommended changes to Article III but to include the term “policies” as discussed to Section 1(c) and amend Section 3(1) to be in accordance with 6(a); and accept the recommended changes to Article VI and remove any pronouns.

COMMENTS FROM THE COUNCIL

Council gave unanimous consensus to add the discussion on bocce court/shuffleboard to the Kagan Park Playground discussion at the next meeting; have a discussion on sponsorships on Town Events at a future meeting; add a discussion on Donations for a Veterans Organization at the October meeting; and add a Discussion on Pelican Lake Maintenance to the Pelican Lake Workshop agenda.

ADJOURNMENT

Mayor Cooke adjourned the meeting at 8:58pm.

Alexander Cooke, Mayor

Caitlin E. Copeland-Rodriguez, Town Clerk



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Proclamation – Florida City Government Week 2023

DISCUSSION:

The City Government is the Government closest to most citizens, and the one with the most direct daily impact upon its residents.

Florida City Government Week is set aside as a time to recognize the important role played by city government in our lives. The Town of Juno Beach demonstrates this through our accessible Town Staff and community-oriented events.

Staff ordered stickers and will be promoting Florida City Government Week from October 16 – October 22.

RECOMMENDATION:

Town Staff recommends Town Council approve the Proclamation for Florida City Government Week 2023.



PROCLAMATION
Town of Juno Beach of Palm Beach County, Florida
Florida City Government Week 2023

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, the Town of Juno Beach has a vision of a seaside community where neighbors join to share in our exceptional quality of life; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is set aside as a time to recognize the important role played by city government in our lives and the Town of Juno Beach demonstrates this through our accessible Town Staff and the community oriented events, such as Food Truck Nights, Juno Beach National Night Out Against Crime, Oktoberfest, Christmas by the Lake, Hanukkah Celebration, and monthly Coffee with a Cop and Council Hour programs.

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE, the Town of Juno Beach, does hereby proclaim October 16th – 22nd, 2023 as:

“FLORIDA CITY GOVERNMENT WEEK”

IN WITNESS WHEREOF, I have here unto set my hand and caused the official seal of the Town of Juno Beach, Florida, to be affixed this 27th day of September 2023.

TOWN OF JUNO BEACH, FLORIDA

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, MMC, Town Clerk



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Request for Funding Approval for the 2023 Christmas by the Lake and Hanukkah Celebration Events

DISCUSSION:

As the Council is aware, for the past several years the Town has hosted Christmas by the Lake and Hanukkah Celebration events with staff as the coordinators, preppers, cooks, bartenders, decorators, etc.

For this year’s **Christmas by the Lake** event, staff would like to recommend Doris Italian Market & Bakery as the caterer in a buffet style format with the menu consisting of the following:

(The cost for each item is based off 300 people.)

- Tossed Salad.....\$ 449.70
- Penne Pomodoro.....\$ 874.38
- Meatballs Marinara.....\$ 479.40
- Kaiser Rolls.....\$ 223.75
- Cookie Trays.....\$ 448.50

Total Food Cost: \$2,475.73

Beer & Glug.....\$ 500 (Approx.)

Total Proposed Cost for Event: **\$3,000** (Rounded up)

Staff will still be serving the food and beverages during the event.

Staff, also, obtained two additional proposals:

- 1) Curbside Gourmet (Salad, Spaghetti, Meatballs, and Dessert/Cookies – buffet style) for 300 plus beverages would be **\$8,000** (Rounded up). Curbside prepares and serves the food and staff bartends.
- 2) Ellie’s Catering (Salad, penne with sundried tomatoes & broccoli) plus Costco rolls, meatballs, dessert, and beverages would be approximately **\$2,500** (Rounded up). Ellie drops off the prepared ingredients and staff mixes/prepares/warms the food items, plates the dishes, serves, and are bartenders.

Last year, Ellie catered; staff prepared, served, and bartended. The total cost of the event was \$1,745.57. For this year’s **Hanukkah Celebration** event, staff would like to recommend TooJay’s as the caterer with the menu consisting of the following:

(The cost for each item is based off 100 people.)

- Mini Blintzes (Serves 100).....\$324.95
- Mini Potato Pancakes (Serves 100).....\$209.97
- Large Traditional Dessert Platter (Serves 20).....\$ 99.49
- Delivery Charge.....\$ 25.00 *(Optional)*

Total Food Cost: \$659.41

(Please note that residents also bring food items to share at this event – similar to a potluck style.)

Beer & Wine.....\$175 *(Approx.)*

Total Proposed Cost for Event: **\$1,000** *(Rounded Up)*

Last year, TooJays catered Blintzes; staff made Kuegel and provided a Costco dessert; residents brought in homemade or bought items to share; and staff bartended. The total cost of the event was \$563.54.

RECOMMENDATION:

Consider a motion to approve Doris Italian Market & Bakery as the caterer for the 2023 Christmas by the Lake event and TooJay’s as the caterer for the 2023 Hanukkah Celebration event; and have the Town pay for the events in their entirety in an amount not to exceed of \$5,000.



Meeting Name: Juno Beach Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Engineering Services During Construction for Universe Blvd Drainage Project

DISCUSSION:

Staff presented the Town Council with an estimate for surveying, geotechnical and engineering services for the Universe Boulevard Drainage Project at the August 2021 council meeting. The Town Council approved a motion to have the Town's engineering firm, Simmons and White, Inc. and their subcontractors/consultants provide these technical services not to exceed \$93,000 (which included 10% for contingency). Those funds were for the pre-construction engineering work of the project.

The staff is requesting funds for engineering services during construction of \$20,000 and based on hourly rates per our standing contract. These services include daily inspections by the engineering firm and engineer input as needed.

RECOMMENDATION:

Staff recommends the Town Council consider a motion to have the Town's engineering firm, Simmons & White, Inc., provide engineering services during construction not to exceed \$20,000 from contingency.

MEMORANDUM

TO: JOSEPH LO BELLO, TOWN MANAGER
FROM: ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
SUBJECT: ENGINEERING FOR UNIVERSE BLVD STORMWATER PROJECT
DATE: 8/12/2021



BACKGROUND

The Universe Blvd. drainage system consists of a series of inlets and underground drainage pipes running along both sides of the roadway. The system's ultimate discharge is the Intracoastal Waterway via a piped connection through the southern end of the Bay Colony development. Town staff has been addressing structural failures of the stormwater pipe since 2010, when a sink hole was observed adjacent to an intake structure. At that time, staff worked with the Town's engineering firm and a contractor to perform visual inspections of the pipe including a video, a report of their findings and repair recommendations.

In 2013, the Town Council determined that a fair and equitable means to maintain the infrastructure on Universe Blvd. would be shared by the abutting property owners that discharge into the drainage system. The percentage assigned to each stakeholder was determined according to the size of their parcel of land adjacent to the drainage system. The cost associated with all of this work has been distributed between Florida Power and Light (60%), Ocean Trace Condominiums (19.5%), The Waterford (14.3%), the Town (5.2%), and DSS Jupiter LLC (1%).

Staff has been working with a grant consultant since 2017 on multiple grant opportunities to replace the 5,000 LF of 40+ year old corrugated metal pipe that makes up the storm water drainage system. In addition to the grant applications, staff has petitioned Senator Powell and Representative Roth for state appropriations. Unfortunately, we have not yet secured supplemental funding for this project. The infrastructure has continued to fail leading to emergency repairs. To date, the stakeholders have spent approximately \$229,000 to maintain the drainage pipe and fill in the sink holes.

Armed with the certainty that this infrastructure will continue to require repairs, staff believes it is in the best interest of all stakeholders to move forward with the engineering and permitting to make this project "shovel ready".





DISCUSSION

In July 2021, staff met with the stakeholders; FPL, The Waterford, DSS, Inc., and Ocean Trace/Uno Lago. It was explained that funding requests have been on-going and unsuccessful and the next proposed step is to make this project “shovel ready”. A “shovel ready” project is in the advanced stage of development with the engineering design completed and permits approved, essentially ready for construction. Many grants look more favorably upon “shovel ready” projects and with a competitive grant application process this is a certain advantage. Staff believes that a shovel ready project positions the stakeholders to make another attempt at securing supplemental funding.

The Town’s engineer, Simmons and White, has *estimated* the cost of replacing this infrastructure to be \$2,010,546. (See attachment “D”. *Please note that the cost of construction has increased considerably in the last year and is likely to cost more than originally estimated.) They have provided staff with a line item break down for the scope of services associated with *engineering and permitting*. (See attachments “A”, “B” & “C”) Although there are some unknown variables, only to be determined upon permit approval by the various agencies and after coordinating with the surveyor and hiring a lighting consultant, the estimated expense for engineering and permitting is \$84,379.17. In order to cover the unknown costs associated with the permitting process an additional 10% is factored in for a total of \$93,000. All of the stakeholders have expressed support to make this project “shovel ready” and the expense will be appropriated as outlined above.

The engineer estimates that this design work can be accomplished in the next few months. The engineering design by Simmons & White would take about 4 weeks and then the permits would be submitted to each agency involved. That time frame is unknown as each agency is different but possibly 2-3 months for all required permits for a total of 3-4 months which would land us around the end of 2021 or the beginning of 2022.

Staff had hoped that some of the appropriations requests or mitigation grants would cover the cost of the engineering and permitting but at this point it may be an expense that the stakeholders must absorb. Staff will continue to work with our grant consultant and pursue funding opportunities to help the stakeholders with this project.

RECOMMENDATIONS:

Staff recommends the Town Council consider a motion to have the Town’s engineering firm, Simmons & White, Inc., provide engineering services and secure the required permits for this project not to exceed \$93,000 from the American Rescue Plan Act funding and to determine that solicitation for surveying, geotechnical and/or electrical engineering quotes is not practical or advantageous and authorize staff to work with the contractors listed as Simmons & White’s preferred subcontractor list.



June 17, 2020

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

Attention: Mr. Joseph LoBello

Reference: Universe Boulevard Drainage System Improvements
Town of Juno Beach, Florida

Dear Mr. LoBello:

We are pleased to submit the following proposal for professional services in connection with the roadway drainage system improvements to Universe Boulevard, located between Ellison Wilson Road and US Highway One 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. Provide assistance to Town's staff and Town's Grant Consultant regarding phased Grant Application including submittal of application documents and coordination with Grant Agencies.
2. Coordinate with Town's staff and Town's lighting consultant regarding relocation of existing light poles within Universe Boulevard. Provide assistance to lighting consultant regarding pole relocation requirements and permitting.
3. Coordinate with franchise utility service providers (electric, telephone, cable TV, and natural gas) regarding location of existing facilities within Universe Boulevard including coordination with the Client's Contractor/service and Surveyor regarding soft dig location of existing facilities. Coordinate with franchise utilities to relocate utilities that are in conflict with proposed drainage design.

_____ Int.

Mr. Joseph LoBello
June 17, 2020 – Page 2

Scope of Services (Continued)

4. Coordinate with the Palm Beach County Engineering Traffic Division regarding conflict with and relocation of existing traffic signal equipment and its facilities.
5. Upon authorization from the Client, finalize previously prepared 50% On-Site Paving and Drainage Plans, Water Management Calculations and Stormwater Pollution Prevention Basemap for 100% completion.
6. Prepare permit application packages and submit to the following agencies:
 - Florida Department of Transportation – Drainage Connection Permit
 - Palm Beach County Land Development - On-Site Drainage Approval
 - Palm Beach County Land Development – Utilities in Right-of-Way Permit
 - South Florida Water Management District - Environmental Resource Permit Modification
 - Seacoast Utility Authority – For Informational Purposes Only

NOTE: Items 4, 5 and 6 assume that the governing agencies will accept a pre vs. post development discharge analysis with provisions only for water quality. If the governing agencies require the roadway to be improved to current standards with regard to drainage, dedicated water management areas may be required thereby affecting the proposed plan of development. 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. Client's Contractor responsible for all Maintenance of Traffic Plans (design and installation, and monitoring during duration of project). Items 4, 5 and 6 also assume that Seacoast Utility Authority will not require any permitting or modifications to their existing facilities within Universe Boulevard and includes plan submission to their office as professional courtesy for informational purposes only, and that Palm Beach County Engineering and its facilities may be replaced/supported in their current locations and no new facilities or routes will be required. If Palm Beach County Engineering Traffic Division or Seacoast Utility Authority involvement increases beyond the stated scope, additional fees may be required.

_____ Int.

Mr. Joseph LoBello
June 17, 2020 – Page 3

Scope of Services (Continued)

7. Prepare Dewatering Plans and permit application packages and submit to South Florida Water Management District Water Use Division for approval of a Dewatering Permit. This Item includes coordination with Client's prospective contractors and Geotechnical Engineer in order to obtain required information on water table depth and fluctuations as well as any required ground water modeling results and dewatering pump information and procedures.

8. 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.

9. Revisions to the above based on Site Plan changes or items beyond the control of the Consultant.

10. Additional services requested by the Client and agreed to by the Consultant such as, but not limited to, preparation of preliminary cost estimates, assistance with bidding, assistance with South Florida Water Management District Water Use permitting for irrigation, if required, any permitting or water main modifications required by Seacoast Utility Authority and modifications to County facilities.

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. Name and address of property owner and copy of the last recorded Warranty Deed.
2. All permit application and governmental fees and any required bonds/surety.

_____ Int.

Mr. Joseph LoBello
June 15, 2020 – Page 5

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

3. Soil borings and analysis.
4. Construction testing.
5. Traffic counts, if required.
6. 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.
7. Proposed utility routes for FP&L, telephone, Cable T.V., gas, irrigation, lighting, etc. may be required for the proposed development. This coordination effort is assumed to be provided by the Client or their representatives. Consultant will provide coordination as requested or required to insure there are no conflicts with the proposed site infrastructure (paving, drainage, water and wastewater) on an hourly basis. The proposed utility routes need to be provided as soon as possible to allow Consultant to coordinate the infrastructure design.
8. All required easements for proposed (and existing if no easements exist) infrastructure (drainage, water, sewer as applicable) will be provided by the Client's Surveyor.
9. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.
10. Desired source of irrigation water and projected demand.
11. Lighting Plans for light pole relocations to be provided by Client's Photometric/Electrical Engineer.

_____ Int.

Mr. Joseph LoBello
June 17, 2020 – Page 5

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

12. “Soft dig” report showing horizontal and vertical location of existing utilities determined to be potential conflict with proposed improvements where no reliable record data is available. It is recommended that the Client contract this work after the Conceptual Engineering Plan phase (or after receipt of preliminary agency comments) so that proposed utility and drainage connection locations are better established. The Client’s Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.
13. Any groundwater modeling and/or analysis required for water use and/or de-watering permitting with South Florida Water Management District.
14. Complete landscape, berming and irrigation plans, showing landscape and berming details.
15. Details regarding required conduit locations for irrigation and utilities, etc. (if any).
16. Any required right-of-way dedications per the project’s conditions of approval.

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.

_____ Int.

Mr. Joseph LoBello
June 17, 2020 – Page 6

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 – Coordination w/Grant Consultant	=	\$ 2,500.00
Item 2 – Coordination w/Lighting Consultant	=	\$ 2,500.00
Item 3 – Coordination w/Franchise Utilities	=	\$12,500.00
Item 4 – Coordination w/PBC Traffic Division	=	\$ 5,000.00
Items 5 & 6 – Paving and Drainage Plans	=	\$12,500.00
Item 7 – Dewatering Plans	=	\$ 3,500.00
Item 8 – Services During Construction	=	\$20,000.00 (hourly budget)

For Items 8 through 10, the Consultant shall be paid an hourly rate of \$160 for Principal, \$160 for Traffic 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 \$.575 per mile, printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction.

We estimate the cost of Item 8 to be \$20,000.00. It should be emphasized that this estimate is for budget purposes only and should not be considered a guaranteed amount. 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.

Mr. Joseph LoBello
June 17, 2020 – Page 7

Fees to be Paid (Continued)

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.

Estimates

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.

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.

_____ Int.

Mr. Joseph LoBello
June 17, 2020 – Page 8

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.
President

Accepted by:

Town of Juno Beach

Signature: _____

Company/Individual: _____

Title: _____

Date: _____

Please fill in the following information and/or attach a business card when returning your signed proposal.

Client’s Telephone: (_____) _____

Client’s Facsimile: (_____) _____

Client’s E-Mail Address: _____

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

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 water main tie-in and periodic observations of main construction.
4. Observe storm sewer construction, including tie-ins to existing facilities.
5. Observe road subgrade construction.
6. Observe road base construction.
7. Observe sidewalk/curbing/handicap construction.
8. 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.

9. Conduct semi-final and final inspection with Palm Beach County Construction Coordination/Engineering/Traffic.
10. Conduct semi-final and final inspection with Florida Department of Transportation.
11. Conduct semi-final and final inspection with Town of Juno Beach.
12. 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.

ATTACHMENT "A"
PAGE TWO

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.

13. 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.
14. Review job progress with Client.
15. Review Construction Pay Estimates.
16. 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.



June 24, 2020

Town of Juno Beach
c/o Mr. Paul Buri, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

Re: Town of Juno Beach- Universe Blvd. Street Lighting Modifications
Electrical Engineering Services Proposal

Dear Mr. Buri:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

Design Phase:

1. Initial site visit and review of preliminary project plans.
2. Prepare illumination calculations (photometrics) to indicate design illumination levels for permitting.
3. Roadway lighting design in accordance with Illuminating Engineering Society standards, the National Electrical Code, and applicable local codes along Universe Blvd. from Ellison Wilson Road to US Highway No. 1. The design intent is to relocate the existing street lighting installation (light poles/fixtures, pull boxes, conduit and wire, etc.) along the north side of Universe Blvd. as required by the proposed improvements to the existing drainage system.
4. Coordinate with FPL as required for the proposed street lighting modifications.
5. Attend design/coordination meetings at Simmons & White as necessary.
6. Prepare AutoCAD drawings to describe the electrical service point(s), pole/fixture locations, circuitry, and lighting details, suitable for bidding, permitting, and construction.
7. Attend both 60% and 90% review meetings with the project team and the City.

8. Prepare an estimate of construction costs for the electrical service and distribution, and the roadway lighting installations at the 60%, 90%, and final completion levels.
9. Attend the pre-bid meeting, assist in preparing addendums, and respond to questions during the bid process

SEC will prepare contract documents, suitable for bidding, permit, and construction, including plans and specifications. We will submit these documents at the 60%, 90%, and final completion levels. We propose to furnish drawings in AutoCAD format using base plan drawings provided by Simmons & White. Our lump sum fee to provide the design phase services described above is \$10,500.

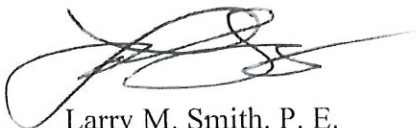
Construction Phase:

1. Attend the pre-construction meeting.
2. Review electrical equipment shop drawings.
3. Respond to contractor requests for information (RFI's) and review change order requests.
4. Attend up to two (2) construction meetings/site visits during construction.
5. Perform substantial completion and final inspections and prepare punch lists.
6. Prepare record drawings based upon contractor "as-built" drawings.

Our lump sum fee to provide the construction phase services described above is \$4,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,



Larry M. Smith, P. E.
President

InfraMap

C O R P

Date: July 16, 2020

Presented to: Town of Juno Beach
c/o Simmons & White Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach
Phone No.:
Fax No.:

Attn: Paul A. Buri, P.E. Sr. Project Manager

Project name: Universe Blvd, Juno Beach
Test Hole Services

As requested, InfraMap Corporation (IMC) has prepared this proposal for utility infrastructure investigation services for the above referenced project. This proposal is based upon the best information available to InfraMap regarding site conditions at the time of writing. This proposal does not represent a lump sum fee to perform these services. The proposed fee will not be exceeded without the expressed consent of the client.

Project limits and description: Perform up to fifty three (53) test holes as described by client, along Universe Blvd between US 1 & Ellison Wilson Rd. In addition the test holes will be surveyed and cad file will be provided.

Services to be provided: Utility Test Hole Services as described in attachment "A".

Notes: Cad file will be provided to client.

<u>FEE SCHEDULE</u>	<u>ESTIMATED FEE</u>	
<u>Resource</u>	<u># Hours/Units</u>	<u>\$s</u>
<i>Project Manager/PE, LS: \$155.10/hr.</i>	12	\$ 1,861.20
<i>Utility Location Manager: \$101.74/hr.</i>	12	\$ 1,220.88
<i>Party Chief: \$92.60/hr.</i>	16	\$ 1,481.60
<i>Instrument Operator: \$86.92/hr.</i>	16	\$ 1,390.72
<i>Cad Technician: \$80.67/hr.</i>	20	\$ 1,613.40
<i>Administrative: \$60.00/hr.</i>	1	\$ 60.00
<u>Test Hole Services</u>		
<i>0' to 6': \$507.89/ea.</i>	53	\$ 26,918.17
<i>Contingent feet: \$ 112.00/ft. (Test holes beyond 6' in depth)</i>	5	\$ 560.00

Complete Utility Infrastructure Surveying and Mapping Since 1987

Direct Expenses

Arrow Board: \$80.00/DAY] (IF/AS NEEDED)	1	\$ 80.00
Mileage: \$0.575 per mile (IRS rate)	336mi	\$ 193.20

TOTAL ESTIMATED FEE \$ 35,379.17

This estimate is not a lump sum fee and is valid for 90 days. This estimate is good for test hole services on utilities within the project limits as herein defined, and will not be exceeded without the expressed consent of the client.

PAYMENT TERMS

Terms of payment are subject to modification by seller (InfraMap). Buyer (client) agrees to make prompt payment of invoices due in accordance with Seller's approved terms, whether for complete or partial services. Terms: Net 30 days from completion of work and receipt of invoice. If payment is contingent upon Buyer being paid by a "Third Party" for services, InfraMap Corp. (InfraMap) must be notified immediately of the name and address of the "Third Party". Buyer will submit invoices to the "Third Party" in a timely manner and InfraMap will receive payments from Buyer within 15 days of Buyer being paid. If this is not the case then InfraMap reserves the right to modify this clause to reflect a revised payment schedule.

Late Charge: A late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. All accounts are net 30 days unless specifically agreed upon in writing.

Delinquency Collections: In the event Buyer fails to pay for any services when due, or should Buyer's account become otherwise delinquent, or in the event of Buyer's bankruptcy or insolvency, or in the event of Buyer's breach of this Agreement, then in any such event Seller may, at its option: (i) terminate any or all existing contracts; (ii) refuse to perform services under this or any other order; and/or (iii) avail itself of any other further remedies available to it at law or in equity. Buyer agrees to pay all cost of collection, including reasonable attorney's fees.

This service will be provided with due diligence and in a manner consistent with standards of the professional utility infrastructure mapping profession. InfraMap does not guarantee that all existing utility systems can or will be detected. It may not be possible to detect all utilities, such as but not limited to systems that are not depicted on records available to us, and systems rendered undetectable due to unfavorable site conditions. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. InfraMap Corp. will not be responsible for damages to utilities caused by others.

SIMMONS & WHITE, INC.
 2581 METROCENTRE BLVD. WEST #3, WEST PALM BEACH, FLORIDA 33407
 CERTIFICATE OF AUTHORIZATION #3452

**PRELIMINARY COST ESTIMATE
 OPTION 1
 Full System Replacement**

PB
 09/13/16
 REV 12/2/19
 JOB NO 16-004.8

Universe Blvd Drainage System Replacement

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
A. <u>SITE WORK:</u>					
1.	NPDES Requirements	1	JOB	L.S.	\$10,000.00
2.	Mobilization	1	JOB	L.S.	\$20,000.00
3.	M.O.T.	1	JOB	L.S.	\$30,000.00
4.	Dewatering	90	DAY	\$1,500.00	\$135,000.00
5.	ICW Cofferdam and outfall structure installation	1	JOB	L.S.	\$85,000.00
6.	Restore Right of Way	5,400	S.Y.	\$2.00	\$10,800.00
7.	Restore Outfall Easement area	1,500	S.Y.	\$50.00	\$75,000.00
<u>SUBTOTAL SITE WORK:</u>					<u>\$365,800.00</u>
B. <u>PAVING:</u>					
1.	Roadway Restoration	2,500	S.Y.	\$85.00	\$212,500.00
2.	Striping / Signage	1	JOB	L.S.	\$15,000.00
3.	Type "D" Curb	120	L.F.	\$14.00	\$1,680.00
4.	Type "E" Curb	90	L.F.	\$16.00	\$1,440.00
5.	Remove and Replace 5' Existing Concrete Sidewalk	1,400	S.Y.	\$45.00	\$63,000.00
<u>SUBTOTAL PAVING:</u>					<u>\$293,620.00</u>
C. <u>DRAINAGE:</u>					
1.	Type 'C' Ditch Bottom Inlet	7	EACH	\$3,000.00	\$21,000.00
2.	4' Diameter Manhole	1	EACH	\$3,600.00	\$3,600.00
3.	5' Diameter Manhole w/ DBI	2	EACH	\$5,300.00	\$10,600.00
4.	6' Diameter Manhole	2	EACH	\$8,000.00	\$16,000.00
5.	7' Diameter Manhole w/ DBI	3	EACH	\$9,500.00	\$28,500.00
6.	7' Diameter Manhole	2	EACH	\$9,000.00	\$18,000.00
7.	8' Diameter Manhole	3	EACH	\$12,000.00	\$36,000.00
8.	ICW outfall structure	1	EACH	\$15,000.00	\$15,000.00
9.	18" R.C.P.	778	L.F.	\$35.00	\$27,230.00
10.	30" R.C.P.	612	L.F.	\$70.00	\$42,840.00

SIMMONS & WHITE, INC.
 2581 METROCENTRE BLVD. WEST #3, WEST PALM BEACH, FLORIDA 33407
 CERTIFICATE OF AUTHORIZATION #3452

**PRELIMINARY COST ESTIMATE
 OPTION 1
 Full System Replacement**

PB
 09/13/16
 REV 12/2/19
 JOB NO 16-004.8

Universe Blvd Drainage System Replacement

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ESTIMATED COST</u>
11.	48" R.C.P.	1221	L.F.	\$140.00	\$170,940.00
12.	54" R.C.P.	1505	L.F.	\$180.00	\$270,900.00
13.	Remove Existing Drainage System	3,539	L.F.	\$75.00	\$265,425.00
				<u>SUBTOTAL DRAINAGE:</u>	<u>\$926,035.00</u>
D.	<u>MISCELANEOUS:</u>				
1.	Support Existing Watermain	1	JOB	L.S.	\$25,000.00
2.	Support/Replacement of Existing Utilities/Light Pole	1	JOB	L.S.	\$40,000.00
3.	Survey/As builts	1	JOB	L.S.	\$25,000.00
				<u>SUBTOTAL MISCELANEOUS:</u>	<u>\$90,000.00</u>
				<u>SUBTOTAL SITE WORK:</u>	<u>\$365,800.00</u>
				<u>SUBTOTAL PAVING:</u>	<u>\$293,620.00</u>
				<u>SUBTOTAL DRAINAGE:</u>	<u>\$926,035.00</u>
				<u>SUBTOTAL MISCELANEOUS:</u>	<u>\$90,000.00</u>
				<u>Contingency (20%):</u>	<u>\$335,091.00</u>
				<u>GRAND TOTAL:</u>	<u>\$2,010,546.00</u>
				<u>Shared Costs Per Multi-Party Drainage Agreement:</u>	
				<u>FPL 60%:</u>	<u>\$1,206,327.60</u>
				<u>Uno Lago 19.5%:</u>	<u>\$392,056.47</u>
				<u>The Waterford 14.3%:</u>	<u>\$287,508.08</u>
				<u>Town of Juno Beach 5.2%:</u>	<u>\$104,548.39</u>
				<u>DS Jupiter 1.0%:</u>	<u>\$20,105.46</u>



Meeting Name: Juno Beach Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Surveying and Engineering Fees for Celestial Way Drainage Project

DISCUSSION:

The Town of Juno Beach was awarded the Resilient Florida grant in July 2023. This grant is a 50/50 match with local funds of \$162,000 matching the state's contribution. The Town's engineering firm, Simmons & White, Inc., and surveyor, Lidberg Land Surveying, Inc., have provided estimates for their services. This drainage project will enhance the swales on the east and west side of Celestial Way from Mercury Road to the south end of Pelican Lake and propose permeable pavers to further enhance drainage at Mercury Road. The survey will provide the information needed to create the engineering drawings for this project. Construction for this project must start *before* July 1, 2024, otherwise a Sea Level Impact Projection (SLIP) study will be required by the Department of Environmental Protection. After Council approves the engineering and surveying fees for this project, signed and sealed drawings should be completed 1Q24 and the project will be bid out and awarded to a qualified contractor 2Q24.

RECOMMENDATION:

Staff recommends the Town Council consider a motion to have the Town's engineering firm, Simmons & White, Inc., provide engineering services not to exceed \$24,500 as appropriated by the FY23-24 budget and to determine that solicitation for surveying quotes is not practicable or advantageous and to authorize staff to work with Lidberg Land Surveying, Inc., listed as Simmons & White's preferred subcontractor for surveying, not to exceed \$15,500 as appropriated by the FY23-24 budget for this project.

ATTACHMENTS:

Simmons & White Inc. estimate
Lidberg Land Surveying, Inc. estimate



September 7, 2023

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

Attention: Ms. Andrea Dobbins

Reference: Celestial Drive Improvements
Town of Juno Beach, Florida

Dear Ms. Dobbins:

We are pleased to submit the following proposal for professional services in connection with site development for the Celestial Drive improvements in the Town of Juno Beach, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for the 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 of Juno Beach and project team to obtain all existing Surveys, Construction Plans, As-Built Plans/Record Drawings and other available data. Review existing documents.
2. Coordinate with Town's Surveyor to provide scope of work for additional Survey requirements necessary for civil design of proposed pervious paver, swale and drainage improvements/modifications.
3. Attend one (1) field design meeting with the Town's Project Manager to confirm proposed conceptual program previously provided and discuss refinement of the layout for the final plan of development.

_____ Int.

Ms. Andrea Dobbins
September 7, 2023 – Page 2

Scope of Services (Continued)

4. Upon receipt of overall updated Survey from Town's Surveyor, prepare Construction Drawings for pervious pavers and drainage modifications, and submit to the Town of Juno Beach for plan approval.

NOTE: No other governmental agency permitting is included or anticipated.

5. Based on final Construction Drawings, finalize the Preliminary Engineer's Cost Estimate of planned improvements and prepare Schedule of Bid Items for the Town of Juno Beach bidding process.

NOTE: Items 4 and 5 do not include the preparation of separate Specification Documents. The specifications necessary to construct the project will be included in or referenced by the Construction Plans.

6. Provide assistance to Town project manager with the bidding process. Respond to Requests for Information (RFI's) during bidding process.
7. Provide services during construction necessary to certify the project upon completion and as requested by the Town in accordance with Attachment "A".
8. Revisions to the above based on Site Plan changes or modifications to the Scope of Services 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 attendance of meetings with members of the public, Town Council or other stakeholders.

_____ Int.

Ms. Andrea Dobbins
September 7, 2023 – Page 3

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 and any required bonds/surety.
2. Accurate Site Plan in .dwg format.
3. Soil borings and analysis.
4. Construction testing.
5. 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.
6. Proposed utility routes for FP&L, telephone, Cable T.V., gas, irrigation, lighting, etc. may be required for the proposed development. This coordination effort is assumed to be provided by the Client or their representatives. Consultant will provide coordination as requested or required to insure there are no conflicts with the proposed site infrastructure (paving, drainage, water and wastewater) on an hourly basis. The proposed utility routes need to be provided as soon as possible to allow Consultant to coordinate the infrastructure design.
7. All required easements for proposed (and existing if no easements exist) infrastructure (drainage, water, sewer as applicable) will be provided by the Client's Surveyor.

_____ Int.

Ms. Andrea Dobbins
 September 7, 2023 – Page 4

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

8. “Soft dig” report showing horizontal and vertical location of existing utilities determined to be potential conflict with proposed improvements where no reliable record data is available. It is recommended that the Client contract this work after the Conceptual Engineering Plan phase (or after receipt of preliminary agency comments) so that proposed utility and drainage connection locations are better established. The Client’s Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.

9. Complete landscape, berming and irrigation plans, showing landscape and berming details.

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:

Items 1-5 – Construction Plan Preparation	=	\$18,500.00
Items 6 & 7 – Assistance with Bidding and Services During Construction	=	\$ 6,000.00

_____ Int.

Ms. Andrea Dobbins
September 7, 2023 – Page 5

Fees to be Paid (Continued)

For Items 6 through 9, the Consultant shall be paid an hourly rate of \$160 for Principal, \$160 for Traffic 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 Items 6 and 7 to be \$6,000.00. It should be emphasized that this estimate is for budget purposes only and should not be considered a guaranteed amount. The above fees are subject to increase one year from the date of this proposal.

Major changes which are outside the control of the Consultant, are not included and could cause our billing to exceed this estimate. You will be notified of any changes which we feel are outside the Scope of Services and a fee for the additional work will be negotiated. The fees for additional meetings, travel, presentations, major revisions to the plans, or failed inspections will be based on the hourly rates listed above.

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.

Ms. Andrea Dobbins
September 7, 2023 – Page 6

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.

Estimates

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.

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.


Ms. Andrea Dobbins
September 7, 2023 – 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: _____

Company/Individual: _____

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.dobbinscelestialdrainage

ATTACHMENT "A"DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review shop drawings.
2. Coordinate, prepare and submit pre-construction meeting submittals to Town of Juno Beach and attend pre-construction meeting.
3. Observe storm sewer construction, including tie-ins to existing facilities.
4. Observe off-site subgrade construction.
5. Observe off-site base construction.
6. Observe off-site sidewalk/curbing/pervious paver.
7. Conduct pre-agency final observation and develop punchlist based on agency requirements.
8. Conduct semi-final and final inspection with Town of Juno Beach.
9. 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.
10. 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 Town of Juno Beach.

ATTACHMENT "A"
PAGE TWO

11. Review job progress with Client.
12. Review Construction Pay Estimates.
13. 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.



675 West Indiantown Road
Suite 200
Jupiter, Florida 33458
(561) 746-8454

September 20, 2023

Andrea L. Dobbins
Project Coordinator/Risk Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**Project: BOUNDARY AND TOPOGRAPHIC SURVEY FOR CELESTIAL
WAY DRAINAGE IMPROVEMENTS IN JUNO BEACH,
FLORIDA**

Dear Andrea:

Lidberg Land Surveying, Inc. (“Lidberg LS”) is pleased to have the opportunity to offer this proposal to provide our Professional Surveying and Mapping services on the above-referenced project.

The Scope and Fees for Services to be provided are attached as **Exhibit A**. The complete scope of services is based upon the work being performed in accordance with the applicable codes and permitting requirements in force at the time of this agreement. All fees quoted in this agreement are for a one-time performance of the stated work and are applicable for sixty (60) days from the date of the agreement. At that time, fees are reviewed and adjusted accordingly. Any hourly charges or reimbursable costs shall be subject to the Hourly Rate Schedule attached as **Exhibit B** which is in effect at the time the services are performed.

If this proposal meets with your approval, please sign and return one copy to this office prior to the commencement of work by Lidberg Land Surveying, Inc. Please do not hesitate to call us if you have any questions or concerns. We look forward to working with you on this project.

Sincerely,

Lidberg Land Surveying, Inc.

SCOPE AND ESTIMATED FEES FOR SERVICES (“Exhibit A”)

1.) Boundary and Topographic survey	\$	12,500 to 15,500
-------------------------------------	----	------------------

A topographic route survey of approximately 1,700 linear feet for the proposed drainage project within the Plat of Juno Beach located East of Lots A and B, and West of Lot 31 as shown on the Plat of Juno Beach

A retainer is WAIVED (“Retainer”) for this Client.

This estimate expires in sixty (60) days.

Estimated Fees for all of our services are on a one-time performance basis and DO NOT INCLUDE THE RESEARCH OF ANY PRIVATE DEED RESTRICTIONS UNLESS SPECIFICALLY REQUESTED IN WRITING BY CLIENT. Additional services, including revisions, may be required due to architectural design changes or feedback from permitting bodies. These additional services are not included in this estimate and shall be charged on a time and reimbursable expense basis (see Rate Schedule).

This Proposal has been prepared specifically for the Client and is confidential. Client shall not share this Proposal or any information in this Proposal with any person or entity without the prior written approval of Lidberg LS.

EXPENSES, REIMBURSEMENTS, AND ADDITIONAL SERVICES

Out-of-pocket Expenses. Client shall be responsible for any out-of-pocket expenditures and administrative costs incurred by Lidberg LS including, but not limited to, permit fees, filing costs, bonds, copying costs, mailings, drafting media, and printing costs. Any fees including, but not limited to, municipal, legal, insurance, regulatory agencies, filing, and bonds advanced on behalf of Client shall be invoiced at cost plus 10%. These costs are due and payable at the time the expense is incurred.

TERMINATION OF SERVICES

This agreement may be terminated by Client or Lidberg LS upon five (5) days written notice. In the event of termination, Client shall pay Lidberg LS for all services rendered through the date of termination, all reimbursable expenses, and reimbursable termination expenses.

In the event of termination, Lidberg LS does not waive any claim or right against Client, and Lidberg LS may terminate without liability whatsoever to Client.

Sections EXPENSES, REIMBURSEMENTS AND ADDITIONAL SERVICES, LIMITATION OF LIABILITY, and INVOICING shall survive upon and after the termination of this agreement.

LIMITATION OF LIABILITY

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of Lidberg LS and its affiliates and subcontractors and their employees, officers, directors, and agents for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by Lidberg LS under this agreement. Client may elect to increase the limit of liability by paying an additional fee, which fee to be negotiated prior to execution of this Agreement. Any claim will be deemed waived unless received by Lidberg LS within one year of substantial completion of the services. Client shall look solely to Lidberg LS for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any Lidberg LS principal, officer, employee, or agent.

OWNERSHIP OF DOCUMENTS

All physical and electronic documents or files (i.e., AutoCAD files) prepared or furnished by Lidberg LS pursuant to this agreement are instruments of Lidberg LS's professional service, and Lidberg LS shall retain ownership and property interest therein.

Lidberg LS grants Client a license to use instruments of Lidberg LS's professional service for the purpose of this project only, and Client may not transfer to any other persons or entities without the written consent of Lidberg LS.

INVOICING

Invoices for all services (including additional services), expenses, and reimbursements and are due upon receipt. Invoices are considered PAST DUE if not paid within 10 days after the invoice date. Interest shall accrue at a rate of 1.5% per month on any unpaid balances. Retainers shall be credited on the final invoice.

If payment is not received and no additional written arrangements are made, Mechanics Liens may be filed within sixty (60) days of completing of our services.

Client hereby agrees to be responsible for all costs of collection for past due invoices including but not limited to court costs, filing fees, internal administrative costs, finance charges as described above, and legal.

If this Proposal meets with your approval, please sign below and return it to our office with the Retainer. We look forward to working with you.

By either signing below or initiating payment of the Retainer, the Client approves and accepts the terms and conditions set forth herein.

Project: Boundary and Topographic Survey for Celestial Way Drainage Improvements in Juno Beach, Florida

Client Name – Print

Client Signature

Acceptance Date

Payment Options		
<p><u>Wire</u> Lidberg Land Surveying Chase Bank Routing # 021000021 Account # 317215967</p>	<p><u>Zelle</u> info@lidberg.net</p>	<p><u>Checks</u> Mail To: Lidberg Land Surveying, Inc. P O Box 2301 Jupiter, FL 33468-2301</p>
<p>Email: _____</p> <p>Phone: _____</p> <p style="text-align: center;"><i>Please provide an email address and phone number for billing purposes.</i></p>		

LIDBERG LAND SURVEYING, INC.
RATE SCHEDULE FOR SELECT SERVICES
(EFFECTIVE 01/01/21)

2-MAN FIELD CREW	\$	165	PER HOUR
3-MAN FIELD CREW		185	PER HOUR
1-MAN CREW WITH ROBOTIC TOTAL STATION		140	PER HOUR
SURVEY DRAFTER		90	PER HOUR
PROFESSIONAL SURVEYOR		175	PER HOUR
PRINCIPAL/DIRECTOR OF SURVEYING		195	PER HOUR
EXPERT WITNESS		295	PER HOUR
CLERICAL		75	PER HOUR
GLOBAL POSITIONING SYSTEM (GPS) 2 Men & 2 Rovers		250	PER HOUR
GLOBAL POSITIONING SYSTEM (GPS) 1 Man & 1 Rover		140	PER HOUR
MATERIALS		Cost + 10%	PER HOUR

Hourly Charges:

Hourly work shall be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours shall be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Chief Brian Smith
Item Title: Major Paul Fertig Retirement

DISCUSSION:

With Major Paul Fertig's official retirement date at the end of this month (September 29th, 2023), I would like to request the Town provide him with a retirement gift, based upon Town policy and practice, as well as his issued Departmental Service weapon.

I would request Major Paul Fertig be recognized for his years of service and receive the \$700.00 gift for 14 years of service to the Town of Juno Beach. I also request Major Fertig's Glock Service Pistol be declared surplus and retained by Major Fertig.

RECOMMENDATION:

Motion to approve the gift and surplus.



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Michael Ventura
Item Title: Resolution #2023-15 Adopting the 2023-2024 Millage Rate and
Resolution #2023-16 Adopting the 2023-2024 General Fund Budget

DISCUSSION:

At the 1st Millage and Budget Public Hearing on September 13, 2023, the Council voted to set the tentative ad valorem millage tax rate for FY 2023-2024 at 1.8195 mills. The Council further approved the Tentative Budget in the amount of \$ 11,514,590.

The 2nd Millage and Budget Hearing has been advertised and there are no changes from the 1st Hearing. The millage rate represents a 11.95% increase above the roll back rate of 1.6253; however, it is equal with last year's millage rate of 1.8195. This millage will generate \$3,966,863 in budgeted Ad Valorem.

RECOMMENDATION:

Staff recommends the Town Council consider a motion to approve Resolution #2023-15 Adopting the 2023-2024 millage tax rate at 1.8195 mills.

Staff recommends the Town Council consider a motion to approve Resolution #2023-16 Adopting the 2023-2024 General Fund Budget in the amount of \$11,514,590.

TOWN OF JUNO BEACH, FLORIDA

RESOLUTION 2023-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ADOPTING A TAX LEVY AND MILLAGE RATE FOR THE TOWN OF JUNO BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Juno Beach, Florida has determined that the sum of \$3,966,863 will be required from ad valorem tax sources to operate the Town during the fiscal year commencing October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023-2024"); and

WHEREAS, at a duly advertised public hearing held on September 13, 2023, the Town Council tentatively adopted a millage rate of 1.8195 per \$1,000.00; and

WHEREAS, at a duly advertised public hearing held on September 27, 2023, the Town Council reviewed the tentative millage rate and determined the tentative rate will meet the needs and requirements of the Town and its residents for Fiscal Year 2023-2024.

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

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

Section 2. A tax rate is hereby levied in the amount of 1.8195 mills on each dollar of non-exempt valuation of real property within the corporate limits of the Town of Juno Beach.

Section 3. The Fiscal Year 2023-2024 operating millage rate of 1.8195 mills is 11.95% above the rolled-back rate of 1.6253 mills.

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Resolution is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of the Resolution.

Section 5. All resolutions or parts of resolutions of the Town of Juno Beach in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be effective immediately upon adoption and shall be implemented as of October 1, 2023.

1 RESOLVED AND ADOPTED this 27th day of September, 2023.

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Alexander Cooke, Mayor

ATTEST:

9 _____
10 Caitlin E. Copeland-Rodriguez, MMC
11 Town Clerk

12 APPROVED AS TO FORM AND
13 LEGAL SUFFICIENCY:

14
15 _____
16 Leonard G. Rubin, Town Attorney

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TOWN OF JUNO BEACH
RESOLUTION 2023-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ADOPTING A BUDGET FOR THE TOWN OF JUNO BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING THE TOWN MANAGER TO TRANSFER MONIES AMONG LINE ITEMS IN THE GENERAL FUND FOR AUTHORIZED EXPENDITURES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Juno Beach, Florida has held a series of budget meetings for the purpose of establishing a budget for the fiscal year commencing October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023-2034”); and

WHEREAS, at a duly advertised public hearing held on September 13, 2023, the Town Council adopted a tentative budget for Fiscal Year 2023-2024 in the amount of \$11,514,900; and

WHEREAS, at a duly advertised public hearing held on September 27, 2023, the Town Council reviewed the tentative budget and determined that it will meet the needs and requirements of the Town and its residents for Fiscal Year 2023-2024.

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

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

Section 2. The budget for Fiscal Year 2023-2024, a copy of which is attached hereto as Exhibit “A” and incorporated herein, is hereby adopted as the annual budget for the Town of Juno Beach, providing the revenue and expense for the items set forth in the budget. The Town Council authorizes the Town Manager to amend the budget to transfer monies among line items in the general fund for expenditures authorized by the Town Council, provided, however, that any increase to the total amount of the budget may only be authorized by resolution of the Town Council as required by law.

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

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

EXHIBIT A

TOWN OF JUNO BEACH

ANNUAL BUDGET

FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024

GENERAL FUND

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

EXPENDITURES BY DEPARTMENT

LEGISLATIVE

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

FINANCE & ADMINISTRATION

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

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

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



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Michael Ventura
Item Title: Second Reading - Ordinance No. 771 – 2022-2023 Budget Amendments

DISCUSSION:

Attached is Ordinance No. 771 which contains the proposed Fiscal Year 2022-2023 budget amendments. The Town's practice is to complete these amendments once a year at year-end. 98.4% of the proposed funding adjustments were approved by the Town Council during the year when proposed as a new expenditure or to reclass the funding source, the approval descriptions are attached. At its September 13, 2023 meeting, the Town Council approved Ordinance No. 771 on first reading without modification.

RECOMMENDATION:

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

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 771

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

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

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

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

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

Section 2. The Town Council hereby approves the following budget adjustments as an official amendment to the original budget for Fiscal Year 2022-2023, as adopted on September 28, 2022:

See Attached Schedule A attached hereto and incorporated herein by reference

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

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of the Ordinance.

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

FIRST READING this 13th day of September, 2023.

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

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

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

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

	FISCAL YEAR		FISCAL YEAR	
	<u>2022-2023</u>	Budget Changes	<u>2022-2023</u>	
55	<u>COMPREHENSIVE PLANNING</u>			
56	Salaries	440,126		440,126
57	Employee Benefits	136,876		136,876
58	Professional Fees	431,000	855,000	1,286,000
59	Operating Expenses	62,556	3,000	65,556
60	Capital Outlay	<u>7,500</u>		<u>7,500</u>
61				
62	TOTAL COMPREHENSIVE PLANN	1,078,058	858,000	1,936,058
63				
64	<u>LAW ENFORCEMENT</u>			
65	Salaries	1,811,248		1,811,248
66	Employee Benefits	830,903		830,903
67	Professional Fees	37,700		37,700
68	Operating Expenses	382,985		382,985
69	Capital Outlay	<u>205,000</u>		<u>205,000</u>
70				
71	TOTAL LAW ENFORCEMENT	3,267,836	0	3,267,836
72				
73	<u>PUBLIC WORKS</u>			
74	Salaries	362,611		362,611
75	Employee Benefits	123,210		123,210
76	Professional Fees	5,000		5,000
77	Operating Expenses	472,007		472,007
78	Capital Outlay	<u>3,706,700</u>	<u>659,348</u>	<u>4,366,048</u>
79				
80	TOTAL PUBLIC WORKS	4,669,528	659,348	5,328,876
81				
82	<u>GENERAL GOVERNMENT</u>			
83	Insurance	257,500	22,000	279,500
84	Town Debt Service	0		0
85	Contingency	<u>670,000</u>	(178,705)	<u>491,295</u>
86				
87	TOTAL GENERAL GOVERNMENT	<u>927,500</u>	<u>(156,705)</u>	<u>770,795</u>
88				
89				
90	TOTAL EXPENDITURES	<u>\$11,078,035</u>	<u>\$1,524,348</u>	<u>\$12,602,383</u>



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: Leonard G. Rubin, Town Attorney
Item Title: Resolution No. 2023-18 (Acceptance of Proposal of Mauldin & Jenkins, LLC to serve as Town Auditor)

BACKGROUND AND DISCUSSION:

As required by Florida Statutes, the Town Council appointed an Auditor Selection Committee to solicit and review proposals for firms to serve as the Town's Auditor. The Auditor Selection Committee consisted of the Mayor, Daniella Russell (Finance Director for Seacoast Utility), Ellen Anzel, Michael Moll, Leonard Tylka, and James Papadacos (Town Residents). The Committee publicly advertised a Request for Proposals on August 17, 2023 and received three submittals.

The Committee met on September 20, 2023 to review the submittals received from the following firms: Grau & Associates; Mauldin & Jenkins, LLC; and Templeton and Co., LLC.

At the conclusion of the discussion, the Committee determined that Mauldin & Jenkins was the highest-ranked qualified firm. Because compensation was one of the factors established by the Committee and used in the evaluation of the proposals, Section 218.391(4)(b), Florida Statutes, requires the Town Council to select the highest-ranked qualified firm as determined by the Committee or to document in the Town's public records the reason for not selecting the highest-ranked qualified firm.

The proposed Agreement for Auditing Services is for a five-year period. The fee for the Fiscal Year 2023 Audit is \$23,750.00, and the increase for each of the next four years is \$750.00 per year.

RECOMMENDATION:

Staff recommends approval of Resolution 2023-18 accepting the proposal from Mauldin & Jenkins, LLC to serve as the Town Auditor and authorizing the Town Manager to execute an Agreement with Mauldin & Jenkins, LLC, subject to legal sufficiency review by the Town Attorney.

TOWN OF JUNO BEACH

RESOLUTION NO. 2023-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM MAULDIN & JENKINS, LLC TO SERVE AS THE TOWN’S AUDITOR AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR INDEPENDENT AUDITING SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town’s Auditor Selection Committee (“Committee”) issued a Request for Proposals for Auditing Services (“RFP”) in accordance with Section 218.391, Florida Statutes, and the Committee reviewed the responses to the RFP and selected Mauldin & Jenkins, LLC as the most highly qualified firm; and

WHEREAS, the Town Council determines that the execution of an Agreement with Mauldin & Jenkins, LLC to provide auditing services for the Town is in the best interests of the residents of the Town of Juno Beach.

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

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

Section 2. The Town Council hereby accepts the proposal from Mauldin & Jenkins, LLC to provide auditing services for the Town, a copy of which is attached hereto and incorporated herein, and authorizes the Town Manager to execute an Agreement for Independent Auditing Services with Mauldin & Jenkins, subject to legal sufficiency review by the Town Attorney.

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

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

RESOLVED AND ADOPTED this 27th day of September, 2023.

Alexander Cooke, Mayor

ATTEST:

Caitlin E. Copeland-Rodriguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Leonard G. Rubin, Town Attorney

MAULDIN & JENKINS

mjcpa.com

1401 Manatee Avenue West, Suite 1200
Bradenton, FL 34205



Town of Juno Beach, Florida

**Proposal to Provide Annual Auditing and
Related Services to the Town of Juno Beach
Fiscal Years September 30, 2023 through 2027**

Mauldin & Jenkins, LLC Certified Public Accountants

**Contact Persons: Wade Sansbury, CPA, Partner and
Daniel Anderson, CPA, Partner**

Phone: 941-747-4483

Fax: 941-747-6035

Emails: wsansbury@mjcpa.com danderson@mjcpa.com

September 12, 2023 | 11:00 AM



Going Further.

ELECTRONIC COPY



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**Section 1:
Introduction Letter**

Letter of Transmittal

September 12, 2023

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

Ladies and Gentlemen:

We appreciate the opportunity to propose on providing audit services to the Town of Juno Beach, Florida (the “Town”), and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the Town. The contract for such audit services will be for the fiscal years ending September 30, 2023 through 2027.

We have read the Request for Proposal (RFP) and fully understand its intent and contents. We understand the timeframe for performance of the annual financial audits as stipulated by the Town and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will work with the Town as closely as possible to issue all of the deliverables ahead of the Town deadline. Our Firm is, and all significant personnel listed within this proposal are, licensed to practice in the State of Florida and are qualified to provide all services requested by the Town. We are a southeastern regional firm with Florida offices in Bradenton and Sarasota. Our Bradenton office location has approximately 45 employees available to serve the Town.

Mauldin & Jenkins is committed to client service and to building relationships with our clients, obtaining a thorough understanding of our client’s organization and needs, working with clients as trusted advisors, and delivering a high-quality final product on time. We have been in continuous operation for over 100 years and believe that we are the best qualified to serve the Town due to the following:

- **Governmental Experience:** Our Firm has made the governmental sector a primary industry focus. We have served the audit and compliance needs of numerous governmental entities over the years and remain committed to serving this sector. We provide the following statistics related to our governmental practice:
 - **Over 700 governmental entities** served in the Southeast on an annual basis, which includes **over 150 municipalities**.
 - **150+ full-time equivalent professionals** with current governmental accounting experience.
 - We serve over **150 entities** who receive the **GFOA Certificate of Achievement for Excellence in Financial Reporting** on an annual basis.
 - We serve as the plan auditor for approximately **30 single employer defined benefit pension plans** in Florida, and currently audit in excess of \$2.5 billion in Florida pension assets.
 - We serve over **290 entities** requiring **federal/state Single Audits** annually.

- **Experience with Notable Municipalities in the Southeast:** We are the current auditor of some of the most notable and recognized municipalities in the Southeast. These clients include Tequesta, Naples, and Hallandale Beach, Florida; Atlanta and Savannah, Georgia; and Charleston, South Carolina.

- **Experienced Personnel:** The personnel included in this proposal for your engagement have numerous years of professional experience in the governmental sector and are dedicated to serving this industry. We make every effort to retain experienced and qualified staff which will assist in providing staff continuity. The quality of the proposed engagement team is the clearest evidence of our commitment to serve you.
- **Responsiveness and Large Firm Resources with Small Firm Sensitivity:** We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- **Information Technology Services:** We are proud to be one of the few firms in the Southeast to utilize Artificial Intelligence tools as part of our audit process. We also use a web-based file transfer software called Suralink. These tools provide for a more effective and efficient audit. We also have resources to address the evolving cybersecurity threats to your government by having Certified Information Systems Auditors (“CISA”) on staff and who are certified by the American Institute of CPAs (“AICPA”) to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- **Education:** Presently, Mauldin & Jenkins clients have the opportunity to register and receive a minimum of sixteen hours of complimentary continuing education on an annual basis. We take our experience in serving governments, and choose timely and relevant topics to provide ongoing education to our clients. We believe education and training to be a key element of serving our governmental clientele. These classes are taught by Mauldin & Jenkins professionals, who also spend time each year teaching at various National and State Governmental Conferences.
- **Nationally Recognized:** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the Firm’s influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA’s (AICPA’s) sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the Board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. In January 2020, our own Joel Black accepted the opportunity to serve as the Chairman of the Governmental Accounting Standards Board (GASB). Mauldin & Jenkins is a leader nationally.

We realize the difficulty in selecting an audit firm. By selecting Mauldin & Jenkins, you will be provided excellent client service and operational best practices stemming from our service to hundreds of governmental entities. We understand the work requested and are committed to meeting your needs. Thank you very much for considering our Firm and allowing us to present our proposal. This proposal represents a firm and irrevocable offer for 90 days from the date of the proposal. As a partner of Mauldin & Jenkins, Wade Sansbury is authorized to bind and make representations for the Firm. He will be the ultimate party responsible for the quality of the report and working papers. Wade and Daniel are both out of our Bradenton, Florida office.



Daniel R. Anderson, CPA, Partner
danderson@mjcpa.com
 941-741-2213 (direct)

Sincerely,
 MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA, Partner
wsansbury@mjcpa.com
 1401 Manatee Ave West, Suite 1200
 Bradenton, Florida 34205
 Fed ID: 58-0692043
 941-741-2255 (direct)

Section 2: Approach to the Project

Executive Summary

With extensive partner involvement and a team of dedicated governmental specialists, Mauldin & Jenkins will provide the Town of Juno Beach, Florida with the service and insight needed to achieve your goals.

Our Understanding of the Town of Juno Beach's Requirements/Needs

The Town desires our Firm to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards and procedures recommended by the American Institute of Certified Public Accountants, the standards for financial audits as set forth in the U.S. General Accounting Office's *Government Auditing Standards*, and the provisions of the U.S. Office of Management and Budget Uniform Guidance (formerly Circular A-133), the Florida Single Audit Act, and the Rules of the State of Florida Auditor General as amended. We will provide the following as required by the Town and the Community Redevelopment Agencies, as applicable:

- An independent auditor's report on the fair presentation of the Governmental Activities and the Major Fund, which collectively comprise the Town's basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary information and the Schedule of Expenditures of Federal and State Awards "in relation to" the audited financial statements, if applicable.
- An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*. Which will include any reportable conditions.
- An independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, Rules of the Auditor General of the State of Florida. These reports will include any reportable conditions or instances of noncompliance.
- A management letter that outlines any constructive suggestions for improvement to management.
- An independent accountant's report on our examination of the Town's compliance with Section 218.415, Florida Statutes, with respect to the Town's investment of public funds.
- Support and assistance in the implementation of any new changes in regulations by the GASB, FASB, GAO or the Auditor General.
- Any additional auditing services or agreed upon procedures required by the Town. These services/procedures will be performed only upon approval of a written agreement between the Town and Mauldin & Jenkins, LLC.

To effectively address these issues and meet your key short- and long-term objectives, the Town needs dependable, objective information. Therefore, as shown in *Figure 1*, you are seeking a proven, local firm to:

With one of the largest governmental audit practices in the Southeast, our team will ensure efficiency, minimal disruptions, and substantial insight for the Town’s management and Council Members.

Not Only

- Perform an annual audit and report on the financial statements of the Town
- Perform an annual compliance audit for the Town including the performance of state and federal Single Audits

But Also

- Candidly communicate with management regarding results and industry and regulatory updates, allowing for greater efficiency and better decision making
- Actively involve senior team members in all phases of the engagement, ensuring reliable, responsive service and quick issue resolution
- Provide value-added recommendations to strengthen the Town’s operations and internal controls

Figure 1. Our Understanding of the Town of Juno Beach’s True Service Needs

An Efficient, Value-Added Approach to Achieving Your Objectives

Our approach will be rooted in continuous communication with the Town’s management and Audit Committee. From day one, our team will take the time to understand your issues and keep you abreast of changing financial demands.

This knowledge will allow us to maximize efficiency, minimize disruptions, and tailor our approach to your operations. Further, partners Wade Sansbury and Daniel Anderson will personally oversee each engagement step, ensuring dependable service and guidance.

Ultimately, our team will deliver reliable, insightful information, as well as valuable recommendations to improve the Town’s controls and strengthen your operations.

Why Mauldin & Jenkins Is Best Suited to Serve the Town

As shown in *Figure 2*, our team’s expertise, dedication, and proactive approach are ideally suited to serve the Town.

Our team’s depth of governmental experience, training, and industry involvement will yield valuable intelligence, allowing the Town to leverage best practices and advance operational performance.

Mauldin & Jenkins Differentiator	Benefit to the Town of Juno Beach
Maximizing Efficiency with Deep Governmental Experience	
In addition to serving more than 700 governmental entities throughout the Southeast, from small special districts to large entities with over \$4.5 billion in assets, our professionals serve in leadership and instructor roles for various state governmental associations, governmental schools, and industry organizations including the AICPA.	Our team’s depth of governmental expertise, combined with their professional and industry involvement, gives them up-to-date knowledge of the trends, regulations, and standards affecting the Town—allowing them to quickly address technical and operational issues.
Strengthening Operations with Frequent, Value-Added Communication	
Our team members and Firm publications, such as our quarterly newsletter and free continuing professional education classes, will provide the Town with regular updates of and guidance on regulatory, industry, and accounting developments.	Instead of just resolving your financial statement and grant compliance issues, our governmental specialists will also help prevent them—empowering the Town with the knowledge and best practices to strengthen your operations.
Ensuring Dependability with Continuity and Active Leader Involvement	
Our team will feature ongoing partner involvement throughout every audit phase—including fieldwork—as well as a dedication to staff continuity. And with an annual turnover rate well below the industry average, we can deliver.	With dependable oversight and a long-term commitment to team staffing, the Town will enjoy reliable, responsive, and time-saving service from professionals with a deep understanding of your structure and challenges.
Fulfilling Long-Term Service Needs with a Depth of Firm Resources	
In addition to being one of the oldest and largest regional accounting firms in the Southeast, Mauldin & Jenkins has a 100+ year track record of providing high-quality service to governmental entities across the Southeast.	With 160 governmental specialists and more than 500 professionals across several specialties, we have the resources, capability, and expertise to meet your long-term service needs as the Town grows and changes.

Specific Audit Approach

Audit Methodology

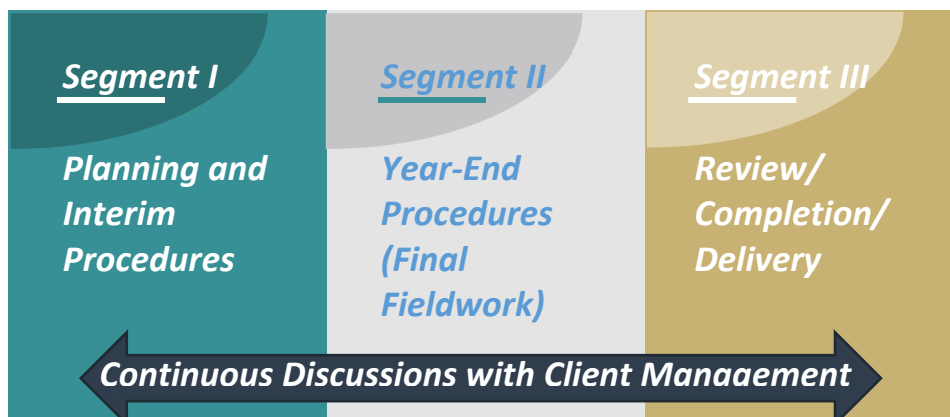
Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- “Generally Accepted Auditing Standards” developed by the American Institute of Certified Public Accountants (AICPA).
- *Government Auditing Standards* issued by the Comptroller General of the United States (also referred to as “Yellow Book”).
- Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.
- Single Audit Acts Federal and State of Florida.
- The Uniform Guidance, OMB Circular A-133 and other applicable OMB Circulars.
- Sections 11.45 and 218.39 of the Florida Statutes.
- Regulations of the State of Florida Department of Financial Services.
- Rules of the Auditor General and other Florida agencies as relevant.

Tailored Approach – For each engagement we begin with a detailed audit plan based on our detailed understanding of the Town’s policies, procedures, and risk areas. We obtain this understanding through the performance of walkthroughs and internal control documentation questionnaires. We then develop audit procedures based on our engagement specific risk assessment. We use Firm manuals specifically designed for governments to develop audit programs tailored to the Town which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the Town present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America.

Proposed Segmentation of the Engagement

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the Town’s prior financial statements, budgets, request for proposal, past experience, and other information available. These procedures will be applied for the annual financial statement audits.



Segment I: Planning and Interim Procedures

This segment includes:

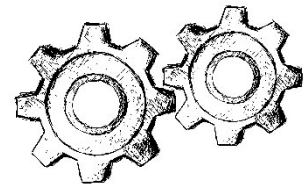


- Obtaining a signed engagement letter for the financial and compliance audit;
- Meeting with Town management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Reviewing previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Reading minutes of Town meetings;
- Reviewing the Town’s current year budget, as adopted and revised;
- Reviewing new debt agreements, and other various documentation;
- Updating our understanding of the Town’s accounting policies and procedures, including the financial and other management information systems utilized by the Town;
- Updating our already in-depth knowledge of the Town’s EDP equipment, software and systems in use;
- Performing analytical reviews to determine critical areas and assess risks;
- Performing a preliminary evaluation of the internal control structure at the account and assertion level;
- Designing and performing applicable tests of controls related to the financial statements and internal accounts;
- Making fraud inquiries and assessing the risks of material misstatement;
- Obtaining a list of cash, investment, debt, and selected revenue accounts for confirmation purposes, as applicable;
- Determining audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtaining a preliminary Schedule of Expenditures of Federal Awards to initiate planning and internal control testing for the Single Audit;
- Preparing year-end audit programs;
- Meeting with appropriate Town personnel to discuss the results of our preliminary audit work.

Segment II: Final Audit Fieldwork Procedures

This segment includes:

- Conducting an analytical review of account balances based on closing balances;
- Testing the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Testing receivable cut-offs and balances, including an analysis of subsequent receipts;
- Reviewing and testing supporting documentation for the allowance for doubtful accounts, prepaid items and other assets;
- Vouching capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Testing accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Testing accrued payroll, compensated absences, OPEB payable, and other accrued liability cut-offs and balances;
- Testing debt balances and debt covenant compliance, if applicable;
- Testing compliance with applicable laws and regulations;
- Testing the classification of net position (unrestricted, restricted and net investment in capital assets);
- Performing analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtaining and auditing the final Schedule of Expenditures of Federal Awards;



- Completing compliance tests for the major programs selected for testing as required by the Federal Single Audit Act, as applicable;
- End of fieldwork exit conference.

Segment III: Review, Completion and Delivery Procedures

This segment includes:



- Reviewing workpapers to ensure quality and thoroughness of audit procedures;
- Summarizing the results of audit procedures;
- Obtaining attorney letters;
- Evaluating commitments, contingencies and subsequent events;
- Proposing audit adjustments;
- Summarizing and evaluating passed audit adjustments;
- Evaluating compliance exceptions;
- Reviewing draft financial statements and related note disclosures;
- Performing financial condition assessment procedures;
- Preparing drafts of audit reports and management letter;
- Delivering drafts of audit reports and letters to appropriate client officials;
- Finalizing all reports and management letter;
- Obtaining signed representation letter and the Town’s approval of the final financial statements;
- Drafting the Data Collection Form and obtaining the Town’s approval;
- Preparing and providing the Town a PDF document and “camera ready” copy of the audited financial statements;
- Final exit conferences and presentations with appropriate Town officials.

Following the completion of the audit, we will provide written draft reports to management for review and approval including the following:

- An independent auditor’s report on the fair presentation of the Governmental Activities and Major Fund, which collectively comprise the Town’s basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary information and the Schedule of Expenditures of Federal and State Awards “in relation to” the audited financial statements, if applicable.
- An independent auditor’s report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*, which will include any reportable conditions.
- An independent auditor’s report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, Rules of the Auditor General, of the State of Florida. These reports will include any reportable conditions or instances of noncompliance.
- A management letter that outlines any constructive suggestions for improvement to management.
- Any comments required by the Rules of the Auditor General, Chapter 10.554(1)(i).
- Acknowledgement and communication surrounding Statement of Auditing Standards (SAS) No. 114, *The Auditor’s Communication with Those Charged with Governance*. We will provide, as required, communications to management on each of the following:
 - Our responsibility, as your auditors, under auditing standards generally accepted in the United States of America.
 - Accounting policies.
 - Management’s judgments and accounting estimates.

- Financial statement disclosures.
- Related accounting matters.
- Significant difficulties encountered in performing the audit.
- Audit adjustments.
- Disagreements with management.
- Representations from management.
- Management consultation with other accountants.
- Significant issues discussed with management.
- Other information in documents containing audited financial statements.
- Independence.

Level of Staff and Number of Hours to be Assigned

Based on the Town’s request for proposal, we have also prepared a schedule of events, including level of staff and number of hours to be assigned to each proposed segment of the engagement, which is representative of the expected 2023 audit in the following tabular presentations:

Segmented Hours by Staff Level				
Segments	Engagement Team Members by Level			
	Partner	Manager	Staff	Total
Segment I - Planning and Interim Procedures	10	10	10	30
Segment II - Final Audit Fieldwork Procedures	10	40	40	90
Segment III - Review, Completion and Delivery Procedures	20	20	20	60
Total Engagement	40	70	70	180

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement balance in accordance with U.S. Generally Accepted Auditing Standards. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible. Analytical procedures may augment substantive tests of details depending on our overall risk assessment of Town accounts.

The elements of analytical procedures we plan to consider are as follows:

1. Identify the factors on which a given accounting result should depend;
2. Determine the approximate relationship between the accounting result and those underlying factors;
3. Predict what the current results should be if that relationship continued;
4. Compare the actual current result to the prediction;
5. Investigate and corroborate significant variances between the actual result and the prediction;
6. Reach a conclusion as to the reasonableness of the reported result.

Types of analytical procedures employed will include:

- Reviewing changes from prior years for reasonableness;
- Reviewing accounts for items larger or smaller than expected when compared to budgets or forecasts;
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios;
- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

Approach to be taken to Gain and Document an Understanding of the Town's Internal Control Structure

For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the Town's control structure consists of the following five elements as they relate to the Town's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements: (1) the control environment; (2) risk assessment; (3) control activities; (4) information and communication processes/systems; and (5) monitoring. The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the Town's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed;
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the Town is using them;
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis;
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

Approach to be taken in Determining Laws and Regulations to be Subject to Audit Test Work

Standards for testing and reporting on compliance with laws and regulations are established by Auditing Standards AU-C Section 935, *Compliance Audits*. We will use this guidance to perform tests to determine the Town's compliance with certain provisions of laws and regulations (Florida Statutes, etc.), contracts, grant agreements, and debt agreements, where noncompliance could have a *direct and material effect* on the financial statements.

Our approach to be taken to determine the laws and regulations that will be subject to audit test work will include procedures designed to identify requirements found in legal or legislative data, administrative regulations, and documents associated with grant and contract arrangements. The following procedures and policies will be applied depending on the nature and materiality of the laws and regulations:

- During the planning phase, the type of audit to be performed, as it relates to compliance matters, will be communicated to all personnel assigned to the engagement.
- Obtain a list of all federal award programs from which the client received and expended funds and identify, using the prescribed risk-based approach, the major programs required to be audited. If a program-specific audit is required, identify the award program to be audited.
- Identify applicable state and local statutory and regulatory requirements and contractual requirements.
- Plan and document the audit procedures to be performed relative to material state and local statutory and regulatory requirements and contractual requirements.
- Perform and document federal, state, and local statutory, regulatory and contractual compliance audit procedures as deemed to be applicable and appropriate during the planning stage of the engagement.
- Make specific inquiries of management concerning the following matters:
 - The Town's compliance with laws and regulations.
 - The Town's policies relative to the prevention of statutory, regulatory and contractual violations.
 - The use of directives issued by the Town and periodic representations obtained by the Town from officials and other management personnel at appropriate levels of authority concerning compliance with laws and regulations.
- Specific testing for issues that are unique to Florida governments:
 - Testing as to whether or not the Town complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
 - Testing as to the Town's compliance with Section 166.241, Florida Statutes, regarding adoption and reporting of annual budget, such as the minimum information required to be included in the budget, when the budget must be posted on the Town's website after adoption, requirements on posting budget amendments.
 - Testing of debt covenant compliance requirements.
 - Testing of the financial condition assessment procedures pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, of the State of Florida, and determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes and Chapter 2012-38, *Laws of Florida*.

Approach to be taken in Drawing Audit Samples for Purposes of Tests of Compliance

Applicable auditing standards state that, in testing for compliance with laws and regulations, the number, selection, and testing of transactions is based on the auditor's professional judgment. None of the guidelines, primarily AU-C Section 250, explain whether this requirement to select a representative number for testing compliance means that audit sampling is necessary.

The two possible approaches to audit sampling are nonstatistical and statistical. AU-C Section 530, *Audit Sampling*, indicates that both of these approaches are capable of producing sufficient evidential matter, if properly applied. The types of procedures that are applied are not determined by the sampling approach used. Either approach may be used to apply whatever tests of details deemed necessary in the circumstances. The importance of professional judgment cannot be overemphasized as it applies to the evaluation of the adequacy of evidential matter generated by the sampling approach. Regardless of the sampling approach selected, we will properly plan, perform, and evaluate the results of the sample. Professional judgment must be used to relate the sample results to other evidential matter when we form a conclusion about compliance with laws and regulations. It should be noted, however, that not all tests of compliance or controls are transaction related. If we decide to use audit sampling, attention is focused on which sampling approach (statistical or nonstatistical) to use. Substantial information is given in the AICPA Sampling Guide and several college and professional books on the use of various statistical sampling approaches.

The basic requirements that relate to all compliance related samples, statistical and nonstatistical, are as follows:

- **Planning.** We will relate the population to the objective of the audit test; i.e., defining the population and sampling unit.
- **Selection.** We will select items that can be expected to be representative of the population.
- **Evaluation.** We will project sample results to the population and consider sampling risk.

In a compliance sampling application, the population is defined as all items that constitute the account balance or class of transactions, or the portion of the balance or class, being tested (i.e., all expenditures of the Town above a certain threshold required to be bid). The population for a substantive sample usually is the account balance or class of transactions excluding those items selected for testing because of individual significance. The term individually significant item encompasses two types of items:

- Individually significant dollar items.
- Unusual items (that is, items that have audit significance by their nature).

Due to the nature of tests of controls or compliance, we ordinarily are not concerned with identifying individually significant items when tests of controls or compliance are performed using audit sampling. Sampling results can be projected only to the population from which the sample is drawn. The use of the wrong population for a sampling application could mean that conclusions based on the sample are invalid for our purpose.

The sampling units are the individual items that are subjected to tests and that represent the components of the population. It is important to properly identify the sampling unit before the sample is selected to produce an efficient and effective sampling application. Examples of sampling units would be individual capital disbursements, etc. The determination of the specific sampling unit is influenced by the following considerations:

- The sampling unit should produce an efficient sampling plan.
- The sampling plan must be effective to accomplish its objectives.
- The nature of the audit procedures can determine the sampling unit to be used. AU-C Section 530 requires a “representative sample”. There are several commonly used methods of selecting samples that meet the criteria of representativeness stipulated by AU-C Section 530. The following are some of those methods: random (can be statistical or nonstatistical), systematic (can be statistical or nonstatistical), or haphazard (nonstatistical).

We will evaluate whether the sample selected seems representative of the population to be tested. If the sample does not seem representative, we would reselect. For all items in the population to have a chance to be selected, we will determine that the sample population actually includes all the items (e.g., capital disbursements, etc.) comprising the balance. There are many ways to determine the completeness of a sample population, including:

- If the sample is selected from a trial balance, we can foot the trial balance and reconcile the total to the account balance.
- If the items are numerically sequenced, we can scan the accounting records to account for the numerical sequence of items in the population and select the sample from that sequence.

The two sampling forms presented both include a step that allows the auditor to document how the completeness of the sample population was considered. Whenever practical, we will consider using random selection (with a random number table or microcomputer-generated numbers) or systematic selection. Haphazard selection may be used when the population is not numbered or when other circumstances make use of a random-based method impractical. Using one of these random-based methods does not make the sampling application statistical.

The evaluation of sample results has two aspects. We will need to project the noncompliance. Also, we will need to consider the sampling risk. In a statistical sample, sampling risk must still be considered and restricted to a relatively low level but cannot be objectively measured. This is the primary conceptual distinction between statistical and nonstatistical sampling. In the two nonstatistical sampling approaches presented in this section, sampling risk is assessed by considering whether the rate or amount of exceptions identified in the sample exceed the expected rate or amount of exceptions used in designing the sample.

Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement

Our approach is evolving to utilize artificial intelligence tools to scan entire populations and is fast eliminating the need for sampling. In some situations, sampling will still be necessary or required. When we utilize audit sampling, we do so as provided in U.S. Auditing Standards AU-C Section 530, *Audit Sampling*. We would plan to utilize audit sampling whenever a decision is made to apply a specific audit procedure to a representative sample of items within the account balance or class of transactions with the objective being reaching a conclusion about the entire balance or class.

We anticipate using audit sampling on the following types of audit tests:

- Substantive tests of details of balance sheet account balances;
- Substantive tests of details of transactions;
- Tests of controls;
- Tests of compliance with laws and regulations.

Our use of audit sampling will be based on the guidance in AU-C Section 530 and the AICPA Audit and Accounting Guide - Audit Sampling.

Experience with EDP Systems and Extent of the Use of Audit Software in the Engagement

Mauldin & Jenkins utilizes a 100% paperless audit approach to the performance of all of our audits via the utilization of ProSystems Engagement. This software has been used by our Firm for many years and allows us to streamline the overall audit process. Additionally, standard Microsoft applications are utilized in conjunction with ProSystems; these include Word and Excel. All of our audit team members are equipped with laptop computers and are extensively trained in the use of our computer applications.

Our Bradenton office team members have extensive experience with the MUNIS Financial Management System. We have a thorough understanding of the modules within this system, specifically the account inquiry, vendor inquiry, journal inquiry, capital asset module, payroll module, and various other functions and modules within the software. We are very proficient in its use and functions and thus typically have the ability to work on our own running reports, obtaining audit documentation, etc. during the audit process. If given the access by our clients, we are able to also perform typical testing through client systems remotely from remote locations, such as our office or elsewhere. We believe that this is an efficient way to utilize the Town's resources while also not burdening Town staff with requests for information as we have knowledgeable professionals who can easily access the information through the Town's software.

The Management Advisory Services (MAS) department of Mauldin & Jenkins includes certain individuals who have had substantial training in the accounting, auditing, and use of Electronic Data Processing (EDP) Systems. To compliment these highly trained individuals, all members of the audit staff have also had significant training in computer auditing techniques. Mauldin & Jenkins uses a very detailed and structured approach in using computer auditing techniques, which has been extremely successful for us in our past engagements.

At the start of the engagement during our planning phase, we will assess the computer systems used by the Town, and plan the specific computer aided auditing techniques to be used. This will decrease time spent in initial file setup, trial balance setup, and data integrity testing. This approach will allow for more effective audits resulting in a fast sort, filter and analysis of multiple transactions in a population, and provide for drilling down on those items that have the highest risk. Examples of uses of extraction and data analysis in our audit approach are listed below:

- 1) Summarizing disbursements for a period by dollar range and compare to policy guidelines for complying with certain attributes (approvals and signature requirements, etc.);
- 2) Searching check register listings for unrecorded items or checks written during the fiscal year;
- 3) Converting bank or investment activity statements to Excel to provide for a quick listing of deposits for an entire period/year;
- 4) Converting vendor file information to Excel and comparing employee files with addresses for any similar or unusual items related to vendor files;
- 5) Analyzing general ledger detail transactions and journal entries for effective and efficient testing of all activity for the fiscal year as compared to the prior year;
- 6) Downloading trial balances, detail journals, and selected transaction files into our software through IDEA.

The trial balance downloaded will then be used to agree to the ultimate draft of the Town's financial statements ensuring that all adjustments and balances are brought forward into the financial statements and providing a clean audit trail for review and support of the Town's financial statements. Should the Town desire a need for our computer aided techniques for non-audit purposes, we would be happy to assist management with our expertise in data extraction and analysis.

Artificial Intelligence (AI)

Mauldin & Jenkins is excited to be one the first accounting firms in the Southeast to utilize an artificial intelligence tool as part of our audit process – the AI Auditor. The AI Auditor allows for us to scan 100% of your transactions and provide new risk based insights during the audit (such as anomalous transaction patterns found). These risk based insights can be opportunities to correct mistakes or point to areas where there may be malicious activity. As part of our audit methodology, AI systems are becoming what sampling used to be. Sampling was a coping mechanism for big data; the new coping mechanism for big data is Artificial Intelligence (AI). As the amount of data in all audits increase, tools like these are more and more necessary to ensure we can provide you the highest quality audits and advice.

Workflow Software and Ability to Work in Remote Environment

In addition to the usage of technology above, our Firm uses the workflow management tool called Suralink. This platform combines a dynamic and digital client assistance list, assignment workflow, and secure file hosting to deliver a more efficient and organized engagement for our clients and audit team. For the first time, everyone involved in the engagement will have a real time view of the document collection process.

Suralink features include:

The infographic details the following features of Suralink:

- Dynamic Request List:** The dynamic request list is integrated with a secure file hosting system for seamless document-request coordination.
- Approval Workflow:** Quickly and easily manage the lifecycle of each request. Easily track what's been done and what is still outstanding.
- Dashboard:** Get a bird's eye view of the document gathering process in real time and easily assess the progress of your engagement.
- Easy Communication:** System increase the effectiveness of our communication with you with the ability to add comments specific to each request.
- Timeline & Notifications:** Receive instant notification of any new activity performed and what happened while you were away.
- Export:** You can always print or export your list for any reason. You can mark items off and always know where your project stands.
- Security:** Suralink boasts state of the art encryption, daily backups, and takes advantage of the latest security standards.

In addition to the above accumulation of information electronically via the use of Suralink, Mauldin & Jenkins is very effective in working from a remote environment if requested or necessary. In prior audits, our governmental clients have allowed us read-only access to their systems and we are able to run reports, view purchase orders, invoices, reconciliations, etc. with this access. Our staff are very accustomed to working in this manner to reduce the overall disruption the annual audit otherwise could create for our clients. This has become even more important during the pandemic situation to continue to be able to serve our clients while not being able to physically be with our clients.

Assistance with GASB Pronouncements

GASB has issued over 60 pronouncements in the past 20 years, and continues to research various projects of interest to governmental units. Subjects of note include:

- Re-examination of the financial reporting model;
- Revenue and expense recognition;
- Footnote disclosures;
- Capital assets reporting;
- Contingencies and risk disclosures; and
- Investment fees reporting and disclosures.

Considering the number of recently issued or pending GASB pronouncements, we believe proactive training on the parts of auditors and auditees to be of great importance. As in the past with our governmental clients (via free CPE and general discussions), our priority is to communicate all significant information to our clients and offer special training sessions relative to these subjects.

Methodology to be Used in Performing the “Risk Based” Approach in Determining Major Federal Programs

The Uniform Guidance of 2 CFR 200 (the “Uniform Guidance”), which replaced OMB Circular A-133 in implementing the audit requirements of the Single Audit Act, states that the auditor should use a risk-based approach to determine which federal programs are major programs. The Uniform Guidance also places the responsibility for identifying major programs on the auditor and provides criteria for the auditor to use in applying a risk-based approach. In evaluating risk, we will utilize the prescribed approach which considers, among other things:

- The current and prior audit experience with the Town.
- Oversight by the federal agencies and pass-through entities.
- Changes in personnel or systems.

We will utilize Firm governmental manuals and the Uniform Guidance to apply the risk-based approach as illustrated in the following steps:

- We will obtain the government’s schedule of expenditures of federal awards identifying each program/cluster.
- We will identify the programs/clusters with expenditures that meet the dollar threshold for Type A.
- We will perform risk assessment of the Type A programs/clusters to determine if any are low-risk programs and if they are not low-risk, they will be identified as major programs under the risk-based approach.
- For programs/clusters with expenditures that do not meet the dollar threshold for Type A, they will be identified as Type B programs and evaluated as to whether each Type B has expenditures that meet the dollar threshold for risk assessment and whether the Type B is considered a high-risk program.
- The total dollar amount of major programs determined in steps 3 and 4 above will be compared to the total federal expenditures to ensure the appropriate coverage is obtained. The major program expenditures must be at least 20% of total federal expenditures if the Town is deemed a low-risk auditee and at least 40% if the Town is not considered low-risk.

The standards allow for the risk criteria described above to be waived in the first year after a change in auditors. Exercising the waiver would result in all Type A programs/clusters being audited as major programs. We would consider this option and compare the major program determination using this method to that of the risk-based approach in performing the Single Audit of the Town for the first year a Single Audit is required.

Assistance with GFOA Certificate Program

Mauldin & Jenkins serves over 150 entities who seek and receive the GFOA Certificate on an annual basis. As part of the audit process, we review the entire Annual Comprehensive Financial Report, and complete the GFOA Disclosure Checklist to ensure all requirements are met. Additionally, we obtain and evaluate the GFOA points the Town received from the prior fiscal year to make sure each comment (if applicable) was addressed and assist the Town in drafting their response to each GFOA point. Lastly, we are available to assist management in the GFOA application process to ensure all requirements have been met. Mauldin & Jenkins is proud to state that all clients who have applied for the award have received it.

Membership

Our Firm is a member in good standing with all of the following professional organizations: American Institute of Certified Public Accountants (AICPA), Florida Institute of Certified Public Accountants (FICPA), Government Finance Officers Association (GFOA), the Florida FGOA, and the AICPA Governmental Audit Quality Center. We are committed to the governmental sector as well via our involvement with these organizations as well as our volunteer work we provide via training and speaking engagements with these and other organizations. Note that as mentioned in our Letter of Transmittal, our very own Joel Black is now currently serving as Chair of the Governmental Accounting Standards Board. We have also had Firm personnel serve as the Florida Institute of CPAs Board Chairman and the AICPA Board Chairman. These are all evidence of our presence within the national governmental market place and also serves as examples of our commitment to the governmental sector.

Anticipated Schedule

The below time frames are estimates based on our understandings of the Town’s needs. We at Mauldin & Jenkins would be flexible in the timing of certain events as requested by the Town. As noted in the table below, we want to work with Town personnel in an effective manner. We intend to do a great deal of planning and tailoring of our approach from our initial visits. We do not want our clients to feel that they have to reinvent the wheel every time we ask for something. However, to make this process cost the Town as little as possible (both in dollars and their individual time), it is important to start only when ready and avoid auditing a moving target. The following table attempts to depict the timing and key elements of the planned audit process:

Timing of Audit Process and Procedures						
Segments	Sep	Oct	Nov	Dec	Jan	Feb
Segment I - Planning and Interim Procedures						
Ongoing consultation on major issues and developments throughout the year, and greater discussions as year end approaches (such as new GASB standards).	█					
Meet management to discuss audit risks and scopes.	█					
Engagement team planning meetings and performance of interim audit procedures.	█	█				
Gain understanding of significant processes and key controls.		█	█			
Perform testing of key controls with goal of reducing substantive audit testing.		█	█			
Determine nature, timing and extent of substantive tests to be performed.		█	█			
Finalize audit plan based on results to-date.		█	█			
Segment II - Final Audit Fieldwork Procedures						
Perform substantive tests (detail testing of respective general ledger/trial balance accounts, and final analytical procedures and key ratios and relationship of financial data).				█	█	
Conduct a final evaluation of risk assessments.				█	█	
Conduct of progress meetings with management as needed and as often as desired.				█	█	
Preparation and delivery of draft Annual Comprehensive Financial Report (ACFR), reports, findings, management letter comments, and any other deliverables.				█	█	
Meeting with management to discuss draft deliverables and final completion and presentation time frames.					█	█
Segment III - Review, Completion and Delivery Procedures						
Upon management's review, delivery of ACFR, internal control reports, and management letter to management.						█
Presentation of audit deliverables to the governing board.						█

Identification of Anticipated Potential Audit Problems

Single Audits

Single Audits can be quite cumbersome – especially during a time when new programs are being created and new funding streams are available from the federal government. Since 2020, we have seen a significant amount of new federal funding made available via the Coronavirus Aid, Relief, and Economic Security Act (“CARES”), the Omnibus Appropriations and Coronavirus Relief Package, the American Rescue Plan Act, and most recently, the Infrastructure Investment and Jobs Act.

Obtaining the needed information from a compliance and financial perspective can be difficult for the auditor and auditee. We anticipate similar difficulties in performing the audit of the Town if a Single Audit is required. However, we do believe that with proper planning and communication by all sides, and with the assistance of Town personnel, all potential problems should be easily overcome.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**the Uniform Guidance**), entails more than 100 pages of regulations in applying for, managing, and auditing federal grants and cooperative agreements. The Uniform Guidance includes many complex requirements for you as the auditee to adhere to – including those related to procurement (which seemingly continue to evolve), sub recipient monitoring, and indirect costs. We have a very good understanding of both the auditor and grant recipient requirements of the Uniform Guidance and are available to assist you in adhering to the provisions thereof.

Additionally, we are active members of the AICPA’s Government Audit Quality Center (GAQC) which continues to provide significant updates and guidance to the funding created by the federal government in response to the COVID-19 pandemic. As members of the GAQC, we have direct access to the information as soon as it is made available and can be a valued resource to the Town as a recipient of any of this new funding.

Other Potential Problems

In addressing any issue, communication and timely resolution are critical. Mauldin & Jenkins prides itself in developing professional relationships and rapport with clients which facilitate open and honest communication. Mauldin & Jenkins’ stance would be based on reporting meaningful information to the financial statement users, but understanding that the financial statements are the Town’s representations. To do less would compromise our independent status.

We use the following approach to seek a mutually agreeable resolution of accounting and reporting issues:

- Step 1** Define and understand the issue through discussion with the Town’s management and verified audit information.
- Step 2** Make an initial assessment of the impact of alternative accounting treatments.
- Step 3** If the impact has significant potential, gather research which may include the following: obtain the Town’s research and rationale for their position; gather additional details; draw on common practices within other similar sized governments; utilize recognized Firm experts.
- Step 4** Discuss with Town staff the Firm’s preferred position and rationale.
- Step 5** Resolve the issue.

Section 3: Past Experience

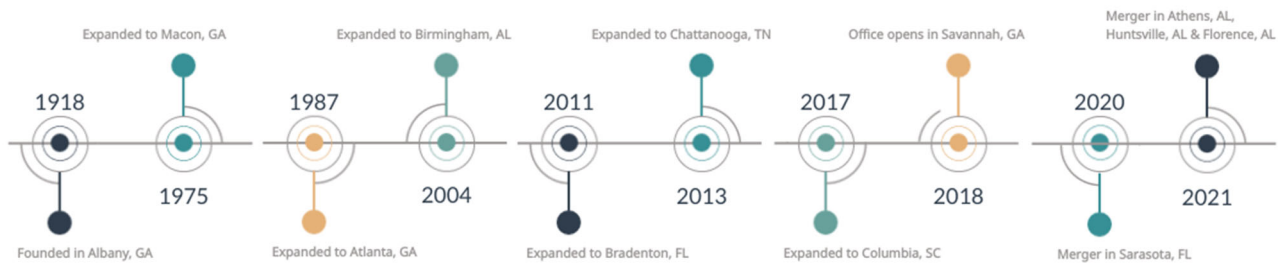
Experience and Qualifications

Firm Qualifications and Experience

Mauldin & Jenkins was formed in 1918 and has been actively engaged in governmental auditing since its inception. We have been operating in Florida since 2011. Mauldin & Jenkins is considered to be one of the Southeast's largest locally owned providers of audit and accounting services and one of the largest certified public accounting firms in the country. Mauldin & Jenkins serves clients throughout the southeastern United States. Mauldin & Jenkins is considered to be a large regional firm.

Mauldin and Jenkins has offices located in Bradenton and Sarasota, Florida; Atlanta, Macon, Sandy Springs, Albany and Savannah, Georgia; Chattanooga, Tennessee; Raleigh, North Carolina; Columbia, South Carolina; Athens, Huntsville, Florence, and Birmingham, Alabama. We have a practice structure with the scale to serve governmental clients well due to the efficient allocation of resources in our geographic area.

Firm History and Expansion



Mauldin & Jenkins provides over 139,000 hours of service to governmental entities on an annual basis. The Firm's governmental practice is the largest niche in the Firm representing approximately 30% of the Firm's total practice. However, size and resources alone are not the most meaningful measure of success; in the end, our clients remain the best judges of Mauldin & Jenkins' value. Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **410,000** - approximate total hours of service provided annually to clients of the Firm
- **139,000** - approximate total hours of service provided annually to governmental clients
- **54%** - percentage of governmental practice as compared to Firm's attestation practice
- **30%** - percentage of governmental practice as compared to Firm's overall practice
- **700** - approximate total governmental entities served in past three years
- **535** - total number of Firm personnel
- **154** - total clients served who obtain the GFOA/ASBO Certificates
- **47** - total clients with publicly issued debts in excess of \$75 million
- **71** - total number of Firm partners
- **25** - total number of full-time governmental partners and directors
- **16** - total number of full-time governmental managers
- **150** - total number of professionals with current governmental experience
- **293** - number of federal Single Audits performed by the Firm in 2022 covering over \$7 billion in federal expenditures (more than any other firm in our geographic service area)

A Century of Service

Mauldin & Jenkins’ commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus), are trained to understand the issues and meet the needs of state and local governmental entities.

As noted previously, Mauldin & Jenkins employs **40 partners, directors and managers** who dedicate **100%** of their time serving governmental clients. We also have numerous additional professionals with current experience in providing services to governmental entities – many of whom spend their time exclusively on governmental clients. Mauldin & Jenkins’ dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as “bench strength” at all levels, allowing us to respond swiftly and effectively to your evolving needs.

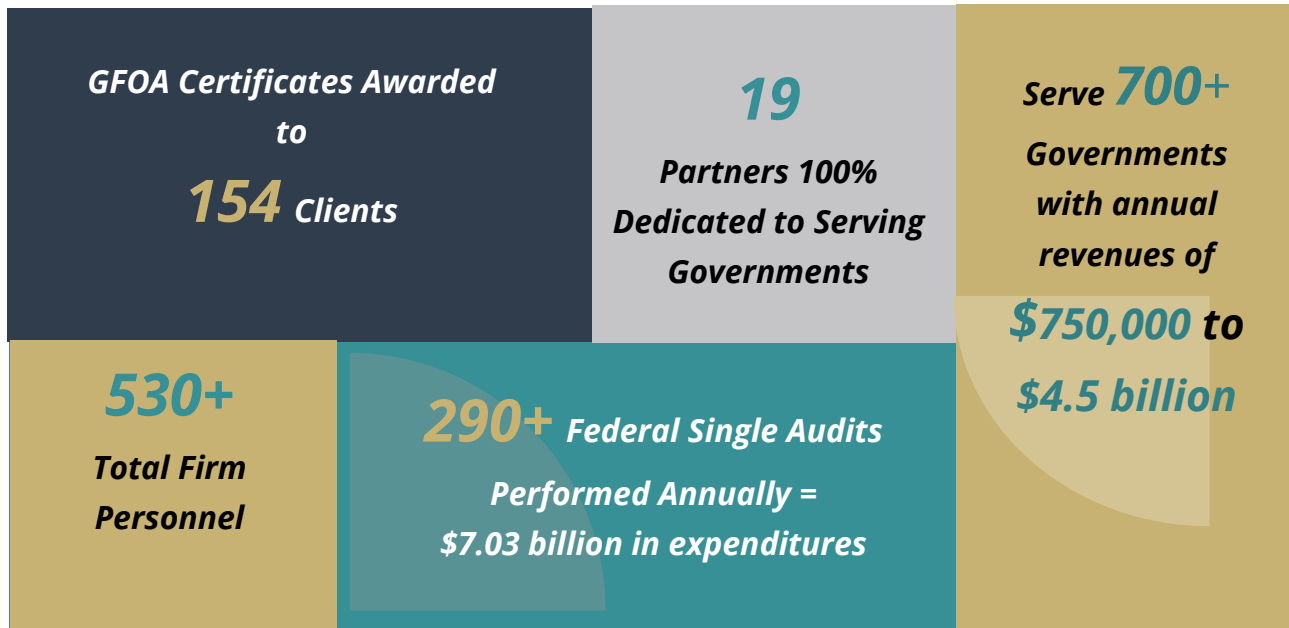


The goal of our governmental practice is to help governments improve their financial processes and strategies so that they can in turn, achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele. As noted in our Letter of Transmittal, we currently **serve over 700 governments in the Southeast.**

Location of the Office from which the Work is to be Performed

The Bradenton office will be the office providing services to the Town and employs **20 professionals with current experience in providing services to governmental entities** and who will meet the continuing professional education requirements set forth in the U.S. General Accounting Office *Government Auditing Standards*. In addition to specializing in assurance and consulting services for local governments, the Bradenton office also provides assurance and consulting services for nonprofit and financial institution organizations, as well as tax and advisory services for individuals and business. A further profile of the Bradenton office and the Firm’s **professional** staff as a whole is as follows:

Professional Staff by Level	Bradenton	Firm-Wide
Partners	8	71
Directors/Managers	13	120
Senior Associates	11	104
Associates	15	189
Total	47	484



Range of Activities

Other Industries and Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins’ offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years, our partners have developed expertise in certain industries representative of a cross section of the Florida economy, including:

- Governmental Entities
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions
- Non-Profit Organizations
- Retail Businesses
- Long-Term Healthcare
- Construction and Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and non-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits and Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business and Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements and Business Valuation Issues
- Income Tax Planning and Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession and Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition and Expansion Financing

Computer Assistance Capability

All of our 47 Bradenton office team members have extensive experience with clients utilizing various accounting softwares. We have a thorough understanding of these systems and use of the account inquiry, utility billing, cash management, and various other functions and modules within these different governmental softwares. We are very proficient in its use and functions and thus typically have the ability to work on our own running reports, obtaining audit documentation, etc. during the audit process. If given the access by our clients, we are able to also perform typical testing through client systems remotely from remote locations, such as our office or elsewhere. We believe that this is an efficient way to utilize the Town's resources while also not burdening Town staff with requests for information as we have knowledgeable professionals who can easily access the information through the Town's software.

Governments Served in the Past Five Years

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients.

The governmental client listings on the following page are provided to demonstrate Mauldin & Jenkins' vast experience serving the governmental sector, and these listings are broken down by type of governmental unit, and the respective listings represents clients we have served in the past five years (and not over a lifetime).

Cities. Cities we have served within the past five years are as follows. Please also note that over the past three years we have also provided separate audits for numerous CRA entities as required by the State of Florida.

Georgia

- 1) Albany
- 2) Alpharetta
- 3) Americus
- 4) Ashburn
- 5) Atlanta
- 6) Austell
- 7) Bainbridge
- 8) Baldwin
- 9) Ball Ground
- 10) Barnesville
- 11) Bloomingdale
- 12) Brookhaven
- 13) Brunswick
- 14) Byron
- 15) Cartersville
- 16) Cedartown
- 17) Centerville
- 18) Chamblee
- 19) Chattahoochee Hills
- 20) Clarkston
- 21) College Park
- 22) Conyers
- 23) Cordele
- 24) Covington
- 25) Dalton
- 26) Decatur
- 27) Doraville
- 28) Douglasville
- 29) Duluth
- 30) Dunwoody
- 31) Fairburn
- 32) Fayetteville
- 33) Flovilla
- 34) Forest Park
- 35) Forsyth
- 36) Garden City
- 37) Grovetown
- 38) Griffin
- 39) Hapeville
- 40) Hinesville
- 41) Holly Springs
- 42) Jefferson

- 43) Jeffersonville
- 44) Johns Creek
- 45) Kennesaw
- 46) Kingsland
- 47) LaGrange
- 48) Lawrenceville
- 49) Leesburg
- 50) Lilburn
- 51) Lone Oak
- 52) Lyons
- 53) Milledgeville
- 54) Milner
- 55) Milton
- 56) Monroe
- 57) Morrow
- 58) Nashville
- 59) Oxford
- 60) Peachtree City
- 61) Peachtree Corners
- 62) Pearson
- 63) Perry
- 64) Pooler
- 65) Powder Springs
- 66) Port Wentworth
- 67) Richmond Hill
- 68) Riverdale
- 69) Rockmart
- 70) Rome
- 71) Roswell
- 72) Sandy Springs
- 73) Savannah
- 74) Sharpsburg
- 75) Social Circle
- 76) South Fulton
- 77) St. Marys
- 78) Stockbridge
- 79) Stonecrest
- 80) Suwanee
- 81) Temple
- 82) Thomasville
- 83) Thunderbolt
- 84) Tifton
- 85) Toccoa

- 86) Tucker
- 87) Turin
- 88) Tybee Island
- 89) Union City
- 90) Valdosta
- 91) Villa Rica
- 92) Waycross
- 93) West Point

Alabama/Mississippi

- 94) Athens, AL
- 95) Huntsville, AL
- 96) Tuscaloosa, AL
- 97) Gulfport, MS
- 98) Meridian, MS

Florida

- 99) Apopka
- 100) Callaway
- 101) Clewiston
- 102) Crystal River
- 103) Destin
- 104) Fernandina Beach
- 105) Ft. Myers Beach
- 106) Haines City
- 107) Hallandale Beach
- 108) Indiantown
- 109) Islamorada
- 110) Jupiter Inlet Colony
- 111) LaBelle
- 112) Lake Placid
- 113) Longboat Key
- 114) Marco Island
- 115) Naples
- 116) New Port Richey
- 117) North Port
- 118) Pinecrest
- 119) Plant City
- 120) Tarpon Springs
- 121) Tequesta
- 122) Wildwood

North Carolina

- 123) Asheville
- 124) Black Mountain
- 125) Garner
- 126) Hendersonville
- 127) Jacksonville
- 128) Rocky Mount
- 129) Selma
- 130) Zebulon

South Carolina

- 131) Aiken
- 132) Beaufort
- 133) Cayce
- 134) Chapin
- 135) Charleston
- 136) Clemson
- 137) Clover
- 138) Hanahan
- 139) Hardeeville
- 140) Hemingway
- 141) Hilton Head Island
- 142) Hollywood
- 143) Georgetown
- 144) Goose Creek
- 145) Johnsonville
- 146) Kiawah Island
- 147) Mount Pleasant
- 148) North Augusta
- 149) North Charleston
- 150) Orangeburg
- 151) Pamplico
- 152) Rock Hill
- 153) Seabrook Island
- 154) Summerville

Tennessee

- 155) Bristol
- 156) Clarksville
- 157) Jamestown
- 158) Jackson
- 159) Spring Hill

Certificates of Achievement and Excellence in Financial Reporting



Mauldin & Jenkins has served **over 700 governments** in the past several years, and **154** governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and, or the ASBO's Certificate of Excellence in Financial Reporting). We ***have never failed to obtain the Certificate!*** Every Annual Comprehensive Financial Report submitted has received the award. The following are our current clients:

Counties:

- 1) Athens-Clarke
- 2) Augusta-Richmond
- 3) Barrow
- 4) Beaufort, SC
- 5) Cartersville
- 6) Chatham
- 7) Clayton
- 8) Colleton, SC
- 9) Columbus-Muscogee
- 10) DeKalb
- 11) Douglas
- 12) Edgefield, SC
- 13) Floyd
- 14) Forsyth
- 15) Glynn
- 16) Greenville, SC
- 17) Gwinnett
- 18) Halifax, NC
- 19) Hamilton, TN
- 20) Henry
- 21) Jackson
- 22) Lancaster, SC
- 23) Liberty
- 24) Macon-Bibb
- 25) Morgan
- 26) Newton
- 27) Oconee, SC
- 28) Orange, NC
- 29) Paulding
- 30) Richland, SC

- 31) Rockdale

- 32) Spalding
- 33) Walton
- 34) Whitfield

Cities:

- 35) Aiken, SC
- 36) Albany
- 37) Alpharetta
- 38) Americus
- 39) Apopka, FL
- 40) Austell
- 41) Ball Ground
- 42) Beaufort, SC
- 43) Black Mountain, NC
- 44) Bluffton, SC
- 45) Bradenton, FL
- 46) Bristol, TN
- 47) Brookhaven
- 48) Brunswick
- 49) Callaway, FL
- 50) Cartersville
- 51) Cayce, SC
- 52) Chamblee
- 53) Charleston, SC
- 54) Chamblee
- 55) Chapin, SC
- 56) Clarksville, TN
- 57) Clemson, SC
- 58) College Park
- 59) Conyers
- 60) Cooper City, FL

- 61) Covington

- 62) Decatur
- 63) Douglasville
- 64) Dunwoody
- 65) Fayetteville
- 66) Fairburn
- 67) Forest Park
- 68) Garden City
- 69) Griffin
- 70) Gulfport, MS
- 71) Haines City, FL
- 72) Hallandale Bch, FL
- 73) Hapeville
- 74) Hardeeville, SC
- 75) Hendersonville, NC
- 76) Hinesville
- 77) Holly Springs
- 78) John's Creek
- 79) Kennesaw
- 80) Kiawah Island
- 81) Kingsland
- 82) Marco Island, FL
- 83) Lagrange
- 84) Lawrenceville
- 85) Longboat Key, FL
- 86) Milledgeville
- 87) Milton
- 88) Monroe
- 89) Morrow
- 90) Mount Pleasant, SC
- 91) Naples, FL

- 92) N. Augusta, SC

- 93) N. Charleston, SC
- 94) North Port, FL
- 95) Peachtree City
- 96) Pensacola, FL
- 97) Perry
- 98) Pinecrest, FL
- 99) Plant City, FL
- 100) Pooler
- 101) Port Wentworth
- 102) Powder Springs
- 103) Richmond Hill
- 104) Riverdale
- 105) Rockmart
- 106) Rome
- 107) Roswell
- 108) St. Marys
- 109) Sandy Springs
- 110) Savannah
- 111) Social Circle
- 112) Stockbridge
- 113) Suwanee
- 114) Thunderbolt
- 115) Tarpon Springs, FL
- 116) Thomasville
- 117) Tuscaloosa, AL
- 118) Union City
- 119) Valdosta
- 120) Villa Rica

Boards of Education:

- 121) Atlanta Public Schools
- 122) Beaufort County Schools
- 123) Bibb County Schools
- 124) Cartersville City Schools
- 125) Cobb County Schools
- 126) Fayette County Schools
- 127) Fulton County Schools
- 128) Gwinnett County Schools
- 129) Horry County Schools
- 130) Lee County School District
- 131) Marietta City Schools
- 132) Richland Co. School District One
- 133) Savannah-Chatham County Schools

- 137) Cape Fear Public Utility Authority
- 138) Central Savannah River Area Regional Comm.
- 139) Charleston Water System
- 140) Clayton County Water Authority
- 141) Cobb County - Marietta Water Authority
- 142) Emerald Coast Utilities Authority
- 143) Greenville Water System
- 144) Greenwood Commissioners of Public Works
- 145) Greer Commission of Public Works
- 146) Henry County Water Authority
- 147) Lowcountry Regional Transportation Authority
- 148) Macon Water Authority
- 149) Mount Pleasant Waterworks
- 150) North Charleston Sewer District
- 151) Port of Corpus Christi Authority
- 152) Public Building Authority of Knox Co. & Knoxville
- 153) South Florida Transportation Authority
- 154) Tampa Bay Water Authority

State Governmental Entities:

- 134) Ga. Environ. Fin. Auth. (GEFA)
- 135) Ga. Ports Authority

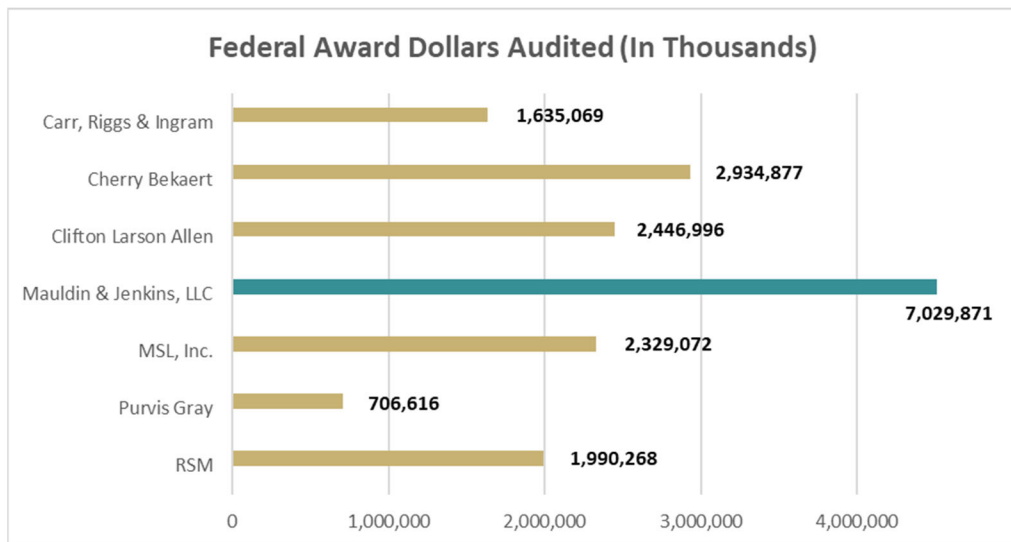
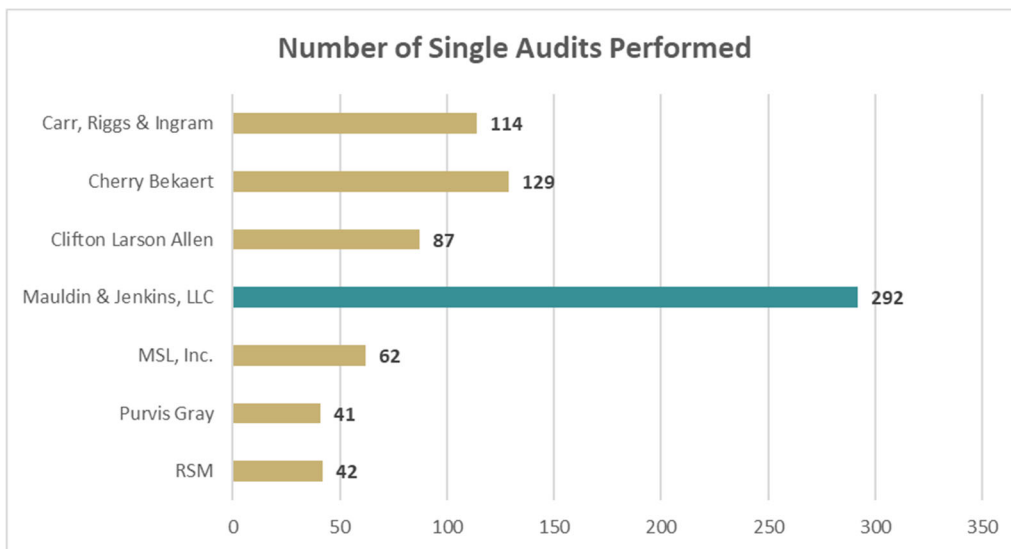
Other Governmental Entities:

- 136) Beaufort Jasper Water & Sewer Authority

Single Audit Experience

With the distribution of Coronavirus State and Local Fiscal Recover Funds during 2021 and 2022, many entities will require Single Audits over the expenditures of these funds. Mauldin & Jenkins is a leader in providing audit and Single Audit services to governmental and not-for-profit entities in the Southeast similar to the Town. We also have substantial experience performing Florida State Single Audits as required by the Florida Auditor General’s office. Based on the most recent data provided by the Federal Audit Clearinghouse (FAC) which is for calendar year 2022, Mauldin & Jenkins audited **292 entities** representing approximately **\$7.03 billion in federal expenditures** for state, local government, and non-profit clients which is the:

- **Highest** among public accounting firms in the Southeast as it relates to the number of Single Audits conducted; and
- **Highest** among public accounting firms in the Southeast as it relates to total expenditures audited under the Single Audit Act.



NOTE: The above information was summarized from the Federal Audit Clearinghouse for audits with fiscal year-ends in calendar year 2022 (the last year for which complete information is available) for states in which our Firm has offices.

No Litigation, Federal/State Desk Reviews or Disciplinary Action

Mauldin & Jenkins has had no cases brought forth against the Firm over the past five years in which our Firm was a named party. Additionally, Mauldin & Jenkins has not had a federal or state desk review or field review of its audits during the past five years. Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past five years with any state or federal regulatory bodies or professional organizations. We have a long-standing history of providing excellent services to our clients and have had no prior record of substandard audit work.

As noted above, there is no pending litigation against our Firm that may be of relevance to the fulfillment of a contract between Mauldin & Jenkins and the Town. Additionally, we note no problems that may affect our ability to complete the project as defined in the Town's request for proposal.

Quality Control Review (Peer Review)

In the mid-70s, the Private Companies Practice Section (PCPS) was founded by the American Institute of CPAs (AICPA) to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from its inception. The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated November 12, 2020, our reviewing firm gave a rating of "pass" which is the highest form of assurance a reviewing firm can render on the system of quality control for our accounting and audit practice.

A copy of the report on external quality control review is provided on the following page. **The quality control review included a review of specific government engagements.** No letter of comment was received as a result of this review. We are quite proud to be one of the few Southeast based firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm. Our public company practice is also reviewed in accordance with CAQ requirements as administered through the Public Company Oversight Board (PCAOB). Also note, that as part of our quality control system, we perform internal peer reviews by office to ensure compliance with these standards during the two-year break period between external peer reviews. Wade Sansbury, Adam Fraley, Daniel Anderson, Trey Scott and Alison Wester have all participated in this process. Additionally, we perform peer reviews for other firms across the country. As such, we have extensive knowledge and experience in this area which helps our Firm maintain sound quality control over our engagements.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 12, 2020

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer and an examination of service organization's SOC 1 engagement.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

PBMares, LLP | 725 Jackson Street, Suite 210 | Fredericksburg, VA 22401 | P 540.371.3566 | T 800.296.3710 | F 540.371.3598

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP

Similar Engagements

The following is a list of governmental audits performed in the past five years by the Bradenton office included within this proposal as references. Feel free to give any of these clients, or any others listed within this proposal, a call. The information below is intended to demonstrate that we understand the nature of the operations similar in size to the Town and have relevant, current experience serving Florida governments in your area. Mauldin & Jenkins has substantial expertise gained from auditing other governments in the Southeast which also have significant governmental operations and other large utility enterprise operations. This concept touches on one of the more unique qualities Mauldin & Jenkins brings to you, a Firm with vast resources of experienced people normally associated with larger national firms, but sensitivity to client service similar to that provided by many smaller firms. **We believe the Town and Mauldin & Jenkins to be a good match.**

1) Village of Tequesta, Florida

General Information	Municipal government with a population of approximately 6,000. The Village has assets and deferred outflows of resources of approximately \$57 million and annual revenues of approximately \$25 million. The Village provides numerous services including: water, solid waste, stormwater, public safety, transportation, Leisure services, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA. Audit of three single employer DB pension plans.
Dates	September 30, 2021 through present
Partners	Daniel Anderson, Wade Sansbury
Total Hours	250 hours
Contact Information	Mr. Jeffery Snyder, Finance Director – (561) 768-0424 – Fax (561) 768-0699 jsnyder@tequesta.org 345 Tequesta Drive, Tequesta, FL 33469-0273

2) Town of Jupiter Inlet Colony, Florida

General Information	Municipal government with a population of approximately 400. The Town has assets of approximately \$14 million and annual revenues of approximately \$3.5 million. The Town provides numerous services including: general government, public safety, public works, roads and walkways, and building, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Florida Statutes. Preparation of the Annual Financial Report.
Dates	September 30, 2021 through present
Partner	Daniel Anderson
Total Hours	200 hours
Contact Information	Mr. Kevin Lucas, Town Administrator – (561) 746-3787 lucask@jupiterinletcolony.org 50 Colony Road, Jupiter Inlet, FL 33469

3) City of North Port, Florida

General Information	City government with a population of approximately 60,000. The City has assets of approximately \$507 million and annual revenues of approximately \$95 million. The City provides numerous services including: water and sewer, solid waste, and other customary services. The City uses Central Square/Superion module GMBA for its accounting needs.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA.
Dates	September 30, 2013 through present
Partner	Wade Sansbury
Total Hours	450 hours
Contact Information	Mr. Scott Skipper, Accounting Manager – (941) 429-7108 – Fax (941) 429-7209 sskipper@cityofnorthport.com 4970 City Hall Blvd., North Port, FL 34289

4) City of Wildwood, Florida

General Information	City government with a population of approximately 16,500. The City has assets of approximately \$100 million and annual revenues of approximately \$32 million. The City provides numerous services including: water and sewer, sanitation, stormwater, CRA, public safety, parks and recreation, community development, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Preparation of the Annual Financial Report.
Dates	September 30, 2013 through present
Partner	Daniel Anderson
Total Hours	350 hours
Contact Information	Ms. Cassandra Smith, Assistant City Manager/CFO – (352) 661-6106 csmith@wildwood-fl.gov 100 N Main St, Wildwood, FL 34785

5) Town of Longboat Key, Florida

General Information	Municipal government with a population of approximately 7,600. The Town has assets and deferred outflows of resources of approximately \$241 million and annual revenues of approximately \$62 million. The Town provides numerous services including: water and sewer, public safety, transportation, Leisure services, and other customary services.
Scope and Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance (Single Audits) and Florida Single Audit Act. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA. Audit of three single employer DB pension plans.
Dates	September 30, 2014 through present
Partner	Wade Sansbury
Total Hours	350 hours
Contact Information	Ms. Sue Smith, Finance Director – (941) 316-6882 – Fax (941) 316-1656 ssmith@longboatkey.org 501 Bay Isles Road, Longboat Key, FL 34228

The following is a list of municipal governmental audits performed in the past three years by the Bradenton office along with contact names and phone numbers for the Town to utilize in evaluating our experience, abilities, and past performances serving similar Florida entities:

<u>Client Name</u>	<u>Dates of Annual Audit Services</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Hours</u>	<u>Partner</u>
1 City of Apopka	2020 to current	Blanche Sherman, Finance Director	407-703-1709	450	Anderson
2 City of Callaway	2018 to current	David Schultz, Finance Director	850-871-6000	300	Sansbury
3 City of Clewiston	2019 to current	Shari Howell, Finance Director	863-983-1484	300	Sansbury
4 City of Crystal River	2014 to current	Michelle Russell, Finance Director	352-795-4216	300	Sansbury
5 City of Fernandina Beach	2021 to current	Pauline Testagrose, Comptroller	904-310-3334	500	Sansbury
6 City of Haines City	2012 to current	Omar DeJesus, Finance Director	863-421-9902	400	Sansbury
7 City of Hallandale Beach	2017 to current	Geovanne Neste, Finance Director	954-457-1365	550	Sansbury
8 City of LaBelle	2021 to current	Gracie Morton, Finance Director	863-675-2872	200	Anderson
9 City of Marco Island	2013 to current	Gil Polanco, Finance Director	239-389-5016	350	Anderson
10 City of Naples	2006 to current	Gary Young, Finance Director	239-213-1815	550	Sansbury
11 City of New Port Richey	2021 to current	Crystal Dunn, Finance Director	727-853-1054	450	Sansbury
12 City of North Port	2013 to current	Scott Skipper, Accounting Director	941-429-7108	450	Sansbury
13 City of Palmetto	2021 to current	Cheryl Miller, Finance Director	941-723-4570	450	Sansbury
14 City of Plant City	2013 to current	Diane Reichard, Finance Director	813-659-4215	450	Sansbury
15 City of Tarpon Springs	2020 to current	Ron Harring, Finance Director	727-943-1150	400	Anderson
16 City of Wildwood	2018 to current	Cassandra Smith, City Clerk/Finance Director	352-330-1330	300	Anderson
17 Town of Fort Myers Beach	2019 to current	Joan Renaudo, Accounting Manager	239-765-0202	350	Sansbury
18 Town of Jupiter Inlet Colony	2021 to current	Kevin Lucas, Town Administrator	561-746-3787	350	Anderson
19 Town of Jupiter Island	Beginning 2023	Matthew Pazanski, Finance/HR Director	772-545-0103	400	Anderson
20 Town of Lake Placid	2012 to current	Rachel Osborne, Finance Director	863-699-3747	250	Anderson
21 Town of Longboat Key	2014 to current	Susan Smith, Finance Director	941-316-6882	400	Sansbury
22 Village of Islamorada	2013 to current	Maria Bassett, Finance Director	305-664-6445	450	Anderson
23 Village of Tequesta	2021 to current	Jeff Snyder, Finance Director	561-768-0424	300	Sansbury

**Section 4:
Operational Information**

Firm Contact Information and Corporate Status

Firm Name: Mauldin & Jenkins, LLC
Address: 1401 Manatee Avenue West, Suite 1200
Bradenton, Florida 34205
Additional Locations: Sarasota, Florida; Albany, Macon, Atlanta, Savannah, Sandy Springs, Georgia; Raleigh, North Carolina; Columbia, South Carolina; Chattanooga, Tennessee; Athens, Birmingham, Huntsville, Florence, Alabama
Principal Contacts: Wade Sansbury (address above), wsansbury@mjcpa.com and Daniel Anderson, danderson@mjcpa.com
Phone: 941-747-4483
Fax: 941-747-6035
Federal ID: 58-0692043
Website: www.mjcpa.com

Date Established Under Name Given: State of Florida – 5/11/2011; State of Georgia – 1918

Type of Ownership/Legal Structure: Mauldin & Jenkins is a limited liability corporation (LLC). Our Firm is incorporated in the States of Florida, Georgia, Alabama, Tennessee, and South Carolina.


Ron DeSantis, Governor Julie I. Brown, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY**

LICENSE NUMBER: AD0007585 **EXPIRATION DATE: DECEMBER 31, 2023**

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MAULDIN & JENKINS, CERTIFIED PUBLIC ACCOUNTANTS, LLC
MAULDIN & JENKINS
200 GALLERIA PKWY SE SUITE 1700
ATLANTA GA 30339



ISSUED: 12/15/2021 Always verify licenses online at MyFloridaLicense.com

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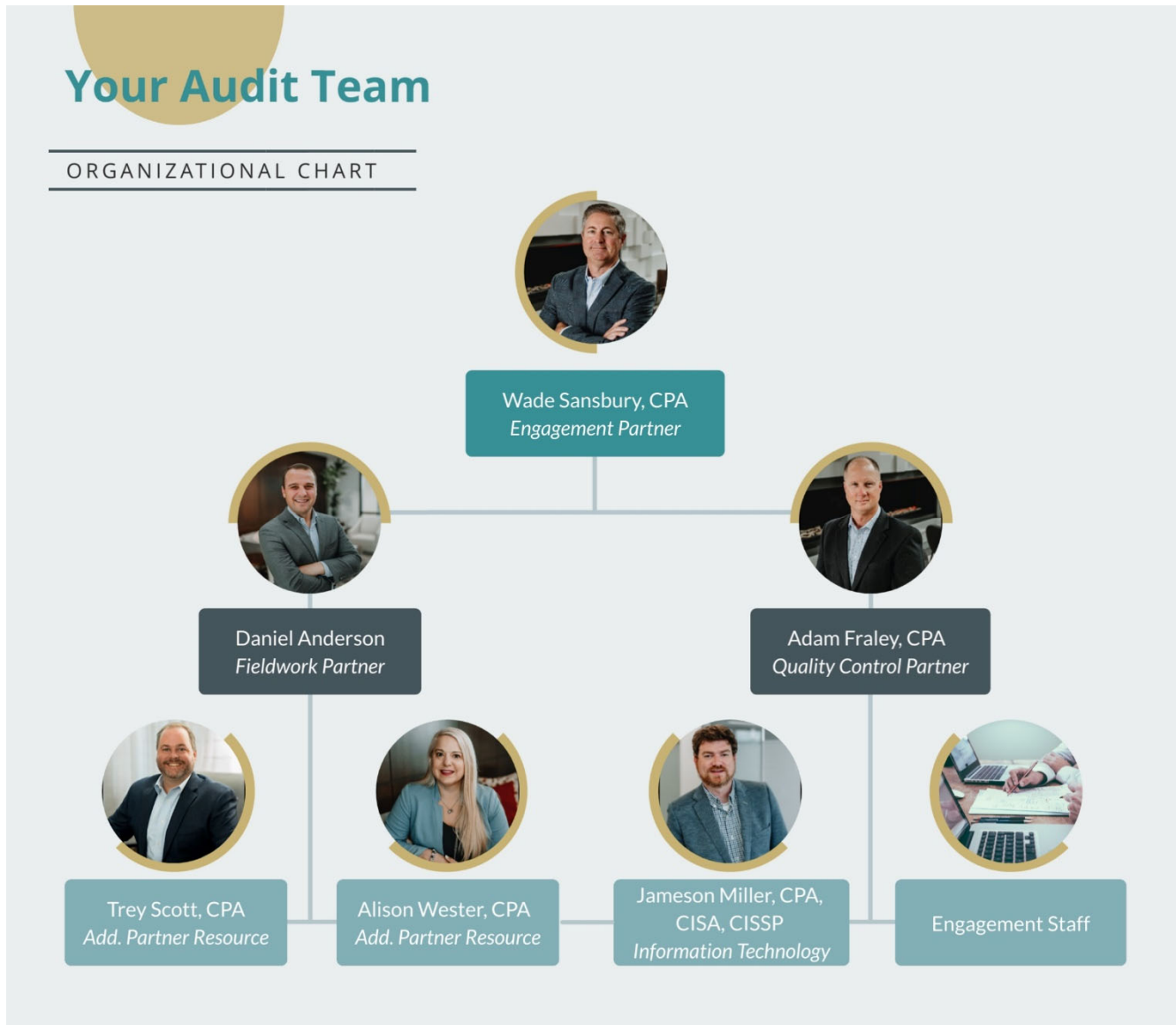
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Ability of Personnel

Proposed Contract Team

In order to provide the highest quality service in the most cost-efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit and would represent a superb assortment of talent and experience for the audit of the Town. As noted previously, the Firm has over 500 professionals within the Firm and approximately 45 individuals in our Bradenton office location. All of which are available to serve the Town during the course of this engagement. The proposed audit unit would be assembled as follows:

Team Member Name	Engagement Performance Roll	Years of Experience
Wade Sansbury, CPA	Engagement Lead Partner	28
Adam Fraley, CPA	Engagement Quality Assurance Partner	27
Daniel Anderson, CPA	Engagement Fieldwork Partner	15
Jameson Miller	IT Consultant	14



The above team dedicated to audit the Town will include (at a minimum): two partners, one manager, and at least one staff professional and will be fully staffed from our Bradenton, Florida office location. The partner in-charge of fieldwork and staff professionals will be substantially on-site full-time throughout the conduct of their role in the audit. Other governmental audit professionals will be available to assist throughout the fieldwork and the preparation of the financial reports. The engagement lead partner will correspond with Town management on financial reporting, audit and related issues on an ongoing basis, and this individual will also be dedicated to serve the Town throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

Individual Resumes of Key Personnel

Please see the following pages for information on key individuals who are slated to serve and who are available to serve the Town during the audit process.

Wade Sansbury, CPA

Partner
Bradenton, Florida

941-741-2255
wsansbury@mjcpa.com



Wade Sansbury is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in Florida and Georgia. Wade is a partner who works exclusively in the governmental sector of the Firm’s audit practice. Wade has over 25 years of experience serving governmental clients similar in nature to the Town. His experience has included serving cities, counties, schools and special districts. Wade will have the overall engagement responsibility for the Town engagement including planning, developing the overall audit approach, supervision of staff, and will be a main contact point for the Town. As the auditor in-charge of the overall audit of the Town, Wade meets the educational requirements under *Government Auditing Standards* and Florida Statutes. Wade’s Florida license number is AC45811 and is currently active through December 31, 2023.

Technical Experience

During his career, Wade has served numerous governmental clients on behalf of the Firm. The following is a partial listing of governmental clients served by Wade in the capacity of engagement partner in-charge or quality assurance review partner:

Cities

- 1) Albany
- 2) Apopka
- 3) Arcadia
- 4) Beaufort
- 5) Bradenton
- 6) Callaway
- 7) Clewiston
- 8) Conyers
- 9) Cooper City
- 10) Cordele
- 11) Covington
- 12) Crystal River
- 13) Decatur
- 14) Destin
- 15) Fernandina Beach
- 16) Fort Myers Beach
- 17) Griffin
- 18) Haines City
- 19) Hallandale Beach
- 20) Islamorada
- 21) Lake Placid
- 22) Longboat Key
- 23) Marco Island
- 24) Milledgeville

- 25) Morrow
- 26) Milton
- 27) Monrow
- 28) Naples
- 29) North Port
- 30) Palmetto
- 31) Pensacola
- 32) Pinecrest
- 33) Plant City
- 34) Roswell
- 35) Sandy Springs
- 36) Social Circle
- 37) Tarpon Springs
- 38) Tequesta
- 39) Union City

Counties

- 40) Liberty County
- 41) Lumpkin County
- 42) Henry County
- 43) Taylor County
- 44) Rockdale County
- 45) Sumter County
- 46) Clayton County
- 47) Bibb County
- 48) Dougherty County

- 49) Toombs County
- 50) Monroe County
- 51) Stephens County
- 52) Forsyth County
- 53) Walton County
- 54) Moore County, SC
- 55) Hernando County, FL
- 56) Union County, FL

Boards of Education

- 57) Highlands Co. School District
- 58) Lee Co. School District
- 59) Forsyth Co. BOE
- 60) Gwinnett Co. BOE
- 61) Henry Co. BOE

Other Governmental Units

- 62) Tampa Bay Water
- 63) Hardee Co. Industrial Development Authority
- 64) Ocean Highway and Port Authority
- 65) South Florida Regional Transportation Authority
- 66) Lakeland Area Mass Transit
- 67) Captiva Erosion Prevention District

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Valdosta State University in 1995
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Government Finance Officers Association (GFOA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Wade is currently serving as the Firm’s Bradenton office managing partner and is the Firm’s lead governmental partner in the State of Florida. He is also a past member of the Firm’s seven-member Executive Committee, which governs the actions and directions of the Firm. Wade also currently serves on the Bradenton Area EDC Investor Relations Committee and does volunteer work with the Boy Scouts. Wade is also on the Firm’s Technology Committee which helps to oversee the Firm’s usage of technology and the application of that technology in the audit practices. Note that Wade has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission). Wade also has extensive experience with multiple client computer systems and software and is a leader in the Firm for auditing such areas.

Audit Training

Wade annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Wade has additionally volunteered as instructor for various FGFOA Chapter training courses across the state. Listed below are just some of the training courses Wade has attended over the last few years:

- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2023 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2022 FICPA State and Local Government Accounting Conference – 16 credit hours
- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Coronavirus State & Local Fiscal Recovery Fund (Final Rule) – 1.5 credit hours
- 2021 Government Accounting & Auditing Conference – 6.5 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 AICPA Understanding the Independence Implications of the New State and Local Government Affiliates Ethics Interpretation – 2 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 AICPA Real-World Frauds in Government – 4 credit hours
- 2021 AICPA Major Firms Group Meeting – Participant – 5.5 credit hours
- 2020 Advanced Fraud Techniques – 6 credit hours
- 2020 M&J Governmental Conference – Participant – 6 credit hours
- 2020 AICPA COVID-19 Audit Implications – 2 credit hours
- 2020 National AICPA Governmental Update Conference – Participant – 17 credit hours

Adam Fraley, CPA

Partner
Atlanta, Georgia

770-955-8600
afraley@mjcpa.com



Adam Fraley is a partner and a Certified Public Accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. He has over 25 years of experience and is responsible for the Firm-wide governmental practice division of Mauldin & Jenkins serving governmental clients throughout the Southeast. Adam is the partner in charge of the Atlanta offices and is also a member of the Firm’s Executive Committee, which governs the actions and direction of the Firm. Adam would serve the Town as the quality assurance partner.

Adam currently serves on the Firm’s Assurance (A&A) Committee, leading the establishment of audit policies of the Firm and answering technical questions for the Firm’s governmental partner group as well as other partners. He is also the Firm’s Designated Audit Quality Partner (DAQP) for the AICPA’s Government Audit Quality Center. He has served as Chairman on the Firm’s Partner Advisory Board and Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm’s human resources.

Note that Adam has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

Technical Experience

Adam serves both large and small governmental units and is involved in serving over 80 such governmental entities covering a wide range of cities, counties and special districts. A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting from Georgia College & State University in 1997
- Certified Public Accountant licensed by the State of Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Government Finance Officers Association (GFOA)

Adam has been a featured speaker at various governmental conferences and workshops, free CPE provided to our clients, and several internal and external conferences. Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors of the Firm. In his role as Chairman of the Firm’s Leadership and Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the Firm, including the governmental practice.

Audit Training

Adam annually exceeds the minimum training requirements and standards. He has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Adam has attended over the last few years:

- 2023 M&J Governmental Conference

- 2022 M&J Governmental Conference
- 2021 GGFOA Annual Conference Financial Statements Footnotes – Instructor
- 2021 AICPA Understanding Independence Implications of New SALG Affiliates Ethics Interpretation – Participant
- 2021 Octane Governmental Conference – Instructor
- 2021 Government Audit Quality Center Annual Update – Participant
- 2021 1st and 2nd Quarter Client Governmental Trainings – Organizer and Participant

Daniel Anderson, CPA

Partner
Bradenton, Florida

941-741-2213
danderson@mjcpa.com



Daniel Anderson is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in the State of Florida. Daniel works exclusively in the governmental sector of the Firm’s audit practice. Daniel has approximately 15 years of experience serving governmental clients including audit services for cities, counties, school districts, and other entities. Daniel has significant experience with his client’s computer systems. This includes specific experience with remote auditing via web access to client information. Daniel will serve as the Town’s engagement fieldwork partner assisting in developing the overall audit approach, supervision of staff, and will be a main contact point for the Town. Daniel’s Florida license number is AC42735 and is currently active through December 31, 2023.

Technical Experience

During his career, Daniel has served numerous governmental clients on behalf of the Firm including 13 municipalities. A condensed listing of governmental audit clients served by Daniel is listed below:

Cities

- | | | |
|-------------------------|--|---|
| 1) Apopka | 10) Marco Island | 19) Hardee Co. Industrial Development Authority |
| 2) Clewiston | 11) Naples | 20) South Florida Regional Transportation Authority |
| 3) Crystal River | 12) Palmetto | 21) Lakeland Area Mass Transit |
| 4) Fernandina Beach | 13) Plant City | 22) Captiva Erosion Prevention District |
| 5) Hallandale Beach | 14) Tarpon Springs | 23) Citrus Co. Mosquito Control |
| 6) Islamorada | 15) Tequesta | 24) Englewood Water District |
| 7) Jupiter Inlet Colony | 16) Wildwood | |
| 8) LaBelle | <u>Other Governmental Units</u> | |
| 9) Lake Placid | 17) Tampa Bay Water | |
| | 18) Seacoast Utility Authority | |

Professional Associations and Education

- Bachelor of Science in Accounting from Florida State University in 2008
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the FICPA State & Local Government Committee
- Member of the Florida Government Finance Officers Association (FGFOA)

Note that Daniel has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

Audit Training

Daniel annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Additionally, Daniel has served as an instructor at Firm sponsored CPE events, as well as FGFOA events at the state and local level. Daniel is a graduate of the FICPA Emerging Leaders Program (2017) as well the Leadership Manatee Program (2018). Listed below are just some of the training courses Daniel has attended over the last few years:

- 2023 M&J Client CPE – Participant and Instructor – 7 credit hours
- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2023 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2023 M&J Single Audit Training – Instructor – 16 credit hours
- 2023 Octane Conference – Instructor – 2 credit hours
- 2023 FGFOA Gulf Coast Chapter – Instructor – GASB 96 – 2 Credit Hours
- 2022 FGFOA School of Governmental Finance – Instructor – Preparing Your ACFR – 2 Credit Hours
- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Octane Conference – Instructor – 2 credit hours
- 2022 FICPA Nonprofit Conference – Single Audit Update – Instructor – 1 credit hour
- 2021 FGFOA Webinar – Coronavirus State & Local Fiscal Recovery Funds – Instructor – 2 credit hours
- 2021 FGFOA School of Governmental Finance – Instructor – 2 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 FGFOA Conference – 8 credit hours
- 2020 M&J Governmental Conference – 12 credit hours
- 2020 AICPA National Governmental Conference – 12 credit hours
- 2020 FGFOA Webinar Instructor – GASB 84 Fiduciary Activity Implementation

Garrett Marlowe, CPA

Manager
Bradenton, Florida

941-741-2201
gmarlowe@mjcpa.com



Garrett is a manager and a Certified Public Accountant (2020) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the State of Florida. Garrett has five years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida. He spends **100% of his time serving local governments** emphasizing cities and special districts. Garrett will be the senior for the Town audit responsible for the day-to-day audit procedures on-site with the Town. Garrett’s Florida license number is AC55019 and is currently active through December 31, 2024.

Technical Experience

Garret has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. During his career, Garrett has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Garrett is listed below:

Cities

- 1) Apopka
- 2) Clewiston
- 3) Crystal River
- 4) Hallandale Beach
- 5) Islamorada
- 6) LaBelle
- 7) Lake Placid
- 8) Longboat Key
- 9) Plant City

10) Tarpon Springs

11) Wildwood

Other Governmental Units

12) Tampa Bay Water

13) South Florida Regional
Transportation Authority

14) Captiva Erosion Prevention
District

15) Emerald Coast Utilities
Authority

16) Amelia Island Convention &
Visitor’s Bureau

17) Ocean Highway and Port
Authority

18) Manatee School of Arts and
Sciences

19) Sky Academy Englewood

20) Sky Academy Venice

Professional Associations and Education

- Bachelor of Science in Accounting from the University of Central Florida in 2016
- Masters of Science in Accounting from the University of Central Florida in 2017
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

- 2023 M&J Governmental Conference
- 2022 M&J Governmental Conference
- 2022 Ethics and Professional Conduct for CPAs in Florida
- 2022 Thomson Reuters Audit Watch University Level 5
- 2022 M&J GASB Update
- 2021 M&J Governmental Conference
- 2021 M&J Single Audit and ACFR Training
- 2021 Thomson Reuters Audit Watch University Level 4
- 2020 M&J Governmental Conference
- 2020 Thomson Reuters Audit Watch University Level 3

Christopher Baum, CPA

Senior Associate
Bradenton, Florida

941-714-7972

cbaum@mjcpa.com



Chris Baum is a senior associate and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in the State of Florida. Chris works exclusively in the governmental sector of the Firm’s audit practice. Chris has approximately six years of experience serving governmental clients including audit services for cities, counties, school districts, and other entities. Chris has significant experience with his client’s computer systems. This includes specific experience with remote auditing via web access to client information. Chris’ experience includes three years with the Florida Auditor General’s office. Chris’ Florida license number is AC52055 and is currently active through December 31, 2024.

Technical Experience

During his career, Chris has served numerous governmental clients. A condensed listing of governmental audit clients served by Chris is listed below:

Cities

- 1) Destin
- 2) Gainesville
- 3) Naples
- 4) New Port Richey
- 5) Plant City
- 6) Sarasota

School Districts

- 7) Charlotte County

- 8) Citrus County

- 9) Clay County

- 10) DeSoto County

- 11) Flagler County

- 12) Hernando County

- 13) Manatee County

- 14) Pinellas County

- 15) Sarasota County

- 16) Union County BOE

Florida Counties

- 17) DeSoto County

- 18) Hernando County

Other Governmental Units

- 19) Peace River Manasota
Regional Water Supply

- 20) Southwest Florida Water
Management District

- 21) Hillsborough Airport Authority

Professional Associations and Education

- Bachelor of Science in Accounting from University of South Florida in 2012
- Associate of Arts from Hillsborough Community College in 2009
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

Chris annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Listed below are just some of the training courses Chris has attended over the last few years:

- 2022 FGFOA Conference – Participant – 19 credit hours
- 2022 FICPA Nature Coast Conference – 6 hours
- 2022 Compliance Supplement Update – 2 hours
- 2022 GASB 87 Leases Overview – 2 hours
- 2022 CPA Academy GASB 87 and 96 – 4.5 hours
- 2022 CPA Academy Identifying and Testing of Fraud – 5 hours
- 2021 FGFOA Conference – 18 hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours

Jacob Kinsel, CPA

Senior Associate
Bradenton, Florida

941-741-2207
jkinsel@mjcpa.com



Jacob Kinsel is a senior associate with Mauldin & Jenkins who works primarily in the governmental sector of the Firm’s audit practice. Jacob has approximately five years of experience serving governmental clients including municipalities, special districts and pension plans. His experience covers governmental accounting and auditing and has provided audit services to numerous governmental and not-for-profit organizations. Jacob will be available to work as an additional senior for the Town audit responsible for the day to day audit procedures on-site with the Town. Jacob’s Florida license number is AC57710 and is currently active through December 31, 2024. Jacob has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program.

Technical Experience

During his career, Jacob has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Jacob is listed below:

Cities

1. Apopka
2. Hallandale Beach
3. Marco Island
4. North Port
5. Plant City
6. Islamorada

Other Governmental Units

7. Hardee Co. Industrial Development Authority
8. Lakeland Area Mass Transit District
9. North Port Firefighters’ Pension Plan
10. North Port Police Officers’ Pension Plan
11. South Florida Regional Transportation Authority
12. Trailer Estates Parks & Recreation District
13. Bayshore Gardens Parks & Recreation District

Professional Associations and Education

- Bachelor of Science in Accounting from University of Central Florida in 2018
- Member of the Florida Institute of Certified Public Accountants (FICPA)

Audit Training

Jacob annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, and various other courses. Additionally, Jacob has served as an instructor and participant at Firm sponsored CPE events. Listed below are just some of the training courses Jacob has attended over the last few years:

- 2022 M&J Governmental Conference – Participant – 13 credit hours
- 2021 M&J Governmental Conference – Participant – 11 credit hours
- 2021 M&J Governmental In-Charge Training – Participant – 4 credit hours
- 2021 M&J LEAP Conference – Instructor – 4 Credit Hours
- 2021 Thomson Reuters Experienced In-Charge Training – Participant – 24 credit hours
- 2020 M&J Governmental In-Charge Training – Participant – 4 credit hours
- 2020 M&J LEAP Conference – Instructor – 4 Credit Hours
- 2020 Thomson Reuters In-Charge Training – Participant – 24 credit hours

Other Key Individuals Available to Serve the Town

It should be noted that we have additional managers and seniors who spend the majority of their time on governmental audits, and they are available on an as needed basis. These individuals could be utilized on the Town’s audit as needed to ensure timely completion and delivery of services. All staff assigned to the engagement meet the continuing education requirements of *Government Auditing Standards* issued by the Comptroller General of the United States. On the following pages is information on several additional key individuals who are available to serve the Town during the audit process.

Alison N. Wester, CPA, CGMA

Partner
Bradenton, Florida

941-714-7963
awester@mjcpa.com



Alison Wester is a partner and a Certified Public Accountant (2000) with Mauldin & Jenkins. She is registered and licensed to practice in Florida and Georgia and has been with the Firm since graduation from college. Alison is a partner who works with governmental entities as well as other entities within the Firm’s audit practice. Alison has over 25 years of experience serving Firm attestation clients. This experience has included serving cities, special districts, and pension plans. Alison would be available to serve as a supporting resource partner to the Town. Alison’s Florida license number is AC43452 and is currently active through December 31, 2023.

Technical Experience

During her career, Alison has served numerous governmental clients on behalf of the Firm including 10 municipalities, 10 special districts/authorities, and 7 pension plans. A detailed listing of these clients served is available upon request.

Professional Associations and Education

- Bachelor of Business Administration in Accounting from the University of Georgia in 1996
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Alison has served on the Firm’s Partner Advisory Board and is a current member of the Firm’s Leadership and Career Development Committee. She served on the AICPA’s Examination Content Subcommittee for the Financial Accounting and Reporting section of the CPA Examination. She is a current member of the AICPA’s Women’s Initiatives Executive Committee Task Force. Additionally, Alison is also an executive board member and treasurer for the St. Stephens Episcopal School Parents’ Association in Bradenton, as well as a board member and secretary for the Excelsior Education and Training Foundation, also in Bradenton.

Audit Training

Alison annually exceeds the minimum training requirements and standards. She has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Alison has attended over the last few years:

- 2022 M&J Governmental Conference – Participant and Presenter – 14 credit hours
- 2021 M&J Governmental Conference – Participant – 6.5 credit hours
- 2020 M&J Governmental Conference – Participant – 6 credit hours

- 2020 Remote Audit Best Practices – Participant – 1 hour
- 2020 Internal Control and Fraud in Governmental and Nonprofits – Participant – 11 hours
- 2019 M&J Governmental Training – Participant – 16 credit hours
- 2019 M&J Governmental Conference – Participant
- 2019 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours

Trey Scott, CPA

Partner

tscott@mjcpa.com

Trey Scott is a partner and a Certified Public Accountant (2010) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the States of Florida and Georgia. Trey has approximately 16 years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida, Georgia, and South Carolina. He spends **100% of his time serving local governments** emphasizing cities, counties and special purpose entities and authorities. Trey will be an additional resource in developing the overall audit approach and supervision of staff. Trey has significant experience with various client EDP systems. Trey's Florida license number is AC50327 and is currently active through December 31, 2023.



Technical Experience

During his career, Trey has served numerous governmental clients on behalf of the Firm. This includes **12 municipalities**, 7 counties, 4 state entities, and 11 special purpose entities. Included in the municipalities served by Trey in the past as engagement director (senior manager) are the City of Pensacola, the City of Cooper City, the City of Hallandale Beach, the City of Augusta, and the City of Charleston.

Additionally, Trey has significant experience with **federal and state grant programs**. He is one of the main review persons for the Bradenton office for Single Audit procedures. He attends significant Single Audit training each year and is responsible for teaching at Mauldin & Jenkins in-house staff training annually as well as various FGFOA events.

Professional Associations and Education

- Bachelor of Arts Majoring in Business Administration from Austin College
- Master of Public Accountancy from the University of West Georgia
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Audit Training

- 2022 M&J Governmental Conference – Participant and Presenter – 14 credit hours
- 2021 M&J Governmental Conference – Instructor and Participant
- 2021 FGFOA School of Governmental Finance – Presenting your Financial Report Card to Non-financial People – Instructor
- 2021 GFOASC – Governmental Financial Report Card – Instructor
- 2021 Georgia Fiscal Management Council Conference – GASB Update – Instructor
- 2021 South Carolina Association of Public Accountants – Evaluating Gov Financial Stmts – Instructor
- 2021 M&J Governmental In-charge Training – Various – Instructor

Other Staff Resources (Technology Services and Fraud Examinations)

We have individuals with extensive experience and certifications relative to Information Systems Technology as well as Fraud Examinations. The following individuals are available to be of service to the Town should the need arise:



Jameson A. Miller, CPA, CISA, CISSP
Partner, Information Technology and Audit Services

Jameson Miller is a partner and has been with Mauldin and Jenkins since graduation from the University of Tennessee at Chattanooga. He currently leads the Firm’s Information Systems and Cybersecurity practice. For over 12 years, Jameson has provided audit services to public and private entities throughout the Southeast. Jameson’s experience includes audits of general controls, application controls, technical audits and security assessments for information systems.

Jameson has extensive experience with Sarbanes Oxley, SSAE18 System and Organization Controls (SOC) Audits, National Automated Clearinghouse Association (Nacha) Compliance with Appendix Eight of the Nacha Operating Rules and Guidelines, and Gramm-Leach-Bliley Act (GLBA) compliance program implementation, testing and reporting. His technical expertise includes performing vulnerability assessments and penetration testing of information systems using both technical and social engineering techniques. Further, Jameson has:

- Maintained current and relevant information technology and financial accounting continuing professional education credits (CPE);
- Obtained the American Institute of Certified Public Accountants’ (AICPA) “Cybersecurity Advisory Services” and “Blockchain for Accounting and Finance” Certificates;
- Presented a 2018 CPE webinar for the Georgia Governmental Financial Officers Association (GGFOA) members entitled, “Cybersecurity Trends and the AICPA’s Cybersecurity Risk Management Program;”
- Presented a 2018 CPE breakout session entitled, “What is Blockchain and Why Should I Care?” for the GGFOA’s Annual Conference; and
- Presenting an upcoming session for the Georgia Society of CPAs Non-profit conference, “Technologies Transforming Accounting.”

Jameson is a member of the AICPA, the Tennessee Society of Certified Public Accountants (TSCPA), and ISACA (formerly the Information Systems Audit and Control Association). In addition, Jameson is an avid outdoor enthusiast and enjoys volunteering as secretary and treasurer of the Board of Directors of the Cumberland Trails Conference, a 501(c)3 non-profit organization. Jameson is a licensed Certified Public Accountant (2010) with the State of Tennessee, a Certified Information Systems Auditor (2018) through ISACA, and a Certified Information Systems Security Professional (2019) granted by the International Information System Security Certification Consortium. Jameson is currently participating in a 40-hour “Penetration Testing with Kali” continuing education self-study course offered through Offensive Security, the creators of the Kali Linux Penetration Testing operating system. Afterwards, he plans to sit for the Offensive Security Certified Professional (OSCP) 24-hour certification examination.

Considering the fact that Jameson only provides non-traditional consulting-type services to governmental entities, and he does not (and will not) provide audit and accounting services under the guidance of the Yellow Book educational standards, no such continuing education is required or provided under this proposal.

Other Resources For Non-Audit Services (Advisory Services, Information Technology Services and Fraud Examinations)



David Roberts
Partner, Governmental Advisory Services

David Roberts is a widely respected leader in providing consulting and advisory services to public-sector organizations at the federal, state, and local level. David has approximately 20 years at KPMG, one of the “Big 4” international accounting firms, and brings an exceptional understanding of governmental clients’ challenges as well as innovative solutions that fit their unique operating and service delivery environment. David now leads our Government Advisory practice, where he will continue to focus on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has provided a wide array of advisory services in his career. In the past three years alone, David has performed and supervised approximately 70,000 hours of advisory services which are summarized by type of entity and respective services as follows:

Cities and Counties:

- Austin, Texas
- Charlotte County, Florida
- DeKalb County, Georgia
- Fort Lauderdale, Florida
- New Orleans, Louisiana
- Riverside County, California
- Savannah, Georgia

School Districts:

- Chicago Public Schools
- DeKalb County (GA) Schools

Federal and State Government Entities:

- District of Columbia Employment Services Dept.
- Florida Department of Management Services
- Florida Turnpike Enterprise
- Georgia Department of Administrative Services
- Georgia Department of Community Health
- Georgia Department of Economic Development
- Georgia Department of Labor
- Georgia State Road and Tollway Authority
- Kentucky Transportation Cabinet
- Puerto Rico Dept. of the Treasury
- Texas Department of Transportation
- Virginia Department of Transportation

Respective Services Provided:

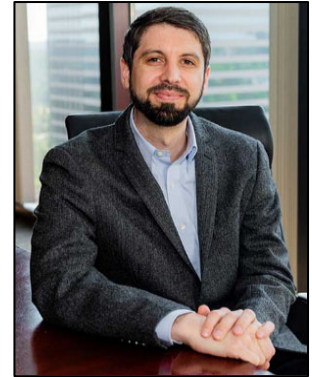
- Zero Based Budgeting Assessment and Strategic Design
- Strategic Planning Assistance, and Utilities Dept. Assessments
- Water/Sewer Utility Billing Assessment
- Water/Sewer Utility Billing Assessment
- Zero Based Budgeting Assessment and Strategic Design
- Finance Function Assessment
- Water/Sewer Utility Billing Assessment
- Service Delivery Model Assessment
- Human Resources Assessment
- Human Resources Recommendation Implementation
- Workforce Innovation and Opportunity Act (WIOA) Grant Assistance
- Quality Assurance/Independent Verification and Validation Over SAP Implementation
- Back-office Project Management Office (PMO)
- Human Resources Function Market Scan
- Finance Function Review
- Workforce Innovation and Opportunity Act (WIOA) Grant Assistance
- Back-office Assessment and Project Mgmt. Office Support
- Agency Merger Assessment
- Cost Allocation Assistance
- Strategic Planning Assistance
- Revenue Control Manager
- Finance Project Management Office
- Back-office SAP Implementation Support
- Workforce Strategy Assessment
- Human Resources Assessment and Optimization
- Vendor Selection Assistance
- Payroll Assessment and Optimization

Special Purpose Entities:

- Atlanta Housing Authority
- Florida Healthy Kids (NFP)
- University of Texas at San Antonio

From management consulting and identifying new opportunities, to increasing stakeholder satisfaction and implementing transformational strategies, David and our government advisory team deliver insights and techniques that help government clients leverage public resources efficiently while achieving overarching goals. Our government advisory practice brings to market a team that has direct experience as government employees, change agents, and transformation consultants to help tackle the industry’s toughest issues.

Brandon R. Smith, CPA, CCSFP, CHQP
Partner, Advisory Services
Information Technology and Cybersecurity



Brandon Smith joined Mauldin & Jenkins in 2008 after studying Accounting and Information Systems at Georgia Southern University. He works with organizations throughout the Southeast to help deliver a blend of capacity building and advisory services.

His experience includes evaluating cybersecurity, internal control, and risk management policies and practices. He helps organizations review posture and identify prioritized, flexible, repeatable, performance-based, and cost-effective approaches to improve measures and controls.

Expertise includes NIST Cybersecurity Framework, HITRIST Common Security Framework, System and Organization Controls (SOC) Reporting, COSO Internal Control-Integrated Framework, and Uniform Guidance. Services range from reviewing existing policies and practices and providing targeted recommendations in line with proven frameworks, to helping facilitate technical assessments.

Brandon serves on a national Alliance Innovation Committee that represents more than 80 firms nationally, he serves on the AICPA’s Stakeholder Advisory Group for its Dynamic Audit Solution currently in development, and he is the chair of M&J’s NExT Committee for Innovation. Brandon is enthusiastic about transformative technologies and the impact they have on our clients and our profession, including Data Analytics, Machine Learning, Artificial Intelligence, Robotic Process Automation, and Blockchain. Additional services provided by Brandon and his team include:

- Internal Controls Assessments
- IT/Cybersecurity Framework Assessments
- GLBA Compliance – Information Security
- Vulnerability Assessments
- Internal and External Penetration Testing
- Social Engineering Campaigns
- Cybersecurity Awareness Training

Brandon is a regular speaker for the Georgia Society of CPAs and he serves as a volunteer faculty member for Nonprofit University’s certificate programs. He is a member of ISACA, AICPA, GSCPA, Georgia Planned Giving Council, Georgia Center for Nonprofits, Technology Association of Georgia, and HITRUST.

David Jahosky

Partner, Governmental Advisory Services



David Jahosky is a partner in the Governmental Advisory Services Practice Leader for Mauldin & Jenkins. David received both his BA in 1991 and MA in 1993 in Public Administration from the University of Florida in 1993. Prior to joining Mauldin & Jenkins, David spent 14 years with KPMG as a leader in its Government Practice and serving as the lead account partner for the State of Florida. Most recently, David spent six years at Anser Advisory Services leading its Strategy, Grants and Compliance practice that served over 75 government clients in nine states, including Florida and Georgia.

As an experienced public sector consultant, David brings extensive national experience in creating and implementing transformational strategies for improving operations, service delivery models, and stakeholder satisfaction. He possesses a deep understanding of business and relationship development, client delivery, and people development.

For more than 30 years, David has been serving public sector entities in meeting the challenges they face in serving the public good – to improve performance, achieve regulatory or standards compliance, and enhance accountability and reporting. David has a strong background in client service delivery and considerable project management experience. David’s current and past clients include some of the leading entities in the public sector.

David has substantial experience leading and coordinating advisory engagements across several industries, with a focus on state and local governments, higher education and not-for-profit organizations. David’s core skill sets include helping clients solve revenue enhancement, cost optimization, strategy and compliance, operational transformation, and performance management issues. He has helped clients realize their strategic vision, transform operations, improve service delivery, enhance customer service, increase revenue, and reduce costs. David has spoken at numerous industry events and conferences. As part of his responsibilities, David routinely briefed legislative bodies, executive leadership, and policymakers.

Partner and Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the Town as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 85%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

Retention > 87%

This indicates that we retain 87% of our staff for a minimum of five years.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm’s policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.

Continuing Education of Partners and Staff

All members (i.e., partners) and staff of Mauldin & Jenkins receive substantial continuing education in audit and accounting – typically over 100 hours of such study per year. As soon as a staff person becomes a key ingredient to any type of niche service such as governmental audit, accounting and consulting, specific continuing education is sought. A good example includes sending our staff with over one year of governmental audit experience to various GFOA and AICPA training for audit, accounting and financial reporting courses.

Free Continuing Education for Governmental Clients

We provide free continuing education for all of our governmental clients. We pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter virtually and at a variety of client provided locations resulting in greater networking among our governmental clients. We obtain the input and services of experienced outside speakers along with our in-house professionals.

Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Annual Comprehensive Financial Report Preparation
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB Projects & Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Human Capital Management
- Information Technology (IT) Risk Management
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Compliance Issues, Primarily Payroll Matters
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees

Governmental Attestation Services

Other attestation services beyond financial and compliance audits which Mauldin & Jenkins currently provides to our clients include:

- Forensic audits
- Performance audits
- Information systems audits
- Cybersecurity assessments
- Agreed-upon procedures
- Bond issuance services
- Capital asset inventory services

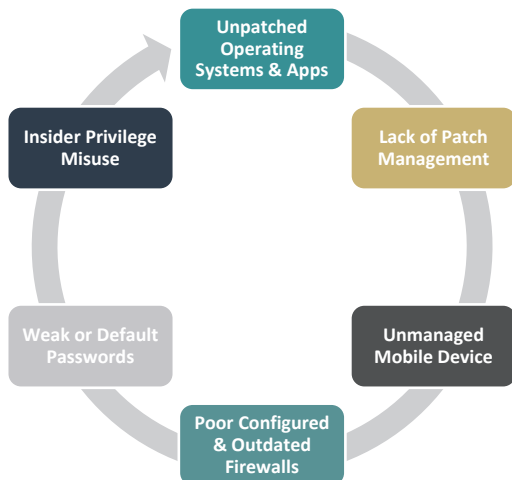
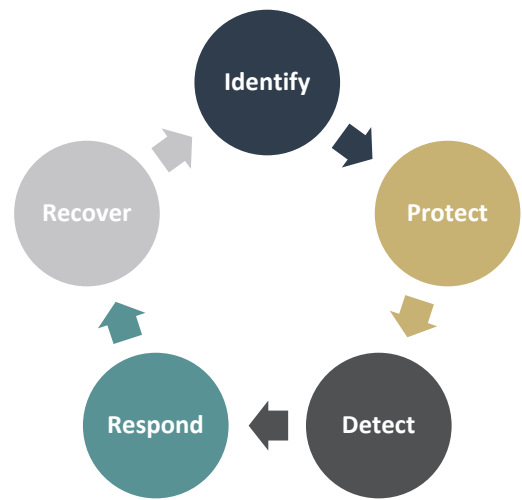
Governmental IT Solutions

As noted above, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services:

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large and small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.

Services can be provided via: (1) attestation engagements, or (2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls (SOC) reporting. Consulting services can be provided while not compromising auditor independence.



System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and networks infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.

Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker/attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.

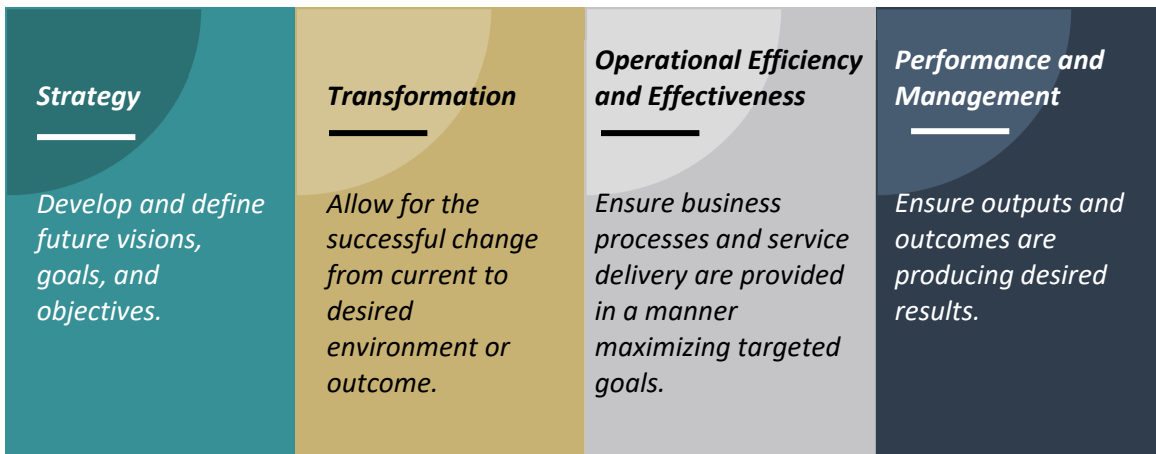


We would like to express our sincere appreciation for the quality of service provided by the staff of Mauldin & Jenkins. We would like to thank you for the level of detail and accountability you have demonstrated on this project and the way you conduct business as a whole. Our team could not be more satisfied with your work and we look forward to continuing this relationship

Angela Jackson, City of Fairburn, Finance Director

Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following chart:



**Tab 5:
Proposer Disclosure Forms**

TOWN OF JUNO BEACH

AUDIT SERVICES

Attachment A - Proposal Response Forms

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	Mauldin & Jenkins, LLC
Principal Contact Person:	Wade P. Sansbury
Address 1:	1401 Manatee Avenue West, Suite 1200
Address 2:	Bradenton, Florida 34205
Address 3:	
Telephone:	941-747-4483
FAX:	941-747-6035
E-mail:	wsansbury@mjcpa.com
Name of Individual Project Manager:	Daniel R. Anderson
Telephone:	941-747-4483
E-mail:	danderson@mjcpa.com
Location of Project Office:	Bradenton, Florida

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER REFERENCES	
<p>Please submit a minimum of three references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Auditing Services). The Town may contact some of the Proposer’s current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal’s ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal’s performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p>Excellent: Frequently exceeds client reference’s specifications/requirements</p> <p>Good: Meets client reference’s specification/requirements.</p> <p>Poor: Frequently does not meet client reference’s specifications / requirements</p>	
1. CUSTOMER NAME:	Village of Tequesta, Florida
CUSTOMER LOCATION:	Tequesta, Florida
POPULATION, if Government:	Approximately 6,000
CUSTOMER CONTACT PERSON:	Mr. Jeffery Snyder, Finance Director
CUSTOMER PHONE NUMBER:	561-768-0424
CUSTOMER CONTACT FAX:	561-768-0699
CUSTOMER CONTACT E-MAIL:	jsnyder@tequesta.org
PROJECT DESCRIPTION:	Financial and Compliance Audits
2. CUSTOMER NAME:	Town of Jupiter Inlet Colony, Florida
CUSTOMER LOCATION:	Jupiter Inlet Colony, Florida
POPULATION, if Government:	Approximately 400
CUSTOMER CONTACT PERSON:	Mr. Kevin Lucas, Town Administrator
CUSTOMER PHONE NUMBER:	561-746-3787
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	lucask@jupiterinletcolony.org
PROJECT DESCRIPTION:	Financial and Compliance Audits

3. CUSTOMER NAME:	City of North Port, Florida
CUSTOMER LOCATION:	North Port, Florida
POPULATION, if Government:	Approximately 60,000
CUSTOMER CONTACT PERSON:	Mr. Scott Skipper, Accounting Manager
CUSTOMER PHONE NUMBER:	941-429-7108
CUSTOMER CONTACT FAX:	941-429-7209
CUSTOMER CONTACT E-MAIL:	sskipper@cityofnorthport.com
PROJECT DESCRIPTION:	Financial and Compliance Audits
4. CUSTOMER NAME:	City of Wildwood, Florida
CUSTOMER LOCATION:	Wildwood, Florida
POPULATION, if Government:	Approximately 16,500
CUSTOMER CONTACT PERSON:	Ms. Cassandra Smith, Assistant City Manager/CF
CUSTOMER PHONE NUMBER:	352-661-6106
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	csmith@wildwood-fl.gov
PROJECT DESCRIPTION:	Financial and Compliance Audits
5. CUSTOMER NAME:	Town of Longboat Key, Florida
CUSTOMER LOCATION:	Longboat Key, Florida
POPULATION, if Government:	Approximately 7,600
CUSTOMER CONTACT PERSON:	Ms. Sue Smith, Finance Director
CUSTOMER PHONE NUMBER:	941-316-6882
CUSTOMER CONTACT FAX:	941-316-1656
CUSTOMER CONTACT E-MAIL:	ssmith@longboatkey.org
PROJECT DESCRIPTION:	Financial and Compliance Audits

TOWN OF JUNO BEACH

AUDIT SERVICES

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida

COUNTY OF Manatee

Wade P. Sansbury, being first duly sworn deposes and says that:

- 1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: September/8, 2023 /

By Wade P. Sansbury [Signature]

Title Partner

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wade P. Sansbury, an authorized representative of Mauldin & Jenkins, LLP, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September, 2023.

[Signature]
Notary Public - State of Florida at Large (Printed, typed or stamped commissioned name of notary public)



Jacquelyn McGlaughlin
Notary Public
State of Florida
Comm# HH152667
Expires 7/12/2025

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. The undersigned hereby proposes to furnish the services specified in the RFP. Furthermore, the undersigned agrees to abide by all conditions of this RFP. The undersigned certifies that all information contained in this submittal is truthful to the best of his/her knowledge and belief. The undersigned further certifies that he/she is duly authorized to submit this Proposal on behalf of the firm or entity submitting the Proposal and that the Proposer is ready, willing, and able to perform if awarded the contract.

The undersigned further certifies that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; that no officer, employee or agent of the Town of Juno Beach or other Proposer has any interest in the Proposal; and that the undersigned executed this Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

wsansbury@mjcpa.com
E-MAIL ADDRESS

Mauldin & Jenkins, LLC
NAME OF BUSINESS

BY: Wade P. Sansbury
SIGNATURE

Sworn to and subscribed before me
this 6th day of September, 2023.

Wade P. Sansbury, Partner
PRINTED NAME AND TITLE

Jacquelyn McGlaughlin
SIGNATURE OF NOTARY

1401 Manatee Avenue West, Suite 1200
MAILING ADDRESS

MY COMMISSION EXPIRES: 7/12/25

Bradenton, Florida 34205
CITY, STATE, ZIP CODE

PERSONALLY KNOWN

941-747-4483
TELEPHONE NUMBER

OR PRODUCED



Jacquelyn McGlaughlin
Notary Public
State of Florida
Comm# HH152667
Expires 7/12/2025

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Juno Beach

ADDRESS: 340 Ocean Drive
Juno Beach, FL 33408

CIRCLE ONE

SUBMITTED BY Mauldin & Jenkins, LLC

- Corporation
- Partnership
- Individual
- Other - LLC

NAME Wade P. Sansbury, CPA

ADDRESS: 1401 Manatee Avenue West, Suite 1200 Bradenton, Florida 34205

TELEPHONE NO. 941-747-4483

FAX NO. 941-747-6035

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Mauldin & Jenkins, LLC
 The address of the principal place of business is: 1401 Manatee Avenue West, Suite 1200
 Bradenton, Florida 34205

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
Not applicable.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
Not Applicable.

6. How many years has your organization been in business under its present business name?
105 years

a. Under what other former names has your organization operated?
Not applicable.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.
Licenses have been included within the proposal starting on page 70

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
The Firm has never failed to complete any awarded work.

9. State the names, telephone numbers and last known addresses of five (5) representatives of Florida Municipal agencies with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

- Village of Tequesta, Florida
Mr. Jeffery Snyder; 345 Tequesta Dr. Tequesta, FL 33469; 561.768.0424

(name) (address) (phone number)
- Town of Jupiter Inlet Colony, Florida
Mr. Kevein Lucas; 50 Colony Road, Jupiter Inlet, FL; 561.746.3787

(name) (address) (phone number)
- City of North Port, Florida
Mr. Scott Skipper; 4970 City Hall Blvd., North Port, FL 34289; 941.429.7108

(name) (address) (phone number)

City of Wildwood, Florida
Ms. Cassandra Smith; 100 N. Main St., Wildwood, FL 34785; 352.661.6106

(name) (address) (phone number)

Town of Longboat Key, Florida
Ms. Sue Smith; 501 Bay Isles Road, Longboat Key, FL 34228; 941.316.6882

(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See the resume section starting on page 37 or 39

11. State the name of the individual who will have personal supervision of the work:

Wade Sansbury; Daniel Anderson

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

None

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Wade P. Sansbury
Signature

Wade P. Sansbury
Printed Name

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 8th day of September, 2023 by Wade P. Sansbury of Manatee, who is personally known to me or who has produced Wade P. Sansbury as identification and who did (did not) take an oath. Mauidin & Jenkins, LLC

WITNESS my hand and official seal.

Jacquelyn McLaughlin
NOTARY PUBLIC

Jacquelyn McLaughlin
(Name of Notary Public: Print, Stamp, or type as Commissioned)



Jacquelyn McLaughlin
Notary Public
State of Florida
Comm# HH152667
Expires 7/12/2025

TOWN OF JUNO BEACH

AUDIT SERVICES

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Town of Juno Beach
(Print name of the public entity)

By Wade P. Sansbury
(Print individual's name and title)

for Mauldin & Jenkins, LLC
(Print name of entity submitting sworn statement)

Whose business address is 1401 Manatee Avenue West, Suite 1200 Bradenton, Florida 34205

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-0692043
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime: or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

Wade P. Sanley
Proposer's Signature

September 8, 2023
Date

TOWN OF JUNO BEACH

AUDIT SERVICES

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Juno Beach, Florida

by Wade P. Sansbury, Partner
(print individual's name and title)
for Mauldin & Jenkins, LLC
(print name of entity submitting sworn statement)

whose business address is 1401 Manatee Avenue West, Suite 1200 Bradenton, Florida 34205

and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0692043

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

Wade P. Sansbury
(Signature)

The foregoing document was sworn and subscribed before me this 8th day of September, 2023 by Wade P. Sansbury, who is personally known to me or produced _____ as identification.

Jacquelyn McGlaughlin
Notary Public
My Commission Expires: 7/12/25



Jacquelyn McGlaughlin
Notary Public
State of Florida
Comm# HH152667
Expires 7/12/2025

TOWN OF JUNO BEACH

AUDIT SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Mauldin & Jenkins, LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Wade P. Senley

Proposer's Signature

September 8, 2023

Date

Florida Licenses


Ron DeSantis, Governor Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AD0007585 **EXPIRATION DATE: DECEMBER 31, 2023**

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MAULDIN & JENKINS, CERTIFIED PUBLIC ACCOUNTANTS, LLC
 MAULDIN & JENKINS
 200 GALLERIA PKWY SE SUITE 1700
 ATLANTA GA 30339



ISSUED: 12/15/2021 Always verify licenses online at MyFloridaLicense.com
 Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC45811 **EXPIRATION DATE: DECEMBER 31, 2023**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

SANSBURY, WADE PATTEN
 1401 MANATEE AVENUE WEST
 SUITE 1200
 BRADENTON FL 34205



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Ron DeSantis, Governor

Julie I. Brown, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY**

LICENSE NUMBER: AC42735

EXPIRATION DATE: DECEMBER 31, 2023

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

ANDERSON, DANIEL ROSS
3607 1ST AVENUE W
BRADENTON FL 34205



ISSUED: 12/16/2021

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY**

LICENSE NUMBER: AC59325

EXPIRATION DATE: DECEMBER 31, 2023

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

FRALEY, ADAM MICHAEL
200 GALLERIA PKWY SE
SUITE 1700
ATLANTA GA 30339



ISSUED: 02/06/2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2023

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

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

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139		CONTACT NAME: Lisa Lewis PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: lisa.lewis@pninsurance.com	
INSURED Mauldin&Jenkins, LLC 200 Galleria Pkwy SE Ste 1700 Atlanta GA 30339-5946		INSURER(S) AFFORDING COVERAGE INSURER A: AllAmerica Financial Benefits NAIC # 41840 INSURER B: Great Point Insurance INSURER C: Hanover Insurance Company 524210 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2023-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z2AJ466092	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			Z2AJ466092	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			GP03-22-2412545	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2A-J448906-00	07/01/2023	07/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2022

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

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

PRODUCER 1-847-385-6800 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005	CONTACT NAME: Nadine Daniels PHONE (A/C, No., Ext): 847-385-6800 FAX (A/C, No): E-MAIL ADDRESS: PSGcerts@lemme.com
INSURED Mauldin & Jenkins, LLC 200 Galleria Parkway Suite 1700 Atlanta, GA 30339-5918	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: BERKLEY ASSUR CO 39462 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 66637544** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Insurance			BCRS1-4032888-00	09/21/22	09/21/23	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER Parties at Interest	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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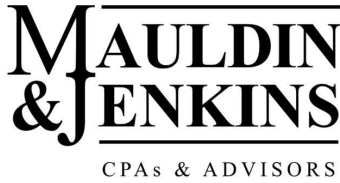
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ACORD 25 (2016/03)
 Nancy.Duval@lemme.com_LEM
 66637544

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Sample Engagement Letter

2023 Sample Engagement Letter



September 27, 2023

Honorable Mayor and Members of the
Town Council
Town of Juno Beach, Florida
340 Ocean Drive
Juno Beach, Florida 33408

Attn: Michael A. Ventura, Finance Director and Caitlin E. Copeland-Rodriguez, Town Clerk

We are pleased to confirm our understanding of the services we are to provide the Town of Juno Beach, Florida (the “Town”) for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the major fund, and the disclosures, which collectively comprise the basic financial statements, of the Town of Juno Beach, Florida as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Town’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis (MD&A).
2. Budgetary Comparison Schedule – General Fund.
3. Schedule of Town’s Proportionate Share of the Net Pension Liability – FRS and HIS.
4. Schedule of Town Contributions – FRS and HIS.
5. Schedule of Changes in the Town’s Total OPEB Liability and Related Ratios.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

Town of Juno Beach – 2023 Sample Engagement Letter

September 27, 2023

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Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Juno Beach, Florida, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Town of Juno Beach – 2023 Sample Engagement Letter
September 27, 2023
Page 3

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk. Furthermore, we have identified the following additional risk(s) of material misstatement as part of our audit planning:

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Town of Juno Beach – 2023 Sample Engagement Letter
September 27, 2023
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Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Juno Beach, Florida's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records,

Town of Juno Beach – **2023 Sample Engagement Letter**

September 27, 2023

Page 5

documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Town of Juno Beach – **2023 Sample Engagement Letter**

September 27, 2023

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With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the Town of Juno Beach will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the Town in accordance with the “Hosting Services” (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The Town is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the Town’s information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Juno Beach, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Town of Juno Beach – **2023 Sample Engagement Letter**
September 27, 2023
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We expect to begin our audit at a mutually agreed-upon date, and to issue our reports no later than February 15, 2024. Wade Sansbury is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$23,750 for the year ended September 30, 2023. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our audit of the Town of Juno Beach, Florida's financial statements. Our report will be addressed to the Members of the Town Council for the Town of Juno Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Juno Beach, Florida is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial

Town of Juno Beach – **2023 Sample Engagement Letter**
September 27, 2023
Page 8

audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Juno Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Juno Beach, Florida.

By: _____

Title: _____

**Section 6:
Cost Detail**

**TOWN OF JUNO BEACH
AUDIT SERVICES
SCHEDULE OF PROFESSIONAL FEES**

Financial Statement Audit FY 2023 – 2027

Item	Period	Financial Statement Audit / ACFR
1	September 30, 2023	\$ 23,750
2	September 30, 2024	\$ 24,500
3	September 30, 2025	\$ 25,250
4	September 30, 2026	\$ 26,000
5	September 30, 2027	\$ 26,750

Item	Title	Contractual Rate on Engagement	Proposed Number of Hours	Percentage of Time on Engagement
1	Partner	280	40	20%
2	Manager	190	70	40%
3	Supervisor Staff			
4	Staff	140	70	40%
	Total		180	100%

Single Audit and Additional Services (If Required)

Item	Title	Hourly Rate
1	Partner	280
2	Manager	190
3	Supervisor Staff	165
4	Staff	140

Signature and Date Wade P. Sansbury

Name/Title/Company Wade P. Sansbury, Partner
Mauldin & Jenkins, LLC

Schedule of Fees

We appreciate the opportunity to propose on providing audit services to the Town, and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services. As requested, we have listed an all-inclusive maximum fee for the audit engagement for the fiscal years 2023 through 2025. This cost proposal contains all pricing information relative to the performance of the audits.

September 30, 2023	\$23,750
September 30, 2024	\$24,500
September 30, 2025	\$25,250
September 30, 2026	\$26,000
September 30, 2027	\$26,750

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	40	\$280	\$ 11,200
Managers	70	190	13,300
Staff professionals	70	140	9,800
Total for services described in RFP	<u>180</u>		<u>34,300</u>
Out-of-pocket expenses:			
Meals and lodging			1,200
Transportation			600
Mauldin & Jenkins discount from standard fees and expenses			<u>(12,350)</u>
Total proposed fees for the 2023 audit			<u>\$ 23,750</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2024 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	40	\$285	\$ 11,400
Managers	70	195	13,650
Staff professionals	70	145	10,150
Total for services described in RFP	<u>180</u>		<u>35,200</u>
Out-of-pocket expenses:			
Meals and lodging			1,200
Transportation			600
Mauldin & Jenkins discount from standard fees and expenses			<u>(12,500)</u>
Total proposed fees for the 2024 audit			<u>\$ 24,500</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2025 FINANCIAL STATEMENTS			
	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Partners	40	\$290	\$ 11,600
Managers	70	200	14,000
Staff professionals	70	150	10,500
Total for services described in RFP	<u>180</u>		<u>36,100</u>
Out-of-pocket expenses:			
Meals and lodging			1,200
Transportation			600
Mauldin & Jenkins discount from standard fees and expenses			<u>(12,650)</u>
Total proposed fees for the 2025 audit			<u>\$ 25,250</u>
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2026 FINANCIAL STATEMENTS			
	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Partners	40	\$295	\$ 11,800
Managers	70	205	14,350
Staff professionals	70	155	10,850
Total for services described in RFP	<u>180</u>		<u>37,000</u>
Out-of-pocket expenses:			
Meals and lodging			1,200
Transportation			600
Mauldin & Jenkins discount from standard fees and expenses			<u>(12,800)</u>
Total proposed fees for the 2026 audit			<u>\$ 26,000</u>

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE AUDIT OF THE 2027 FINANCIAL STATEMENTS			
	Hours	Hourly Rate	Total
Partners	40	\$300	\$ 12,000
Managers	70	210	14,700
Staff professionals	70	160	11,200
Total for services described in RFP	<u>180</u>		<u>37,900</u>
Out-of-pocket expenses:			
Meals and lodging			1,200
Transportation			600
Mauldin & Jenkins discount from standard fees and expenses			<u>(12,950)</u>
Total proposed fees for the 2027 audit			<u><u>\$ 26,750</u></u>

Important Notes to be Considered Regarding our Fee Proposal:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins’ policy to not charge for routine conversations that occur between the Town and Mauldin & Jenkins. We encourage communication throughout the year. If significant research is involved, we will discuss with you any potential fees prior to beginning.

Note (2) – Free Periodic Continuing Education: As noted in our proposal, we provide free continuing education classes to our clients. This could amount to approximately \$2,000 of annual savings for the Town’s estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the Town to request Mauldin & Jenkins to provide any additional services (such as bond assurances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the Town and Mauldin & Jenkins. The rates noted above will be utilized to any additional work required over the three-year period.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the Town including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations of the Town and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

Note (5) – Single Audit Costs: Because the Town does not always meet the Single Audit requirement, we have elected to price this service separately. This way the Town will only pay for this service if and when needed. We propose a cost of \$5,000 per major program over the term of the Town contract.



Going Further.

No matter what road you're on, we are here to help you navigate through your unique circumstance to reach your financial goals.

INTEGRITY.

100+ year history of quality & expertise

INNOVATION.

Continued advancements, opportunities & solutions to drive us into the future

INSPIRATION.

A culture guided by our vision of service and community



MAULDIN & JENKINS

www.mjcpa.com

Request for Proposals

Audit Services



TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408

FINANCE DEPARTMENT
561-656-0320
561-656-0378 (FAX)

TOWN OF JUNO BEACH
AUDIT SERVICES

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TOWN OF JUNO BEACH, FL
Request for Proposals
AUDIT SERVICES

The Town of Juno Beach, Florida (“Town”), through its Auditor Selection Committee, is actively seeking proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Juno Beach’s governmental activities, each major fund and the aggregate remaining fund information in full accordance with the requirements, terms, and conditions contained in the Request for Proposals (“RFP”).

Interested firms shall submit one (1) original, seven (7) paper copies and one (1) electronic copy on a USB flash drive in a clear, concise format, on 8 ½ " x 11" paper in a sealed envelope bearing the name and address of the firm and the words “REQUEST FOR PROPOSALS-AUDIT SERVICES” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408. Sealed Proposals must be received, either by mail or hand delivery, no later than 11:00 a.m. EST on September 12, 2023, a public opening will take place on the same date and time. Any proposals received after the date and time specified will not be accepted under any circumstance and shall be returned to the Proposer unopened.

The Request for Proposals is open to inspection and may be obtained at the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town’s website www.juno-beach.fl.us, Demandstar.com, VendorRegistry.com or by contacting Michael Ventura, Finance Director, (561) 656-0320 or finance@juno-beach.fl.us. A non-refundable \$5.00 charge for each hardcopy of the RFP will be required. Electronic copies are free of charge.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town in accordance with the procedures set forth in Section 218.391, Florida Statutes. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

Re - Publication Date: August 17, 2023

TOWN OF JUNO BEACH

AUDIT SERVICES

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Town of Juno Beach, Florida, through its Auditor Selection Committee, is soliciting proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Juno Beach’s governmental activities, each major fund, and the aggregate remaining fund information.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **11:00 a.m. EST, September 12, 2023**. The proposals shall be submitted at the following address:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **REQUEST FOR PROPOSALS–AUDIT SERVICES**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer to provide the requested services, for a period of three (3) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Juno Beach Town Center at 340 Ocean Drive, Juno Beach, Florida 33408 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 656-0320, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 RFP Process Timeline: The anticipated schedule for this RFP and subsequent Letter of Engagement is as follows. **All dates are tentative and subject to change.**

RFP Available for Distribution	August 18, 2023
Due Date for Questions	August 31, 2023
Proposal Submittal Deadline	September 12, 2023 - 11:00am EST
Independent Review of Proposals by Selection Committee	September 13-20, 2023
Selection Committee Evaluation Meeting (will be advertised)	September 20, 2023 - 4:00pm EST
Auditor Presentations (if necessary)	September 21, 2023 - 9:00am - 12:00pm EST
Recommendation from Selection Committee to the Town Council and authorization to execute Letter of Engagement	September 27, 2023 - Town Council Meeting

1-4 Number of Copies: Proposers shall submit **one (1) original, seven (7) copies and one (1) electronic copy on a USB flash drive** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, U.S. Mail, or any other delivery medium.

1-5 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposals. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1-6 Inquiries: Interested Proposers may contact the Town’s Finance Director, Michael Ventura, regarding questions about the proposal by telephone at (561) 656-0320 or by e-mail at finance@juno-beach.fl.us.

The Finance Director will receive written requests for clarification concerning the meaning or interpretations of the RFP until twelve (12) days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves.

No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-7 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Finance Director through written communication prior to the opening of the proposals.

1-8 Contract Awards: The Town anticipates entering into an Agreement with the Proposer who submits the proposal determined by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town in accordance with the procedures set forth in Section 218.391, Florida Statutes. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the Town Council, and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of three (3) months to provide to the Town the services set forth in this Request for Proposals.

1-9 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and the Proposal. The Contract will be primary to other documentation such as a proposed engagement letter. Any and all legal action necessary to enforce the award will be held in Palm Beach County, and the contractual obligations will be interpreted according to the laws of the State of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-10 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible. **Price is not the sole or predominant factor.**

1-11 Public Records: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-12 News Releases: The Proposer shall obtain the prior written approval of the Town Manager’s Office of all news releases or other publicity pertaining to this RFP, the service, or the project to which it relates.

1-13 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of the resulting Contract, insurance coverages and policy limits, including endorsements, as described herein. The requirements contained herein, as well as Town’s review or acceptance of insurance maintained by the awarded service provider are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town of Juno Beach shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Juno Beach, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. For policies written on a Claims-Made basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract (*Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies*). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on

an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

- (c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (d) Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

The Proposer shall agree, by submitting a Proposal in response to this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should enter into such an agreement on a pre-loss basis.

The Town reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of the resulting Contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Town of Juno Beach and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Contract and resulting or occurring from any alleged negligence, act omission or error of the Proposer, its agents or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the

service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by the Contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Agreement term. Should the successful Proposer fail to provide acceptable evidence of current insurance within thirty (30) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to terminate the Agreement immediately.

1-14 Licenses: Proposers, both corporate and individual, must be fully licensed and certified to do business in the State of Florida at the time of Proposal submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-15 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List."

1-16 Scrutinized Vendor Certification: In accordance with Section 287.135, Florida Statutes, an award will not be made to any company that participates in the boycott of Israel or is on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes. By signing and submitting the RFP proposal forms, Proposer attests that they are not engaged in a boycott of Israel and is not on the "Scrutinized Companies that Boycott Israel List."

1-17 Drug-Free Workplace: All proposers must sign and comply with the drug free work place form attached.

1-18 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the successful Proposer shall act as an independent contractor and at no time shall the Proposer be considered an agent or partner of the Town. The Proposer shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-19 Cone of Silence: The Proposer is advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Town Council, the Town Manager and his employees. Proposer may only communicate with the Town in writing in accordance with paragraph 1-6, above. This "Cone of Silence" is in effect from the date/time of the deadline for submission of Proposal in response to the RFP, and terminates at the time that the Town Council approves a

Contract or rejects all proposals. Violations of the “Cone of Silence” shall disqualify any Proposer.

1-20 Code of Ethics: The award is subject to the ethical provisions of State of Florida Statutes (Chapter 112, Part III), Palm Beach County, and the Town. All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also a Town employee. Further, all Proposers shall disclose the name of any Town employee who owns, directly or indirectly, an interest of 5% or more in the Proposer’s firm or any of its branches.

The Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. The Proposer understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421 through 2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421 through 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

1-21 Equal Opportunity Requirements: It is the policy of the Town to comply with all Federal, State, County, and local laws to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs. It is the policy of the Town to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination. Furthermore, pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a Proposer’s social, political, or ideological interests when determining if the Proposer is responsible. Further, the Town may not give a preference to a Proposer based on the Proposer’s social, political, or ideological interests.

1-22 Disclosure and Disclaimer: Any action taken by the Town in response to proposals submitted pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals that deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a “Proposer”).

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town nor its advisors provide any assurances as to the accuracy of any

information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Town and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is issued subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-23 Proposal Contents: All material submitted becomes the property of the Town of Juno Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

TOWN OF JUNO BEACH

AUDIT SERVICES

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The Town of Juno Beach (hereinafter known as “Town”) seeks proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Juno Beach’s governmental activities, each major fund, and the aggregate remaining fund information.

The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The term of the engagement shall be for a five (5) year contract, renewable annually beginning with fiscal year-end financials dated September 30, 2023, and ending September 30, 2027.

2-2 GENERAL INFORMATION

The Town was incorporated in 1953 and covers an area of approximately 2 square miles. Located on a barrier island in Palm Beach County, the Town has approximately 3,427 year-round residents, and during peak season, this number increases to nearly 8,000 residents. The Town of Juno Beach operates under a Council–Manager form of government and provides the following services to its residents; public safety (police), public works (streets, stormwater & maintenance), planning & zoning, building permits & inspections, and general administrative services. The Town has 35 FTE employees, and the adopted FY2023 General Fund operating budget is \$11,078,035. The Town is debt free.

Other miscellaneous funds and departments are outlined in the Annual Comprehensive Financial Report (ACFR) for FY 2022 and will be included in the required audit services, the ACFR is available on the Town’s website.

2-3 WORK TO BE PERFORMED

- 1. Audit shall be performed in compliance with the requirements of:
 - a. Applicable Florida Statutes including, but not limited to Section 218.31(17) and Section 11.45(d)
 - b. Regulations of the State of Florida Department of Financial Services, Chapter 691-5, Florida Administrative Code, State Financial Assistance
 - c. Rules of the Auditor General, State of Florida, Chapter 10.550 (Local Government Audits).
 - d. Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants.
 - e. Federal Single Audit provisions in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

- f. Generally Accepted Auditing Standards (GAAS)
 - g. Government Auditing Standards, issued by the Comptroller General of the United States
 - h. Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.
2. The Town expects the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles. The auditor is to also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information.
3. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the Town with any required letters and schedules related to this audit, if required. The Town has not been subject to a Single Audit in several years.
4. The auditor shall prepare and submit to the Town of Juno Beach, no later than February 15th following the end of the fiscal year under audit, a report on the financial condition of the Town of Juno Beach, or deterioration thereof, in accordance with the rules of the Auditor General.
5. The audit shall also include a review of the financial report provided to the Department of Financial Services to ensure consistency with the Annual Financial Report (AFR).
6. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida for Single Audit Act requirements shall be delivered to the Town of Juno Beach by February 15th following the end of the fiscal year under audit.
7. The auditor shall submit no later than **March** 15, 2024, for the initial audit year, with each succeeding year to be completed by February 15th, following the end of the fiscal year under audit, a full and complete management letter which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. A draft of the management letter is to be discussed with the Finance Director before issuance. It is the Town's intent that all fieldwork related to the audit shall be completed by February 1st, following the end of the fiscal year under audit.
8. The auditor shall prepare the Town's Annual Comprehensive Financial Report (ACFR) compliant with all applicable Government Accounting Standards Board (GASB) statements.
- a. All financial statement audit reports required by: generally accepted auditing standards issued by the American Institute of Certified Public Accountants; generally accepted government auditing standards (GAGAS) as issued by the Comptroller General of the United States; and audit reports and management letters required by Section 218.39, Florida Statutes, and Chapter 10.550, Rules of the Auditor General. The annual financial statement audit shall include the Government-Wide financial statements and the individual fund financial statements including all applicable GASB statements, required Supplementary Financial Information and Notes to the Financial Statements.
 - b. All audit reports required by the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, Public law 104-156 (31 U.S.C.A., ss7501 to 7507) and U. S. Office Management and Budget (OMB) Circular No. A-133.

- c. Audit reports required by Section 215.97, Florida Statutes, the Florida Single Audit Act will be provided in digital PDF format.
 - d. All reports will be provided in paper and digital format.
9. The partner in charge of the audit and the audit manager or other CPA assigned to the audit shall attend two or more public meetings for discussion of the audit report and ACFR as deemed necessary by the Town.
10. The Town will be responsible for the preparation of the Transmittal Letter and Management's Discussion and Analysis.
11. Timeliness is critical in the performance of the audit. The auditor should coordinate with the Finance Director and/or the assigned designee of the Finance Director and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and the Town staff. The Town will make necessary records available to the auditor through the year to assist in this regard. In addition, the Town will make end-of-year records available to the auditor on or before December 5th after the end of the fiscal year under audit.
12. The auditor shall report to the Town at least bi-weekly the status of any potential audit adjustments so that the Town may have adequate opportunity to investigate, gather information, and respond if necessary. Final audit adjustments shall be submitted no later than February 1st following the end of the fiscal year under audit.
13. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized Town personnel, representatives of Federal or State Agencies upon request of that Agency or the Town of Juno Beach in accordance with Federal Law, State Law, and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Town.
14. The auditors agree to notify the Town immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Town of Juno Beach or any other government client audited by the audit firm.
15. The auditor agrees to notify the Town immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall be required to make an immediate written report of all irregularities and illegal acts.
16. The auditor must designate two (2) "key" members of the audit team. The Town shall reserve the right to approve any substitutions or changes in those staff designated as "key".
17. Auditor shall provide the Town of Juno Beach with a copy of each external quality control review (peer review) conducted during the time period engaged by the Town of Juno Beach.
18. The proposal should set forth a detailed work plan, including an explanation of the audit methodology to be followed, and estimated hours needed to perform the services required in the request for proposal.

19. Auditor shall provide the Town of Juno Beach an hourly rate for additional services as may be required or requested such as but not limited to a Single Audit or additional internal control testing and recommendations.

All requirements and conditions set forth in this RFP shall be incorporated into the Contract between the Town and the selected firm unless otherwise specified in the Contract.

2-4 PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals from qualified independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the Town of Juno Beach. It is the intent of the Town to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Juno Beach in any way in the selection of the proposal that best meets the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

- A. Proposals must include the following at a minimum:
- Description and history of the make-up and composition of the firm.
 - Relevant government auditing experience of firm.
 - Not less than five (5) Florida Municipal references for which the firm has performed similar work.
- B. Resumes of partners, managers, supervisory and other staff assigned to this audit, including the following information:
- Formal education.
 - Supplemental education relative to governmental accounting and auditing.
 - Experience in public accounting in general.
 - Experience in private business or government.
 - Experience in auditing governmental units.
 - Membership in various national and state governmental accounting boards, committees, or associations (past and present).
 - Professional recognition, such as awards, etc.
 - Copies of CPA licenses for all individual CPA's assigned to the audit and for the firm in the State of Florida.
- C. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.
- D. A statement setting forth the proposer's understanding of the work to be done and a positive commitment to meet or exceed specifications stated herein and a positive commitment to perform the work within the time period specified.
- a. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in the request for proposal.
- Proposers will be required to provide the following information on their audit approach:
- Proposed segmentation of the engagement.

- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - Sample size and the extent to which statistical sampling is to be used in the engagement.
 - Extent of use of EDP software in the engagement.
 - Type and extent of analytical procedures to be used in the engagement.
 - Approach to be taken to gain and document an understanding of the internal control structure.
 - Approach to be taken in determining laws and regulations that will be subject to audit test work.
- b. A tentative schedule for performing key aspects of the audit.
 - c. A fee schedule for the complete audit. Completion of attached Schedules of Professional Fees and Expenses for the audit including fees for FY2023 through FY2027 and staff hourly rates to be used for any additional work which may be requested by the Town which is outside the scope of this contract.
 - d. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, that promotional material shall not be considered the proposal in and of itself, only supplemental information.
 - e. Positive affirmation that all CPA's assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.
 - f. Documentation from Florida's Board of Accountancy that the licenses described above are active and in good standing.
 - g. Location of the office from which the audit will be conducted and number of personnel in that office who would be working on the audit.
 - h. Copy of the most recent external quality control reviews (peer reviews) which include a review of specific government engagements.
 - i. Results of any Federal or State desk review or field audits during the past three years.
 - j. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by the State regulatory bodies or professional organizations.
 - k. The firm must agree to use Town staff in preparation of supporting schedules, reconciliations, and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the Town with a list of all schedules to be prepared by the Town. Finance Department staff will be available during the audit to provide information, documentation, and explanation to the auditors.
 - l. Provide evidence of required insurance coverage on Certificate of Insurance.
 - m. Description of your office's experience in preparing GASB compliant governmental financial statements and in providing assistance in obtaining the Certificate of Achievement.
 - n. Copy of proposed engagement letter.

2-5 MINIMUM QUALIFICATIONS

The Auditor/Audit Firm must:

- A. Maintain a permanent office in the State of Florida.
- B. Be licensed by the State of Florida, Department of Business & Professional Regulation, State Board of Accountancy, to practice in the State of Florida.

- C. Have experience in municipal governmental auditing and must clearly indicate its governmental expertise.
- D. Disclose pertinent continuing education programs completed by the staff proposed to be assigned to the engagement.
- E. Indicate its approach to peer review and provide a report of the most recent peer review. Indicate whether that peer review included a review of local government client activities.
- F. Provide any disciplinary actions instituted or proposed against the firm during the last three years.
- G. Describe the results of State or Federal reviews during the past three years of the firm's governmental client audit work.

2-6 INFORMATION TO BE PROVIDED BY THE TOWN

The Town will provide in electronic format, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trial Balance printouts of September 30 and any other time periods requested by the auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30th, and any other time periods requested by the auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. File containing end-of-year general ledger, revenue, and expenditure balances for all accounts in the Town's accounting system for download into auditor software.
5. File containing year-to-date detail information for all general ledger, revenue, and expenditure accounts in the Town's accounting system.
6. The Town will prepare confirmation letters for the auditor.
7. The Town will provide the auditor with access to the Munis Financial Management System to allow access to paid invoices, canceled checks, payroll information and other supportive documentation as requested by the firm.
8. For other information, please contact the Finance Director and/or the assigned designee.

2-7 CONTRACTS, BILLING AND PAYMENT

1. The Town of Juno Beach expects to sign a firm fixed-price contract with the successful proposer for a five (5) year period.
2. The proposer shall submit a flat fee for each of the five years covered by the request for proposals.
3. Progress payments not to exceed 75% of the total fee may be made upon the request of the proposer upon completion of the audit fieldwork. Progress billings may be submitted on a monthly basis. Final payment shall be made upon receipt and acceptance of the final ACFR by the Town Council and upon request by the proposer.

2-8 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be Michael Ventura, Finance Director at (561) 656-0320 or finance@juno-beach.fl.us. After acceptance by the Town Council of the award recommended by the selection committee, an engagement letter shall be prepared, all communications and correspondence shall be directed to Mr. Michael Ventura at 340 Ocean

Drive, Juno Beach, FL 33408.

2-9 CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. The scope of services and pricing shall be included in the award contract.

Town of Juno Beach

AUDIT SERVICES

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, seven (7) paper copies and one (1) electronic copy on a USB flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **seven (7) copies and a USB flash drive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be written.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to provide the audit services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth in this Request for Proposal.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposals. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff member(s) to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements to complete the Audit Services.

The technical proposal should address all of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER

An introductory letter, introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state that the Proposer understands the audit services to be completed, and make a positive commitment to perform and complete the audit and related services.

Section 2: APPROACH TO THE PROJECT

The proposal shall include a description of the proposed audit engagement, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- Overall approach and methods to achieve a satisfactory audit engagement
- Describe the involvement of Town staff
- Describe the Firm's current workload
- Methodology intended to implement and accomplish the audit, including sampling techniques and analytical procedures
- All fees and charges

Section 3: PAST EXPERIENCE

The proposal shall include past performance, including the number of similar locations successfully audited. Proposals will only be considered from qualified firms.

The following information shall be included regarding the Company's experience in governmental auditing:

Provide a minimum of three (3) references for which you provided a similar audit service within the past five years of the scope and nature required by this RFP similar in size to the Town of Juno Beach. These references must include, as a minimum: the name of the company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether timelines were met.

Letters of Commendation or Recommendation may be included in this section.

Section 4: OPERATIONAL INFORMATION

Proposers shall submit the following information as described in the sections below:

- A) Office locations
- B) Staffing levels at office locations
- C) Hours of operation
- D) Proposed staffing levels
- E) Provide resumes of all persons who will be involved in the engagement of the audit services

Section 5: Proposer Disclosure Forms

- Non-collusive Affidavit
- Proposer’s Certification Form
- Proposer’s Qualification Statement
- Public Entity Crimes Form
- Scrutinized Vendor Certification
- Drug-Free Workplace Certification

Section 6: COST DETAIL

Propose a fee schedule for use of the service and schedule of fees for completion of all the Audit Services required.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **“Request for Proposals – Audit Services.”**

TOWN OF JUNO BEACH

AUDIT SERVICES

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD - The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, approved by the Juno Beach Town Council, will convene, review, discuss, and rank all proposals submitted.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals. After the deadline for receipt of proposals, the Selection Committee will receive and preliminarily review each submission prior to the Selection Committee’s evaluation meeting.

4-4 EVALUATION CRITERIA - The criteria and weights, established by the Selection Committee, and as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria.

4-5 SELECTION - Auditor selection and the award of contract shall be conducted in accordance with all state statutory requirements and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist of the three firms deemed to be the most highly qualified. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. Award (s) shall be based on all the information submitted by the firms and a thorough review of all references provided based upon criteria set forth herein.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Additionally, during the oral presentations, the proposers shall include (but not be limited to) their approach to the project. The proposed Project Manager should be in attendance. Finalists will be informed as to the revised evaluation criteria prior to their oral

presentation.

4-7 FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town in accordance with Section 218.391, Florida Statutes. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon successful contract with the selected firm, the remaining firms will be notified that the process has been completed and that they were not selected. The Town Manager and Town Attorney shall negotiate on the Town's behalf.

TOWN OF JUNO BEACH
AUDIT SERVICES
EVALUATION CRITERIA

Criteria	Weight
<p>Qualifications and Experience/Ability of Professional Personnel</p> <ul style="list-style-type: none"> • Quality of the professional personnel to be assigned to the engagement and the quality of the firm's management and support personnel • Availability of qualified personnel • Audit firm meets applicable independence criteria • Key personnel receive adequate continuing professional education • Evidence of licensing, completion of quality control review • Demonstrated experience in performing quality municipal audits • The firm's past experience and performance with auditing and preparing an ACFR • Technological capabilities • References 	60%
<p>Audit Approach</p> <ul style="list-style-type: none"> • Adequacy of the overall audit plan for the engagement • Approach to documentation and review of the comprehensive framework of internal and administrative controls • Adequacy of proposed staffing plan (hours, level, and percentage of time) for the various segments of the engagement • Adequacy of sampling techniques • Adequacy of analytical procedures • Ability to meet time frames and delivery dates 	20%
<p>Other</p> <ul style="list-style-type: none"> • Overall completeness, clarity, and quality of proposal • Evidence of insurance coverage • Volume of work in progress • Location of firm 	15%
<p>Fee</p> <ul style="list-style-type: none"> • Completed Fee Schedule Worksheet • Pricing Structure • Additional fees 	5%

TOWN OF JUNO BEACH

AUDIT SERVICES

Attachment A - Proposal Response Forms

PROPOSER INFORMATION	
PROJECT ORGANIZATION (PROPOSER)	
Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
FAX:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER REFERENCES	
<p>Please submit a minimum of three references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Auditing Services). The Town may contact some of the Proposer’s current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal’s ability to perform the types, level and quality of services that the Town desires. All references contacted will be asked to rate those aspects of the Proposal’s performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;"> Excellent: Frequently exceeds client reference’s specifications/requirements Good: Meets client reference’s specification/requirements. Poor: Frequently does not meet client reference’s specifications / requirements </p>	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON:	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

TOWN OF JUNO BEACH

AUDIT SERVICES

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: _____/_____/_____

By

Title

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

 Notary Public - State of Florida at Large (Printed, typed or stamped commissioned name of notary public)

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. The undersigned hereby proposes to furnish the services specified in the RFP. Furthermore, the undersigned agrees to abide by all conditions of this RFP. The undersigned certifies that all information contained in this submittal is truthful to the best of his/her knowledge and belief. The undersigned further certifies that he/she is duly authorized to submit this Proposal on behalf of the firm or entity submitting the Proposal and that the Proposer is ready, willing, and able to perform if awarded the contract.

The undersigned further certifies that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; that no officer, employee or agent of the Town of Juno Beach or other Proposer has any interest in the Proposal; and that the undersigned executed this Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

E-MAIL ADDRESS

NAME OF BUSINESS

BY:

SIGNATURE

Sworn to and subscribed before me
this day of , 2023.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES:

CITY, STATE, ZIP CODE

PERSONALLY KNOWN

TELEPHONE NUMBER

OR PRODUCED

TOWN OF JUNO BEACH

AUDIT SERVICES

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned Proposer certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Juno Beach

ADDRESS: 340 Ocean Drive
Juno Beach, FL 33408

CIRCLE ONE

SUBMITTED BY _____

- Corporation
- Partnership
- Individual
- Other

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____
 The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of five (5) representatives of Florida Municipal agencies with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Disclose any suits or administrative actions ever taken against your firm by the Department of Insurance within the last two (2) years.

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSAL'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

Printed Name

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officer’s directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of its officer’s directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

Proposer's Signature

Date

TOWN OF JUNO BEACH

AUDIT SERVICES

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Town of Juno Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

TOWN OF JUNO BEACH

AUDIT SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

TOWN OF JUNO BEACH

**AUDIT SERVICES
SCHEDULE OF PROFESSIONAL FEES**

Financial Statement Audit FY 2023 – 2027

Item	Period	Financial Statement Audit / ACFR
1	September 30, 2023	\$
2	September 30, 2024	\$
3	September 30, 2025	\$
4	September 30, 2026	\$
5	September 30, 2027	\$

Item	Title	Contractual Rate on Engagement	Proposed Number of Hours	Percentage of Time on Engagement
1	Partner			
2	Manager			
3	Supervisor Staff			
4	Staff			
	Total			

Single Audit and Additional Services (If Required)

Item	Title	Hourly Rate
1	Partner	
2	Manager	
3	Supervisor Staff	
4	Staff	

Signature and Date _____

Name/Title/Company _____

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.



Meeting Name: Town Council
Meeting Date: September 27, 2023
Prepared By: Davila, F. CFM
Item Title: Ordinance # 769 – Amending Chapter 7 Floodplain Regulations (2nd Reading)

DISCUSSION:

The Town participates in the (Community Rating System) CRS program. The Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the goals of the program.

The Town has an annual audit to verify that all activities in the CRS Program are being performed. The audit/recertification is necessary to maintain our current rating of "5" which provides a 25% discount on flood insurance to our residents that live in the Special Flood Hazard Area (SFHA) and a 10% discount to those outside of the SFHA.

In order for the Town to continue its compliance with the CRS program, the Florida Department of Emergency Management, Office of Floodplain Management, Bureau of Mitigation, requires the adoption of the following amendments:

1. Market Value: Amending the definition to use actual cash value as primary method.
2. Manufactured Homes: Remove 36-inch option (CRS class 8 prerequisite).

Ordinance No. 769 proposes to adopt the amendments stated above and also codifies within Chapter 7.- Floodplain Regulations the provisions that were adopted through Ordinance No. 687 (adopted on August 10, 2016) to amend the Florida Building Code (FBC), Building. The amendments to the Florida Building Code are:

1. When interpreting the FBC, using the definitions stated in Section 7-12 for substantial improvement and substantial damage for both new buildings and existing buildings.
2. When interpreting the FBC, the minimum elevation requirements shall be base flood elevation plus eighteen inches (18') or design flood elevation, whichever is higher, for both sections of the FBC Building and Residential.

The proposed amendments are required for compliance with the CRS Class 8 Prerequisite and must be adopted prior to the Town's 5-year Cycle visit. If the community does not adopt language to be compliant with the CRS Class 8 Prerequisite, then the community will be subject to retrograde in the program.

RECOMMENDATION:

Make a motion to approve Ordinance No. 769 – Amending Chapter 7 of the Floodplain Regulations on second reading.

TOWN OF JUNO BEACH

ORDINANCE NO. 769

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING CHAPTER 7, "FLOODPLAIN REGULATIONS," TO UPDATE THE TOWN'S REGULATIONS AND TO MAINTAIN THE TOWN'S NATIONAL FLOOD INSURANCE PROTECTION PROGRAM RATING; AMENDING ARTICLE I, "ADMINISTRATION," BY AMENDING SECTION 7-2, "APPLICABILITY," AND SECTION 7-7, "VARIANCES AND APPEALS;" AMENDING ARTICLE II, "DEFINITIONS," BY AMENDING SECTION 7-12; AMENDING ARTICLE III, "FLOOD RESISTANT DEVELOPMENT," BY AMENDING SECTION 7-21, "BUILDINGS AND STRUCTURES," AND SECTION 7-24, "MANUFACTURED HOMES;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has in Chapter 166, Florida Statutes, conferred upon municipalities the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Juno Beach participates in the National Flood Insurance Program and participates in NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the Town of Juno Beach to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Town Council determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating and to make other suggested revisions and updates to the Town's existing Floodplain Regulations.

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

1 the area from the special flood hazard area.

2
3 (e) *Other laws.* The provisions of this ordinance shall not be
4 deemed to nullify any provisions of local, state or federal law.

5
6 (f) *Abrogation and greater restrictions.* This ordinance chapter
7 supersedes any ordinance in effect for management of development in flood
8 hazard areas. However, it is not intended to repeal or abrogate any existing
9 ordinances including but not limited to land development regulations, zoning
10 ordinances, stormwater management regulations, or the *Florida Building*
11 *Code*. In the event of a conflict between this ordinance and any other
12 ordinance, the more restrictive shall govern. This ordinance shall not impair
13 any deed restriction, covenant or easement, but any land that is subject to
14 such interests shall also be governed by this ordinance.

15
16 (g) *Interpretation.* In the interpretation and application of this
17 ordinance, all provisions shall be:

- 18
19 (1) Considered as minimum requirements;
20
21 (2) Liberally construed in favor of the governing body; and
22
23 (3) Deemed neither to limit nor repeal any other powers granted
24 under state statutes.

25 * * *

26
27
28 **Sec. 7-7. Variances and appeals.**

29
30 (a) *In General.* The zoning board of adjustment and appeals shall
31 hear and decide on requests for appeals and requests for variances from
32 the strict application of this ordinance. Pursuant to section 553.73(5),
33 *Florida Statutes*, the zoning board of adjustment and appeals shall hear and
34 decide on requests for appeals and requests for variances from the strict
35 application of the flood resistant construction requirements of the *Florida*
36 *Building Code*. This section does not apply to Section 3109 of the *Florida*
37 *Building Code, Building*.

38
39 (b) The zoning board of adjustment and appeals shall hear and
40 decide appeals when it is alleged there is an error in any requirement,
41 decision, or determination made by the Floodplain Administrator in the
42 administration and enforcement of this ordinance. Any person aggrieved
43 by the decision may appeal such decision to the Circuit Court, as provided
44 by *Florida Statutes*.

45
46 (c) *Limitations on authority to grant variances.* The zoning board
47 of adjustment and appeals shall base its decisions on variances on

1 technical justifications submitted by applicants, the considerations for
2 issuance in subsection (g) below, the conditions of issuance set forth in
3 subsection (h) below, and the comments and recommendations of the
4 Floodplain Administrator and the Building Official. The zoning board of
5 adjustment and appeals has the right to attach such conditions as it deems
6 necessary to further the purposes and objectives of this ordinance.

7
8 (d) *Restrictions in floodways.* A variance shall not be issued for
9 any proposed development in a floodway if any increase in base flood
10 elevations would result, as evidenced by the applicable analyses and
11 certifications required in Section 7-5(c) of this chapter.

12
13 (e) *Historic buildings.* A variance is authorized to be issued for
14 the repair, improvement, or rehabilitation of a historic building that is
15 determined eligible for the exception to the flood resistant construction
16 requirements of the *Florida Building Code, Existing Building, Chapter 42 11*
17 Historic Buildings, upon a determination that the proposed repair,
18 improvement, or rehabilitation will not preclude the building's continued
19 designation as a historic building and the variance is the minimum
20 necessary to preserve the historic character and design of the building. If
21 the proposed work precludes the building's continued designation as a
22 historic building, a variance shall not be granted and the building and any
23 repair, improvement, and rehabilitation shall be subject to the requirements
24 of the *Florida Building Code*.

25
26 (f) *Functionally dependent uses.* A variance is authorized to be
27 issued for the construction or substantial improvement necessary for the
28 conduct of a functionally dependent use, as defined in this ordinance,
29 provided the variance meets the requirements of subsection (d) above, is
30 the minimum necessary considering the flood hazard, and all due
31 consideration has been given to use of methods and materials that minimize
32 flood damage during occurrence of the base flood.

33
34 (g) *Considerations for issuance of variances.* In reviewing
35 requests for variances, the zoning board of adjustment and appeals shall
36 consider all technical evaluations, all relevant factors, all other applicable
37 provisions of the *Florida Building Code*, this ordinance, and the following:

- 38
39 (1) The danger that materials and debris may be swept onto other
40 lands resulting in further injury or damage;
41
42 (2) The danger to life and property due to flooding or erosion
43 damage;
44

- 1 (3) The susceptibility of the proposed development, including
2 contents, to flood damage and the effect of such damage on
3 current and future owners;
- 4
- 5 (4) The importance of the services provided by the proposed
6 development to the town;
- 7
- 8 (5) The availability of alternate locations for the proposed
9 development that are subject to lower risk of flooding or
10 erosion;
- 11
- 12 (6) The compatibility of the proposed development with existing
13 and anticipated development;
- 14
- 15 (7) The relationship of the proposed development to the
16 comprehensive plan and floodplain management program for
17 the area;
- 18
- 19 (8) The safety of access to the property in times of flooding for
20 ordinary and emergency vehicles;
- 21
- 22 (9) The expected heights, velocity, duration, rate of rise and
23 debris and sediment transport of the floodwaters and the
24 effects of wave action, if applicable, expected at the site; and
- 25
- 26 (10) The costs of providing governmental services during and after
27 flood conditions including maintenance and repair of public
28 utilities and facilities such as sewer, gas, electrical and water
29 systems, streets and bridges.
- 30
- 31 (h) *Conditions for issuance of variances.* Variances shall be
32 issued only upon:
- 33
- 34 (1) Submission by the applicant, of a showing of good and
35 sufficient cause that the unique characteristics of the size,
36 configuration, or topography of the site limit compliance with
37 any provision of this ordinance or the required elevation
38 standards;
- 39
- 40 (2) Determination by the zoning board of adjustment and appeals
41 that:
42
- 43 a. Failure to grant the variance would result in exceptional
44 hardship due to the physical characteristics of the land
45 that render the lot undevelopable; increased costs to
46 satisfy the requirements or inconvenience do not

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constitute hardship;

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

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

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Section 3. The Town Council hereby amends Article II, "Definitions," of Chapter 7, "Floodplain Regulations," of the Town Code of Ordinances as follows (additional language is underlined and deleted language is ~~stricken through~~):

ARTICLE II. DEFINITIONS

* * *

Sec. 7-12. Definitions.

* * *

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before December 1, 1978. [Also defined in FBC, B, Section 1612.2.]

~~*Existing manufactured home park or subdivision.* A manufactured~~

1 ~~home park or subdivision for which the construction of facilities for servicing~~
2 ~~the lots on which the manufactured homes are to be affixed (including, at a~~
3 ~~minimum, the installation of utilities, the construction of streets, and either~~
4 ~~final site grading or the pouring of concrete pads) is completed before~~
5 ~~December 1, 1978.~~

6
7 ~~*Expansion to an existing manufactured home park or subdivision.*~~
8 ~~The preparation of additional sites by the construction of facilities for~~
9 ~~servicing the lots on which the manufactured homes are to be affixed~~
10 ~~(including the installation of utilities, the construction of streets, and either~~
11 ~~final site grading or the pouring of concrete pads).~~

12 * * *

13
14
15 *Historic structure.* Any structure that is determined eligible for the
16 exception to the flood hazard area requirements of the *Florida Building*
17 *Code, Existing Building, Chapter 12 44* Historic Buildings.

18
19 *Letter of Map Change (LOMC).* An official determination issued by
20 FEMA that amends or revises an effective Flood Insurance Rate Map or
21 Flood Insurance Study. Letters of Map Change include:

- 22
23 **1.** *Letter of Map Amendment (LOMA):* An amendment based on
24 technical data showing that a property was incorrectly
25 included in a designated special flood hazard area. A LOMA
26 amends the current effective Flood Insurance Rate Map and
27 establishes that a specific property, portion of a property, or
28 structure is not located in a special flood hazard area.
- 29
30 **2.** *Letter of Map Revision (LOMR):* A revision based on technical
31 data that may show changes to flood zones, flood elevations,
32 special flood hazard area boundaries and floodway
33 delineations, and other planimetric features.
- 34
35 **3.** *Letter of Map Revision Based on Fill (LOMR-F):* A
36 determination that a structure or parcel of land has been
37 elevated by fill above the base flood elevation and is,
38 therefore, no longer located within the special flood hazard
39 area. In order to qualify for this determination, the fill must
40 have been permitted and placed in accordance with the
41 community's floodplain management regulations.
- 42
43 **4.** *Conditional Letter of Map Revision (CLOMR):* A formal review
44 and comment as to whether a proposed flood protection
45 project or other project complies with the minimum NFIP
46 requirements for such projects with respect to delineation of

1 special flood hazard areas. A CLOMR does not revise the
2 effective Flood Insurance Rate Map or Flood Insurance Study;
3 upon submission and approval of certified as-built
4 documentation, a Letter of Map Revision may be issued by
5 FEMA to revise the effective FIRM.

6 * * *

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8
9 *Market value.* ~~The price at which a property will change hands~~
10 ~~between a willing buyer and a willing seller, neither party being under~~
11 ~~compulsion to buy or sell and both having reasonable knowledge of relevant~~
12 ~~facts. As used in this ordinance, the term refers to the market~~ The value of
13 buildings and structures, excluding the land and other improvements on the
14 parcel. Market value may be established by a qualified independent
15 appraiser, is the actual cash value (in-kind replacement cost depreciated
16 for age, wear and tear, neglect, and quality of construction) determined by
17 a qualified independent appraiser, or tax assessment value adjusted to
18 approximate market value by a factor provided by the County Property
19 Appraiser.

20
21 *New construction.* For the purposes of administration of this
22 ordinance and the flood resistant construction requirements of the *Florida*
23 *Building Code*, structures for which the “start of construction” commenced
24 on or after December 1, 1978 and includes any subsequent improvements
25 to such structures.

26
27 ~~*New manufactured home park or subdivision.* A manufactured home~~
28 ~~park or subdivision for which the construction of facilities for servicing the~~
29 ~~lots on which the manufactured homes are to be affixed (including at a~~
30 ~~minimum, the installation of utilities, the construction of streets, and either~~
31 ~~final site grading or the pouring of concrete pads) is completed on or after~~
32 ~~December 1, 1978.~~

33 * * *

34
35
36 **Section 4.** The Town Council hereby amends Article III, “Flood Resistant
37 Development,” of Chapter 7, “Floodplain Regulations,” of the Town Code of Ordinances
38 as follows (additional language is underlined and deleted language is ~~stricken through~~):

39
40
41 **ARTICLE III. FLOOD RESISTANT DEVELOPMENT**

42
43 **Sec. 7-21. Buildings and structures.**

44
45 (a) *Design and construction of buildings, structures and facilities*
46 *exempt from the Florida Building Code.* Pursuant to Section 7-4(c) of this

1 chapter, buildings, structures, and facilities that are exempt from the *Florida*
2 *Building Code*, including substantial improvement or repair of substantial
3 damage of such buildings, structures and facilities, shall be designed and
4 constructed in accordance with the flood load and flood resistant construction
5 requirements of ASCE 24. Structures exempt from the *Florida Building Code*
6 that are not walled and roofed buildings shall comply with the requirements of
7 Section 7-27 of this chapter.

8
9 (b) *Buildings and structures seaward of the coastal construction*
10 *control line.* If extending, in whole or in part, seaward of the coastal
11 construction control line and also located, in whole or in part, in a flood
12 hazard area:

13
14 (1) Buildings and structures shall be designed and constructed to
15 comply with the more restrictive applicable requirements of
16 the *Florida Building Code, Building* Section 3109 and Section
17 1612 or *Florida Building Code, Residential* Section R322.

18
19 (2) Minor structures and non-habitable major structures as
20 defined in section 161.54, *Florida Statutes*, shall be designed
21 and constructed to comply with the intent and applicable
22 provisions of this ordinance and ASCE 24.

23
24 (c) Amendments to the Florida Building Code. The Florida
25 Building Code is hereby amended with the following local amendments:

26
27 (1) Florida Building Code, Building: The definitions for
28 “substantial damage” and “substantial improvement” shall be
29 as specified in Section 7-12 of this chapter.

30
31 (2) Florida Building Code, Building: In Section 1612, the minimum
32 elevation requirements shall be as specified in ASCE 24 or
33 the base flood elevation plus eighteen inches (18”), whichever
34 is higher.

35
36 (3) Florida Building Code, Existing Building: The definitions for
37 “substantial damage” and “substantial improvement” shall be
38 as specified in Section 7-12 of this chapter.

39
40 (4) Florida Building Code, Residential: In Section R322, the
41 minimum elevation requirements shall be the base flood
42 elevation plus eighteen inches (18”) or the design flood
43 elevation, whichever is higher.

* * *

Sec. 7-24. Manufactured homes.

(a) *In General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, *Florida Statutes*, and shall comply with the requirements of Chapter 15C-1, *Florida Administrative Code*, and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.2* and this ordinance. ~~Foundations for manufactured homes subject to subsection (d)(2) below are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.3* and this ordinance.

(c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) *Elevation.* ~~All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential Section R322.2 (Zone A)* or *Section R322.3 (Zone V and Coastal A Zone)*. Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (d)(1) or (d)(2) below, as applicable.~~

~~(1) *General elevation requirement.* Unless subject to the~~

1 requirements of subsection (d)(2) below, all manufactured
2 homes that are placed, replaced, or substantially improved on
3 sites located: (a) outside of a manufactured home park or
4 subdivision; (b) in a new manufactured home park or
5 subdivision; (c) in an expansion to an existing manufactured
6 home park or subdivision; or (d) in an existing manufactured
7 home park or subdivision upon which a manufactured home
8 has incurred "substantial damage" as the result of a flood,
9 shall be elevated such that the bottom of the frame is at or
10 above the elevation required, as applicable to the flood hazard
11 area, in the *Florida Building Code, Residential* Section R322.2
12 (Zone A) or Section R322.3 (Zone V).

13
14 (2) *Elevation requirement for certain existing manufactured home*
15 *parks and subdivisions.* Manufactured homes that are not
16 subject to subsection (d)(1) above, including manufactured
17 homes that are placed, replaced, or substantially improved on
18 sites located in an existing manufactured home park or
19 subdivision, unless on a site where substantial damage as
20 result of flooding has occurred, shall be elevated such that
21 either the:

22
23 a. Bottom of the frame of the manufactured home is at or
24 above the elevation required, as applicable to the flood
25 hazard area, in the *Florida Building Code, Residential*
26 Section R322.2 (Zone A) or Section R322.3 (Zone V);
27 or

28
29 b. Bottom of the frame is supported by reinforced piers or
30 other foundation elements of at least equivalent
31 strength that are not less than fifty four (54) inches in
32 height above grade.

33
34 (e) *Enclosures.* Enclosed areas below elevated manufactured
35 homes shall comply with the requirements of the *Florida Building Code,*
36 *Residential* Section R322.2 or R322.3 for such enclosed areas, as
37 applicable to the flood hazard area.

38
39 (f) *Utility equipment.* Utility equipment that serves manufactured
40 homes, including electric, heating, ventilation, plumbing, and air
41 conditioning equipment and other service facilities, shall comply with the
42 requirements of the *Florida Building Code, Residential* Section R322, as
43 applicable to the flood hazard area.

44 * * *



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: Ordinance No. 770 – Repeal of Ordinance No. 568 (2nd Reading)

DISCUSSION:

The Town’s per diem rates and travel and training procedures need updates. Therefore, repealing Ordinance No. 568 – Approving the Per Diem Rates (approved in 2003); and incorporating travel and training procedures into the personnel policy, that will be adopted in the future via Resolution, is the best course of action.

All current procedures in the travel policy will remain the same, except the per diem rate will reference the GSA travel rates for area specific travel.

On August 23, the Council approved Ordinance No. 770 on first reading.

RECOMMENDATION:

Motion to approve Ordinance No. 770 repealing Ordinance No. 568 on second and final reading.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. 770

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, REPEALING ORDINANCE NO. 568, ESTABLISHING MEAL ALLOWANCES FOR TOWN OFFICIALS AND EMPLOYEES, IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on November 5, 2003, the Town Council adopted Ordinance No. 568, establishing meal and mileage allowances for Town employees and officials engaged in travel on Town-related business; and

WHEREAS, the Town Council wishes to repeal Ordinance No. 568 in its entirety and adopt a new policy by Resolution; and

WHEREAS, the Town Council determines that the adoption of this Ordinance repealing Ordinance No. 568 is in the best interests of the 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 and incorporated herein.

Section 2. The Town Council hereby repeals Ordinance No. 568 in its entirety as set forth below (deleted language stricken through):

~~SECTION 1: The Town Council of Juno Beach hereby adopts the following meal and milage allowances to be followed by all Town employees and officers incurring travel on Town-related business.~~

~~Meal Allowances:~~

- ~~A. Breakfast \$6.00~~
- ~~B. Lunch \$12.00~~
- ~~C. Dinner \$19.00~~
- ~~D. Conference and seminar banquets and luncheons in excess of the per meal allowance are allowable exceptions.~~

~~Mileage: Mileage reimbursement shall be according to the Federal Standard Mileage Rate.~~

~~SECTION 2: COMPLIANCE WITH FLORIDA STATUTES 112.061~~



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Resolution 2023-17 Personnel Policy Modifications

DISCUSSION:

Staff is proposing three personnel policy changes adopted through Resolution 2023-17 (attached). The policy change recommendations are:

Article V Section 45 “Employee Recognition and Retirement” – Adding this section to clarify and control costs around employee retirements. This proposal keeps the current procedure for existing employees and adopts a new policy for new hires after this adoption.

Article VIII Section 73 “Holidays” – Adding Juneteenth to the Town’s list of recognized holidays.

Article XIII Section 108 “Travel and Training Reimbursement” – Moving the current stand-alone policy into the personnel policy and adopting the General Services Administration (GSA) rates for per diem.

RECOMMENDATION:

Recommend council consider the approval of Resolution 2023-17

RESOLUTION 2023-17

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A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING THE TOWN’S PERSONNEL MANUAL; AMENDING ARTICLE V, “PAY PLAN,” BY ADOPTING A NEW SECTION 45, “EMPLOYEE RECOGNITION AND RETIREMENT;” AMENDING ARTICLE VIII, “LEAVES,” BY AMENDING SECTION 73 TO RECOGNIZE JUNETEENTH AS A TOWN HOLIDAY; AMENDING ARTICLE XIII, “EMPLOYEE TRAINING,” BY ADOPTING A NEW SECTION 108, “TRAVEL AND TRAINING REIMBURSEMENT;” PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Council realizes the importance of its staff and the role Town employees play in accomplishing work on behalf of the Town’s residents and wishes to modify the Town’s Personnel Manual to recognize the efforts of Town employees over the longevity of their career by adopting an employee recognition and retirement policy; and

WHEREAS, the Town Council also wishes to formally recognize the federal (since 2021) and state (since 1991) holiday of Juneteenth, commemorating the announcement of the abolition of slavery by Union soldiers on June 19, 1865, and wishes to modify the Town’s Personnel Manual to include Juneteenth in the list of holidays observed by the Town; and

WHEREAS, the Town Council further wishes to establish a set policy for travel and training reimbursement and modify the Town’s Personnel Manual to adopt a new policy updating the current per diem rates adopted as a standalone policy in 2003 without an adjustment mechanism for inflation or location; and

WHEREAS, the Town Council determines that the adoption of this Resolution amending the Town’s Personnel Policy is in the best interests of the Town of Juno Beach, its residents, and employees.

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

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

Section 2. The Town Council hereby amends Article V, "Pay Plan" of the Town's Personnel Manual by adopting a new Section 45, “Employee Recognition and Retirement,” to read as follows:

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**Article V
Pay Plan**

Section 45: EMPLOYEE RECOGNITION AND RETIREMENT

- (a) *Purpose.* The purpose of this policy is to recognize those employees who have dedicated a significant portion of their career to the Town of Juno Beach.
- (b) *Eligibility.* All employees with continuous, uninterrupted service to the Town who meet the below listed years of service are eligible. Any recognition gift in excess of \$500.00 requires approval by the Town Council.

For employees starting on or after September 27, 2023:

Years of Service	Years of Service Recognition	Details
10 Years	Pizza party	
20 Years	Lunch of choice	Brick outside Town Center entrance
30 Years	Lunch of choice	Years of service plaque
Retirement *A police officer's firearm may be surplus to the retiring officer over and above the gift amount due to the end of the weapon's useful life.	10-19 Years	<ul style="list-style-type: none"> • Lunch of choice (Staff/Council) • Clock or Plaque or Position Specific Insignia (i.e., wood engraved badge)
	20-29 Years	<ul style="list-style-type: none"> • Lunch of choice (Staff/Council/Family) • Clock or Plaque or Position Specific Insignia (i.e., wood engraved badge) • Juno Beach specific gift (i.e. picture book, loggerhead gift, picture – not to exceed \$100)
	30+ Years	<ul style="list-style-type: none"> • Day or Evening event (employee choice – not to exceed \$50 per year of service) • Updated Brick outside Town Center with years of service • Clock or Plaque or Position Specific Insignia (i.e., wood engraved badge) • Juno Beach specific gift (i.e. picture book, loggerhead gift, picture – not to exceed \$200)
Other benefits may be approved by Town Council		

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For employees who started prior to September 27, 2023:

**Years of Service
Employee Recognition**

10 years	Anniversary Clock & Pizza Party for Council/Staff and Family
20 years	Brick outside Town Center entrance Lunch of choice
30 years	Lunch of choice unless retirement is planned
Retirement	Lunch/Dinner Retirement Brick outside Town Center entrance Gift Gift/Dinner: Senior Staff - \$1,000 per decade worked Other Staff - \$500 per decade worked
Other unique circumstances may be approved by Council	

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Section 3. The Town Council hereby amends Article VIII, "Leaves" of the Town's Personnel Manual by amending Section 73, "Holidays" to read as follows (additional language underlined):

**Article VIII
Leaves**

Section 73: HOLIDAYS.

(a) The following holidays are observed by the Town and shall be granted to all employees without charge to leave, to regular employees with pay, and to temporary and seasonal employees without pay, unless such temporary or seasonal employees are required to be on scheduled duty:

- New Years Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Birthday (third Monday of February)
- Memorial Day (last Monday of May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday of September) Armistice/Veteran's Day

(November 11) Thanksgiving Day (fourth Thursday of November)
Day after Thanksgiving (fourth Friday of November)
Christmas Day (December 25)
Floating Holiday (to be determined by Town Manager)

Section 4. The Town Council hereby amends Article XIII, "Employee Training" of the Town's Personnel Manual by adopting a new Section 108, "Travel and Training Reimbursement," incorporating the former standalone policy and modifying the per diem calculation (underlined) as follows:

**Article XIII
Employee Training**

Section 108: TRAVEL AND TRAINING REIMBURSEMENT

- (a) *OBJECTIVE:* The purpose of this policy is to set forth the policy and procedures for travel expense advances and reimbursement of expenses incurred to conduct official Town business or while attending training seminars or conferences. These training seminars or conferences may include continuing education requirements but shall not include classes that accrue credit towards a high school diploma or equivalency certificate, college degree, post-college graduation degree, law degree, CPA recognition or any educational or technical certification, unless it is otherwise determined to be in the best interest of the town, as determined by the Town Manager.
- (b) *POLICY:* It is the intent of this policy to establish guidelines for allowable expenses and the procedure for accurate reconciliation and timely reimbursement of travel expenses for Town employees. The Town will not cover any fees for participation on an employee's behalf when the employee is to receive a payment or similar compensation.
- (c) *PROCEDURES:* All requests for employee work-related travel and training advances or expenditures must be approved by the employee's department director or Town Manager prior to requesting payment from the Finance Department.

The TRAVEL, TRAINING, AND PER DIEM PAYMENT REQUEST form is to be used by all Town employees to obtain advances and checks prior to embarking on authorized Town-related travel. Separate forms are required for separate checks. All relevant documentation, copies or originals of all travel and training itineraries, descriptions and any other pertinent information must be attached to the request form prior to being forwarded to the Finance Department for payment. This will aid in the auditing process at year end.

1 Requests should be submitted to the Finance Department prior to the last
2 accounts payable check run before the employee is scheduled to depart,
3 preferably two weeks prior to departure. Accounts payable checks are run
4 on Thursdays.

5
6 The TRAVEL, TRAINING, AND PER DIEM PAYMENT REQUEST form is
7 to be used by all Town employees to obtain reimbursements after
8 completion of a trip for incidentals and all other reimbursement requests, the
9 department director or Town Manager must approve all reimbursement
10 requests.

11
12 Advances and reimbursements are for employees, Councilmembers, and
13 board members only and are not intended to be for spouses or any other
14 traveling companion while in accompaniment. The Town Manager may
15 waive this section as appropriate.

16
17 Employees are responsible for making their own arrangements and
18 reservations.

19

20 **General guidelines for travel and training expenses:**

21
22 (1) **Travel, training and per diem expenses** shall reflect correct
23 and complete expenditures that were incurred by the
24 employee and shall be reported to the Finance Department
25 using the TRAVEL, TRAINING, AND PER DIEM PAYMENT
26 REQUEST form with applicable receipts and documentation
27 attached.

28
29 Receipts for hotels, advanced checks, and other
30 documentation not available prior to departure and
31 reconciliations for refunds due to the Town must be completed
32 and delivered within seven (7) days of return to work.

33
34 (2) **Meal allowance reimbursement** will be paid to the employee
35 when they are not otherwise included in the meeting,
36 convention or conference registration fee paid by the Town as
37 prescribed by the Town Council. The Town's meal and
38 incidental reimbursement rates are based on the official
39 General Services Administration (GSA) rates. Current rates
40 for the United States can be found at
41 <https://www.gsa.gov/travel/plan-book/per-diem-rates>
42 (Receipts are not required).

43
44 Conference or seminar banquets and luncheons in excess of
45 the per meal allowance are allowable exceptions, as approved
46 by the department director and/or the Town Manager.

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All requests and any deviation of the above standards must be approved by the department director and/or the Town Manager.

- (3) **Transportation reimbursement** for use of personal vehicle for official travel will be provided for as prescribed by the Town Council. Mileage reimbursement will follow the Federal Standard Mileage Rate. Reimbursement amount will not generally exceed the reasonable cost of commercial airfare, including consideration for ground transportation and the employee's time.

The following expenses will be reimbursed when accompanied by proper receipts: taxi fares; bus fares; tolls; and storage or parking fees. When these expenses are anticipated, employees may request advancements with proper documentation and must be followed up with receipts.

When using a Town vehicle, employees will be reimbursed for actual, documented receipts for gasoline, oil, emergency repairs, tolls, and parking lot fees.

Automobile rental costs will be paid with a copy of the proper documentation and receipt. Employees should seek out the most appropriate and economical rental value available.

Airfare will be paid at actual ticket cost upon presentation of proper documentation and receipt. Employees should seek out the most appropriate and economical airfare value available.

No payment shall be allowed where those costs are incurred and accounted by another person (e.g., two people travelling in one vehicle cannot claim duplicate mileage/travel costs.)

- (4) **Lodging:** When making reservations at a hotel in the State of Florida, a copy of the town's "Certificate of Tax Exemption" should be submitted with the reservation and accompany the town's check or credit card. Generally, all in-state hotel stays require a town check or credit card to avoid paying taxes.

The Town will not reimburse for personal phone calls, movies, room service or other non-business-related charges.

- (5) **Other Costs:** No entertainment or alcoholic beverage expenses shall be reimbursed unless approved by the Town

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Manager.

Employees will be reimbursed a reasonable amount for tips and incidentals expended while on approved leave, not to exceed five dollars (\$5.00) per day, as approved by the Town Manager. The TRAVEL, TRAINING, AND PER DIEM PAYMENT REQUEST form must be used to request reimbursements after completion of a trip and must be approved by the department director or Town Manager.

Any other expenses not specifically addressed in this travel policy must be documented and approved by the Town Manager to be considered for reimbursement.

(6) **Payment for travel time** will be approved in the following manner:

Exempt employees and Town officials are not entitled to receive any additional compensation for travel time due to the nature of their positions and FLSA classification.

Non-exempt employees will receive compensation for actual hours of traveling time, when traveling out of their normal working hours for official town business.

These policies and procedures will be adhered to unless otherwise approved by the Town Manager.

Section 5. The provisions of this Resolution shall become and be made a part of the Town’s Personnel Manual. Section numbers may be administratively adjusted to accommodate these revisions.

Section 6. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this 27th day of September, 2023.

Alexander Cooke, Mayor

1 ATTEST:

2

3

4 _____
5 Caitlin E. Copeland-Rodriguez, MMC,

6 Town Clerk

7

8

9 APPROVED AS TO FORM AND

10 LEGAL SUFFICIENCY:

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12

Leonard G. Rubin, Town Attorney



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: C. Copeland-Rodriguez, Town Clerk
Item Title: 2023 Proposed Council/Employee Holiday Party

DISCUSSION:

For many years the Town has hosted a Holiday Party for the Town Council and Staff. Per the Town’s Public Purpose Policy, Resolution No. 2013-13, any annual appreciation/holiday event must be approved by the Town Council if the cost exceeds \$500.

The original budget for 2022 was \$4,500, actual expenses totaled \$4,717.60.

Staff reached out to several venues/caterers and received the following options:
(All costs are based off of 60 people.)

DATE/VENUE/CATERING OPTION(S):

- 1) **Proposed Date:** Thursday, December 14th from 6PM-9PM

Venue: Loggerhead Marinelifelife Center.....\$2,000 (*\$1,000 Rental Fee + \$1,000 Refundable Security Deposit*)

**Please note that LMC only allows their approved list of caterers which now consists of only two (2): Sandy James & Laura Ashley. Laura Ashley was not available as she was booked.*

Caterer: SandyJames Productions.....\$8,150.22 (*Food, Beverages, Setup, Equipment*)

Total Cost:\$9,150.22 (*Excludes the Refundable Security Deposit*)

- 2) **Proposed Date:** Thursday, December 14th from 6PM-9PM

Venue: Eastpointe Country Club.....**Total Cost: \$5,453.40**
(Venue, Valet, Food, and Service.)

3) **Proposed Date:** Wednesday, December 6th from 6PM-9PM

Venue: Abacoa Country Club.....**Total Cost: \$5,772**

(Food Only, does not include Bartender Service Fee, Venue Cost, or Attendant Fee)

RECOMMENDATION:

Staff recommends Town Council consider a motion to approve an appreciation holiday party for Town Council and Staff at Eastpointe Country Club, on Thursday, December 14th from 6PM-9PM, at a cost not to exceed \$6,000; and authorize the Town Manager to execute the contract.



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

Re: Proposed Staff Holiday Party - Friday, December 8 (6PM-9PM)

1 message

Sara Notgarnie <snotgarnie@marinelife.org>
To: Caitlin Copeland <ccopeland@juno-beach.fl.us>
Cc: Tonya Pellegrini <tPellegrini@marinelife.org>

Fri, Aug 11, 2023 at 3:30 PM

Thank you Caitlin,

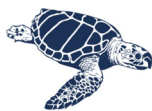
I have placed that hold in our calendar. The rental fee will be \$1000 plus a \$1000 refundable security deposit.

Best,

Sara Notgarnie
Events Coordinator

Loggerhead Marinelife Center
14200 US Highway 1, Juno Beach, FL 33408
(P) 561-627-8280 ext 126
marinelife.org

Our mission is to promote the conservation of ocean ecosystems with a special focus on threatened and endangered sea turtles.



LOGGERHEAD
MARINELIFE CENTER

On Fri, Aug 11, 2023 at 1:42 PM Caitlin Copeland <ccopeland@juno-beach.fl.us> wrote:

My apologies, please hold Thursday, December 14 instead of the 15th.

Thank you for your time and patience on this matter.

Caitlin E. Copeland-Rodriguez, MMC

Town Clerk

Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
ccopeland@juno-beach.fl.us
Phone: (561)656-0316

Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

On Fri, Aug 11, 2023 at 1:37 PM Sara Notgarnie <snotgarnie@marinelife.org> wrote:

Hi Caitlin,

I was able to confirm that we do have availability Monday-Friday, December 11-15, in the evening. Let me know what date works best for you.

SANDYJAMES
FINE FOOD & PRODUCTIONS

SandyJames Productions

700 Florida Mango Road

West Palm Beach, Florida 33406

561.366.0012

SandyJames.Net

Mateo Gallego

mateo@sandyjames.net

Town of Juno Beach - Counsel & Staff Holiday Party

Event to be held on Thursday, December 14, 2023

6:00pm - 9:00pm

For 60 Guests

Town of Juno Beach

340 Ocean Drive

Juno Beach, FL 33408

Event to be held at Loggerhead Marine Life Center

14200 US Hwy 1

Juno Beach, FL, 33408

Copeland, Caitlin

ccopeland@juno-beach.fl.us

(561) 656 -0316

Food/Service Items	Price	Qty	Total
<p style="text-align: center;">Food/Service Items</p> <p style="text-align: center;">Full Open Premium Bar 3 Hour Duration Premium Spirits, Champagne, Red & White Wine Imported & Domestic Beer S. Pellegrino Sparkling Water & Evian Water, Juices (Natalie's Orange Juice, Cranberry, Pineapple & Grapefruit) & Assorted Soft Drinks (Coke, Diet Coke, Ginger Ale, Sprite, Club Soda and Tonic Water) Cocktail Napkins, Ice, Ice Buckets and Bar Fruit (Lemons, Limes, Oranges, Olives & Onions)</p>	36.00		
<p style="text-align: center;">Beer and Wine Bar 3 Hour Duration Imported Beers & Domestic Beers Red & White Wine S. Pellegrino Sparkling Water & Evian Water, & Assorted Soft Drinks (Coke, Diet Coke, Ginger Ale, Sprite) Cocktail Napkins, Ice, Ice Buckets and Bar Fruit (Lemons, Limes)</p>	28.00	60	1,680.00
STATIONARY HORS D'OEUVRES			
<p style="text-align: center;">Imported Artisan Cheese Platter Assorted Imported Artisan Cheeses, Olives, Seasonal Berries, Red Grape Clusters & Table Crackers</p>	15.99		
<p style="text-align: center;">Iced Jumbo Shrimp Chilled Jumbo, Black Tiger Shrimp Spicy Cocktail Sauce & Lemon Wedges (3 Per Person)</p>	9.99		
<p style="text-align: center;">Sushi Boat Station Assorted Sushi Rolls</p>	12.99		

**Pickled Ginger
Wasabi & Soy Sauce
(3 per person)**

**Angus Beef Tenderloin Sandwiches
Sliced Tenderloin, Fresh Arugula & Horseradish Cream
Artisan Rolls**

7.99

**Individual Vegetable Crudité's
Vegetable Crudité's with Classic Hummus
Served in Individual Cups**

4.99

**Colorful Charcuterie Display
Assorted Imported Artisan Cheeses,
Olives, Sliced Fruit, Red Grape Clusters & Italian Meats
Table Crackers**

18.99

**Chef Attended Pasta Station
Penne, Linguini & Tortellini Pastas
Roasted Garlic Olive Oil, Marinara, Alfredo Sauces
Chorizo & Sweet Sausage, Grilled Chicken, Roasted
Vegetables
Pecorino Romano Cheese
Warm Bread Sticks**

24.00

60

1,440.00

**Assorted Mini Desserts
Chefs Choice**

12.00

60

720.00

Fruit Tarts, Chocolate Bombs, Assorted Mousse Shots

STAFFING

**Includes Set -up and Break -down
(Staff arrives 2 Hours Prior to Event Start Time)**

Event Captain Estimate

270.00

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270.00

Wait Staff Estimate

240.00

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720.00

Bar Staff Estimate

240.00

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240.00

Culinary Staff

270.00

3

810.00

(Cook out of kitchen SJ to provide Oven)

RENTALESTIMATE - SUPPLIER TO BE DETERMINED

120" Round White Linen	22.00	12	264.00
5-high tops 7 -60 inch rounds for seating			
All Purpose Large Wine Glasses	1.35	100	135.00
(16 per crate)			
Vogue Dinner Fork	0.65	70	45.50
Vogue Dinner Knife	0.75	70	52.50
Dinner Plate	0.95	70	66.50
90x132 White Linen	19.00	4	76.00
Dinner Napkins	0.95	70	66.50
Delivery	250.00	1	250.00
Damagewaiver	130.00	1	130.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	2,160.00	0.00	1,680.00	1,086.00	2,040.00	0.00	0.00	6,966.00
Production Fee	367.20	0.00	285.60	184.62	346.80	0.00	0.00	1,184.22
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2,527.20	0.00	1,965.60	1,270.62	2,386.80	0.00	0.00	8,150.22

SUMMARY OF CHARGES

Total Order Value: 8,150.22

If you would like to hold this date on our calendar, please pay a deposit of \$0.00 by NA. A final guest count needs to be provided 72 hours before your event.

You may pay for your deposit and event by:

1) Check addressed to:

**Sandy James Productions, INC.
700 Florida Mango Rd.
West Palm Beach, FL 33406**

2) Secure credit card payment link, please request this from your coordinator

3) Or by filling out the following form for credit card authorization:

CC#

Exp Date:

Security Code:

Name on Card:

Billing Address:

I, _____ authorize Sandy James Productions to charge

The above card in the amount of _____. Additional approval must be given for charges over this amount.

Signature: _____

Indemnification

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

Gratuity

If you are satisfied with the level of quality and service from our staff, you may show them appreciation in the form of a gratuity payable to Sandy James Productions on the day of the event with cash, check or credit card. We distribute the gratuity to our staff so everyone receives an equitable amount.

Facility Fees

You may be required to pay a facility fee and/or a food & beverage surcharge by the location you have chosen.

Menu Price

Pricing is subject to change based on fair market value. Should unforeseen circumstances create product scarcity which results in major price fluctuation; Sandy James reserves the right to adjust the charges and/or menu items accordingly.

Production Fees (Listed as Service Charge in Billing Breakdown)

Production fee covers overall operational expenses such as general liability insurance, workers compensation, licenses, administration, maintenance and payroll taxes.

Alcohol Consumption

SandyJames Productions will not permit the consumption of alcohol beverages by any person under the age of 21 years. For events having guests under the age of 21 it is the responsibility of the client to properly chaperon those minors, and to ensure that they do not obtain alcohol by any means.

Tax Exemption

If your organization is tax exempt, a copy of your Florida State tax exemption certificate must be provided to SandyJames Productions prior to the event.

Staffing Charges

The proposed charges listed are an estimate based on the scheduled event time. Final charges will reflect the 5 hour minimum or actual number of hours worked; which ever is higher. Should the scheduled event time be affected by a change to the agenda, early or late arrival of your guests or an extension of the end time; overtime charges will be assessed.

Costs

All costs, expenses, and expenditures including, without limitation, the complete legal costs incurred by enforcing this agreement will be added to the principal then outstanding and will immediately be paid by the client to SandyJames Productions.

Cancellation Policy

Client understands that upon entering this service contract, Caterer and/or Event Planner is committing time and resources to this event and thus cancellation would result in lost income and lost business opportunities in an amount difficult to precisely calculate. Therefore, the following cancellation limitations will apply.

Third party referral partners are subject to Third party referral partner contract agreements and are not subject to the following policies.

Catering Cancellation Policy

This policy is valid for online, email and phone catering orders. An event and/or order may be cancelled with no charges up to thirty (30) full business days prior to the event. Cancellation of services made less than fifteen (15) full business days prior to the event will be charged 50% of the contract. Cancellation of services made less than five (5) full business day of the event will be charged 100% of the contract.

FORCE MAJEURE

The performance of this Agreement by either party, in part or in full, is subject to events or occurrences beyond their control such as, but not limited to, the following: Acts of God, war, threat of war, disasters, earthquakes, hurricanes, strikes or threat of strikes, acts of or threats of terrorist (including increase in color-coded threat levels from the time contract is signed), acts of foreign

enemies, curtailment of transportation services or facilities that prevents or delays 25% of meeting attendees from attending, disease outbreak with specific warnings by the World Health Organization, US State Department, Centers for Disease Control or Department of Homeland Security advising against travel to the host destination or intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the meeting, or which materially impairs the ability of Group to perform under this Agreement. It is provided that this Agreement may be terminated without liability for any one or more of the above reasons by written notice from one party to the other, in which case all deposits any prepayments promptly will be returned to Group.

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

COVID-19 ADDENDUM TO EVENT

The Client, as signator to that certain Invoice and Proposal dated _____, pertaining to Event No. _____, by executing this Addendum hereby understands and agrees as follows:

1. That the Client assumes all risks pertaining to pandemics, sickness, or illness related to Covid-19 (a/k/a the Corona virus) which may be contracted by the Client and/or guests at the event and by executing this Agreement confirms his/her willingness to assume such risks.
2. The Client further indemnifies holds the SandyJames Fine Food & Productions, Inc., its officers, employees, agents, independent contracts, and assigns harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the Client and/or any guest of the Client incurring sickness or illness related to the Covid-19 (a/k/a the Corona virus), including attorneys' fees and costs (up through and including appeal).
3. The Client understands and agrees that it is the responsibility of the Client and/or guests of the Client to comply will all government regulations relating to his/her own protection from pandemics, sickness or illness, including but not limited, those regulations pertaining to the Covid-19 (a/k/a the Corona Virus) pandemic.
4. The Client specifically understands and agrees that SandyJames Fine Food & Productions, Inc. is not responsible for ensure that the Client and/or guests of the Client comply with governmental regulations and/or the mandate that each shall wear a protective face covering.

BY EXECUTING this instrument, the Client confirms the Client's understanding and agreement to comply with the foregoing and the Client's intention to be bound by the same.

Client: _____

Date: _____

Sales Rep: Mateo Gallego
8/21/2023

Date:

Thank you for considering us for catering your upcoming function. Please let us know if you have any questions concerning any of the items on this proposal.

Eastpointe Country Club

13535 Eastpointe Blvd.
 Palm Beach Gardens, FL 33418
 (P) 561.626.6860 (F) 561.625.7907

PROPOSAL

Item #15.

DATE: September 18, 2023
 INVOICE #
 FOR: 12/14/2023
 Holiday Party

INVOICE:
 Caitlin Copeland with Town of Juno Beach

Quantity	Description	Per Person	Total
60	Little Italy Buffet	\$ 32.00	\$ 1,920.00
	Caesar's Favorite Classic Caesar Salad Fresh Sliced of Tomato with Mozzarella with Assorted Bruschetta's and Crostini Taste of Florence Live Action Pasta Station Two Pastas Grilled Chicken & Italian Sausage Marinara, Alfredo and Pesto Sauces, Assorted Fresh Vegetables, Garlic Bread, Rolls & Freshly Grated Parmesan Cheese and Crushed Red Pepper <i>Enhancement Choose of ONE from Below</i> Chicken Parmesan Italian Meatballs Baked Ziti Primavera Creamy Garlic Tuscan Shrimp Desserts Mini Cannolis, Mini Cheesecake and Tiramisu		
60	3-Hr Service of Premier Beer, Wine and Spirit Selections	\$ 30.00	\$ 1,800.00
1	Valet (Under 100 Guests) *Required*	\$250.00	\$250.00
1	Room Rental	\$500.00	\$500.00
1	Service Charge	22%	\$ 983.40
1	Sales Tax (EXEMPT - PROVIDED FORM)	0%	\$ -
	EVENT TOTAL		\$ 5,453.40

Total Due: \$ 5,453.40

3% Processing Fee for Card Payments
 3% **\$163.60**

\$ 5,617.00



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

RE: Juno Beach Council/Employee Holiday Party

1 message

Kaela Strelec <kstrelec@eastpointe-cc.com>
To: Caitlin Copeland <ccopeland@juno-beach.fl.us>

Tue, Sep 19, 2023 at 9:59 AM

Hi Caitlin,

1. Yes! In your room rental, the following is included: Floor Length Polyester White OR Black Linen, Your Color Choice of Polyester Linen Napkin, Tables & House Chairs, White China and Glassware/Silverware, Setup and Breakdown Time, and Service Staff & Personal Bartender(s). In-house décor is limited – if you have inspiration photos, I can absolutely check our supply closet and provide you with the closest options.
2. Final payment on the day of the event is perfectly fine! Our contract is structured for installment payments (weddings/mitzvah's usually benefit from this most) but we do allow final payments in full the day of the event.
3. The deposit that's required to hold the date is 25% of your anticipated Food & Beverage costs, this is on the day of the contract signing. Being that your event is in December, you would fall into next tier of deposit which is 50% of the F&B costs. I would be okay with accepting the 25% at the time of contract signing and then having you settle up the final bill the day of the event, if that's easier than installment payments. Based on the current proposal, your F&B costs are \$3,720 so the 25% deposit would be \$930.00.

I hope this helps answer your questions! 😊

Kaela Strelec
Catering Manager | Eastpointe Country Club
13535 Eastpointe Blvd. | Palm Beach Gardens, FL 33418
t. 561.657.4291 | f. 561.202.8729
Email | Website | Facebook

[Twitter](#) | [Instagram](#) | [LinkedIn](#)

From: Caitlin Copeland <ccopeland@juno-beach.fl.us>
Sent: Tuesday, September 19, 2023 9:48 AM
To: Kaela Strelec <kstrelec@eastpointe-cc.com>
Subject: Re: Juno Beach Council/Employee Holiday Party

I do have a couple of additional quick questions:

- 1) Are utensils/tables/chairs/linens/decor included?
- 2) Is it ok to pay on the day of the event with a check?
- 3) Is a deposit required to hold the date? If so, how much?

Thank you,



Abacoa Golf Club Holiday Menu

Item #15.

Displays

(Choose One)

Vegetable Crudit  – Antipasti – Cheese Display

Salads

(Choose Two Salads)

Classic Caesar Salad - Broccoli & Tomato Salad with Gorgonzola
Mixed Garden Greens with Assorted Dressings - Marinated Cucumber Salad
Wild Rice and Roasted Mushroom Salad – Couscous Salad

Entrees

(Choose two items)

Seafood

Saut ed Flounder Francaise –
Grilled Mahi-Mahi with a Roasted Red Pepper Butter or Tropical Fruit Salsa
Pan Roasted Grouper with a Wild Mushroom Broth - Paella

Chicken

Chicken Saltimbocca - Classic Chicken Marsala
Chicken Picatta - Chicken Florentine

Meat

London Broil with Mushroom Bordelaise Sauce– Round of Roast Carved to order, Au Jus & Horseradish)
Cuban Roast Pork Loin – Fresh Roasted Turkey Breast with turkey gravy and house made Cranberry Sauce)

Accompaniments

Vegetable (Choose One)

Roasted Vegetable Medley – Green Beans Almondine –
Roasted Cauliflower with Garlic & Parmesan
Roasted Broccoli with Garlic & Parmesan

Starch (Choose One):

Potatoes Au Gratin - Mashed Potatoes with Roasted Garlic
Potato Wedges with Rosemary & Garlic
Rice Pilaf - Rice & Beans
Roasted Redskin Potatoes

Pasta Ala Vodka - Pasta with Alfredo Sauce or Pesto Creme Sauce

Served with Freshly Baked Rolls with Butter

Dessert

Brownies & Cookies

Above Menu \$74 Plus 20% Service Fee & Production Fee 10% and 7.0% Sales Tax

Additional Protein \$12 pp

Room Fees Will Apply

Attendant Fees Apply

Bartender Fee Apply

Champagne Wall Frozen Cranberries



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Discussion - Kagan Park Playground

This item relates to council goal:

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

DISCUSSION:

In December of 2022 the council was presented with three vendors for equipment at Kagan Park. The council selected Kompan to provide the equipment. During the process of implementing the exercise equipment a discussion ensued about the playground equipment. The council requested staff to look at replacing the playground equipment by arranging a workshop to hear from two companies (Kompan and Playcraft). On August 24th a workshop was conducted where both companies presented their playground concept. The council heard from the public via public comment and the council engaged the companies with questions and observations of their products. After the workshop the council was sent the full informational package from each company on their products, concept, and pricing. The complete packages can also be found at the links below.

The Town's purchasing policy states that any acquisition over \$10,000 requires a solicitation for sealed, competitive bids unless the Council determines that it is not practicable or advantageous to the Town and may waive the bidding process. The council gave staff instructions to hear from these two specific vendors and therefore wishes to waive the bidding process.

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

https://drive.google.com/drive/folders/18EENnSD2A_lfFxejgR83uxPVOe1zTtZ?usp=sharing

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

Kompan:

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

Tex Made Posts: \$224,173.48

Steel Posts: \$ 224,357.78

At the September 13th meeting the council also asked to discuss the use of the current excavated unused area for some type of activated park use. A photo is attached for visual reference of the area.

RECOMMENDATION:

The council should discuss the two equipment vendors and the next steps for replacing the playground and give staff directions. The council should also discuss the excavated area to determine if it should be sodded for the time being or made into some type of activated use.



Our Commitment to Craftsmanship

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

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

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

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

Quality Overview

Resilient Coatings:

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

Exceptional Plastics:

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



Quality Overview

Hand Finishing:

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

Impeccable Shipping and Installation:

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



Shade/Shelter Overview



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

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

Industry Leading Warranty

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

Some of the key callouts of our warranty include:

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

PLAYCRAFT SYSTEMS WARRANTY

Item #16.

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

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

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

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

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

FIFTEEN (15) YEAR LIMITED WARRANTY

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

TEN (10) YEAR LIMITED WARRANTY

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

TEN (10) YEAR LIMITED WARRANTY

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

FIVE (5) YEAR LIMITED WARRANTY

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

THREE (3) YEAR LIMITED WARRANTY

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

ONE (1) YEAR LIMITED WARRANTY

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

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

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

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

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

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

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

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

Play Paths: Cosmic Voyage

Item #16.



Other Competition

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

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

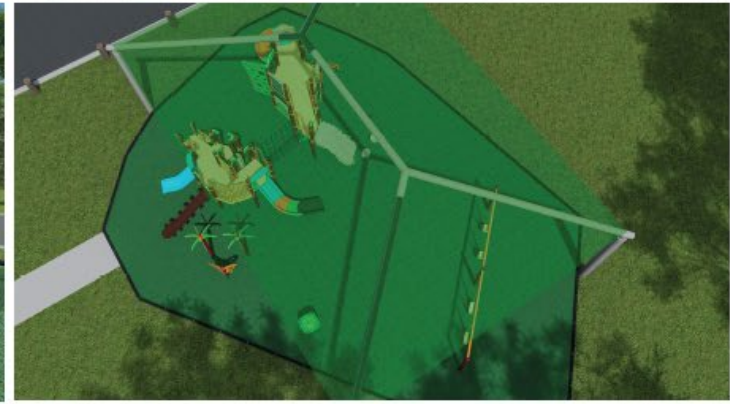


ARC
Where fun has no boundaries . . .

**KAGAN PARK
PLAYGROUND**

System Type:
R-5
For Ages:
5-12

Item #16.











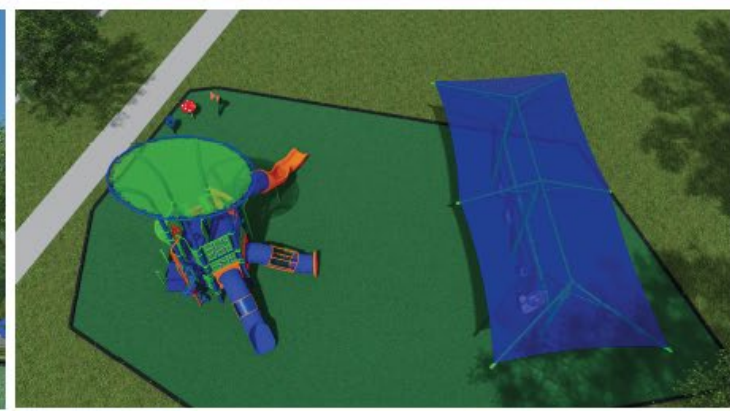




KAGAN PARK PLAYGROUND OPTION 2

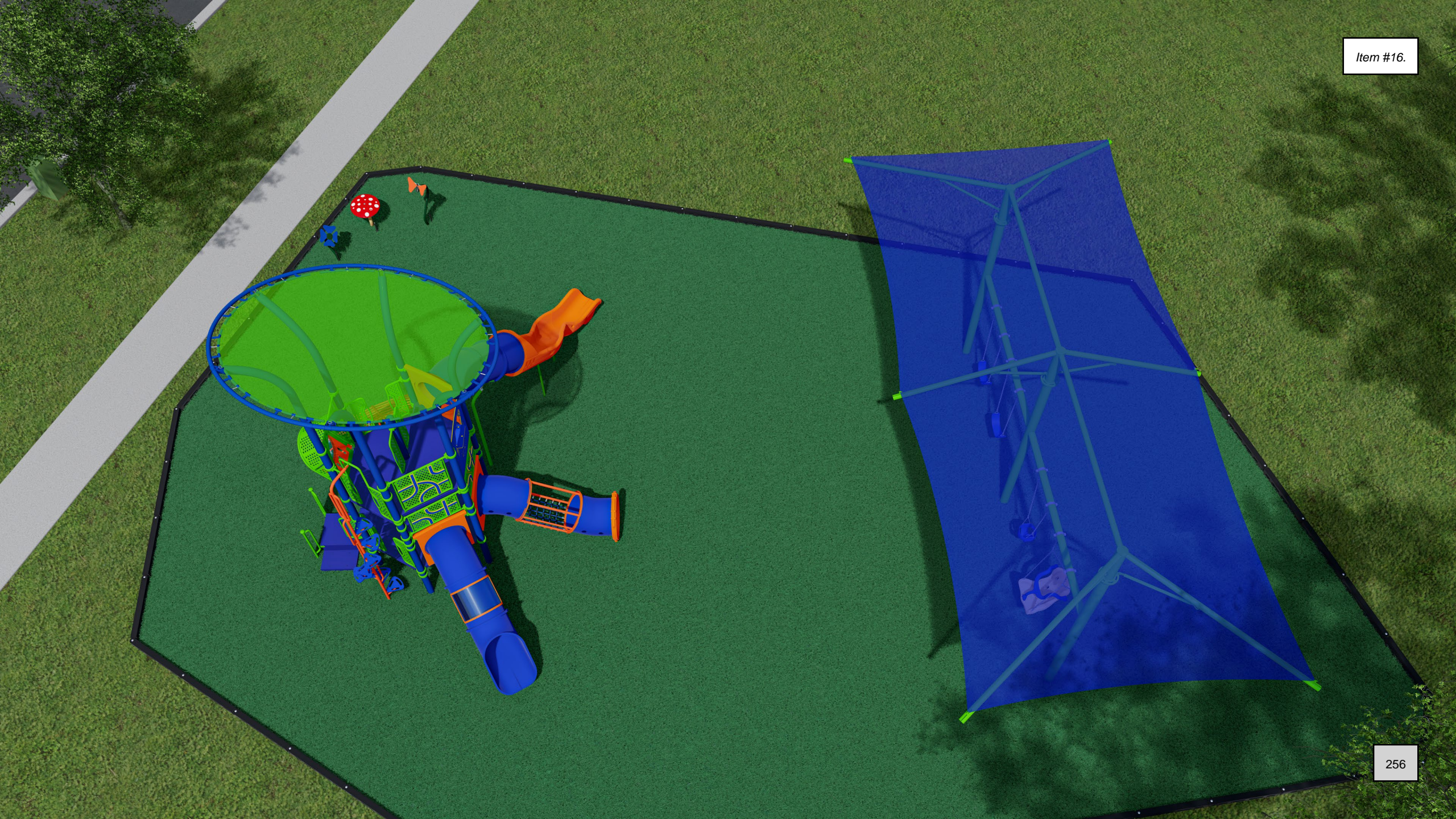
System Type
R-5
For Ages
5-12

Item #16.









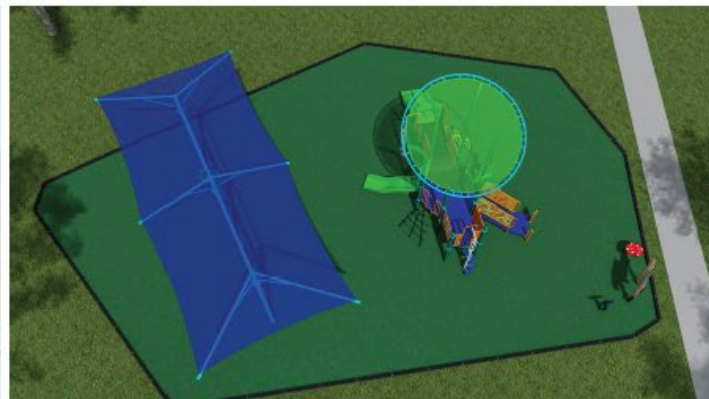


KAGAN PARK PLAYGROUND OPTION 1

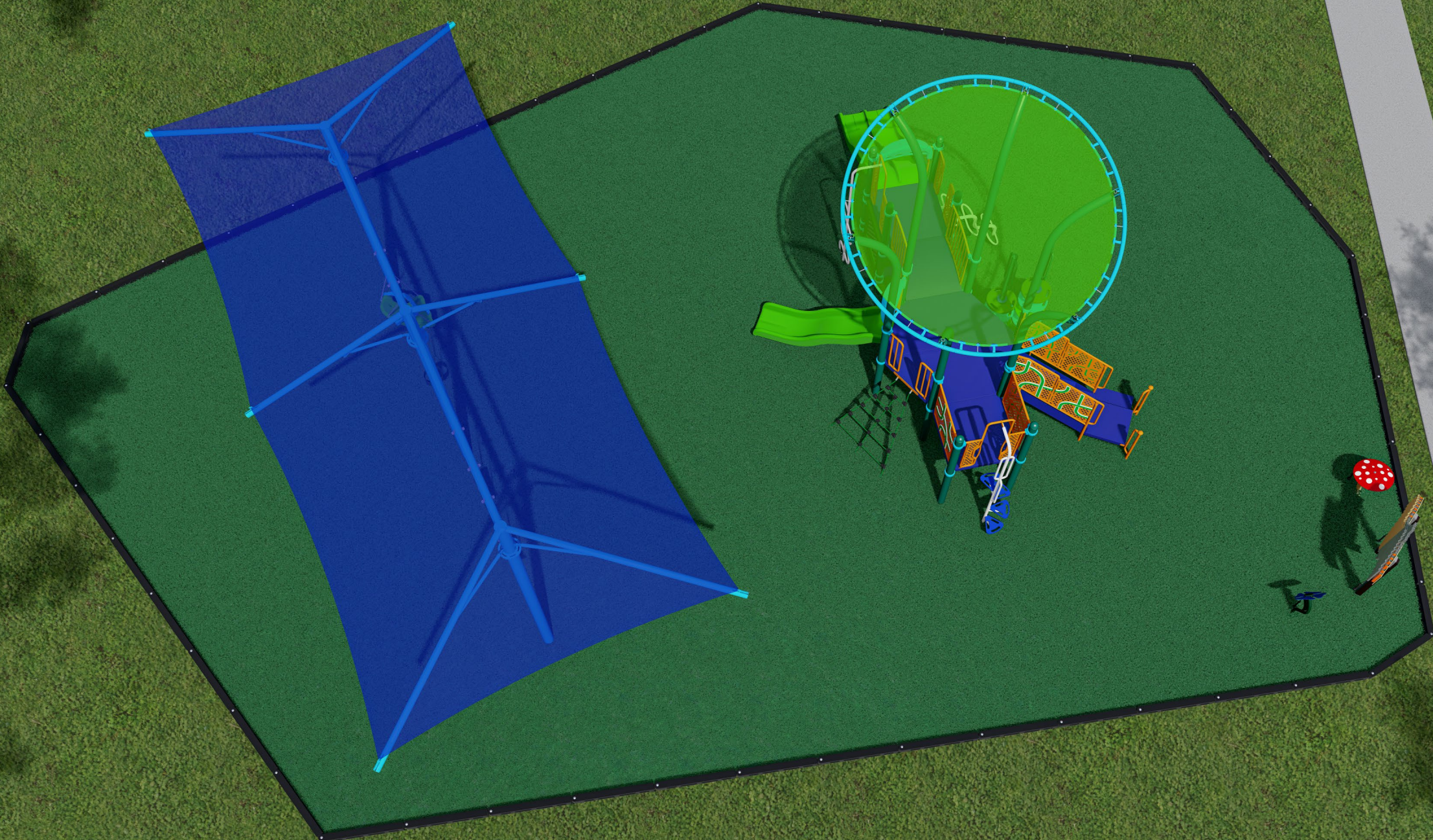
System Type:
R-5
For Ages:
5-12



Item #16.









Item #16.



THANK YOU

www.playcraftsystems.com

Installation And Turf Playground 1



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

Item #16.

Date: 6/12/2023

PROPOSAL

Proposal # 23775

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/11/2023

Customer Fax:

Organization: Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Project: Playground Opt 2

Ship To: Kagan Park
10 Celestial Way

Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 25263

Supply, delivery and installation of Playground Grass Academy by ForeverLawn (15 year warranty) using 100% plastic EPS perimeter nailer boards, staples every 1' around the perimeter, compacted stone base, 829 sf of 3" Safety Foam Pro with Channels, 804 sf of 2" Safety Foam Pro with Channels, Envirofill Infill, removal and disposal is not included. Project Size: 3,494 SF

Price based on Clay County School District #18/19-2; \$23.00 per Sqft

TOTAL: \$80,362.00

Demo of: Existing Play Equipment

Installation of:

- (1) R5 Custom Play System - R50AB84BA
- (1) RSW3516G Swing Shade (Double Bay)
- (3) Belt Seats
- (1) Full Bucket Seat
- (1) Inclusive Seat
- (1) Flower, Turquoise (IG)
- (1) Mushroom, Medium (IG)
- (1) Swirl w/ Plastic Posts (IG)

Price based on Clay County School District #18/19-2: 37% of total Playcraft Materials after Discounts.

TOTAL: \$25,942.08

Excavation of 3100 Sq.Ft. at a depth of 8 in. @ \$4.14 per Sq.Ft.

TOTAL: \$12,834.00

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

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

Date: 6/12/2023

PROPOSAL

Proposal # 23775

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/11/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 2

Ship To: Kagan Park
 10 Celestial Way
 Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

Rentals to include
 - Dumpster 30 Yd: 6 @ \$2420 each (4 for removal of old Rubber Mulch; 1 for Demo of Play Equipment and 1 for Construction Rubbish)

TOTAL: \$14,520.00

Additional Discount on Installation

TOTAL: -\$22,165.08

Permitting and Administration Fee

TOTAL: \$3,667.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

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

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

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

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date _____ P.O. # _____

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

Date: 6/12/2023

PROPOSAL

Proposal # 23775

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/11/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 2

Ship To: Kagan Park
 10 Celestial Way
 Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

PROJECT NOTES:

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

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

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

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Subtotal \$115,160.00

Sales Tax (0.00) \$0.00

TOTAL \$115,160.00

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

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

Playground 1 Equipment



Item #16.

Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

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

Proposal

Organization Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Prepared For Bianca Giancoli
Ship To Kagan Park
10 Celestial Way
Juno Beach, FL 33408

Date 6/12/2023
Quotation # 25263
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 7/11/2023
Project Name Playground Opt 2

Customer Phone
County Palm Beach

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

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

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

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

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

Installation And Turf Option 2



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

Item #16.

Date: 6/9/2023

PROPOSAL

Proposal # 23774

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/8/2023

Customer Fax:

Organization: Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Project: Playground Opt 1

Ship To: Kagan Park
10 Celestial Way

Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 25262

Supply, delivery and installation of Playground Grass Academy by ForeverLawn (15 year warranty) using 100% plastic EPS perimeter nailer boards, staples every 1? around the perimeter, compacted stone base, 829 sf of 3" Safety Foam Pro with Channels, 804 sf of 2" Safety Foam Pro with Channels, Envirofill Infill, removal and disposal is not included. Project Size: 3,494 SF

Price based on Clay County School District #18/19-2; \$23.00 per Sqft

TOTAL: \$80,362.00

Demo of: Existing Play Equipment

Installation of:

- (1) R5 Custom Play System - R5064788A
- (1) RSW3516G Swing Shade (Double Bay)
- (3) Belt Seats
- (1) Full Bucket Seat
- (1) Inclusive Seat
- (1) Butterfly, Orange (IG)
- (1) Flower, Turquoise (IG)
- (1) Mushroom, Medium (IG)
- (1) Calypso Drum (IG, Silver)

Price based on Clay County School District #18/19-2: 37% of total Playcraft Materials after Discounts.

TOTAL: \$26,834.09

Excavation of 3100 Sq.Ft. at a depth of 8 in. @ \$4.14 per Sq.Ft.

TOTAL: \$12,834.00

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date _____ P.O. # _____

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

Date: 6/9/2023

PROPOSAL

Proposal # 23774

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/8/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 1

Ship To: Kagan Park
 10 Celestial Way

Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

Rentals to include
 - Dumpster 30 Yd: 6 @ \$2420 each (4 for removal of old Rubber Mulch; 1 for Demo of Play Equipment and 1 for Construction Rubbish)

TOTAL: \$14,520.00

Additional Discount on Installation

TOTAL: -\$18,847.09

Permitting and Administration Fee

TOTAL: \$3,422.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

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

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

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

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date _____ P.O. # _____

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

Date: 6/9/2023

PROPOSAL

Proposal # 23774

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 7/8/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 1

Ship To: Kagan Park
 10 Celestial Way

Juno Beach, FL 33408

Prepared for: B. Giancoli

Sales Rep MH

DESCRIPTION

PROJECT NOTES:

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

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

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

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Subtotal \$119,125.00

Sales Tax (0.00) \$0.00

TOTAL \$119,125.00

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

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

Playground Equipment Option 2



Item #16.

Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

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

Proposal

Organization Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Prepared For Bianca Giancoli
Ship To Kagan Park
10 Celestial Way
Juno Beach, FL 33408

Date 6/9/2023
Quotation # 25262
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 7/8/2023
Project Name Playground Opt 1

Customer Phone
County Palm Beach

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

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

Subtotal
Sales Tax (0.0%)
Total

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

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Item #16.

Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

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

Proposal

Organization Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Prepared For Bianca Giancoli
Ship To Kagan Park
10 Celestial Way
Juno Beach, FL 33408

Date 6/9/2023
Quotation # 25262
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 7/8/2023
Project Name Playground Opt 1

Customer Phone
County Palm Beach

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

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

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

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

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

Installation And Turf Option 3



Item #16.

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

Date: 8/23/2023

PROPOSAL

Proposal # 24015

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 9/21/2023

Customer Fax:

Organization: Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Project: Playground Opt 3
Kagan Park
Ship To: 10 Celestial Way,
North Palm Beach, FL 33408

Prepared for: B. Giancolli

Sales Rep MH

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 25419

Removal of Existing Play Equipment.

Installation of:

- (1) R5 Custom Play System - R50EA107A
- (1) PC 2181 7ft Single Post Swing Bay
- (1) PC 2181 7ft Single Post Swing Bay
- (2) Full Bucket Seat
- (2) Belt Seats
- (1) PC 1600 Tilt Maze Game

Price based on Clay County School District #18/19-2: 37% of Playcraft Material After Discounts.

TOTAL: \$30,743.55

Rentals to include

- Crane: 2 @ \$2500 (per 4 Hours)
- Dumpster 30 Yd: 7 @ \$2100

Pricing Based on the Clay County Contract #18/19-2 of \$2500 per Crane every 4 hours.

TOTAL: \$19,700.00

TOTAL: \$19,700.00

Excavation of 3650 Sq.Ft. at a depth of 6 in. @ \$3.70 per Sq.Ft.

TOTAL: \$13,505.00

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

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

Date: 8/23/2023

PROPOSAL

Proposal # 24015

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 9/21/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 3
 Kagan Park
 Ship To: 10 Celestial Way,
 North Palm Beach, FL 33408

Prepared for: B. Giancolli

Sales Rep MH

DESCRIPTION

INSTALLATION (Footer installation listed separately) OF :
 Custom Shade Design - Rectangle Hip Shade: 30' Length x 20' Width x 13' Entry Height.
 Price based on Clay County #18/19-2, 49% on Material after discount.

TOTAL: \$4,809.84

FOOTER INSTALLATION to include 6 Cubic Yards of concrete for 4 footers; and rebar.
 Note: Without sealed drawings for each structure, the footer sizes stated above are only estimates and will need to be revisited once the drawings and calculations state actual dimensions.

TOTAL: \$8,386.00

Supply, delivery and installation of Playground Grass Academy by ForeverLawn (15 year warranty) using 100% plastic EPS perimeter nailer boards, staples every 1' around the perimeter, compacted stone base, 1,590 sf of 3" Safety Foam Pro with Channels, 804 sf of 2" Safety Foam Pro with Channels, Silica sand Infill, removal and disposal is not included. Project Size: 3,650 SF
 Price based on Clay County School District #18/19-2: \$22.50 Per Sqft

TOTAL: \$82,125.00

Additional Installation Discount

TOTAL: -\$25,549.39

Permitting and Administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$4,086.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. #: _____

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

Date: 8/23/2023

PROPOSAL

Proposal # 24015

Payment Terms: Net 30

Customer Phone:

Proposal Valid Until: 9/21/2023

Customer Fax:

Organization: Town of Juno Beach
 340 Ocean Drive
 Juno Beach, FL 33408

Project: Playground Opt 3
 Kagan Park
 Ship To: 10 Celestial Way,
 North Palm Beach, FL 33408

Prepared for: B. Giancolli

Sales Rep MH

DESCRIPTION

EXCLUSIONS:

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

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

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

PROJECT NOTES:

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

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

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

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Subtotal \$137,806.00

Sales Tax (0.00) \$0.00

TOTAL \$137,806.00

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

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

Equipment Option 3



Advanced Recreational Concepts, LLC

Item #16.

3125 Skyway Circle

Melbourne, FL 32934

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

Proposal

Organization Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

Date 8/23/2023
Quotation # 25419
Prepared By Madelyn Harshaw
Payment Terms Net 30
Prices Valid Until 9/21/2023

Prepared For Bianca Giancolli
Ship To Kagan Park
10 Celestial Way,
North Palm Beach, FL 33408

Project Name Playground Opt 3

Customer Phone

County Palm Beach

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

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

Subtotal
Sales Tax (0.0%)
Total

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

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Item #16.

Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

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

Proposal

Organization **Town of Juno Beach**
340 Ocean Drive
Juno Beach, FL 33408

Prepared For **Bianca Giancolli**
Ship To **Kagan Park**
10 Celestial Way,
North Palm Beach, FL 33408

Date **8/23/2023**
Quotation # **25419**
Prepared By **Madelyn Harshaw**
Payment Terms **Net 30**
Prices Valid Until **9/21/2023**
Project Name **Playground Opt 3**

Customer Phone
County **Palm Beach**

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

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

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

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

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



Kagan Park Playground

Juno Beach, FL

Introduction

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

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

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

Sincerely,

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



About KOMPAN



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

Kompan Sustainability Promise



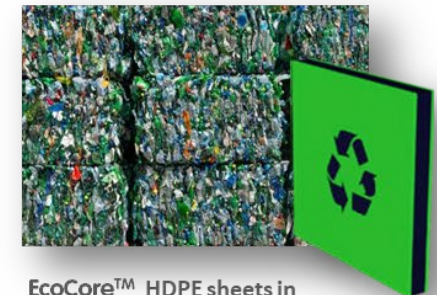
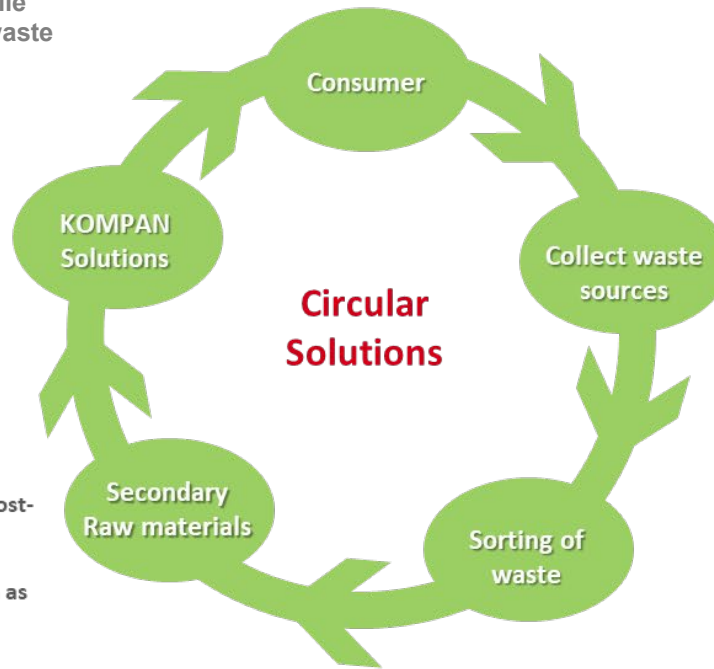
KOMPAN Sustainability

Greener through
cutting carbon
emission

Made Green: Post-Consumer Waste



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



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



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



Decks made in Post-consumer Ocean recycled waste



Current Site Conditions

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



Existing Design/Layout



Current Design, Site Condition, and Surfacing:

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

Goals and Objectives for New Design



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

- **Make this YOUR playground!**

Proposed New Design



Proposed New Design

TexMade Posts

KOMI Item #16.
Let's play



285

KOMI
Let's play

Proposed New Design

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



Proposed New Design

TexMade Posts



Proposed New Design

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



Proposed New Design

TexMade Posts

KOMI Item #16.
Let's play



Proposed New Design

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



Proposed New Design

TexMade Posts



Proposed New Design

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



Proposed New Design



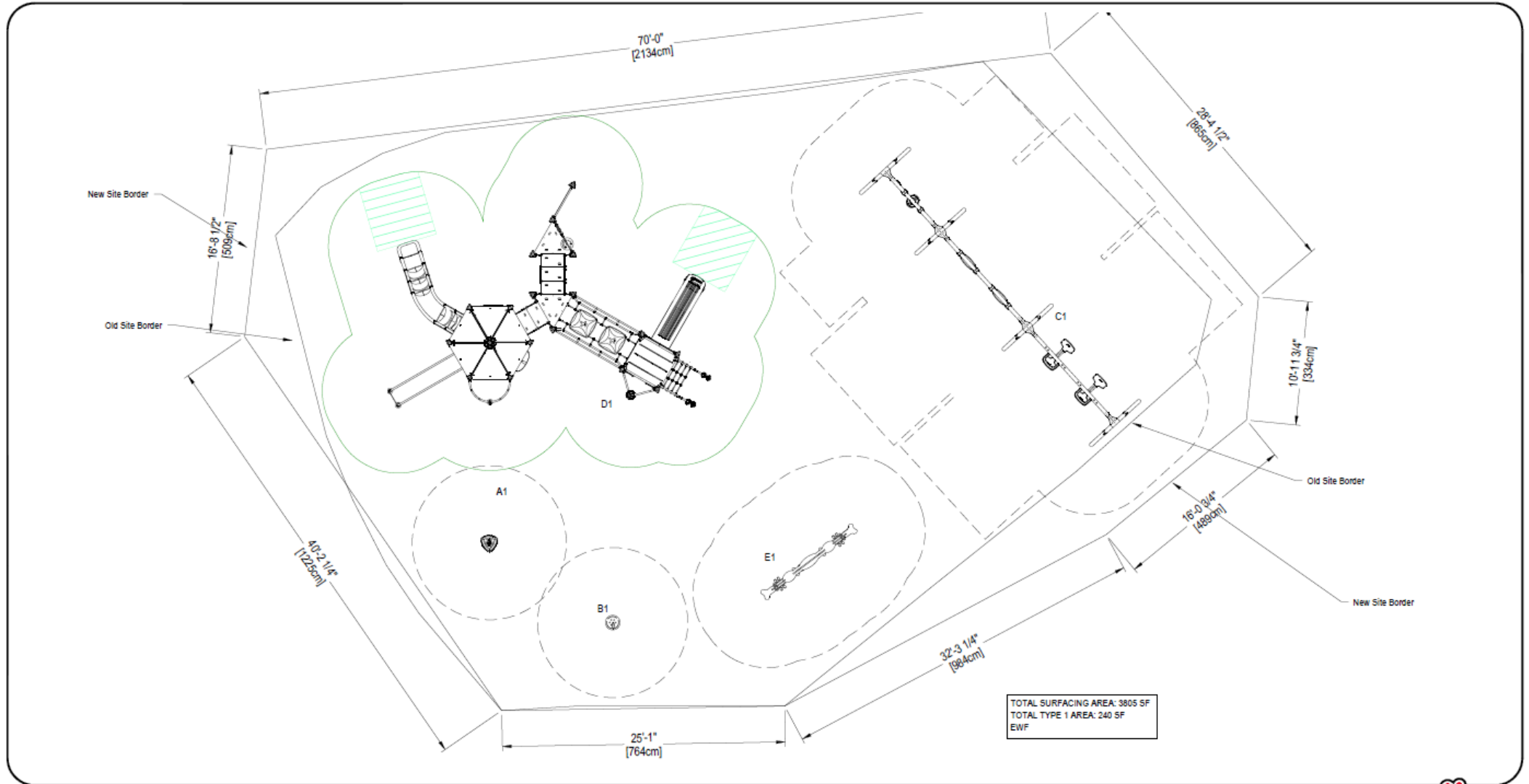
Proposed New Design



Proposed New Design

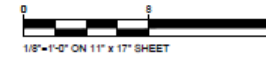


Proposed New Design



#	Product Number	Product Name	M.F.H.	Count
A	ELES00008-4x17D1T	Spinner Plate	1' 2"	1
B	QXY8014X3-xx17	Splice 1	3' 3"	1
C	KSW25-CUSTOM_332 37536	Swing	7'11"	1
D	KM59700688	Ocean Platform	9'1"	1
E	KM59700689	Coral Seesaw	3'3"	1

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



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY OWNER OR REPRESENTING AGENCY. COMPLETE PLANS AND SPECIFICATIONS PROVIDED BY THE CONTRACTOR PRIOR TO USE FOR PERMITTING OR CONSTRUCTION. TO BE READ CONJUNCTIVELY WITH COMPANY STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCEDURES PROVIDED BY THE CONTRACTOR. A COMPLETE PLAYGROUND TO BE INSTALLED MUST SATISFY ALL REQUIREMENTS IN THE CODES OF CONDUCT.

PLEASE NOTE: DIMENSIONS OF EQUIPMENT NOTED FOR SURFACING HEIGHTS. THE SPECIFIC REQUIREMENTS MAY BE UP TO 2\"/>

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE REQUIREMENTS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION. PREPARED AND PRINTED IN USA BY KOMPAN © 2023 KOMPAN, INC. AUSTIN, TX, USA 980-426-8785

KOMPAN
Let's play

SALES REPRESENTATIVE		DREW	
Katie Moffe		K1.0	
REVIEW BY	DRAWN BY	DATE	
DESIGN	HenSco	08/15/23	
REV. NO.	REV. BY	REV. DATE	REVISION NOTES
2	HenSco	08/17/23	

Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years

KOMI Item #16.
Let's play



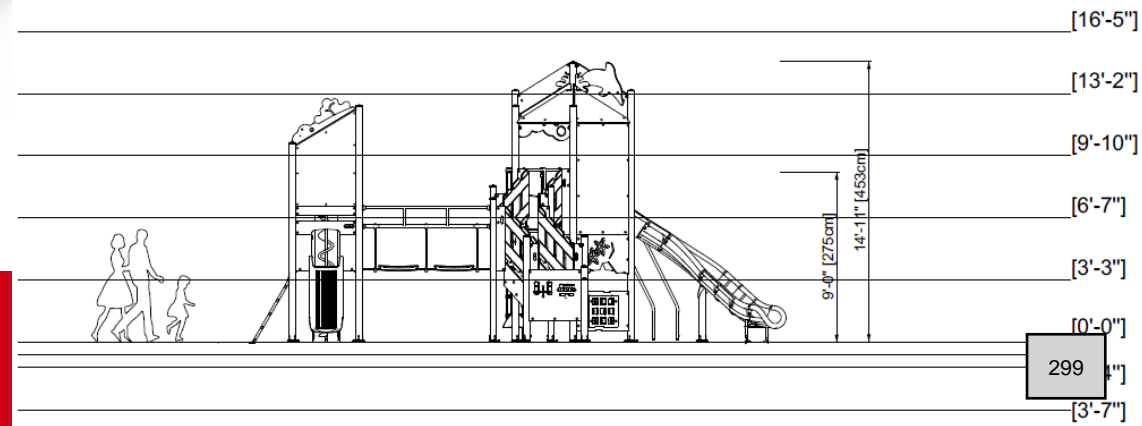
Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



Wackle bridge

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

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



Tower net

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

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

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



Curly climber

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

Social-emotional: empathy stimulated by turn-taking.

Cognitive: logical thinking when placing arms and legs right for rotating downward.



Banister bars

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

Social-emotional: turn-taking and risk-taking.



Timer

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

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

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



Accessible stairway

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

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



Hammock

Physical: coordination and sense of balance when swaying.

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

Cognitive: for toddlers cause and effect understanding.



Curved slide

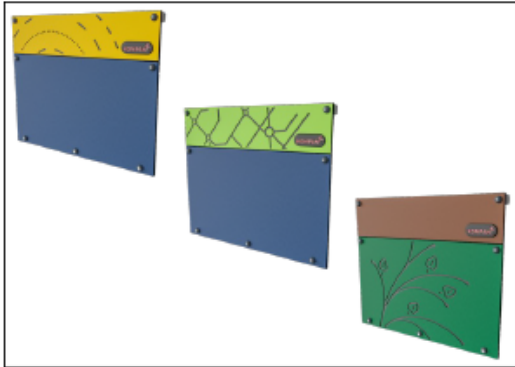
Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down.

Social-emotional: empathy stimulated by turn-taking.

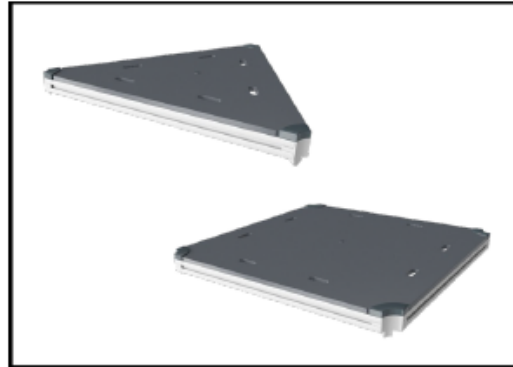
Cognitive: young children develop their understanding of space, speed and distances when sliding down quickly.

Design Elements: Custom Ocean Triple Tower Wackle Bridge

Age Group: 4 - 12 years



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



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



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

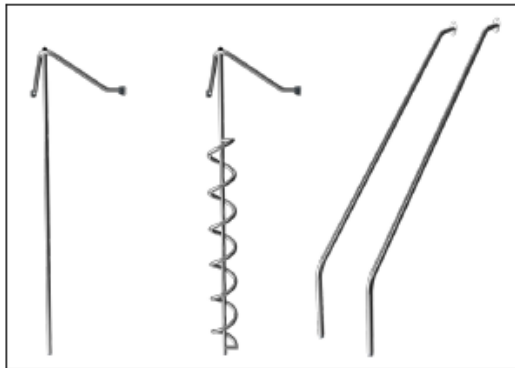
Item no. PCM310631-0901

Installation Information

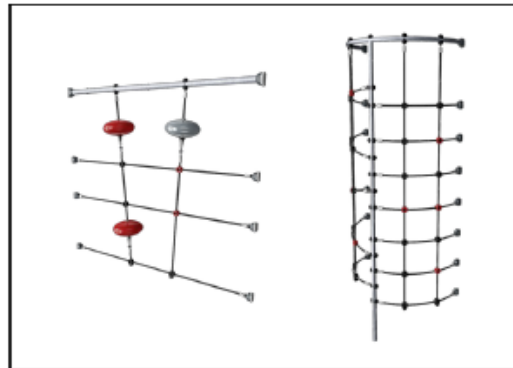
Max. fall height	9'1"
Safety surfacing area	913 ft2
Number of installers	2
Total installation time	41.5
Excavation volume	1.40 yd3
Concrete volume	0.09 yd3
Footing depth (standard)	2'9"
Shipment weight	2,892 lbs
Anchoring options	In-ground ✓ Surface ✓

Warranty Information

EcoCore HDPE	Lifetime
PP Decks	10 years
Post	10 years
Ropes & nets	10 years
Spare parts guaranteed	10 years



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



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



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

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

Sustainability Evaluation Comparison

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

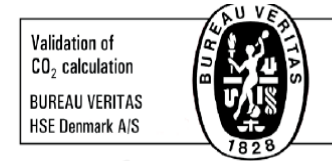
SUSTAINABILITY



CONFIDENTIAL

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

SUSTAINABILITY

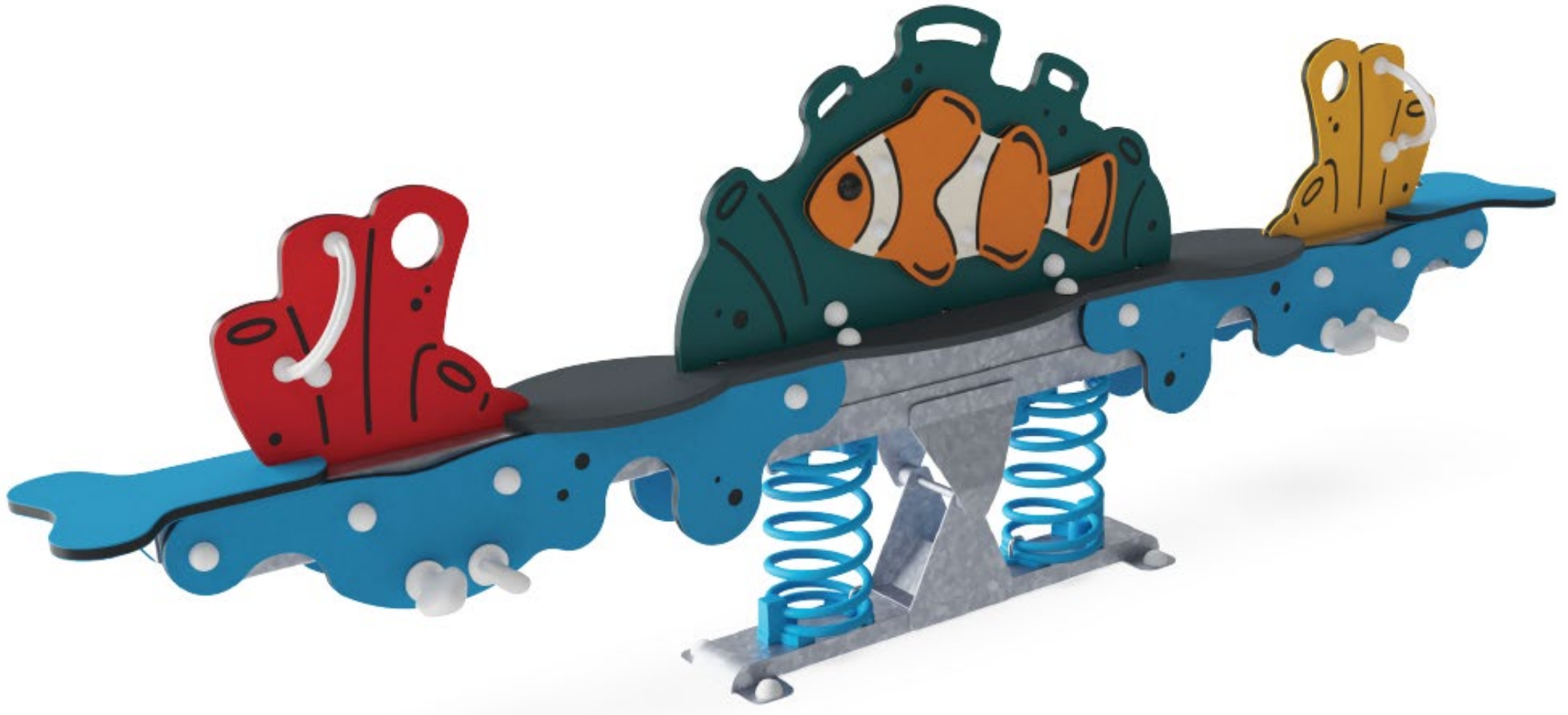


CONFIDENTIAL

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

Design Elements: See Saw Springer

Age Group: 3+ years



Design Elements: See Saw Springer

Age Group: 3+ years



Handhold

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



Rocking together

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



Theme

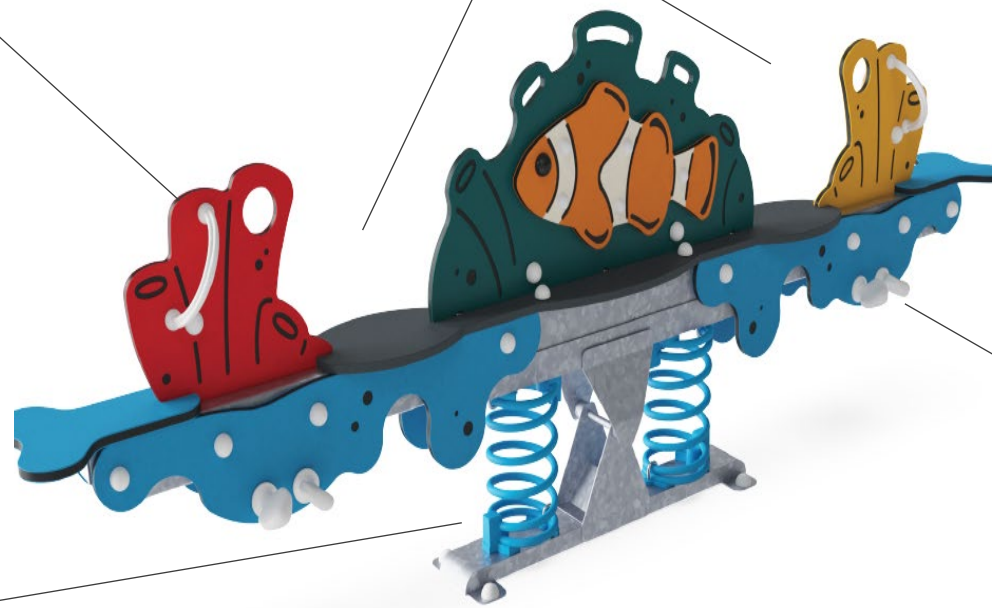
Cognitive: suggests a theme and supports dramatic play, which stimulates languages and communication skills.



Rocking spring

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

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

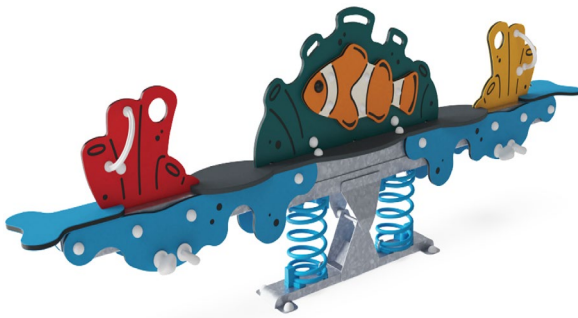


Foot support

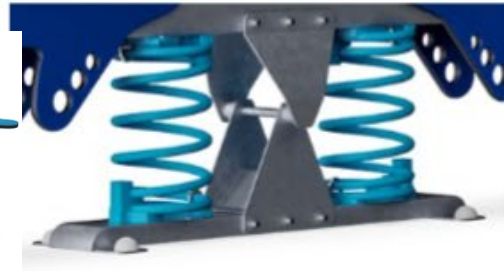
Physical: the possibility of footrest supports intense rocking. Rocking stimulates the senses of balance and space that are fundamental in managing the world securely.

Design Elements: See Saw Springer

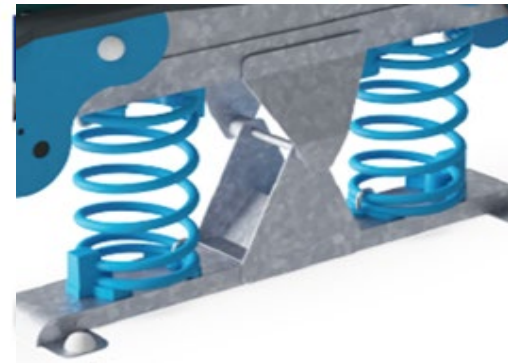
Age Group: 3+ years



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



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

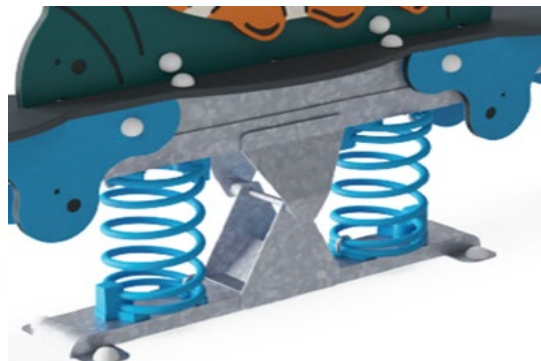


The springs are fixed by unique anti pinch fittings for maximum safety and long lifetime.

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



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



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

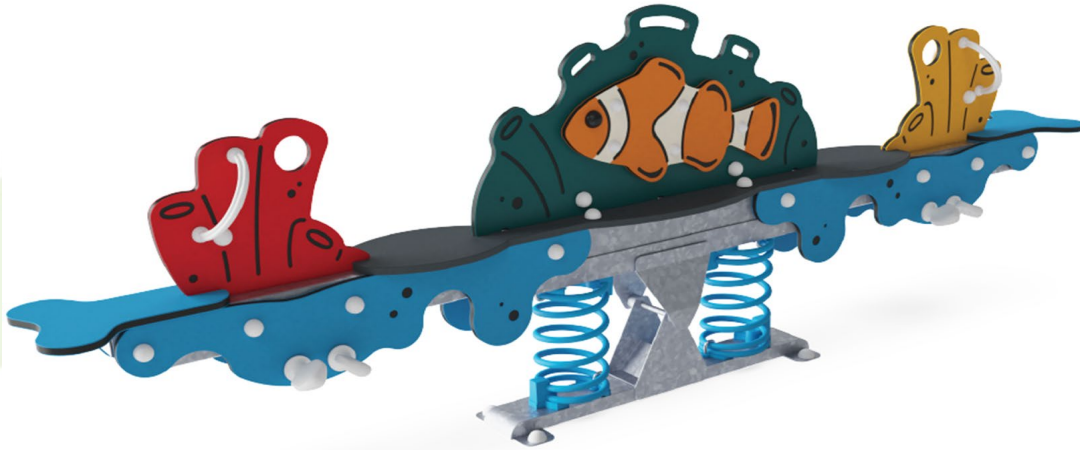


KOMPAN GreenLine versions are designed with the most environmentally friendly materials with the lowest possible CO2e emission factor such as EcoCore™ panels of 100% post-consumer recycled ocean waste.

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

Design Elements: See Saw Springer

Age Group: 3+ years



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

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



Design Elements: Spinner Plate

Age Group: 2 - 12 years



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

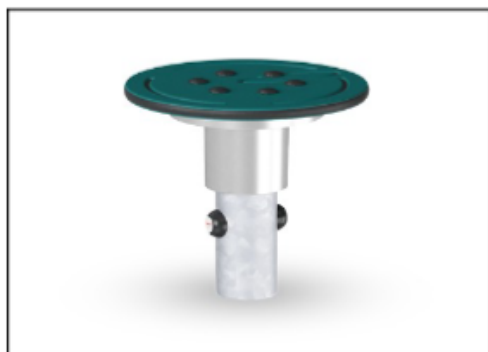


Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free. The bearing system has an integrated drag brake according to global safety standards.



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

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



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



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



Design Elements: Spinner Plate

Age Group: 2 – 12 years

SUSTAINABILITY



CONFIDENTIAL

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

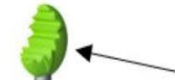
Design Elements: Spica

Age Group: 5+ years



Curved pole

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



Toothy top

A universal design signal for twisting, turning



Triangle seat

Social-Emotional: turn-taking, cooperation, socializing



Internal ball-bearing spinner

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



Design Elements: Spica

Age Group: 5+ years



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



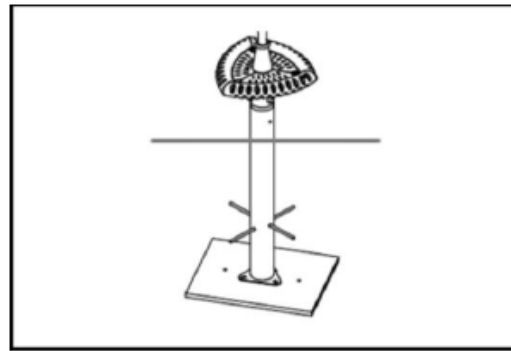
The unique GALAXY super triangle deck plate has an inner core of galvanized steel and soft outer layer of PUR rubber. The rounded edges has a non skid pattern for safe play.



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



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



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



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

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

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



To verify product certification, visit www.ipema.org



Proposed New Design: 3 Bay Swing

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



Proposed New Design: 3 Bay Swing

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



Anti-wrap swing



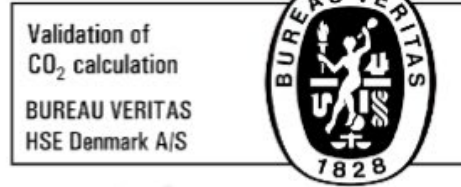
Molded Seats with hand guards

Proposed New Design: 3 Bay Swing

Ages 2 – 12 years

SUSTAINABILITY

Item No. KSW925-0910



CONFIDENTIAL

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

What's Next?

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

Warranty



Lifetime* Warranty

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

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



15-Year Warranty

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



10-Year Warranty

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



5-Year Warranty

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



2-Year Warranty

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

Warranty coverage

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

Proper installation and maintenance

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

Warranty exclusions

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

Near water installations

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

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

Third-party supplied products & services

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

Freight and warehousing

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

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

Safety Standards

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



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

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



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

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

KOMI Item #16.
Let's play





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City of Charlotte, NC
Contract Number: 2017001135

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

KOMPAN

Playground Systems and Outdoor Fitness Solutions

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

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Public Sector

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

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

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

[VIEW CONTRACT DOCUMENTATION](#)

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Helpful Links for Equipment Demonstrations

[Greenline Sustainability information](#)

[Seesaw Springer](#)

[Spica](#)

[More Spica's](#)

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



Installation And Turf

Safe 4 Play LLC

303 E Woolbright Road, #271
 Boynton Beach, FL 33435
 +1 5617675046
 josh@safe4play.net
 www.safe4play.net



Estimate

ADDRESS

Kagan Park Playground & Turf
 10 Celestial Way
 Juno Beach, FL 33408

SHIP TO

Kagan Park Playground & Turf
 10 Celestial Way
 Juno Beach, FL 33408

ESTIMATE # 2387

DATE 08/22/2023

EXPIRATION DATE 09/22/2023

ACTIVITY	QTY	RATE	AMOUNT
INSTALL PLAYGROUND Kagan Park Playground-Juno Beach, FL	0	0.00	0.00
INSTALL PLAYGROUND Installation of Kompan Equipment in flat grassy area: (1) Spinner Plate (1) Spica 1 (1) 3 Bay Swing Set (1) Ocean Platform (1) Coral Seesaw	1	16,970.00	16,970.00
02 Site Work Site Leveling/Drainage	1	13,641.12	13,641.12
INSTALL TURF Provide all necessary material and installation for 4,376 Sq. Ft (Overage) of artificial turf. Price includes Nailers, 4" sub-base, 2" + 3/4" Padding for 10' FCH, turf installation, and supplies, and delivery	1	82,388.08	82,388.08
INSTALL PLAYGROUND *Please note this pricing does not include a concrete perimeter. *Please note the Customer is responsible for ALL demo, removal of all existing concrete footers inground, and removal & disposal of existing surfacing. *This Estimate does not include limited access charges. If less than an 8' clearance for machinery back charges may incur. *This estimate does not include Prevailing Wage or Bacon Davis rates. If required resubmit for pricing.	0	0.00	0.00
INSTALL PLAYGROUND Terms of the quote are as follows:	0	0.00	0.00

Safe 4 Play has supplied "The Customer" with a quote detailing the work as understood during a site visit. It will be the customers responsibility to review the quote and make adjustments prior to the acceptance of the quote. If the quote is accepted and the items within the quote change prior to or during work a change order may be required to continue said work. At no point does Safe 4 Play claim to be site contractors or general contractors. Safe 4 Play is very knowledgeable and

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or radiate much heat. Safe4Play LLC does not guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

professional in the line of business quoted while our services are very wide ranged.

By accepting the quote both the Customer and Safe 4 Play enter an agreement to have the work performed within the quote. Once a deposit or Work Order is received Safe 4 Play will then start the ordering/ scheduling process. Safe 4 Play will order the materials once quote and deposit are BOTH completed.

Deposit: The proposed price above represents a 3% cash discount (cash or check). If paying by credit card, for all or part of the project, 3% will be added to the payment amount for the portion paid by credit card. A 50% DEPOSIT is required on all orders including installation. 100% PAYMENT due on Material only order.

The schedule will be determined on the order of the executed quote. A representative may have already given a verbal estimate for installation, but this may not be the most accurate based on with the quote is executed.

Once quote and Deposit is submitted-

1. Materials are ordered
 1. Materials may not be returned.
 2. Some materials maybe return, but not without restocking fees.
2. Schedule is created for Start Date
 1. Start date is based on material arrival and crew availability
3. Reminder and Calendar Invite for Work Date
 1. Calendar Invite within 2 weeks of work
 2. If opening occurs an attempt will be made- it will be up to the customer if the job can be completed at that time. (No Penalty)
 3. Once job is scheduled- If the job needs to be rescheduled within (10) Days no penalty will be added
 4. If job is rescheduled within the (10) Period a charge of \$400.00 will be required
4. Possible site visit with Installer to assure job scope remaining the same.
 1. Any changes may result in additional fees.
5. Once the job has started a foreman will remain in contact with the customer on progress
 1. Foremans do not have the ability to make changes on the project without reporting to office.
 2. If agreement with Foreman is made without office approval by email the Warranty will be Voided
6. Final Walkthrough
 1. The final walkthrough will be made once the Foreman and Customer have gone through a pre-walkthrough
 2. A Safe 4 Play representative must perform a walkthrough with the customer unless customer declines
7. Payment
 1. Final payment will be made by customer to Safe 4 Play Representative during the final walkthrough phase.
 2. Payment over (15) Days of final walkthrough will be increased by 10%.
 3. Customer agrees to a 10% increase after 15 Days of walkthrough and ever 15 days until payment is made.
8. Notice to Owner
 1. Safe 4 Play reserves the right the supply the customer with a Notice to Owner within the allotted time by the State of Florida.
 2. Notice to Owner allows Safe 4 Play the right to place a Lein on the said property until final payment is made.
 3. If payment is not made within time of Lein Safe 4 Play may also seek Legal Representation at the cost of the customer

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or radiate much heat. Safe4Play LLC does not guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

Note: This estimate is not a contract or a bill, it is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

SUBTOTAL	112,999.20
TAX	4,993.28
TOTAL	\$117,992.48

A 50% DEPOSIT required on all orders including installation.

100% PAYMENT due on Material only order.

Accepted By

Accepted Date

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or radiate much heat. Safe4Play LLC does not guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.






Sales Proposal

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

Quote No. SP127395-2
 Customer No. C001015
 Document Date 08/21/2023
 Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135						
<u>OPTION 1- Tex Made Posts on Platform Structure</u>						
PLAY360-CUSTOM	Sanddollar Spinner Plate In-ground 5901299	1	Pieces	1,390.00	10.00	1,251.00
						
GXY801421-3717	Spica 1 In-ground 90cm	1	Pieces	2,580.00	10.00	2,322.00
						
KSW925-CUSTOM	3 Bay Swing - 2 You&Me, 2 belt, 1 infant In-ground 20237536	1	Pieces	12,230.00	10.00	11,007.00
						
KMS-PCM-CUSTOM	Double Mega Deck Ocean theme, TexMade posts In-ground 9700088	1	Pieces	83,790.00	10.00	75,411.00
						
KMS-MOM-CUSTOM	Ocean Seesaw In-ground 9700089	1	Pieces	7,310.00	10.00	6,579.00
						

Sales Proposal

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

Quote No. SP127395-2
 Customer No. C001015
 Document Date 08/21/2023
 Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
FREIGHT	Freight	1	Pieces	9,611.00		9,611.00

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

Equipment Site Plan version K1.0 /dated 8.15.23

Please allow 16-18 weeks for product delivery upon order placement

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		107,300.00	10,730.00	96,570.00
Subtotal - Freight		9,611.00		9,611.00
Total USD				106,181.00

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Kagan Park Playground
 10 Celestial Way
 Juno Beach, FL 33408



Sales Proposal

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

Quote No. SP127395-2
Customer No. C001015
Document Date 08/21/2023
Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

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

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

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

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

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

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

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

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____






Sales Proposal

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

Quote No. SP127406-1
 Customer No. C001015
 Document Date 08/21/2023
 Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135						
OPTION 2						
PLAY360-CUSTOM	Sanddollar Spinner Plate In-ground 5901299	1	Pieces	1,390.00	10.00	1,251.00
						
GXY801421-3717	Spica 1 In-ground 90cm	1	Pieces	2,580.00	10.00	2,322.00
						
KSW925-CUSTOM	3 Bay Swing - 2 You&Me, 2 belt, 1 infant In-ground 20237536	1	Pieces	12,230.00	10.00	11,007.00
						
PCMS-KDS-CUSTOM	Double Mega Deck Ocean, Nisht Sky Blue Steel posts In-ground 724418	1	Pieces	83,980.00	10.00	75,582.00
						
KMS-MOM-CUSTOM	Ocean Seesaw In-ground 9700089	1	Pieces	7,310.00	10.00	6,579.00
						

Sales Proposal

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

Quote No. SP127406-1
 Customer No. C001015
 Document Date 08/21/2023
 Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
FREIGHT	Freight	1	Pieces	9,624.30		9,624.30

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

Equipment Site Plan version K1.0 /dated 8.15.23

Please allow 16-18 weeks for product delivery upon order placement

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		107,490.00	10,749.00	96,741.00
Subtotal - Freight		9,624.30		9,624.30
Total USD				106,365.30

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Kagan Park Playground
 10 Celestial Way
 Juno Beach, FL 33408



Sales Proposal

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

Quote No. SP127406-1
Customer No. C001015
Document Date 08/21/2023
Expiration Date 10/20/2023

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

Project Name US297028 Kagan Park Playground Renovation

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

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

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

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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: September 27, 2023
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: FPL Street Light Discussion- Turtle Friendly Light Options

DISCUSSION:

For decades the Town staff has partnered with the Loggerhead Marinelife Center (LMC), Environmental Resources Management (ERM) and Florida Fish and Wildlife Conservation Commission (FWC) to protect the sea turtles that nest on the beaches of Juno Beach from March 1- October 31. Reducing and eliminating artificial light is critical to prevent false crawls from the female turtle looking to nest and hatchling disorientation. There are fifteen (15) Florida Power and Light streetlights that have been identified in Juno Beach as priority 1 (high), 2 (medium), or 3 (low). (See the attached list of streetlights.) While the priority level of the poles is subjective, a good deal of consideration by all three parties is used to make these prioritizations.

It is generally agreed that “no light” is the best option for preserving the safety of the sea turtles but there are some other approved options that can be considered which include the installation of shields and/or amber lights. FPL will install shields at no cost, but they are not always effective and it depends on the location of the streetlight. FPL also offers two types of amber lights that are considered “turtle friendly”: the ATB2 for a monthly fee of \$17.60/month per light (\$1,900.80 per year for all 9 lights) or the RSW-XL for a monthly fee of \$15.72/month per light (\$1,697.76 per year for all 9 lights).

The three options for the streetlights are:

- Current practice to keep the lights turned off during turtle nesting season (March 1 – October 31)
- Determine if a shield will adequately keep the light from being seen on the beach
- Install one of the amber light options offered by FPL

RECOMMENDATION:

Staff recommends the Council discuss the options for the streetlights and direct staff how to proceed.

Hello Andrea,

Attached is an inventory of the FPL street lights along Ocean Drive from Donald Ross Road to Celestial Way at the 911 Memorial. These lights are included on the summary as they are within the Sea Turtle Protection Zone, i.e. 600 feet landward of the mean high water line, and / or they are, or have been at some time in the past, directly visible from the beach.

Lights **not** included in the summary are lights along Ocean Drive north of Donald Ross Road which, although they are within the Sea Turtle Protection Zone, they are bollards equipped with amber lights and are low, shielded and compliant with Palm Beach County and Juno Beach Codes relative to sea turtle protection.

Lights along Ocean Drive south of Celestial Way are outside of the Sea Turtle Protection Zone and are not visible from the beach and, thus, are also not included in the summary.

Additionally, the Town's street lights on Mercury Road were previously causing reflected light to be visible from the beach and, therefore, Public Works replaced the lamps in these street lights with amber LEDs several years ago. These are also not included in the attached summary.

As you'll see, I tried to prioritize the lights to the best of my ability. This is somewhat subjective; however, I did consult with Palm Beach County Environmental Resources Management when reviewing the lights and whether they are visible from the beach or could become visible from the beach due to changes in beach elevation caused by hurricanes, storms, tides, and beach re-nourishment projects, as well as changes to existing vegetation heights and densities.

Most, if not all, of the Priority 1 lights have been turned off for a number of years in an effort to protect nesting sea turtles and their hatchlings, and some of these have been turned off for nearly 2 decades. This is consistent with Staff's efforts through the years to work towards eliminating visible light whenever possible by working with residents and homeowner / condominium associations to disconnect lights whenever possible or to change to a more "turtle-friendly" option. Of importance is that these efforts not only eliminate, or at least minimize, the visibility of direct light from the beach, it also helps to minimize reflected light that may be visible from the beach as well as to help minimize sky glow which is also reported to be problematic for sea turtles.

The Town is continuing its efforts to set an example for other Florida municipalities by eliminating and / or by minimizing to the extent possible light visible from the beach including direct light, indirect / reflected light, and sky glow.

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

Respectfully,

Lynn Hamel

Code Compliance Officer
Town of Juno Beach
561/627-0818

FLORIDA POWER & LIGHT UTILITY POLES
Ocean Drive: From Donald Ross Road to Celestial Way

Pole I.D. (If Available)	Location	On/Off (Currently)	On/Off (Recommendation) Priority Level	Other
39801 68135644219	Sea Images 1055 Ocean Drive NW Corner of Ocean & Donald Ross	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the E/NE side of the fixture and reevaluate.</i>
681356840	Beach Access 0	On	Off Priority 1	Fixture should be turned off until the fixture can be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s) as the "turtle shield" is not effective at this location.
981357031	970 Ocean Drive	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).
No I.D. Observed	The Surf 900 Ocean Drive	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).
681357124	The Tower 840 Ocean Drive	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).
68135672603	W End of Town Hall Park / The Tower Parking Lot (W of Ocean Drive)	Off	Off Priority 2	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the E side of the fixture and reevaluate.</i>

Priority 1: High **Priority 2: Medium** **Priority 3: Low**

August 22, 2023

FLORIDA POWER & LIGHT UTILITY POLES
Ocean Drive: From Donald Ross Road to Celestial Way

No I.D. Observed	461 Venus Drive (W of Ocean Drive & S of Venus Drive)	On	Off Priority 2	Fixture should be turned off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the NE side of the fixture and reevaluate.</i>
68135721809	The Waterfront 800 Ocean Drive	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the E/NE side of the fixture and reevaluate.</i>
No I.D. Observed	700 Ocean Drive Beach Access 2	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).
38819/5695-0	705 Ocean Drive (W of Ocean Drive)	On	Off Priority 2	Fixture should be turned off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the E side of the fixture and reevaluate.</i>
68135740200	Juno-by-the-Sea 630 Ocean Drive	On	Off Priority 2	Fixture should be turned off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s). <i>An option would be to install a "turtle shield" on the E/SE side of the fixture and reevaluate.</i>
No I.D. Observed	591 Ocean Drive (W of Ocean Drive)	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).

Priority 1: High Priority 2: Medium Priority 3: Low

August 22, 2023

FLORIDA POWER & LIGHT UTILITY POLES
Ocean Drive: From Donald Ross Road to Celestial Way

87	The Horizon/The Oceanfront 600/570 Ocean Drive Beach Access 3	Off	Off Priority 1	Fixture should remain off OR fixture should be replaced with a truly "turtle-friendly" fixture equipped with amber LED lamp(s).
68134769107	The Beachfront 530 Ocean Drive	On	On Priority 3	Direct Visibility Unlikely – Installation of turtle shield & downward directed recommended.
68134778408	The Brigadoon 500 Ocean Drive	On	On Priority 3	Direct Visibility Unlikely – Installation of turtle shield & downward directed recommended.

Priority 1: High Priority 2: Medium Priority 3: Low

August 22, 2023



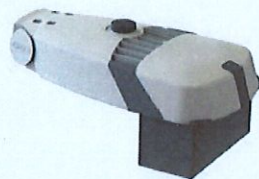
FPL®

Roadway Lighting

Feel Safe, Drive Safe



ATB2 – Turtle-friendly Amber



Shield facing coastal line

Cree – RSW Extra-large
Turtle-friendly Amber



Roadway – LED 5,000 Lumens
to 12,000 Lumens*



Roadway – LED 17,000
Lumens to 20,000 Lumens*



Roadway – LED 31,500 Lumens*

Available in
black or gray



AEL – ATB2

**This is a non-representative image for the light.
Installations in the field may be different.*

ROADWAY LIGHTING

Item #17.

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier	
① ATB2	Turtle Friendly Roadway	 (Gray or Black)	6, 7, 10	1, 7	3	108/110	594nM (Amber)	5,408 (no shield)	B1-U0-G2	Upon Request	G5	
								2,927 (rear shield)				
								1,878 (front shield)				
② RSW-XL	Turtle Friendly Roadway	 (Gray) shield facing coastal line	6, 7, 10	1, 7	3	144/140	594nM (Amber)	6,111 (no shield)	B1-U0-G2	Upon Request	J4	
								3,544 (rear shield)				
								2,706 (front shield)				
Roadway	5,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	42/40	3000K	5,000+	B1-U0-G1	Upon Request	C2	
			6, 7, 10	1, 7	3	42/40	4000K	5,000+	B1-U0-G2	Upon Request	C2	
	7,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	59/60	3000K	7,500+	B1-U0-G1	Upon Request	D2	
			6, 7, 10	1, 7	3	59/60	4000K	7,500+	B1-U0-G2	Upon Request	D2	
	12,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	93/90	3000K	12,000+	B2-U0-G3	Upon Request	F2	
			6, 7, 10	1, 7	3	93/90	4000K	12,000+	B2-U0-G3	Upon Request	F2	
	17,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	127/130	3000K	17,000+	B3-U0-G3	Upon Request	I2	
			6, 7, 10	1, 7	3	127/130	4000K	17,000+	B2-U0-G3	Upon Request	I2	
	20,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	161/160	3000K	20,000+	B3-U0-G4	Upon Request	K3	
			6, 7, 10	1, 7	3	161/160	4000K	20,000+	B3-U0-G4	Upon Request	K3	
	31,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	263/260	3000K	31,500+	B3-U0-G5	Upon Request	Q3	
			6, 7, 10	1, 7	3	263/260	4000K	31,500+	B3-U0-G5	Upon Request	Q3	
	AEL	ATB2	 (Gray)	6,7,9,10	1, 5, 7	4	121/120	3000K	16,427	B2-U0-G3	ATB2_P40X_MVOLT_R4_3K	H3
				6,7,9,10	1, 5, 7	4	121/120	4000K	17,125	B2-U0-G3	ATB2_P40X_MVOLT_R4_4K	H3
6,7,9,10				1, 5, 7	4	186/190	3000K	24,937	B3-U0-G4	ATB2_P602_R4_3K_186W_RFD323103.IES	L3	
6,7,9,10				1, 5, 7	4	186/190	4000K	25,839	B3-U0-G4	ATB2_P602_R4_RFD325843.ies	L3	
6,7,9,10				1, 5, 7	4	264/260	3000K	32,450	B3-U0-G5	ATB2_P604_R4_3K	Q3	
6,7,9,10				1, 5, 7	4	264/260	4000K	33,910	B3-U0-G5	ATB2_P604_R4_4K	Q3	
 (Black)				2,4,6,7,8*, 9,10	1,2,5,7	4	121/120	4000K	17,125	B2-U0-G3	ATB2_P40X_MVOLT_R4_4K	H3
				2,4,6,7,8*, 9,10	1,2,5,7	4	186/190	4000K	25,839	B3-U0-G4	ATB2_P602_R4_RFD325843.ies	L3
				2,4,6,7,8*, 9,10	1,2,5,7	4	264/260	4000K	33,910	B3-U0-G5	ATB2_P604_R4_4K	Q4

Note: All roadway fixtures are grey unless otherwise noted

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Meeting Name: Town Council meeting
Meeting Date: September 27, 2023
Prepared By: Len Rubin/David Dyess
Item Title: Draft Ordinance creating Audit Oversight Committee

DISCUSSION:

At its August meeting, the Town Council directed Staff to bring forward a draft Ordinance creating a Town Audit Oversight Committee. The attached Ordinance amends Chapter 2, Article IV of the Town Code of Ordinances to provide for the creation of the Committee. The Ordinance further provides as follows:

- The Committee shall consist of 5 members appointed by Council on an annual basis (with the first term running through March 31, 2025 to make the term consistent with the Planning and Zoning Board). The members shall have educational and/or practical experience in the fields of business, finance, or accounting.
- The selection of a chairperson in April of each year, with meetings scheduled at least once every three months.
- The duties of the Committee shall be: (1) to serve as the auditor selection committee; (2) to oversee and monitor the independent audit of the Town's financial statements from the selection of the auditor through the review and resolution of the audit findings; (3) to serve as advisor to the Town Council and conduct any requested financial studies and analyses; (4) to present an annual written report to the Town Council; and (5) to perform such other duties as assigned by the Town Council.
- The Town Manager and Town Clerk shall provide necessary clerical support and technical assistance, and the Finance Director shall act as liaison to the Committee, as well as the liaison between the Committee and the Town's external auditor.

RECOMMENDATION:

Town Staff requests that the Town Council review the draft Ordinance and provide input, guidance, and direction.

TOWN OF JUNO BEACH, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING ARTICLE IV, "BOARDS AND COMMISSIONS," OF CHAPTER 2, "ADMINISTRATION," OF THE TOWN CODE OF ORDINANCES TO ADOPT A NEW DIVISION 1, "AUDIT OVERSIGHT COMMITTEE," PROVIDING FOR CREATION OF THE COMMITTEE; PROVIDING FOR THE COMMITTEE'S COMPOSITION, MEMBERSHIP, AND MEETINGS; PROVIDING FOR THE COMMITTEE'S DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to create an Audit Oversight Committee for the Town of Juno Beach to oversee the Town's annual independent external audit and perform such other duties as may prescribed by the Town Council; and

WHEREAS, the Town Council determines that the adoption of this Ordinance is in the best interests of the residents and property owners of the Town of Juno Beach.

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

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

Section 2. The Town Council hereby amends Article IV, "Boards and Committees," of Chapter 2, "Administration," of the Town Code of Ordinances by adopting a new Division 1 to read as follows (additional language underlined):

Chapter 2 – Administration

* * *

ARTICLE IV. BOARDS AND COMMISSIONS

DIVISION 1. AUDIT OVERSIGHT COMMITTEE

Sec. 2-137. Creation.

The town council hereby creates an audit oversight committee.

Sec. 2-138. Composition; terms; organization; meetings.

(a) Composition. The audit committee shall consist of five (5) members to serve at the pleasure of the town council. Each of the members

1 shall be town residents with educational and/or practical experience in the
2 fields of business, accounting, or finance.

3
4 (b) Terms. The town council shall appoint members on an annual
5 basis, with the initial term expiring on March 31, 2025. Thereafter,
6 committee members shall serve one-year terms from April 1st through
7 March 31st of the next calendar year. Members shall continue to serve until
8 their successors are appointed. Appointments to fill vacancies shall be for
9 the remainder of the unexpired term.

10
11 (c) Organization. On an annual basis, at the first meeting during
12 the month of April, the committee shall select a chairperson to preside at
13 the committee meetings and act as the official spokesperson of the
14 committee.

15
16 (d) Meetings. The committee shall meet on at least once every
17 three months or as otherwise determined by the committee.

18
19 **Sec. 2-53. Duties.**

20
21 The audit oversight committee shall have the following duties and
22 responsibilities:

23
24 (1) Serve as the auditor selection committee pursuant to state
25 law;

26
27 (2) Oversee and monitor the independent audits of the town's
28 financial statements from the selection of the independent
29 auditor to the review and resolution of the audit findings,
30 including assistance in ensuring any corrective actions are
31 taken;

32
33 (3) Serve as advisor to the town council and conduct any financial
34 studies and analyses requested by the town council;

35
36 (4) Present an annual written report to the town council
37 demonstrating how the committee has discharged its duties
38 and responsibilities; and

39
40 (5) Perform such other duties as may be assigned by the town
41 council.

42
43 **Sec. 2-54. Clerical and administrative support.**

44
45 (a) The town manager and town clerk shall furnish the committee
46 any necessary clerical support and technical assistance, including the
47 preparation of agendas and minutes.



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Appropriations for Undergrounding FPL Transmission Lines

Item relates to council goal:
Continue to pursue state appropriations and grants while increasing communication about grants.

DISCUSSION:

In the last legislative session, the town submitted an appropriation request for \$6 million to relocate the transmission lines from Ocean Dr. to US1. There was a \$1 million dollar pledge of town funds for the estimated \$7 million project. The appropriation did not make it to the legislative budget.

Our House and Senate representatives would have to sponsor the appropriation. The request is a large appropriation request, and their staff would evaluate the request's viability given the nature and amount requested. The timeline for submission is prior to our next council meeting.

RECOMMENDATION:

Council should discuss an appropriation request for the upcoming session and provide direction to staff.



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: D. Dyess, Town Manager
Item Title: Discussion – Parks and Recreation Committee

DISCUSSION:

At a previous town council meeting, Mayor Cooke requested a discussion item on a parks and recreation committee. The council agreed to agenda an item for discussion. Committees or boards of this nature are normally resident advisory boards to the council/manager that make recommendations for improvement and park use.

In Chapter 18 of our code a park means a park, reservation, playground, beach, recreation center or any other area in the town owned or used by the town and devoted to active or passive creation.

If a committee/board is formed, they will be making recommendations over the items that fall within the above definition. If this is an official town board/committee they would be subject to sunshine and any other official requirement, like the Palm Beach ethics training. Below are some board/committee responsibilities that I found from our neighbors.

Palm Beach Gardens:

About the Board

The purpose of the parks and recreation advisory board shall be:

- To serve as advocates for the citizens by conducting constructive investigation, discussion, and review
- Providing advice to the community services department, city manager, and city council with a broad outlook towards improving present recreational facilities and increasing utilization of the facilities by the public
- Evaluating and recommending future community needs for recreational projects and facilities.

Village of North Palm

The Recreation Advisory Board serves in an advisory capacity to the Village Council and makes recommendations for:

- Capital improvements/facilities.
- Matters relating to the overall recreational activity of the Village other than its waterways.
- Planning
- Present and future recreation activities
- Recreation programs
- The board also performs any other duties which may be assigned to it by the Village Council.

Some pros and cons:

- Staff time for running the board/committee – often staff must do the research and data gathering for the board/committee and present. Then after a recommendation it is done again for council. We do not have a recreation department that would normally handle this task.
- Obtaining feedback from residents on what is desired is always a positive, so another set of opinions could help shape the parks.
- Do you end up getting the opinion of five people rather than the opinion of many during a workshop or survey.

RECOMMENDATION:

The council should discuss and determine a direction for creating a new board/committee.



Meeting Name: Town Council Meeting
Meeting Date: September 27, 2023
Prepared By: D. Dyess
Item Title: Discussion - Slope Review for JB0 and Mobi-Mats

DISCUSSION:

During the discussion around the JB #0 beach access and applying for a FRDAP grant, there was mention of accessibility. Some of that discussion turned into an ADA topic around that access point, which may not have been the original intent. It was then discussed to evaluate the use of a Mobi-mat to assist until there is a determination on the grant funds and future crossing structure.

ADA Evaluation:

All of the town crossovers are built to have some forms of ADA compliance, like handrails and seat heights. As for wheelchair accessibility JB #4 has the proper slope for access. We also found that the Marsinski Park access not only has the serpentine access for full ADA compliance, but it also has beach accessible wheelchairs available.



Based on the 6.8-foot grade change in a 73-foot distance, staff is recommending that wheelchair accessibility not be considered for this location. However, a stable surface that accommodates firm footing and carts should be considered.

Mobi-mat consideration:

Staff met onsite with the vendor representative. The vendor evaluated the site from the sidewalk to the stairs. He felt that the Mobi-mat could help with the erosion that we are currently seeing at the location. Staff is not confident that it will make a difference in the erosion. He provided two quotes, one that is 5 foot wide from top to bottom with a slight turn in it at \$4,300.00 and one that is 8 foot wide from top until the slight turn and then narrows to 5 feet at \$8,215.00.

Staff is not recommending that the current stairs be removed and having the Mobi-mat extend into the beach side sand. Once we later go to replace the stairs, we will have to get a permit due to it being east of the 1997 coastal control line (this is something we have done on all of our walk over modifications), this stair structure sits east of the 1979 coastal control line, which is protected by our code. There is also DEP regulations around disturbing the dune (attached) that would prevent the leveling out of the earth below the stairs for the Mobi-mat.

The vendor also informed us that the Mobi-mat must be taken up from the beachside of the dune in the turtle protection zone during turtle nesting season.

RECOMMENDATION:

Discuss the merits of purchasing a Mobi-mat and provide staff direction.

Deschamps Mats Systems, Inc.

Item #21.

Quote

218 Little Falls Rd, #12
 Cedar Grove, NJ 07009

Date	Quote #
8/11/2023	E9142

Customer	Ship To
The Town of Juno Beach 340 Ocean Drive Juno Beach, FL 33408	The Town of Juno Beach 340 Ocean Drive Juno Beach, FL 33408

Terms	Rep	FOB	Quotation valid until
100% at time of order	JGSPR	New-Jersey	11/30/2023

Item	Description	Qty	U/M	Cost	Total
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 5' x 28' 2h 20" staples + spikes	1		1,559.00	1,559.00
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 8' x 45' 2h 20" staples + spikes	1		4,559.00	4,559.00
P-300153	Connector h 6.5 feet long			58.00	58.00
P- Rivet H conn...	AB6-8A Alum Rivet 3/16	20		0.25	5.00
SERVICE	Custom 8' feet x 45' feet wide mat Mobi-mat (including eyelets)	1		800.00	800.00
DELIVERY FL	Boxing/crating, Shipping, Handling, Delivery Note: Leave the connector off of one end of the 28' mat. The 28' mat will be cut with an angle in the field.			1,234.00	1,234.00

Freight Quote is an estimate only and may be subject to change at time of shipment	Subtotal	\$8,215.00
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	Sales Tax (0.0%)	\$0.00
	Total	\$8,215.00
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.		

Signature _____

Deschamps Mats Systems, Inc.

218 Little Falls Rd, #12
Cedar Grove, NJ 07009

Item #21.

Quote

Date	Quote #
8/11/2023	E9141

Customer	Ship To
The Town of Juno Beach 340 Ocean Drive Juno Beach, FL 33408	The Town of Juno Beach 340 Ocean Drive Juno Beach, FL 33408 561-972-1644

Terms	Rep	FOB	Quotation valid until
100% at time of order	JGSPR	New-Jersey	11/30/2023

Item	Description	Qty	U/M	Cost	Total
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 5' x 28' 2h 20" staples + spikes	1		1,559.00	1,559.00
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 5' x 45' 2h 20" staples + spikes	1		2,219.00	2,219.00
DELIVERY FL	Boxing/crating, Shipping, Handling, Delivery			459.00	459.00
P-300153	Connector h 6.5 feet long	1		58.00	58.00
P- Rivet H conn...	AB6-8A Alum Rivet 3/16	20		0.25	5.00
	Note: Leave the connector off of one end of the 28' mat. The 28' mat will be cut with an angle in the field.				

Freight Quote is an estimate only and may be subject to change at time of shipment	Subtotal	\$4,300.00
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	Sales Tax (0.0%)	\$0.00
	Total	\$4,300.00
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.		

Signature _____



Beach and Dune Walkover Guidelines

Item #21.
Florida Department of Environmental
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8336

A permit from DEP is required for construction of walkovers on most sandy beaches fronting on the open waters of the Atlantic Ocean or Gulf of Mexico. In areas where a Coastal Construction Control Line (CCCL) has been established pursuant to provisions of Section 161.053, Florida Statutes (F.S.), a permit is required for all excavation, construction, or other activities with the potential to cause beach erosion or damage coastal vegetation. On sandy shorelines where a CCCL line has not been established, a permit is required for construction activities within 50 feet of the mean high water line (see Section 161.052, F.S.).

Permits for walkovers contain general conditions that require construction to be conducted in a manner that minimizes short-term disturbance to the dune system and existing vegetation. Replacing vegetation destroyed during construction with similar plants suitable for beach and dune stabilization is required. Only limited excavation for the placement of support posts is authorized, and construction of walkovers in marine turtle habitat may not occur during the marine turtle-nesting season, which extends May 1 through October 31 (except for Brevard through Broward counties, which extends March 1 through October 31).

GENERAL SITING GUIDELINES

The walkover shall be designed and sited to protect dune features, to minimize disturbance of native vegetation, to not restrict lateral beach access and to minimize the amount of construction material that may become debris during a storm. Elevated walkovers are not required for all beach accesses, such as in sparsely vegetated, low profile dune areas where on-grade sand or shell paths are suitable for controlling foot traffic. Walkovers should generally be constructed perpendicular to the shoreline and extend at least to the seaward toe of the frontal dune or the existing line of vegetation but not farther than 10 feet seaward of the vegetation. The optimum siting of the walkover structure can be determined by contacting a CCCL field inspector.

GENERAL DESIGN GUIDELINES

Walkovers are designed to be minor, expendable structures that pose a minimal interference with coastal processes and generate minimal amounts of debris. Walkovers constructed across native beach and dune vegetation should be post-supported and elevated a sufficient distance above the existing or proposed vegetation to allow for sand build-up and clearance above the vegetation. Whenever possible, stairways and ramps leading from the dune bluff or crest down to the beach should be designed with posts that completely span the seaward slope of the dune. The structure should be designed to minimize the quantity of material used in construction, such as avoiding the use of vertical wood pickets, and reducing the length and width of construction on the beach.

Single family dwelling walkovers should not exceed 4 feet in overall width and the support posts shall not be greater than 4-inch wide posts. Multi-family dwelling walkovers shall not exceed 6 feet in overall width and the support posts shall not be greater than 6-inch wide posts. Support posts shall not be encased in concrete nor installed into dune slopes that are steeper than approximately 30 degrees. Support posts should have a minimum 5 feet of soil penetration. Applicants should consult with the CCCL Program prior to requesting a permit for a walkover that contains switchbacks, long ramps or other features required to comply with the Americans with Disabilities Act Accessibility Guidelines.

WALKOVER ELEVATION GUIDELINES

Site conditions affecting walkover heights vary as the structure traverses the beach/dune system. The ground cover changes from the uplands, commonly covered with woody scrub or coastal strand vegetation (saw palmetto/sea grape/scrub oaks), over a dune bluff or one or several dune crest(s), covered with either coastal strand or coastal grassland (sea oats/bitter panicum/marsh hay), down the slope to the dry sand beach, either uncovered bare escarpment or partially covered with beach/dune vegetation (railroad vine/sea rocket/sea oats). The type of structure and height from the dune bluff or crest down to the beach also must be considered in setting the walkover elevation. Increased elevation of the structure requires a longer run to the beach and additional construction material within this high energy area. This creates additional storm generated debris, sea turtle nesting habitat impacts, sand losses due to storm wave scour, and interferes with people's ability to walk along the beach.

Walkover Elevations in Uplands. The upland environment of coastal scrub/coastal strand habitat is characterized by more stable soil conditions with less blowing sands and infrequent storm overwash events. The stable conditions allow for the development of a mature woody vegetation and saw palmetto dominated plant community. In addition to thick above ground stem and leaf vegetation between 5 and 15 feet in height, this plant community has an extensive below ground woody root mat. Walkovers in these upland habitats need be elevated a minimum of 6-inches above the ground to avoid disturbance of the soil and root systems or cutting of low tree and palmetto trunks. Walkover elevations crossing coastal wetlands within upland areas may require increased elevations. Elevation of the walkover above the leaf canopy is in most cases impractical in coastal scrub or coastal strand habitats.

Walkover Elevations over Bluffs. The low stringer elevation recommended for uplands can be carried to an eroded bluff line. This will reduce the length of a ramp or walkover down to the beach. Again the objective the walkover elevation is to reduce damage to coastal scrub soils and root systems.

Walkover Elevations over Dune Crests. Dune environments are characterized by mobile sands subject to storm effects (which lower grade elevations) and wind effects (which can raise elevation as sand is trapped). Dunes are dominated by coastal grassland plants adapted to the dynamic environment. These include sea oats, bitter panicum, and little bluestem. Walkovers sited within active dune systems are required to be elevated sufficiently to allow for sand movement and growth of vegetation.

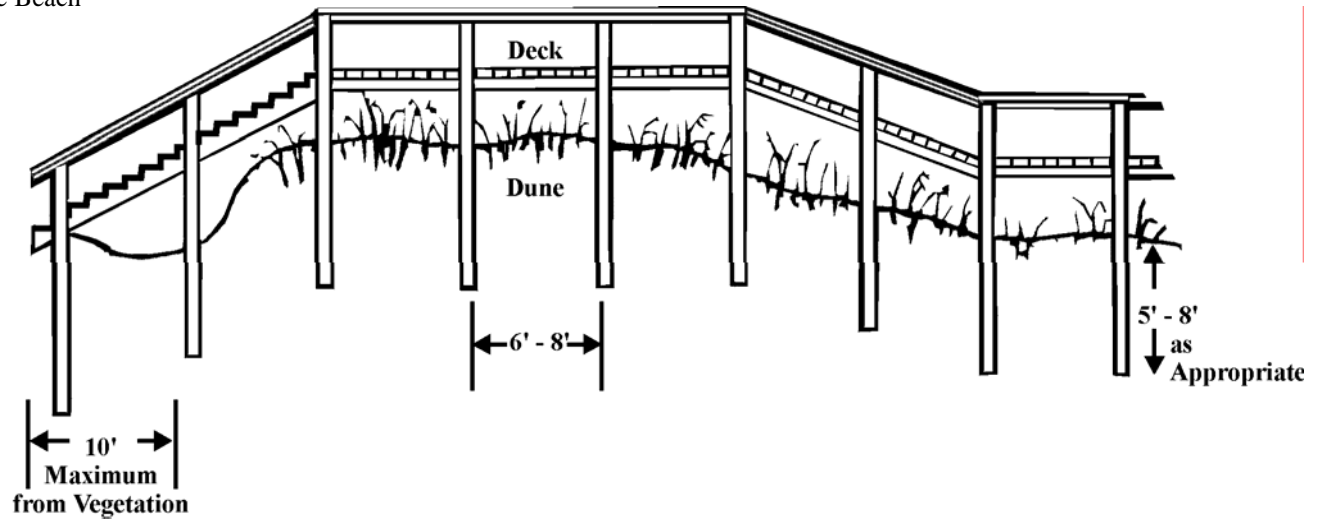
Walkover Elevations on Seaward Dune or Bluff Slopes. The elevation of the walkover at the dune crest and the distance of the seaward terminus from the water's edge determine the height of the steps or ramps crossing the seaward slope. The design objective is to get the structure down to the beach in as short a shore-normal (perpendicular to the shoreline) distance as possible while reducing the shore-parallel coverage of the slope. Department guidelines require that the seaward terminus of the structure be no farther seaward than 10 feet from the line of permanent dune vegetation or the toe of the frontal dune. Reducing the seaward encroachment and shore-parallel width decreases the potential for storms interacting with the structure, occupation of sea turtle nesting habitat by the structure, and interference with lateral public beach access.

Walkovers designed for the Americans with Disabilities Act often increase the length of walkover ramps on the beach. This requires the need for a site specific review for environmental impacts. The burial of the ramp or step terminus a minimum amount (0.5 to 1.0 feet)-foot below grade may allow for use of the walkover after some lowering of the beach elevation from minor storms. However, placement of this terminus below the depth of a post storm beach profile is discouraged as this portion of the walkover will most likely have been damaged by larger storms and to have interfered with coastal processes.

On Grade Walkovers. Elevated walkovers are not necessary in all site conditions and use situations. Where dune development is minimal, beach dune vegetation sparse or use infrequent, on-grade footpaths may be preferred. The Department discourages solid concrete walks and footpath surfaces such as stepping stones that create debris or missiles. Other surfaces such as geotextile fabrics, cabled wood planks, or shell require a case by case review. No permanent path surfaces are allowed seaward of the dune or within sea turtle nesting habitat.

TYPICAL WALKOVER PROFILE

⇐ To the Beach





Erosion



Stair elevation change



Turtle Nest