TOWN COUNCIL REGULAR MEETING AGENDA

June 24, 2026 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/@townofjunobeach477/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/1371/Public-Comments *(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). 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. Palm Beach County Commission on Ethics (COE) Presentation

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

COMMENTS FROM THE PUBLIC

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

CONSENT AGENDA

2. Town Council Meeting Minutes - May 20, 2026
3. Special Town Council Meeting Minutes - June 3, 2026
4. Town Council Goal Setting & Team Building Work Session - June 4, 2026
5. Police K9 Ballistic Vest Donation
6. Request from Juno Beach Historical Society to Accept Celestial Railroad Tie Donation
7. Discussion on FY 2025-2026 Contributions and Future Application Process
8. Year to Date (YTD) Financial Statements

COUNCIL ACTION/DISCUSSION ITEMS

9. Town Manager Recruitment – Discussion of Search Firm's Warranty Provision Costs, Review of Applications and Selection of Candidates for Interview
10. Pelican Lake Maintenance Update
11. Resolution No. 2026-10 – Purchase 350 Celestial Way using Building Department Reserve Funds
12. Proposed Amendments to Section 34-116, Town Code of Ordinances
13. Discussion – Chen Moore and Associates (CMA) update
14. Discussion - Juno Beach Public Beach Access, JB-7
15. Strategic Plan & Master Plan Process - Next Steps and Scheduling
16. Proposed Donation of Life Rings - Staff Review of Feasibility, Risk/Insurance, and Implementation

COMMENTS FROM THE COUNCIL

ADJOURNMENT

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: C. Copeland-Rodriguez, Town Clerk

Item Title: Palm Beach County Commission on Ethics (COE) Presentation

DISCUSSION:

Gina A. Levesque, CFE, Intake and Compliance Manager for Palm Beach County Commission on Ethics (COE) will be providing an annual update and overview of the Code of Ethics, emphasizing the critical role it plays in ensuring that public service remains a public trust.

TOWN COUNCIL REGULAR MEETING MINUTES

June 9, 2026 at 5:30 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT:	DAVE SANTILLI, MAYOR DIANA DAVIS, VICE MAYOR DD HALPERN, VICE MAYOR PRO TEM MAX FRASER, COUNCILMEMBER SCOTT SHAW, COUNCILMEMBER
ALSO PRESENT:	KATHLEEN GUNN, INTERIM TOWN MANAGER FRANK DAVILA, DIRECTOR OF PLANNING & ZONING EMILY ALVES, FINANCE/HR DIRECTOR CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK STEPHEN MAYER, PRINCIPAL PLANNER TG LAW PLLC, TOWN ATTORNEY
AUDIENCE: 17	

CALL TO ORDER – 5:30PM

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Council gave unanimous consensus to revise the agenda order as follows: move Item #15 to the Consent Agenda; move Item #10 to Item #8; move Item #14 to Item #10; move Item #7 to Item #15; begin Comments from the Council at 9:15pm; and move Public Comments prior to the presentations.

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 5:34pm.

Public Comments Closed at 5:39pm.

DRAFT

PRESENTATIONS

1. Palm Beach County Library Presentation by Library Director Douglas Crane
2. Palm Beach County Fire Rescue Annual Report Presentation
3. FY 2026-2027 Budget Kickoff Presentation

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

Town Attorney explained a slight revision that was made to Resolution No. 2026-09.

Council gave unanimous consensus to have staff research allowable uses of the Building Reserve funds, including applicable statutory and regulatory limitations, and to identify potential alternatives to returning the funds. This review should include consideration of options such as available properties, prefabricated solutions, technology-related uses, etc.

CONSENT AGENDA

4. Special Town Council Meeting Minutes - April 15, 2026
5. Town Council Meeting Minutes - April 22, 2026
6. Year to Date (YTD) Financial Statements
7. Resolution No. 2026-09 - Seacoast Utility Authority Board of Directors Representative

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

ACTION: *The motion passed unanimously.*

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

8. Petition for a DeMinimus Development / Simple Lot Split - 401 Olympus Drive

MOTION: *Davis/ Fraser made a motion to approve the proposed simple lot split subject to the required items as listed in staff's memorandum.*

ACTION: *The motion passed unanimously.*

9. Discussion on Temporary Sign Code and Sign Code Review

MOTION: *Halpern made a motion to have staff review the temporary sign code language and prepare a memorandum for the Planning & Zoning Board for their evaluation and consideration.*
ACTION: *Motion failed for lack of a second.*

(Vice Mayor Davis provided handouts, see attached.)

MOTION: *Davis made a motion to move forward with Chen Moore & Associates (CMA) to review the sign code in its entirety.*
ACTION: *Motion failed for lack of a second.*

Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus to reevaluate the code with Chen Moore & Associates (CMA) and have them present to the Council if no costs are incurred.

DRAFT

10. Discussion on Reopening the Charter Review

Mayor Santilli recessed the meeting at 7:54pm.

Mayor Santilli reconvened the meeting at 8:04pm.

Council gave unanimous consensus to rediscuss opening the Charter Review in 2027.

11. Facilitator Selection and Scheduling for Town Council Work Sessions

Council gave unanimous consensus to direct staff to obtain quotes from Ms. Stephanie Davis and the Florida League of Cities (FLC), and to bring the information back to Council at the next meeting for review.

***MOTION:** Davis/Halpern made a motion to proceed with a facilitator for the off-site Town Council Goal Setting and Team Building Work Session, in an amount not to exceed $5,000, and to schedule the Work Session during the first week of June.*
***ACTION:** The motion passed unanimously.*

12. Public Hearing and Second Reading on Ordinance No. 800 – Amending Floodplain Regulation Definitions

***MOTION:** Davis/Halpern made a motion to approve Ordinance No. 800 on second and final reading.*

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

13. Ordinance 798 - Amendment to the Town of Juno Beach Comprehensive Development Plan, Infrastructure Element, to update and implement its ten (10)-year Water Facilities Supply Work Plan (First Reading)

(Vice Mayor Davis provided handouts, see attached.)

***MOTION:** Fraser/Halpern made a motion to approve Ordinance No. 798 on first reading.*

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

14. Selection of an Ex Officio Member to the Juno Beach Historical Society

***MOTION:** Davis/ Shaw made a motion to appoint DD Halpern to serve as ex officio member of the Juno Beach Historical Society.*

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

15. Revision to Town Manager Salary Range on Classification Schedule

Council gave unanimous consensus to leave the Classification Schedule as is.

COMMENTS FROM THE COUNCIL

Vice Mayor Davis commented on the meeting held with Pulte and residents, noting that staff did an excellent job presenting information and responding to questions. She also referenced the 3D GIS Scene View software during the discussion. *(Vice Mayor Davis provided handouts, see attached.)*

DRAFT

Mayor Santilli, Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser to have staff bring this matter back as a future agenda item, including all discussion points and supporting backup materials from the previous discussions. Staff, in coordination with the Town Attorney, will provide the additional information needed to assist Council in providing direction.

Vice Mayor Pro Tem Halpern followed up on her comment from the last meeting about the Aden Perry Foundation offered to donate ten (10) life-saving rings and ten (10) ropes.

***MOTION:** Halpern made a motion to direct Town staff to proceed with accepting the donation and to develop an implementation plan, including coordination of insurance requirements and identification of applicable agencies necessary for the installation of life-saving rings at beach access points.*
***ACTION:** Motion failed for lack of a second.*

Mayor Santilli, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus to have staff evaluate the feasibility and insurance requirements associated with the proposed donation and installation of life rings, and to present findings and recommendations at the next meeting regarding acceptance of the donation and implementation of the project.

Vice Mayor Pro Tem Halpern inquired whether Development Review Committee (DRC) meetings could be distributed via email blast.

Interim Town Manager Gunn stated that staff could do that.

Vice Mayor Pro Tem Halpern asked for consensus to have a discussion on the replacement of the fence at JB7 on the next agenda.

Town Attorney Torcivia stated that they are happy to bring an analysis back to the next meeting.

Vice Mayor Pro Tem Halpern asked about the possibility of requesting the Florida Fish and Wildlife Conservation Commission (FWC) to conduct another fish survey of Pelican Lake.

Mayor Santilli, Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Councilmember Fraser gave consensus directing staff to coordinate with the Florida Fish and Wildlife Conservation Commission (FWC) regarding the potential conduct of a fish survey for Pelican Lake.

Vice Mayor Pro Tem Halpern commented about hearing confusion from residents about the Harmony Ordinance and recommended that staff provide information on the website to explain.

Town Attorney stated that the Town remains in the same position as previously reported and that they are working with staff on implementing the objective review required under the new legislation.

Director of Planning & Zoning Davila expressed his concerns on the matter and explained that they will continue to work with the Town Attorney and provide information.

Councilmember Fraser inquired about responding to public comments.

Interim Town Manager Gunn stated that staff will let the Council know how things are resolved when issues come up during public comments.

DRAFT

Mayor Santilli inquired about ways to improve communication between the Town and residents. The Councilmember also commended staff for their meeting with residents regarding the Pulte project and inquired about measures developers can take to submit more accurate renderings of proposed projects.

ADJOURNMENT

Mayor Santilli adjourned the meeting at 9:37pm.

_____ _____

Dave Santilli, Mayor Caitlin E. Copeland-Rodriguez, Town Clerk

DRAFT

Item #2.

Gmail

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

Online Form Submittal: Public Comments

1 message

noreply@civicplus.com <noreply@civicplus.com> Mon, May 18, 2026 at 9:34 PM
Reply-To: noreply@civicplus.com
To: ccopeland@juno-beach.fl.us, dhalpern@juno-beach.fl.us, ddavis@juno-beach.fl.us, service@tgjustice.com, dsantilli@juno-beach.fl.us, sshaw@juno-beach.fl.us, mfraser@juno-beach.fl.us

Public Comments

Public Comments for Town Council and Planning & Zoning Board Meetings

Please use the form below to submit comments for Town Council Planning and Zoning Board Meetings. All Public Comments must be submitted by Noon on the day of the scheduled meeting. All information you submit will become a permanent record of the Town, accessible to anyone who wants to see it. If you should have any questions, please contact the Town Clerk's Office at 561-656-0316.

First Name	Debra
Last Name	Levulis
Address	401 Sunset Way Juno Beach Fl
Email Address	johndeb642@gmail.com
Agenda Item Number (Ex: 1, 2, 3)	14
Public Comment / Question	Holding a closed work session with only town council members to discuss town zoning must include the public in the workshop meetings. Please schedule these workshops to include our townspeople during the months when most residents are in town. Using these workshops to gain consensus on our town issues should be open to the public and not because there are three new council members that need to get on the same page. Sunshine Laws!

Email not displaying correctly? View it in your browser.

Item #2.

Gmail

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

Online Form Submittal: Public Comments

1 message

noreply@civicplus.com <noreply@civicplus.com> Tue, May 19, 2026 at 8:08 PM
Reply-To: noreply@civicplus.com
To: ccopeland@juno-beach.fl.us, dhalpern@juno-beach.fl.us, ddavis@juno-beach.fl.us, service@tgjustice.com, dsantilli@juno-beach.fl.us, sshaw@juno-beach.fl.us, mfraser@juno-beach.fl.us

Public Comments

Public Comments for Town Council and Planning & Zoning Board Meetings

Please use the form below to submit comments for Town Council Planning and Zoning Board Meetings. All Public Comments must be submitted by Noon on the day of the scheduled meeting. All information you submit will become a permanent record of the Town, accessible to anyone who wants to see it. If you should have any questions, please contact the Town Clerk's Office at 561-656-0316.

First Name	Jay
Last Name	Brandli
Address	1055 Ocean Dr
Email Address	jwbrandli@gmail.com
Agenda Item Number (Ex: 1, 2, 3)	Unknown
Public Comment / Question	Please consider formally defining Town interactions with 501 (c) (3) charitable organizations, who supplement Town functions financially or with in kind donations of equipment or materials.

Email not displaying correctly? View it in your browser.

TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #: Lake Petition - Ice Cream Truck **DATE:** 5.20.26

NAME: Kay Brayden **PHONE NO.:** 617-913-2614

REPRESENTING (IF APPLICABLE): Lake Community Ice Cream Truck Civic Association

ADDRESS: 433 Juno Dunes Way

CHECK WHAT MAY APPLY:

- ☐ SUPPORT
- ☐ OPPOSE
- ☒ I WISH TO SPEAK

TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #: 10 DATE: 5/20/20

NAME: Marll Stalkiewicz PHONE NO.: 917 6605727

REPRESENTING (IF APPLICABLE):

ADDRESS: 401 Seaside Ln

CHECK WHAT MAY APPLY:

☐ SUPPORT ☑ OPPOSE ☐ I WISH TO SPEAK

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459

chen moore and associates

January 2, 2025

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

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

Subject: **Proposal for the Town of Juno Beach**
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. O24.0769 / 24-0000.P0101

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

The CMA planning team has established a strong professional reputation in Palm Beach County as a local company that is deeply rooted in the community. CMA has provided planning services to several coastal municipalities, including the Village of Tequesta (since 2010), Village of North Palm Beach (since 2016), City of Lake Worth Beach (since 2015), Town of Manalapan (since 2010), and Town of Palm Beach (since 2023).

Additionally, the CMA planning team has a history of collaborating with the Treasure Coast Regional Planning Council (TCRPC) on charrettes, code revisions, and the implementation of land development regulations. As examples of our experience with TCRPC, we recently completed an extended project with Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.

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The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING

Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following Code Items and Tasks:

Summary of Items, Tasks and Fees

No.	CODE ITEMS	TASKS	FEE ($)
1	TECHNIQUE FOR SOUND AND SLOW GROWTH	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
2	LANDSCAPE REQUIREMENTS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
3	FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
4	SIGN REGULATIONS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
5	TOPOGRAPHICAL FEATURES	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
6	WALL AND FENCE	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
7	EXTERIOR LIGHTING SPILLOVER	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
		TOTAL	$62,950

Note: The above Code Items and Tasks do Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

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chen moore and associates

Detail Description of Items and Tasks

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

2.1. TECHNIQUE FOR SOUND AND SLOW GROWTH: Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.

2.2. LANDSCAPE REQUIREMENTS: Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.

2.3. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.

2.4. SIGN REGULATIONS: Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.

2.5. TOPOGRAPHICAL FEATURES: Consultant will research the existing topographic features, the excavation permit process, and the associated fill requirements and impacts.

2.6. WALL AND FENCE: Consultant will review the existing for walls and fences code and research code language from coastal municipalities, including the Town of Palm Beach, Village of Tequesta, and Village of North Palm Beach.

2.7. EXTERIOR LIGHTING SPILLOVER: Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code

The Consultant will conduct the following Land Development Code Amendments:

3.1. TECHNIQUE FOR SOUND AND SLOW GROWTH: The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

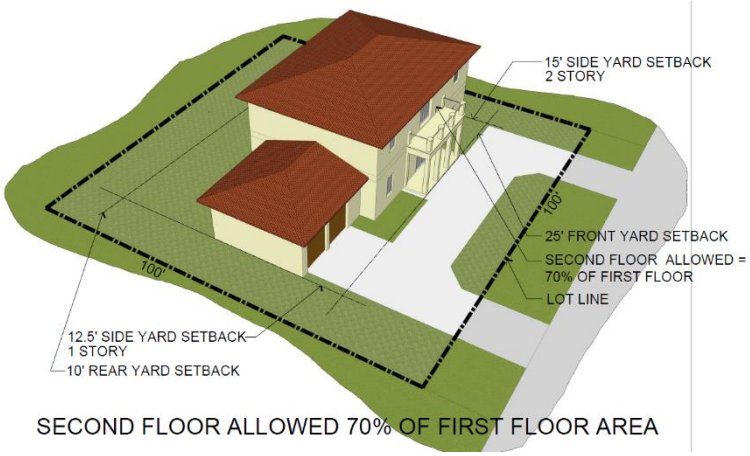
3.2. LANDSCAPE REQUIREMENTS: The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species. *The CMA team includes certified landscape architects and arborists with in-depth knowledge of invasive species, Palm Beach County code and Florida natives that will write a code based on best practices and in compliance with Florida Statutes.*

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3.3. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: The Consultant will prepare amendments to the Land Development code that address massing, size, scale, and height. The subject amendment may include the preparation of graphics to demonstrate the proposed land development code regulations.

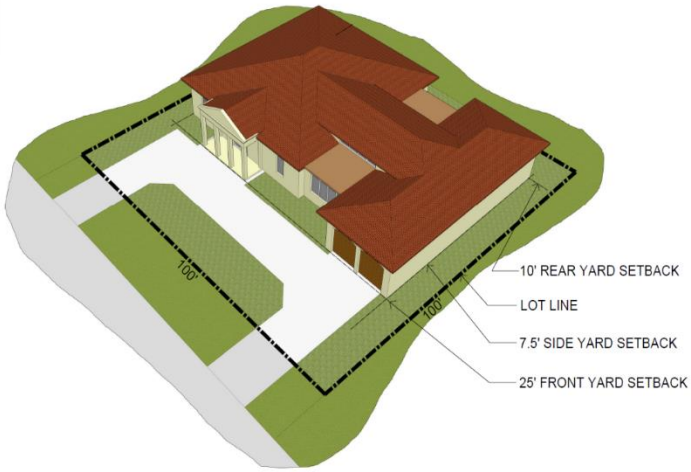
The CMA Planning team is proficient in 3D CAD renderings to showcase graphically the different options in terms of volumes and massing for single family residences that will facilitate a visual understanding and build consensus.

The following graphics were prepared for the Town of Palm Beach to address volume, massing, FAR, cubic ratio, off street parking and setbacks for single residential homes in relationship to lot coverage and open space for 1 and 2-story homes.



SECOND FLOOR ALLOWED 70% OF FIRST FLOOR AREA

ONE STORY REGULATIONS
INCENTIVE 50-7.5



50% LOT COVERAGE / 7.5' SIDE SETBACK

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3.4. SIGN REGULATIONS: The Consultant will prepare amendments to the Land Development Code that address sign regulations. The subject amendment will include the preparation of graphics to demonstrate the proposed sign code regulations. Our planning team is proficient in code language regarding sign codes including temporary and permanent, *we prepared sign code amendments for a number of municipalities including Town of Manalapan, Village of Tequesta and others. Also, we wrote a new sign code for the City of Westlake, a new municipality in Palm Beach County. This subject sign code includes definitions and graphics to reflect the requirements and clarify the text.*

3.5. TOPOGRAPHICAL FEATURES: The Consultant will prepare amendments to the Land Development Code to address current topographical features, the installation of fill, and excavations. *The CMA team includes civil engineers that are experienced in permitting and related code language.*

3.6. WALL AND FENCE: The Consultant will prepare amendments to the Land Development Code to update the existing walls and fences. Our planning team is proficient in code language regarding walls and fences.

3.7. EXTERIOR LIGHTING SPILLOVER: The Consultant will prepare amendments to the Land Development Code to establish lighting criteria aimed at limiting intrusive lighting and light spillover from residential properties. *The CMA team includes electrical engineers with expertise in lighting requirements.*

Task 4. Public Workshops

- Consultant will conduct workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of each Code Item, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **$62,950**. The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

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Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

Attachment(s):
Exhibit A – Work Authorization
Exhibit B – Rate Schedule
Exhibit C – Juno Beach – Ranking of Items List (Town Staff Update from 10-24-24)
Exhibit D - November 14, 2024 - Zoning Code Text Amendment Proposal
Exhibit E - Nilsa Zacarias, AICP, Summary Resume
Exhibit F - CMA General Services and Planning Services Flyer

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Jupiter, FL 33458
Office: +1 (561) 401-9459

chen moore and associates

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Client Name: **Town of Juno Beach**
Client Contact: **Mr. Frank Davila**
Client Address: **340 Ocean Drive; Juno Beach, FL 33408**
Client Phone/Fax: **(561) 586-1634**
Client E-mail: fdavila@juno-beach.fl.us
CMA Proposal No. O24.0769 / 24-0000.P0101
Agreement Date: January , 2025
FEE: Lump Sum for Professional Services is **not to exceed $62,950.** The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

RETAINER: N/A

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of the current Continuing Services Contract. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

Town of Juno Beach (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

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chen moore and associates

EXHIBIT "B"
(Rate Schedule)

2023/2024 Hourly Rate Schedule

Labor Category	Hourly Rate
President	$550
Principal	$400
Principal Engineer	$300
Senior Engineer	$210
Project Engineer	$185
Associate Engineer	$130
Engineer	$120
Principal Landscape Architect	$230
Senior Landscape Architect	$165
Project Landscape Architect	$125
Associate Landscape Architect	$110
Senior Landscape Designer	$110
Landscape Designer	$95
Principal Planner	$240
Senior Planner	$140
Project Planner	$110
Associate Planner	$95
Senior Project Manager	$260
Senior Environmental Scientist	$160
Senior Designer	$160
Designer	$120
Senior Technician	$110
Technician	$100
Senior Construction Specialist	$150
Construction Specialist	$100
Administrative Staff	$100
Intern	$70

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EXHIBIT "C"
Juno Beach Status of To-Do List

1	Techniques for sound and slow growth	Council requested for staff to research planning techniques to promote slow growth and sound development in Juno Beach. Staff's recommendations include parking, landscaping, setback/lot coverage, incentives for certain uses, elimination of *combination* of Architectural styles in our current code.
2	Landscape Requirements	Council requested for staff to benchmark the entirety of the Town's landscape requirements with Palm Beach Gardens, and other communities. (discussed at Oct. P&Z Board meeting).
3	Floor Area Ratio / Volume and Massing of Single-Family dwellings.	Council requested for staff to have a consultant review and benchmark other communities for mass, size, scale, height, building area regulations, wall treatment, 2nd floor area, floor area ration, cubic ratio, off-street parking for single family homes, and to specifically benchmark the city of Lake Worth Beach, North Palm Beach and Palm Beach.
4	Sign Regulations	Staff initiated – The Town's sign code was last amended in 2006, with the changes in state legislature, some of our codes cannot be enforced effectively. Any amendments will require a legal review of the proposed language, this was planned to be addressed with a consultant.
5	Topographical Features	Council requested for staff to work with a consultant to review the Town's Code regarding current topographical features, the installation of fill and excavations.
6	Wall and Fence	Council requested for staff to have a consultant review this section of the code. Most recently, council directed staff to discuss this item again without the need of a Geotechnical Engineer.
7	Exterior Lighting Spillover	Discussion – as part of the Planning and Zoning Board's 2024 Topics, they wish to discuss limiting intrusive, spillover lighting from family residences. Previously, in January 2024, Town Council directed staff to proceed with the addition of a code section to address exterior lighting on residential housing and to not include a reference chart with foot candle criteria. At the March 2024 P&Z meeting, the Board requested for staff to work with an Engineer on creating lighting criteria, this was planned to be addressed with a consultant.

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EXHIBIT "D"

November 14, 2024 - Zoning Code Text Amendment Proposal
November 14, 2024

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

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

Subject: **Proposal for the Town of Juno Beach**
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. O24.0769 / 24-0000.P0101

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

The CMA planning team has established a strong professional reputation in Palm Beach County as a local company that is deeply rooted in the community. CMA has provided planning services to several coastal municipalities, including the Village of Tequesta (since 2010), Village of North Palm Beach (since 2016), City of Lake Worth Beach (since 2015), Town of Manalapan (since 2010), and Town of Palm Beach (since 2023).

Additionally, the CMA planning team has a history of collaborating with the Treasure Coast Regional Planning Council (TCRPC) on charrettes, code revisions, and the implementation of land development regulations. As examples of our experience with TCRPC, we recently completed an extended project with

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Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.
The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING
Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES
The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following tasks:

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

2.8. TECHNIQUE FOR SOUND AND SLOW GROWTH: Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.

2.9. LANDSCAPE REQUIREMENTS: Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.

2.10. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.

2.11. SIGN REGULATIONS: Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.

2.12. TOPOGRAPHICAL FEATURES: Consultant will research the existing topographic features, the excavation permit process, and the associated fill requirements and impacts.

2.13. WALL AND FENCE: Consultant will review the existing for walls and fences code and research code language from coastal municipalities, including the Town of Palm Beach, Village of Tequesta, and Village of North Palm Beach.

2.14. EXTERIOR LIGHTING SPILLOVER: Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code
The Consultant will conduct the following Land Development Code Amendments:

3.8. TECHNIQUE FOR SOUND AND SLOW GROWTH: The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives

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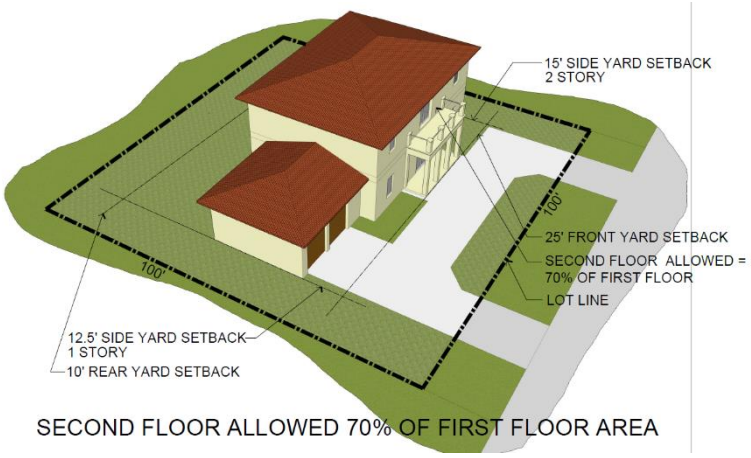
for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

3.9. LANDSCAPE REQUIREMENTS: The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species. *The CMA team includes certified landscape architects and arborists with in-depth knowledge of invasive species, Palm Beach County code and Florida natives that will write a code based on best practices and in compliance with Florida Statutes.*

3.10. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: The Consultant will prepare amendments to the Land Development code that address massing, size, scale, and height. The subject amendment may include the preparation of graphics to demonstrate the proposed land development code regulations.

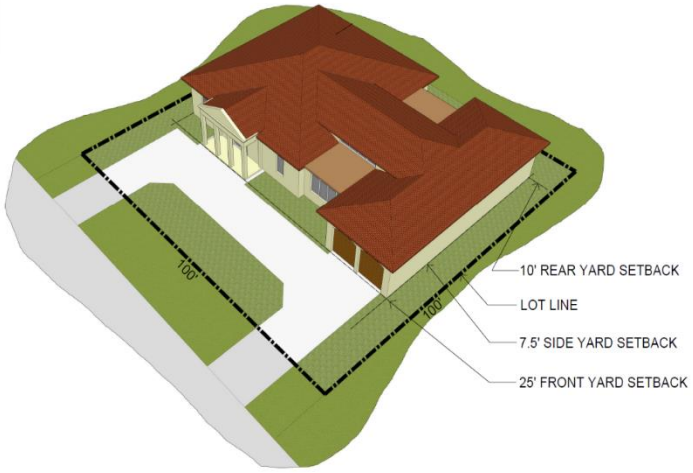
The CMA Planning team is proficient in 3D CAD renderings to showcase graphically the different options in terms of volumes and massing for single family residences that will facilitate a visual understanding and build consensus.

The following graphics were prepared for the Town of Palm Beach to address volume, massing, FAR, cubic ratio, off street parking and setbacks for single residential homes in relationship to lot coverage and open space for 1 and 2-story homes.



SECOND FLOOR ALLOWED 70% OF FIRST FLOOR AREA

ONE STORY REGULATIONS
INCENTIVE 50-7.5



50% LOT COVERAGE / 7.5' SIDE SETBACK

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3.11. SIGN REGULATIONS: The Consultant will prepare amendments to the Land Development Code that address sign regulations. The subject amendment will include the preparation of graphics to demonstrate the proposed sign code regulations. Our planning team is proficient in code language regarding sign codes including temporary and permanent, *we prepared sign code amendments for a number of municipalities including Town of Manalapan, Village of Tequesta and others. Also, we wrote a new sign code for the City of Westlake, a new municipality in Palm Beach County. This subject sign code includes definitions and graphics to reflect the requirements and clarify the text.*

3.12. TOPOGRAPHICAL FEATURES: The Consultant will prepare amendments to the Land Development Code to address current topographical features, the installation of fill, and excavations. *The CMA team includes civil engineers that are experienced in permitting and related code language.*

3.13. WALL AND FENCE: The Consultant will prepare amendments to the Land Development Code to update the existing walls and fences. Our planning team is proficient in code language regarding walls and fences.

3.14. EXTERIOR LIGHTING SPILLOVER: The Consultant will prepare amendments to the Land Development Code to establish lighting criteria aimed at limiting intrusive lighting and light spillover from residential properties. *The CMA team includes electrical engineers with expertise in lighting requirements.*

Task 4. Public Workshops

- Consultant will conduct two (2) workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of this subject proposal, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **$74,550.00**.
Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,

Nilsa Zacarías

CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

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EXHIBIT "E"
Nilsa Zacarias, AICP, Summary Resume

Nilsa Zacarias, AICP
Director of Planning

Hire Date
07/27/2009
Years with other firms: N/A

Education
Master of Community and Regional Planning Minor in Housing, Iowa State University, Fulbright Scholar, Bachelor of Architecture, Catholic University Asuncion, Paraguay

Professional Affiliations
Fulbright Alumni Association
Palm Beach County Planning Congress
Planning & Zoning Commission, Town of Jupiter

Certifications
Certified Planner by the American Institute of Certified Planners (AICP)

Presentations at Conferences
Protecting Community Character: Lessons Learned American Planning Association Florida Chapter Conference (FAPA), Tampa, Florida – September 2024 (upcoming)

Chair of Affordable Housing Symposium: Solutions and Strategies. Palm Beach County Planning Congress-West Palm Beach, Florida-April 2024

Inclusive and Equitable Public Open Spaces. American Planning Association Florida Chapter Conference (FAPA), Jacksonville, Florida – September 2023

Nilsa Zacarias, AICP is CMA's Principal Planner. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Public Engagement, Land Development Regulations, Annexations, Master Plans, Neighborhood Plans, Design Guidelines, Development Review & Processing, and others. She has an in-depth knowledge of Florida Statutes requirements.

Project Experience

General Planning Services, Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. Since its incorporation in 2016, CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations t o be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

General Planning Services, Land Development Regulations, Comprehensive Plan Amendments, Village of Tequesta- Since 2010 provided planning services including EAR-based Comprehensive Plan Amendments, LDR amendments (writing code language to create overlays, Parking regulations, updating definitions, and others); Site Plan Reviews (DRC Meetings, Staff Reports, meetings with developers); presentations at workshops, hearings at P&Z Board and Village Council meetings; Annexations studies and analysis with public outreach; community outreach and vision for a Parks Master Plan and Design Guidelines.

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) - Village of North Palm Beach - CMA updated the Village of North Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.) and updates to reflect changes in the Village's trends, vision and demographics.

Urban Design, LDRs, EAR- based Comprehensive Plan Text Amendments, and Neighborhood Plans, City of Lake Worth Beach . Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

EAR based Comprehensive Plan Update, City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

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Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Design Guidelines, Public Participation and Zoning Code Amendment, Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Public Participation Program, Parks Master Plan "Our Parks Our Values" – Village of Tequesta
CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.

GIS Mapping, 2050 Long Range Transportation Planning (LRTP), Treasure Coast Regional Planning Council
This project involved policy analysis and considerations for 107 TOD stations located in Palm Beach County including land uses, demographics and market studies. The CMA planning team prepared GIS maps and data tables based on ARC GIS Business Analyst to be used in the transit and roadway modeling of the 2050 Long Range Transportation Planning (LRTP) prepared by the Palm Beach Transportation Planning Agency's (TPA), and Treasure Coast Regional Planning Council. The purpose of this work order was to analyze the development capacity surrounding the potential transit stations along the 561 corridors countywide in Palm Beach County. The analysis identified the existing and potential residential units and non-residential square footage of each station, factoring in desired station typology and land use regulations and entitlements. CMA was contracted by the Treasure Coast Regional Planning Council to conduct this study. The existing conditions analysis and mapping for the 107 TOD station included 1,926 GIS maps (Age of Structures, Assessed Value of Improvements, Taxable Value, Density, FAR, NAICS, MAZ, property acreage and others). Once the key sites for redevelopment were identified, CMA prepared 107 GIS maps showcasing the potential capacity of the subject sites.

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EXHIBIT "F"
CMA General Services and Planning Flyers



CIVIL ENGINEERING



TRANSPORTATION ENGINEERING



ELECTRICAL ENGINEERING



LANDSCAPE ARCHITECTURE & PLANNING



ENVIRONMENTAL



CONSTRUCTION MANAGEMENT

OUR SERVICES

Founded in 1986, Chen Moore and Associates, Inc. (CMA) specializes in civil engineering, water resources, water and sewer, landscape architecture, irrigation, planning, electrical engineering, transportation, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients.

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Euclid Road Streetscape Master Plan, Miami Beach, FL



3D Visioning Rendering Phase 1, City of Lake Worth Beach, FL



Community Participation, Parks Master Plan, Village of Tequesta, FL

PLANNING

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Land use planning is about community building, it is integral to the sustainable development of cities and towns. It involves looking at how land should be used, ranging from green space to residential areas, commercial and industrial sites. Land-use planning takes place within the framework of local zoning laws, state and federal regulations; and careful planning aims to preserve the environment, promote social gatherings, enhance communities, and support transportation, industry, and economic development. CMA provides long range and current planning services by focusing on sustainable principles with unparalleled graphic skills and superior analytical capabilities to local governments, communities, and private sector clients throughout Florida.

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OUR PLANNING SERVICES INCLUDE:

Long Range Planning

- Sustainable Comprehensive Plan & Text Amendments
- Neighborhood Plans
- Land Development Regulations & Zoning Codes
- Evaluation and Appraisal Reviews
- Annexation Plans & Processing

Current Planning

- Development Applications & Approvals
- Site Plan Designs & Reviews
- Technical Reports

Community & Neighborhood Involvement

- 24/7 Open Community Forums
- Vision & Master Plans
- Design Charrettes
- Neighborhood Participation & Plans

Graphics and Geographic Information System (GIS)

- GIS Maps
- 3D Computer Rendering/ Conceptual Design/CAD

WE PLAN AND DESIGN MEMORABLE PLACES



Mixed-Use District, 3D Visioning Rendering Phase 2, City of Lake Worth Beach, FL



Currie Park Phase I - Visioning, Public Participation, West Palm Beach, FL



Beach Road Corridor, Design Guidelines, Village of Tequesta, FL

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PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 3rd day of March, 2025, by and between the **Town of Juno Beach**, a Florida municipal corporation ("Town") and **Chen Moore & Associates, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Town solicited quotes for Planning Services to assist the Town with revisions to the Town's Zoning Code; and

WHEREAS, the Town wishes to retain the services of Consultant, and Consultant has agreed to provide Planning Services to the Town in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND COMPENSATION. The Consultant shall provide Services to the Town pursuant to its detailed Proposal dated January 2, 2025, which is incorporated herein by reference. The Town shall compensate Consultant for services performed in accordance with the tasks and corresponding fees outlined in the Proposal, with the additional tasks billed at the hourly rates set forth in the Proposal. Consultant shall undertake no more than three (3) specific tasks at any given time and shall receive approval from the Town Manager or designee prior to commencing any specific task.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the execution of this Agreement by the Town and shall continue until all tasks approved by the Town are completed or either party terminates this Agreement as set forth herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Upon direction from the Town Manager, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or

Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: INVOICES. Consultant shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. Consultant, its officers, employees, and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE.

a. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$500,000 per occurrence
Worker's Compensation	$ statutory limits

b. The commercial general liability and automobile policies will name the Town as an additional insured and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

c. Consultant hereby waives any and all rights to subrogation against the Town, its officers, employees, and agents 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 Consultant 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Town and the Consultant agree that the Town shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Juno Beach
Attn: Town Manager
340 Ocean Drive
Juno Beach, FL 33408

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.
Attn: Nilsa Zacarias, AICP
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 25: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County

ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 29: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Town upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Town accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Town to perform the service.

b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF JUNO BEACH AT: (561) 656-0316;

CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

SECTION 32: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 33: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Town shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Town has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

TOWN OF JUNO BEACH:

By: _____
Frank Davila, Interim Town Manager

ATTEST:

By: _____
Caitlin Copeland-Rodriguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Leonard G. Rubin, Town Attorney

CONSULTANT:
CHEN MOORE & ASSOCIATES, INC.

By: _____
Print Name: Jason McClair
Title: 03/03/25

Provided by Vice Mayor Davis (5/20/26)



Provided by Vice Mayor Davis (5/20/2026)



INFRASTRUCTURE

(Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge)

GOAL: ~~Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Town; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) ensure the health, safety and welfare of Town residents.~~

From Town of Palm Beach: (p.171)The Infrastructure Element of the Town of Juno Beach Comprehensive Plan has been developed based upon the identification and analysis of the appropriate public facilities and their service areas, design capacities, and the ability to maintain standards required by Federal, State, County and Town regulations, all provided within each Sub-Element. This Element provides the framework necessary to ensure adequate public facilities and services are available for the current and future residents of the Town of Juno Beach. The Infrastructure Element is comprised of the Sub-Elements for Drainage (Stormwater Management), Potable Water, Sanitary Sewer, and Solid Waste. The Town of Juno Beach contains no significant Natural Groundwater Aquifer Recharge Area. Irrespective, specific standards and governmental actions geared to stabilizing water table levels in surficial deposits are addressed in the Potable Water Element.

Objective 1: To ensure concurrency through the land development permitting ~~approval~~ process, prior to ~~at~~ the time a building permit is issued, and to ensure adequate public facility capacity is available or will be available, at the time of occupancy.

Policy 1.1: Public facility Level of Service (LOS) standards, as displayed on TABLE 2, are hereby adopted and shall be used as the basis for estimating the availability of capacity needed prior to approval and demand generated by a proposed development project.

Policy 1.2: All development and/or redevelopment activities may only ~~shall~~ be undertaken if there is capacity to meet the ~~in a manner consistent with~~ adopted LOS standards.

Policy 1.3: The Planning & Zoning Department and Public Works Department shall, in cooperation with public utility service providers, develop procedures to update facility demand and capacity information prior to ~~as~~ development permits being ~~are~~ issued.

Policy 1.4: Unless specifically permitted by Palm Beach County Environmental Control Rule #1, prohibit the installation of additional septic tank systems within the

Town and require all new developments to be served by a central wastewater system.

Policy 1.5: Prohibit the installation of new wells for potable water use. However, replacement or repair of existing wells for this purpose shall be permitted until such time requirements are established to connect into a central system. Require all new developments to be served by a central potable water system.

Policy 1.6: As part of site plan review, the Town shall require applicants to obtain written comments from applicable potable water, sanitary sewer, stormwater, and solid waste service providers. Prior to issuance of a certificate of occupancy, the Town may require evidence that required utility improvements have been accepted by the appropriate provider and that developer obligations have been satisfied.

Policy 1.6a: Consistent with health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new developments no later than the issuance by the Town of a Certificate of Occupancy (CO) or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the applicant shall provide proof to the Town ~~shall consult with~~ the appropriate water utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of the Town's Certificate of Occupancy or its functional equivalent. ~~The Town may meet the concurrency requirement for sanitary sewer through the use of on-site sewage treatment and disposal systems approved by the Department of Health to serve new development.~~

TABLE 2

LEVEL OF SERVICE STANDARDS

POTABLE WATER

The Town has established minimum commitments of water supply for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

Jupiter Water Department Service Area:

- 153 gallons per day per capita (residential)
- 100 gallons per day/1000 square feet (commercial/industrial)

Seacoast Utility Authority Service Area:

- 189 gallons per day per capital (all uses)

Potable water service areas are more clearly outlined in Figure 5.1

SANITARY SEWER

The Town has established minimum commitments of sanitary sewer levels of service for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

Loxahatchee River District (LRD):

- 150 gallons per capita per day

Seacoast Utility Authority:

- 107 gallons per capita per day

Sanitary sewer service areas are more clearly identified in Figure 5.2.

Individual Systems:

Average Day Sewage Generation Rate

One (1) septic tank per lot based on a minimum lot criteria established in Palm Beach County Environmental Rule #1.

The use of existing, properly constructed and functioning septic tank systems within the Town is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment according to State Water Quality Standards (Chapter 62-302, FAC for surface water, Chapter 62-520, FAC for groundwater and Chapter 64E-9, FAC for bathing places) and that public health standards are endangered, septic tank systems causing the situation will be repaired or replaced.

When a central sanitary sewer system becomes available to currently non-serviced areas, or the current septic tank systems fail to meet Water Quality Standards and endanger the public health, hook-up to the central system shall be required; and, the Palm Beach County LOS Standard of 100 gallons per capita per day shall be the standard implemented.

STORMWATER MANAGEMENT

Design Storm
(in existing developed areas)

Level of Service (LOS)

Northern/Southern Drainage Areas:	Five (5) year frequency, 24 hour duration (one-day); rainfall intensity curve.
Central Drainage Area:	Three (3) year frequency, 24-hour duration (one-day); rainfall intensity curve.

Design Storm (for future development of existing vacant areas)
The Town is implementing higher LOS standards in light of increased rainfall intensity, sea level rise, higher groundwater elevations, king tides, compound flooding and vulnerability assessment findings

Northern/Southern Drainage Areas:	Level of Service (LOS)
1.99 acres & Below	Ten (10) ~~Five (5)~~ Year Frequency, ~~24 hour duration~~ 72 hour duration (3 Day) ~~(1 Day)~~; rainfall intensity curve.
2.0 – 5.99 Acres	Ten (10) ~~Five (5)~~ Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.
6.0 – 9.99 Acres	Ten (10) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.
10.0 Acres + (or any public drainage Or redevelopment project)	Twenty-five (25) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

Central Drainage Area:	Level of Service (LOS)
1.99 acres & Below	Ten (10) ~~Three (3)~~ Year Frequency, ~~24 hour duration (1 Day)~~ 72 hour duration (3 day); rainfall intensity curve.
2.0 – 5.99 Acres	Ten (10) ~~Three (3)~~ Year Frequency, ~~24 hour duration (1 Day)~~ 72 hour duration (3 day); rainfall intensity curve.
6.0 – 9.99 Acres	Ten (10) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.
10.0 Acres + (or any public Drainage or redevelopment project)	Twenty-five (25) Year Frequency, 72 hour duration (3 Day); rainfall intensity curve.

FLOOD PROTECTION

All Areas: All developments that are wholly within or partially within any flood hazard area shall follow the Floodplain Management Ordinance of the Town of Juno Beach.

WATER QUALITY

The Town shall comply with the South Florida Water Management Districts (SFWMD) requirements for stormwater quality and permitting as may be amended identified under Part IV Chapter 373, Florida Statutes, and Rules Chapter 40E-4, and 40E-40, Florida Administrative Code; and the Florida Department of Environmental Protection water quality standards under Chapter 403, Florida Statutes; and Chapters 62-302 and 62-303, Florida Administrative Code (Florida Department of Environmental Protection), for surface water, groundwater, and potable water, as may be amended.

*Based upon best available information.

Objective 2: To maintain a five (5) year schedule of capital improvement needs, to be updated annually, in conformance with the CAPITAL IMPROVEMENTS element (CIE). Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to provide the appropriate public facilities and the ability to maintain standards required by Federal, State, County and Town regulations. ~~maximize the use of existing facilities; or, (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.~~

Policy 2.1: Existing and potential deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer –Any capital improvements projected to Loxahatchee River District (LRD) or Seacoast Utility Authority sanitary sewer system located within the corporate limits of the Town of Juno Beach shall be listed and identified in the Capital Improvement Plan within the CIE.

Solid Waste – The program for centralized collection of ~~toxic~~ household and commercial wastes shall be maintained. Encourage recycling programs and Continue to request that the Solid Waste Authority of Palm Beach County (SWA) maintain a program for refuse separation and recycling within the Town, including vegetation wastes and bulk pick up.

Stormwater Management –Institute a program of annual inspections of the drainage system throughout Town as a means of monitoring the efficiency of the system. Results of the inspections and other general assessments of the

drainage system serving Juno Beach shall be identified as required in its annual National Pollutant Discharge Elimination System (NPDES) Report. Any deficiencies requiring upgrades or new capital improvements shall be reflected, as appropriate, in the 5-Year Schedule of Improvements.

Potable Water –Any capital improvements projected by the Jupiter Water Department or Seacoast Utility Authority potable water system located within the corporate limits of the Town of Juno Beach shall be listed and identified in the Capital Improvement Plan within the CIE.

Groundwater Aquifer Recharge –Through the occupational license procedure identify ~~and regulate~~ businesses that potentially could pollute the surrounding groundwater supply. Work with Palm Beach County and Florida Department of Environmental Protection to mitigate any pollutant discharges and to ensure that these businesses are permitted appropriately and trained in pollution prevention.

Policy 2.2: A Capital Improvements Coordinating Committee headed by, and appointed by, the Town Manager to include community input with at least one Town Council member and one Planning and Zoning Board member, shall be created for the purpose of evaluating and ranking capital improvements projects proposed for inclusion in the five (5) year schedule of needs. These meetings shall be public noticed and open to the public, including the ability to comment.

Policy 2.3: Guidelines shall be developed to evaluate and rank proposed capital improvement projects using the following priority levels:

Level One – Whether the project is needed to protect health and safety or to meet Federal, State, County or Local requirements. ~~in order to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.~~

Level Two – Whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides services to developed areas currently lacking full service~~, or promotes infill development~~.

Level Three – Whether the project represents a logical extension of facilities and services to benefit our current residents.

Policy 2.4: The Town incorporates the findings of its vulnerability assessment, stormwater master planning, seal level rise data, flood modeling and best available rainfall data into this Infrastructure Element, Capital Improvements Element, Coastal Management Element, Conservation Element, and applicable land development regulations. The findings shall be used to identify vulnerable drainage facilities, stormwater outfalls, roadways, swales, Pelican Lake

facilities, beach access points, sanitary sewer facilities, potable water facilities and other public infrastructure.

Policy 2.5 The Town shall identify stormwater, sanitary sewer, potable water, drainage, outfall, lift station, roadway drainage, and related public infrastructure at risk from sea level rise, saltwater intrusion, coastal flooding, and increased groundwater elevation, and shall update this assessment at least every five years. The Town shall coordinate with applicable utility providers and regional agencies to plan for retrofit, replacement, relocation, or increased resiliency of vulnerable infrastructure.

Policy 2.6 The Town shall maintain a 10-year stormwater capital improvement and resiliency schedule to guide long-term drainage, water-quality, Pelican Lake, outfall, swale, and flood-protection improvements.

Objective 3: To continue to provide solid waste collection services and stormwater management to meet existing and projected future demands.

Policy 3.1: The basic solid waste collection service policy shall consist of the following components:

1. Maintain a high level of service for the residents of the Town with a system that ensures the lowest possible cost to Juno Beach taxpayers relative to the highest level of service.

2. Maintain a public information service in order to keep the citizens of the Town aware of collection schedules and placement of refuse containers, yard clippings, and other special wastes for collection.

3. Require a collection service that best serves the residents of Juno Beach.

4. Develop and maintain regulations that address, but not be limited to, the location of containers and other solid waste to be collected, requirements of residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations~~. to avoid potential health hazards from solid waste being scattered about.~~

Policy 3.2: The basic stormwater management policy shall consist of the following components:

1. Continue routine maintenance of catch basins and conduits.
2. Regulate swale plantings and sodding.
3. Encourage appropriate land use activities in flood prone areas.
4. Protect environmentally sensitive areas by controlling adjacent activities.
5. Provide the use of street sweeping, when necessary.
~~6.~~ Require use of vegetation, mulches, and berms for control of pollutants from construction sites.
7. Enforce the Flood Protection Ordinance to maintain the flooding protection provided by natural features.

8. ~~8.A priority function of Pelican Lake shall be as a stormwater retention lake.~~ 8. Pelican Lake shall serve as a critical component of the Town's stormwater management and resilience system, including stormwater retention, water quality treatment, flood attenuation, and groundwater interaction. The Town shall evaluate and implement improvements to Pelican Lake to address increased rainfall intensity, sea level rise, elevated groundwater conditions, and water quality.

Objective 4: The Town shall periodically evaluate alternative solid waste collection models, including competitive franchise agreements with private haulers, hybrid systems, or continued participation in the Solid Waste Authority system, to ensure cost efficiency, service quality, environmental protection, and resilience. ~~To support the Solid Waste Authority of Palm Beach County as the provider of solid waste disposal services to the Town of Juno Beach in meeting existing and projected future demands.~~

Policy 4.1: ~~Maintain and align the Town's recycling requirements with Florida Statutes, Section 403.706.~~

Policy 4.1: The Town shall implement and maintain a comprehensive recycling and materials management program that meets or exceeds the requirements of Section 403.706, Florida Statutes, and is designed to increase waste diversion, reduce landfill disposal, protect water quality, and minimize environmental impacts to coastal and marine resources.

Policy 4.2 The Town shall establish and periodically update measurable waste diversion and recycling goals, including reduction of landfill-bound solid waste and increased recovery of recyclable materials, consistent with regional and state objectives and best practices.

Policy 4.3 The Town shall require that solid waste and recycling service providers meet performance standards established by the Town, including recycling collection frequency, contamination reduction, reporting requirements, and customer service benchmarks. These standards shall be incorporated into franchise agreements, interlocal agreements, or contracts, as applicable.

Policy 4.4 The Town shall ensure that recycling services are convenient and accessible to all residential and non-residential users, including multifamily, commercial, and public facilities, and shall evaluate opportunities to expand services such as bulk recycling, special waste collection, and public drop-off options.

Policy 4.5 The Town shall implement education, enforcement, and operational measures to reduce contamination in recycling streams, including clear guidance on acceptable materials, periodic audits, and coordination with service providers.

Policy 4.6 The Town shall provide ongoing public education and outreach regarding recycling, waste reduction, and proper disposal practices, with emphasis on reducing litter, marine debris, and improper disposal that may impact stormwater systems, Pelican Lake, and coastal waters.

Policy 4.7 The Town shall promote waste management practices that reduce the potential for debris, plastics, and pollutants to enter stormwater systems, Pelican Lake, and the Atlantic Ocean, including container standards, placement requirements, and enforcement measures to prevent spillage and runoff-related pollution.

Policy 4.8 The Town shall evaluate and, where feasible, implement programs to divert organic materials, including yard waste and food waste, from landfill disposal through composting, mulching, or other beneficial reuse methods.

Policy 4.9 The Town shall encourage or require recycling and proper management of construction and demolition-debris, including separation of recyclable materials, as part of development and redevelopment activities.

Policy 4.10 The Town shall coordinate with the Solid Waste Authority and service providers to obtain data on waste generation, recycling rates, contamination levels, and diversion performance, and shall use this information to evaluate and improve local programs.

Policy 4.11 The Town shall periodically evaluate its solid waste and recycling system, including participation in regional programs and potential alternative service models, to ensure cost efficiency, environmental performance, and consistency with the Town's sustainability and water quality objectives.

Objective 5: To continue to depend on current providers to operate sanitary sewer and potable water facilities to meet existing and projected future demands, unless it is determined that alternative operational mechanisms can be instituted to increase efficiency and quality of service within the Town of Juno Beach.

Policy 5.1: Require a consistent level of service for property owners and residents of the Town by service providers.

Policy 5.2: Require periodic monitoring of rate structures so that the lowest possible cost for established LOS standards results to Town taxpayers and/or residents.

Policy 5.3: Periodically review operational responsibilities in light of developing and maintaining the most efficient service at the most reasonable cost.

Policy 5.3A: [from Tequesta] Annually, during the Town budget process, the Town shall request written assessments from Loxahatchee River District, Seacoast Utility Authority, Jupiter Water Utilities, the Solid Waste Authority, and other applicable service providers identifying system capacity, deficiencies, needed improvements, costs, schedules, and resilience needs for facilities serving the Town of Juno Beach.

Policy 5.4: The use of existing properly constructed and functioning septic systems within the Town may be acceptable. However, when analysis indicates that septic tank

systems are adversely impacting the environment, according to State Water Quality Standards, and public health standards are endangered, septic system causing the situation shall be repaired or replaced.

Policy 5.5 When a central sanitary sewer system becomes available to existing non-sewer areas, or the existing septic systems fail to meet State Water Quality Standards, thereby endangering the public health, connection to the central system shall be required.

Policy 5.6 The Town shall identify any remaining septic systems, abandoned septic systems, vulnerable sewer laterals, and sanitary sewer facilities that may affect groundwater, Pelican Lake, or beach water quality. Where evidence indicates adverse impacts to surface water, groundwater, bathing waters, or public health, the Town shall coordinate with the appropriate agencies and utility providers to require repair, replacement, connection, or corrective action.

Objective 6: To incorporate stormwater drainage regulations into the Subdivision Regulations Ordinance and Comprehensive Zoning Ordinance, where appropriate, which shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

Policy 6.1: The Town shall remain abreast of new stormwater requirements as promulgated by the State and the South Florida Water Management District (SFWMD) and shall revise local policies and regulations, as necessary, to remain consistent with new requirements. The Town shall limit post-development runoff rates and volumes to predevelopment conditions and preserve existing natural drainage features.

Policy 6.2: All redevelopment shall be designed to avoid adverse off-site drainage impacts. Redevelopment shall reduce existing stormwater runoff volume, peak discharge, pollutant loading, and impervious surface impacts compared with pre-redevelopment conditions.

Policy 6.2a: Site plans shall incorporate low-impact development and green infrastructure techniques, where feasible, including pervious pavement, bioswales, rain gardens, tree canopy, native landscaping, reduced impervious surface, soil restoration, and on-site retention or detention to reduce runoff, improve water quality, and increase groundwater recharge.

Policy 6.2b: Protect and preserve water quality by use of construction site Best Management Practices (BMPs) and the incorporation of techniques such as on-site retention, use of pervious surface and native vegetation.

Policy 6.3: Work cooperatively with property owners, when necessary, in the development of erosion control plans where areas experience erosion of shorelines or banks.

Policy 6.4: Review plans for future construction and development for compatibility with the natural landscape qualities and environmental characteristics and habitats existing within the Town.

Policy 6.5: Continue to require the preservation, conservation and priority use of native vegetation in Juno Beach.

Policy 6.6: Cooperate with the adjacent municipalities in an effort to protect and conserve unique vegetative communities that are common to and between jurisdictions.

Policy 6.7: Continue to provide protection of the coastal dune by maintaining regulations and procedures that prevent the deterioration of the vegetation and structural quality of the coastal dune through the Town's zoning regulations.

Policy 6.8: Develop regulations, as necessary and appropriate, that conserve the upland, coastal and wetland vegetative communities existing in Juno Beach.

Policy 6.9: Protect endangered and/or threatened plan and vegetative communities from future development.

Policy 6.10**:** Maintain and enforce land development regulations so that development is planned in accordance with natural characteristics of the land such as slope elevation, drainage patterns and natural vegetation.

Objective 7: To actively participate in potable water supply, water conservation and water reuse programs of the Jupiter Water Utilities Department, Seacoast Utility Authority, and the South Florida Water Management District (SFWMD), on an ongoing and an emergency basis.

Policy 7.1: The Town shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code (F.A.C.), upon declaration of a water shortage emergency by the SFWMD, and reference the Palm Beach County Mandatory Year-Round Irrigation Conservation Measures (Section 3-7) as detailed in 40E-24, F.A.C. for successful implementation.

Policy 7.2: Florida Friendly Landscaping practices shall be promoted and incorporated into development review, and land development regulations where feasible, by the Town when considering all proposals for development and/or redevelopment.

Policy 7.3: The Town shall require or promote, as permitted by law, the use of low volume fixtures when reviewing all building permit applications.

Policy 7.4: Promote and institute and where practical require, water conservation techniques and programs in cooperation with potable water suppliers, the SFWMD and other applicable agencies and jurisdictions such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water,

and others, where feasible. Also, encourage the use of low water use plumbing fixtures in all new buildings or in conjunction with permitted renovations in accord with Florida Water Conservation Act, Section 553.14, Florida Statues and, promote educational programs and other conservation programs instituted by Seacoast Utilities and the Town of Jupiter Water Utilities Department.

Policy 7.5: Encourage construction of water storage facilities consistent with the Town's water suppliers' Water Supply Facilities Work Plans to accommodate and conserve necessary future water needs.

Policy 7.6: Cooperate and coordinate with Seacoast Utility Authority, Jupiter Water Utilities Department and the SFWMD in the preparation and updates to their Water Supply Facilities Work Plans to ensure applicable input of data and information pertinent to those Plans.

Policy 7.7: Every 5 years, the Town shall incorporate necessary 10-Year Water Supply Plan directives.

Policy 7.8: The Town shall encourage its water suppliers to consider revising potable water LOS standards to include residential and non-residential categories.

Policy 7.9 The Town shall support and coordinate with its potable water suppliers to achieve a reduction in per capita potable water use through conservation programs, land development regulations, and public education. The Town shall periodically evaluate water use trends and promote measures to reduce potable water demand, particularly for irrigation.

Policy 7.10 The Town shall promote and, where feasible, require efficient irrigation practices in new development and redevelopment, including limitations on irrigation frequency and duration, use of smart irrigation controllers, soil moisture sensors, and design standards that minimize potable water use.

Policy 7.11 In addition to Florida Friendly Landscaping, the Town shall encourage the use of native and drought-tolerant vegetation and shall evaluate land development regulations to reduce turf areas and high-water-demand landscaping in new development and redevelopment.

Policy 7.12 The Town shall encourage and, where feasible, support the use of alternative water sources for non-potable purposes, including reclaimed water, graywater systems, rainwater harvesting, and other water reuse technologies, particularly for irrigation and outdoor uses.

Policy 7.13 The Town shall coordinate with its potable water suppliers to identify major water users and support voluntary or cooperative water conservation measures, including operational changes, retrofit of water-saving devices, and use of alternative water sources.

Policy 7.14 The Town shall consider water conservation as part of the development review process and may require demonstration of water-efficient design features, including low-flow

fixtures, efficient irrigation systems, and landscaping practices that reduce potable water demand.

Policy 7.15 The Town shall coordinate with its potable water suppliers to support efforts to reduce water loss through system maintenance, leak detection, meter replacement, and improved monitoring of water distribution systems.

Policy 7.16 The Town shall periodically evaluate the effectiveness of water conservation programs and policies and consider additional conservation measures based on changing conditions, including population growth, climate variability, and water supply constraints.

Policy 7.17 The Town shall support policies and programs that reduce outdoor potable water use, including irrigation restrictions, seasonal adjustments, and public education on efficient watering practices.

Objective 8: The Town shall annually, in conjunction with the yearly budget process, evaluate the Town's drainage system to determine whether extension of, or increase in capacity of, drainage facility is necessary to meet future needs.

Policy 8.1**:** The Town shall maintain a 10-year stormwater capital improvement and resilience schedule to guide drainage, flood protection, Pelican Lake, outfall, swale, water-quality, groundwater recharge, and sea-level-rise adaptation projects. The schedule shall be reviewed annually and coordinated with the five-year Capital Improvements Element.

Policy 8.1a: The Public Works department shall inspect the Town's drainage system in accordance with the NPDES program to identify any needs and/or deficiencies.

Policy 8.1b: The Town shall maintain water-quality monitoring for stormwater outfalls and receiving waters, including Pelican Lake, consistent with NPDES requirements, and shall evaluate wet-weather and dry-weather sampling results to identify pollutant sources and prioritize corrective improvements. [from Tequesta]

Policy 8.2: The Town shall continue to monitor the water quality in Pelican Lake and investigate the implementation of a storm event related sampling program to evaluate the effect stormwater quality has on the overall surface water quality and sediments of the lake.

Policy 8.2a: The Town shall coordinate with the Florida Department of Health, Palm Beach County, utility providers, and environmental agencies to investigate beach water-quality exceedances, including enterococcus bacteria. The investigation may include review of rainfall, tides, groundwater seepage, stormwater outfalls, septic systems, sewer laterals, and other potential sources such as

regional discharges including those from Lake Okeechobee. Findings shall be used to prioritize stormwater, sanitary sewer, drainage, beach-management, and public-education improvements through our capital improvements projects and/or to lobby Federal, State and County for appropriations to address what is suspected to be a regional issue.

Policy 8.3: All projects in excess of $25,000.00 shall be submitted to the Capital Improvements Coordinating Committee and scheduled in the annual updates to the CIE of this Plan.

Policy 8.4: Projects as they occur shall be incorporated into the Five Year Schedule of Improvements as presented in the CIE of this Plan.

Policy 8.5: All applicable federal and state regulations shall be reviewed and the appropriate permits shall be obtained prior to the Town authorizing project construction.

Policy 8.6: All improvements for replacement, expansion or increase in capacity of facilities shall comply with the adopted LOS standards identified in Policy 1.1 of this Plan.

Objective 9: The Town shall engage with the SWA to ensure operation and maintenance of waste facilities that meet existing demands and coordinate and administer the extension of, or increase in the capacity of facilities to meet future needs within the Town of Juno Beach.

Policy 9.1**:** The Town shall continually maintain a high level of coordination with the SWA in order to ensure the Town's input to the management of established landfill sites and the purchase/development of any future landfill sites, transfer stations and other alternative methods of solid waste disposal.

Policy 9.2: The SWA shall be responsible for financing needed transfer and disposal facilities to serve the Town.

Policy 9.3: The Town shall actively participate in the review of the SWA's Integrated Solid Waste Management which, is scheduled for updating every three (3) years after adoption.

Policy 9.4: The Town shall continually encourage and work with the SWA to establish priorities for the replacement or correction of existing facility deficiencies and actively participate in the evaluation of future facility needs.

Objective 10: The Town shall adopt and maintain a Ten (10) Year Water Supply Facilities Work Plan (WSFWP).

Policy 10.1: The "Ten (10) Year Water Supply Facilities Work Plan" shall be adopted as part of this INFRASTRUCTURE element of the Town of Juno Beach

Comprehensive Plan. The Town shall amend this Comprehensive Plan and 10-Year Water Supply Facilities Work Plan within eighteen (18) months of a South Florida Water Management District (SFWMD) regional water plan update when approved by their governing board.

Town of Juno Beach "Ten Year Water Supply Facilities Work Plan"

This section of the INFRASTRUCTURE element represents the "Ten (10) Year Water Supply Facilities Work Plan (WSFWP)" for the Town of Juno Beach.

As previously stated, the SFWMD adopted the Lower East Coast Regional Water Supply Plan update in November 2018. Per Section 163.3117 (c)3, Florida Statutes, municipalities and water suppliers must adopt a related WSFWP and supportive amendments to their comprehensive plans.

Municipalities and local suppliers are required to coordinate with the SFWMD in the preparation of their WSFWP in order to identify needed facilities for at least the ten (10) year planning period, confirming that: (1) adequate water supply is available, considering the regional water supply plan; and, (2) infrastructure plans necessary to serve projected need have been prepared.

Specifically, WSFWP comprehensive plan amendments must:

- Demonstrate that the local government has coordinated with the appropriate water management district's regional water supply plan, as well as all water suppliers.
- Ensure that the local government's future land use plan is based upon the availability of adequate water supplies, public facilities, and services.
- ~~Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government issues a certificate of occupancy, and consult with the applicable water supplier prior to approving a building permit to determine whether adequate water supplies will be available to serve new development by the anticipated issuance date of the certificate of occupancy.~~
- The Town shall ensure that adequate potable water supplies and facilities are available to meet the needs of existing residents and approved development, and that no new development or redevelopment is permitted unless sufficient capacity exists or will be provided concurrent with the impacts of that development, consistent with Section 163.3180, Florida Statutes.
- Revise the five-year schedule of capital improvements to include any water supply, reuse and conservation projects and programs to be implemented during the five-year period.

- Revise the Conservation Element to assess projected water needs and sources for at least a ten-year planning period, considering the appropriate regional water supply plan.

- To maintain internal consistency, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the regional water supply plan and regional water supply authorities.

- Clearly define responsibilities for planning, financing, construction and/or operation of the water supply facilities by all entities providing service within its jurisdiction, regardless of ownership responsibility for the individual facilities, including: (1) water supply source, service areas, existing demands and future projects, (2) treatment types and losses, (3) distribution facilities, and (4) bulk sales agreements.

The Town of Juno Beach does not own, operate or maintain potable water distribution system lines within the Town. Water treatment is provided by Seacoast Utility Authority and Jupiter Water Utilities Department. These service areas are outlined in the map/FIGURE 5.1. There are no Town-owned public water wellfields, or treatment and/or storage facilities located within the Town of Juno Beach municipal boundaries. Therefore, there are no "cones of influence" from public water wellfields that must be considered by the Town in the distribution and types of land use applied in Juno Beach. The Town recognizes that groundwater and surface waters are hydrologically connected. The Town shall require that development, redevelopment and infrastructure improvements incorporate measures to prevent, reduce or mitigate pollutant discharges to groundwater and protect groundwater quality.

Aquifer recharge provisions:

As part of the site plan review and land development processes, the Town requires developers to coordinate with the Town's water suppliers' potable water systems being proposed for new developments and provide written confirmation to the Town as part of its technical and site plan review. This is required to provide concurrency and assurance that minimum level of service for potable water is maintained.

All of Juno Beach's population is currently served by Seacoast Utility Authority's and the Town of Jupiter Water Utilities Department's central potable water distribution systems. The entire Town of Juno Beach lies within the Seacoast Utility Authority and Town of Jupiter Water Utilities Department service areas as shown in the map FIGURE 5.1.

The following regional issues were identified in the ~~2018~~ 2024 SFWMD Lower East Coast Regional Water Supply ~~Facilities~~ ~~Work~~ Plan Update' are consistent with those in previous plan updates and continue to influence water supply planning efforts in the LEC Planning Area: ~~1) Fresh water and groundwater are limited: and future withdrawals could have impacts on the regional wetlands, existing legal issues and salt water intrusion. As a result, additional alternative water supplies need to be developed; 2) Surface water allocations from Lake Okeechobee and the Water Conservations Areas are limited in accordance with the Lake Okeechobee Restricted~~

~~Allocation Area (RAA) criteria; 3) Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee; 4) Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law; and, 5) Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.~~ 1) Increased withdrawals from the SAS are limited by the Biscayne Aquifer minimum flow and minimum water level (MFL). LEC Regional Water Availability criteria potential impacts on the regional system wetland pollution and existing legal users as well as the potential for saltwater intrusion of upcoming of relict seawater in the western portion of the planning area; 2) Available water supplies for allocation in eastern Hendry County from the Lower Tamiami Aquifer are constrained by the presence of isolated wetlands and the Lower West Coast Aquifers MFL which is discussed in detail in the '2022 Lower West Coast Water Supply Plan Update (SFWMD 2022a); 3) Specific surface water volumes in eastern Hendry County are identified for the Seminole Tribe of Florida Big Cypress Reservation in addition to a secondary irrigation supply from Lake Okeechobee; 4) Withdrawals from the FAS are expected to increase to meet future demands. Continued monitoring of water levels and water quality in the FAS is necessary to ensure long-term sustainability of the resource; 5) The C-51 Reservoir Phase 1 is envisioned to deliver 35 mgd of stored surface water to several PS utility wellfields to offset increased SAS withdrawals in Broward and Miami-Dade counties; 6) Climate change and sea level rise are increasingly likely to negatively affect the availability of freshwater resources in the LEC Planning Area; and 7) The new Lake Okeechobee System Operating Manual associated with completion of the Herbert Hoover Dike repairs will have effects on water supply and the Lake Okeechobee MFL. These issues are primarily relevant to the Seacoast Utilities and Town of Jupiter Water Utilities as the Town's water suppliers;. However, various conservation techniques are implemented by Juno Beach through

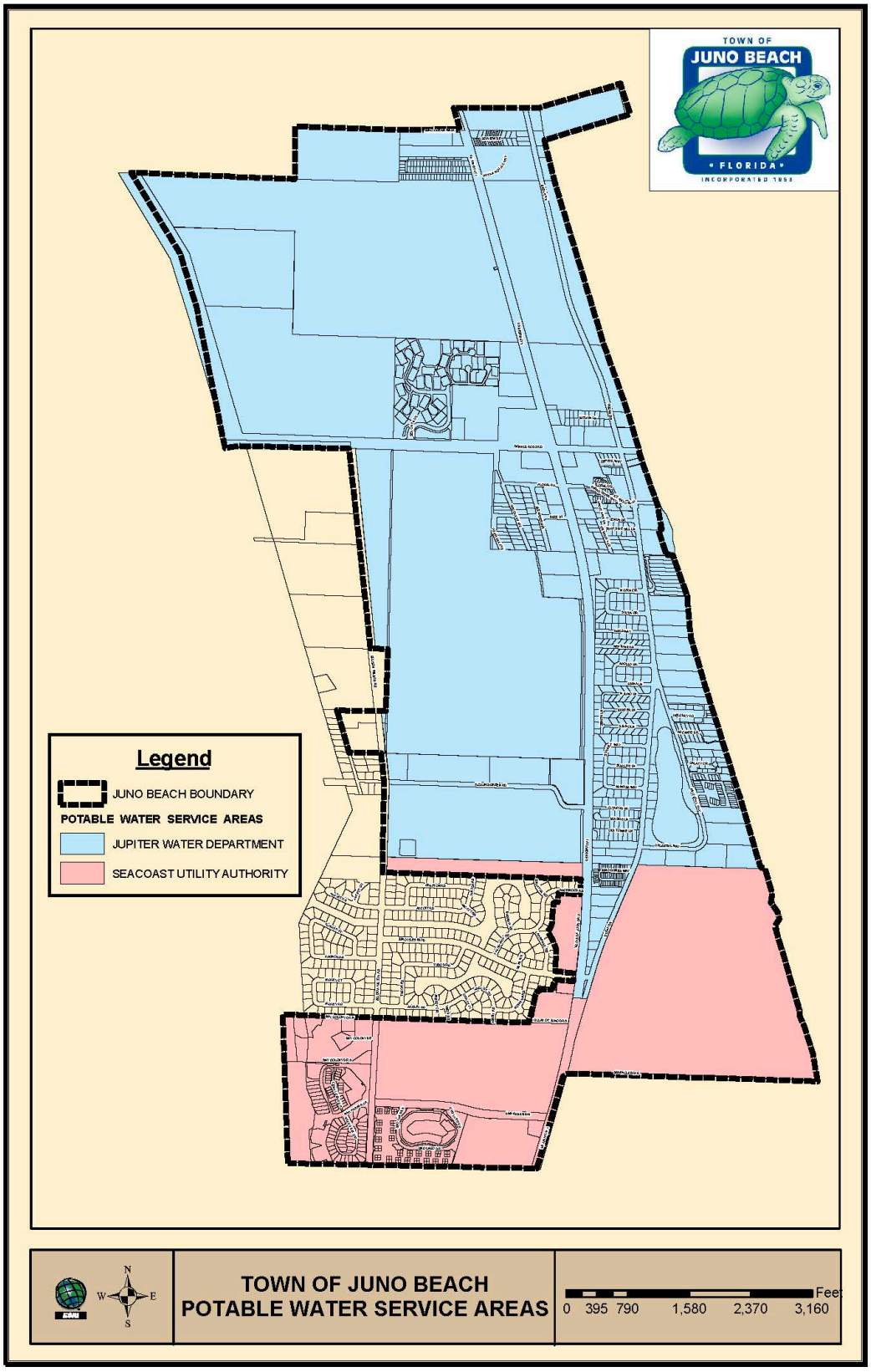

TOWN OF
JUNO BEACH
FLORIDA
INCORPORATED 1953
Legend
JUNO BEACH BOUNDARY
POTABLE WATER SERVICE AREAS
JUPITER WATER DEPARTMENT
SEACOAST UTILITY AUTHORITY
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TOWN OF JUNO BEACH
POTABLE WATER SERVICE AREAS
0 395 790 1,580 2,370 3,160
Feet

Figure 5.1

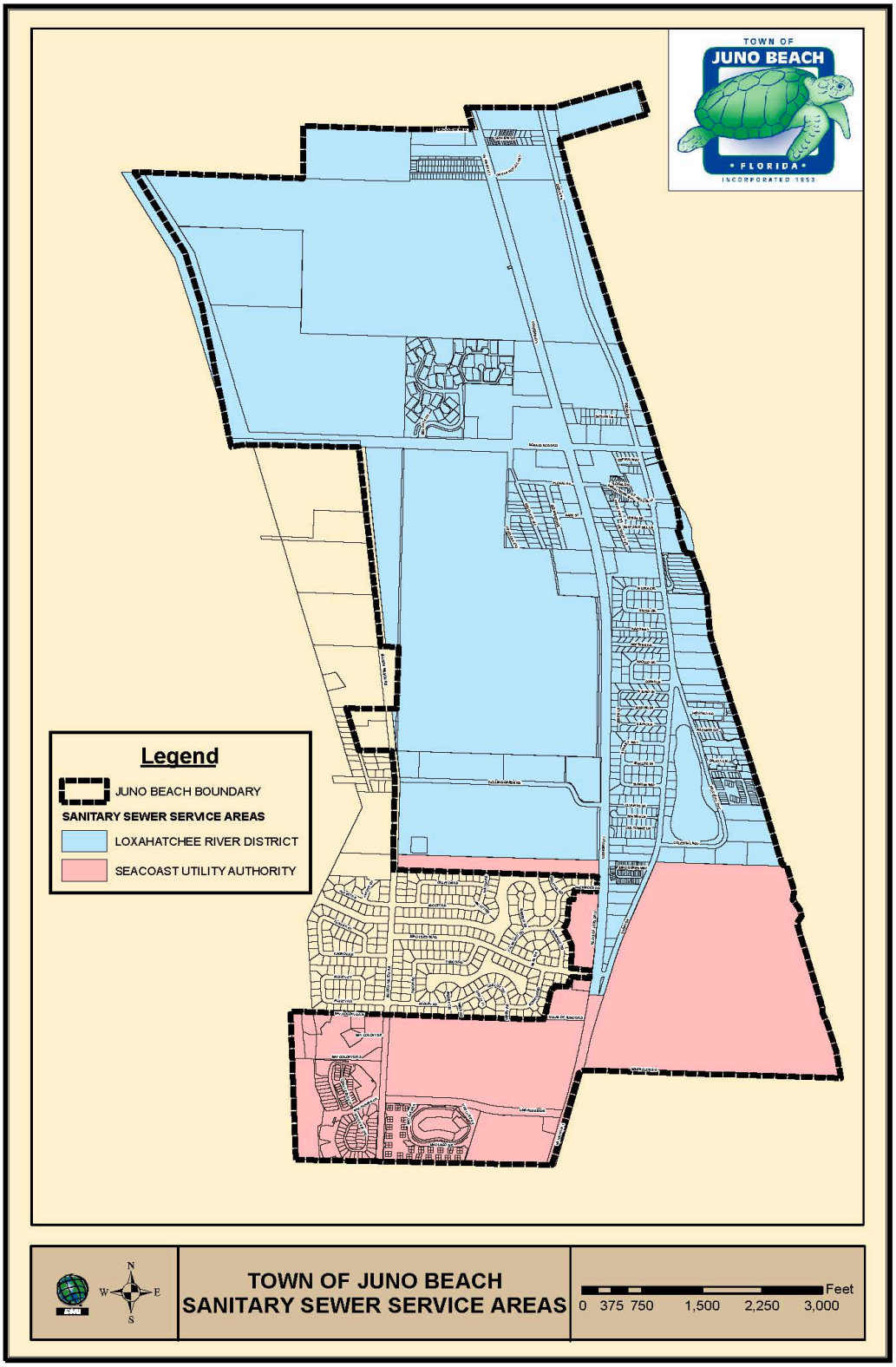

TOWN OF
JUNO BEACH
FLORIDA
INCORPORATED 1953
Legend
JUNO BEACH BOUNDARY
SANITARY SEWER SERVICE AREAS
LOXAHATCHEE RIVER DISTRICT
SEACOAST UTILITY AUTHORITY
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TOWN OF JUNO BEACH
SANITARY SEWER SERVICE AREAS
Feet
0 375 750 1,500 2,250 3,000

Figure 5.2

Water Supply Demand Projections

The Town's potable water LOS is consistent with those established by Seacoast Utility Authority and the Town of Jupiter Water Department. Specifically, those LOS standards are identified below:

Town of Jupiter Water Utilities Department

The Town of Jupiter has established minimum commitments of water supply for residential and commercial/industrial land uses/customers. Those minimum levels of service are:

- 153 gallons per day per capita (residential)
- 100 gallons per day/1000 square feet (commercial/industrial)

Therefore, the Town of Juno Beach has adopted the same level of service for potable water for that area within its corporate limits being served by the Town of Jupiter.

The population being provided potable water service in Juno Beach represents a small percentage of the Town of Jupiter service area population receiving potable water service. In 2020, Juno Beach's population represented only 4.3% of that total, and the percentage is only projected to ~~increase~~ decrease minimally to 4.1% ~~4.35%~~ in year 2035~~0~~ (10-year planning period) and only to ~~4.4%~~ 4.2% through 2045~~0~~. The population projections are shown below as as determined by Palm Beach County population projections for the Total Jupiter service area projections provided by the Town of Jupiter in March 2026. ~~extracted from **Table 3-3** in the "Town of Jupiter 10-Year Water Supply Facilities Work Plan, 2019 Update."~~

Population and Potable Water Demand Projections

	~~2020~~	~~2025~~	~~2030~~	~~2040~~
~~Juno Beach (portion)~~	~~3465 (4.3% of Total)~~	~~3536 (4.3% of Total)~~	~~3653 (4.35% of Total)~~	~~3913 (4.4% of Total)~~
~~Total (Jupiter Service Area)~~	~~79,974~~	~~81,848~~	~~83,953~~	~~89,090~~

	2020	2035	2045	2050
(10-year planning period)		(20-year planning period)		
Juno Beach (portion)	3,858 (4.8% of Total)	4,068 (4.1% of Total)	4,182 (4.1% of Total)	4,255 (4.2% of Total)
Total (Jupiter Service Area)	79,974	99,520	100,814	100,814

It is stated in the "Town of Jupiter 10-Year Water Supply Facilities Work Plan, 2019 Update" that water demand projections for the Town of Jupiter service area through 2040 are based on respective population forecasts and assume that the average gross per capita water demand from 2016 to 2018 remains stable through 2040. The Update also illustrates that the annual average raw water demand does not exceed the annual average day combined raw water allocation of 29.84 MGD through the year 2040. It also illustrates that the design treatment capacity of 30.0 MGD is sufficient through 2040 to meet the daily demand with all treatment units in service. Therefore, by virtue of being calculated as part of the overall Town of Jupiter Water Utilities potable water supply service demands, the Town of Juno Beach potable water supply demands portion of the total Jupiter area demand is being met today, and will continue be met during the 10-year planning period ~~and beyond~~. When planning for the 20-year planning period, staff is relying on the most recent projections from the Town of Jupiter to extrapolate significant changes in demand. At this time, staff does not anticipate any significant change in the Town of Juno Beach demands on the service area that Town of Jupiter provides (an increase from 4.1% to 4.2% between 2045 to 2050) in the service area population that would change the service demand outlook for the Town of Juno Beach.

Seacoast Utility Authority

Presently, raw water is taken from four surficial aquifer wellfields pursuant to an existing SFWMD water use permit that expires in 2032. The permit allocates 240 gallons per capita day (GPCD) raw water sufficiently to yield Seacoast's 189 gpcd finished water level of service (LOS).

Therefore, the Town of Juno Beach has adopted the same potable water LOS for that portion of Juno Beach served by Seacoast Utility.

Information provided by Seacoast Utility indicates that of their total potable water provided and consumed within their service area, Juno Beach properties only consume approximately 2% of the demand. Existing treatment and pumping capacity for the entire Seacoast service area exceeds current build-out demand projections. Therefore, the Juno Beach portion of the demand is being met today and will continue to be met during the 10-year planning period and beyond.

Based on the information provided above, both the adopted Town of Jupiter Water Utilities 10-year Water Facilities Supply Plan and the Seacoast Utility Authority approved Consumptive Use Permit and information provided to the Town, concludes that there are adequate capacities to serve the projected Juno Beach population demand for at least the required 10-year period of this Plan. Neither the Town of Jupiter Water Utilities Department or Seacoast Utility Authority have any planned capital improvements within the corporate limits of the Town of Juno Beach in their 5-year schedules of improvements.

Water Supply Source and Project Identification

As previously identified, central potable water supply is provided to the Town of Juno Beach by both Seacoast Utility Authority and Jupiter Water Department.

Seacoast Utility Authority currently operates two fully interconnected lime softening water treatment facilities with a total treatment capacity of 30.5 million gallons per day (MGD). In 2014, Seacoast completed a $75 million replacement, lime softening capacity with a single centralized 30.5 MGD membrane treatment plant. The facility includes 26.0 MGD of nanofiltration capacity to treat surficial aquifer water sources; 3.5 MGD of low pressure reverse osmosis capacity to treat the more brackish Floridan aquifer water, and 1.0 MGD of surficial aquifer bypass water.

Jupiter Water Utilities Department operates a water system that is fully comprised of membrane water treatment technologies. The treatment system utilizes both Surficial Aquifer (fresh ground water) and Floridan Aquifer (brackish ground water) as its raw water supply. The Surficial Aquifer supply is treated through nanofiltration, while the brackish Floridan Aquifer is processed through reverse osmosis. Each plant is capable of producing one half of the system's 30 MGD rated capacity. There is one plant located within the Town of Juno Beach.

OBJECTIVE 11: The Town shall protect and enhance groundwater resources and aquifer recharge functions to support long-term potable water supply and water quality. (modeled after Palm Beach's comp plan aquifer recharge language)

Policy 11.1 The Town shall protect areas that contribute to groundwater recharge and shall promote land development practices that maintain or enhance natural infiltration and reduce stormwater runoff.

Policy 11.2 The Town shall encourage and, where feasible, require the use of low impact development techniques, including pervious surfaces, bioswales, rain gardens, and retention systems designed to promote infiltration and groundwater recharge.

Policy 11.3 The Town shall protect groundwater quality by requiring best management practices for stormwater, wastewater, and land development activities to prevent, reduce, or mitigate pollutant discharges that may affect aquifers and connected surface waters.

Policy 11.4 The Town shall consider groundwater conditions, aquifer recharge, and potential impacts of development on groundwater resources when evaluating water supply availability and long-term sustainability.

Policy 11.5 The Town shall consider the effects of sea level rise, saltwater intrusion, and elevated groundwater levels on aquifer recharge and potable water supply planning and shall coordinate with regional agencies to address these conditions.

Comprehensive Plan Element Updates

Potable water supply, urban water conservation and reuse are all stressed as important issues of the SFWMD Lower East Coast Water Supply Plan and individual Water Supply Facilities Plans. The following OBJECTIVES and Policies are either contained in, or proposed for inclusion in,

this Comprehensive Plan. They are pertinent to, and directly relate to, the water supply, conservation and reuse issues. They are identified by the Comprehensive Plan element herein.

FUTURE LAND USE

Policy4.2: The Town shall
require coordination with the Town of Jupiter Water Utilities Department or Seacoast Utility Authority, as appropriate, for all proposed land use change applications to ensure that adequate potable water supplies and facility capacity are available. The Town shall ensure that the potable water needs of existing residents and previously approved development are met and shall not approve land use changes that would adversely affect the level of service provided to existing residents.

Policy 4.3: The Town shall require the Town of Jupiter Water Utilities Department or Seacoast Utility Authority, as appropriate, to participate in the site plan review and land development process to verify that adequate potable water supply and facility capacity exists concurrent with the impacts of the proposed development. The Town shall not approve development unless the applicant demonstrates that sufficient capacity is available and that service to existing residents will not be reduced, impaired, or otherwise adversely affected.

Policy 4.4 The Town shall use this coordinated framework to ensure that development decisions, water conservation measures, and infrastructure planning are aligned with long-term water supply availability, climate conditions, and regional resource constraints.

INFRASTRUCTURE

*See new and revised Objectives and Policies listed above in this Infrastructure Element.

CONSERVATION

OBJECTIVE 2: To protect and conserve potable water supplies, and to ensure that potable water resources are managed in a manner that prioritizes existing residents, protects long-term water supply, and supports sustainable use.

Policy 2.2: Continue to cooperate with the South Florida Water Management District in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies, by supporting the District's Water Shortage Plan, with priority given to maintaining reliable potable water service for existing residents.

Policy 2.4: The Town shall participate in and support the formulation and implementation of potable water conservation programs developed by the Town of Jupiter Water Utilities Department and Seacoast Utility Authority as part of their respective Water Supply Plan and Consumptive Use Permits, and shall promote conservation measures that reduce demand on potable water supplies and protect capacity for existing residents**.**

Policy 2.5: The Town shall Cooperate with the Town of Jupiter Water Department and Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent

that they are applicable to Juno Beach, in order to reduce reliance on potable water supplies and preserve capacity for existing residents and essential uses.

INTERGOVERNMENTAL COORDINATION

OBJECTIVE 1: Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board and current municipal service providers, while ensuring that adequate potable water supply is available to meet existing and committed demand prior to approval of new development.

Policy 1.12: Require all applicants for development approval to procure written confirmation from the applicable water supplier, of availability of potable water service, prior to the issuance of a building permit, including certification that sufficient capacity exists to serve the proposed development concurrent with its impacts and that service to existing residents will not be reduced or impaired.

Policy 1.13: At the time of each required Evaluation and Appraisal Report (EAR), confirm the availability of potable water service consistent with the SFWMD Water Supply Plan and the Town of Jupiter Water Utilities, and Seacoast Utility Authority's respective Water Supply Facilities Plans, and evaluate whether existing and projected demands can be met without reducing the adopted level of service for existing residents.

Policy 1.14: The Town shall ~~request~~ require and coordinate with the Town of Jupiter Water Utilities and Seacoast Utility Authority either through interlocal agreement, Ordinance, or other effective means to provide assurances that there will be adequate potable water supply allocations available to meet ~~future projected growth and development in Juno Beach, either through interlocal agreement, Ordinance, or other effective means.~~ existing and committed demand and any approved development, and shall not approve new development that would exceed available capacity or adversely affect existing residents.

Policy 1.15: Require coordination of the Town of Juno Beach "10-Year Water Supply Facilities Work Plan" with the Town of Jupiter Water Supply Facilities Plan, Seacoast Utility Authority's plans and the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and future updates to these Plans

CAPITAL IMPROVEMENTS

The purpose of the Capital Improvement Element and the five-year Schedule of Improvements is to identify the capital improvements necessary to implement the Comprehensive Plan and ensure that adopted LOS standards are achieved and maintained for concurrency-related facilities. If LOS standards cannot be met, the local government must deny applications for development orders and permits until the deficiency is addressed. The Schedule of Improvements must address deficiencies. ~~As previously revealed, there are no capital improvements within the Town of Juno Beach to the potable water distribution systems planned by water suppliers, identified within their 5-year planning period; therefore, none appear in the Town's CIE Schedule of Improvements.~~ If deficiencies in potable water supply or facility capacity are identified, the

Town shall coordinate with applicable water suppliers to ensure that such deficiencies are addressed through planned improvements or other measures prior to the approval of additional development.

Amendments to the Infrastructure Element Town of the Town Juno Beach Comprehensive Development Plan

To: Town Council, Kathleen Gunn Interim Town Manager, Gemma Torcivia Town Attorney, and Staff

From: Diana Davis, Vice Mayor

RE: Amendments to the Infrastructure Element of our Comprehensive Plan

Enclosed are supplemental revisions to the Infrastructure Element of the Town of Juno Beach Comprehensive Plan for your consideration. The proposals are a result of a review of the Village of Tequesta's Infrastructure Element and the Town of Palm Beach's Infrastructure Element to find areas where their language better captured the goals, objectives and policy better than our existing plan for developing these proposed edits. While Town Council may decide to table these amendments at this time in order to prioritize these actions within our Strategic Planning process, it seemed important to use this opportunity to demonstrate areas were our existing Comprehensive Plan Utility section could be significantly improved in order to drive our Land Development Codes and to direct future development in the direction a majority of our residents desire.

Procedurally: The Town Council, as the policy making entity in our municipal government, should be involved in any changes to our Comprehensive Plan. The public should also have meaningful opportunity to provide input. While we could adopt the minor amendment proposed here, it seems like a missed opportunity to develop meaningful amendments that are consistent across the various sections of the plan. Our Comprehensive Plan is similar to the Town's Constitution, as it is the source of our policy, ordinances and any land development decisions. Any amendments should comprehensively consider best practices of surrounding municipalities. Amending the comprehensive plan is a complicated process involving several commenting entities and regional agencies, culminating in final approval by the State. Although the proposed changes to population figures and water use may be largely administrative, the consultant review required a significant expense.

Substantively: The proposed supplemental revisions provided herein are designed to clarify and strengthen our existing framework in several focused areas:

1. Concurrency and Protection of Existing Residents
The revisions emphasize that infrastructure planning and potable water supply decisions must prioritize existing residents and previously approved development. The changes reinforce that new development should only be approved where adequate capacity exists and where service to existing residents will not be diminished, consistent with statutory

concurrency requirements. This is largely a clarification and strengthening of intent already embedded in the Plan.

2. Incorporation of Vulnerability Assessment Findings
The edits introduce language to ensure that the Town's vulnerability assessment findings are actively integrated into infrastructure planning. This includes consideration of sea level rise, groundwater elevation, storm intensity, and long-term system resilience when evaluating stormwater, potable water, and related infrastructure decisions.

3. Water Conservation Enhancements
The existing conservation policies are supplemented to move from general encouragement toward more practical implementation measures. These additions highlight efficient irrigation practices, low-flow fixtures, and coordination with regional conservation programs, with the goal of preserving potable water capacity for existing residents.

4. Aquifer Recharge and Groundwater Protection
New language is added to recognize the connection between groundwater and surface waters and to support practices that protect groundwater quality and promote recharge. This includes encouraging low impact development techniques and infiltration-based stormwater design to support long-term water supply sustainability.

5. Recycling and Materials Management
The revisions strengthen the Town's recycling provisions by expanding beyond basic statutory alignment to include broader waste reduction, recycling performance, and environmental protection considerations, particularly as they relate to stormwater quality and coastal resources.

Thank you for your review and consideration of this important policy document for our Town.

Town of Juno Beach Memorandum – Please review as a proposed solution moving forward to reduce the likelihood of "surprise" neighboring elevations, such as the 15 ft. higher elevations with The Juno Dunes Townhomes, Pulte Homes project.
To: Town Council and Town Staff
From: Vice Mayor Pro Tem Diana Davis
Date: November 12, 2025
Subject: Proposal to Incorporate 3-D GIS Scene View into Building Application Reviews

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Purpose

The purpose of this proposal is to enhance the Town's ability to evaluate new development applications by integrating 3-D GIS "Scene View" visualization into the Planning and Zoning review process. This addition will allow the Planning & Zoning Board, Town Council, and the public to clearly understand the **mass, bulk, and scale** of proposed structures **within the actual context of their neighborhoods**—a dimension not achievable through traditional flat renderings.

Background and Current Limitation - At present, applicants provide only two-dimensional renderings or isolated architectural perspectives. These visuals do not accurately convey how a proposed project will appear in relation to surrounding structures. For example, the Caretta project has been criticized as out of scale over-development inconsistent with Juno Beach's small-town character.

Available Technology - The Town's Planning and Zoning Department already utilizes **Esri's ArcGIS Pro**, a leading software platform widely regarded as the **industry standard** for geospatial analysis and urban planning. Importantly, ArcGIS Pro includes a built-in **3-D Scene View** capability as part of its standard package—no additional module or licensing purchase is required.

This feature functions similarly to other software "suites" such as Microsoft Office, where multiple applications (e.g., Word, Excel, PowerPoint) operate within one integrated platform. Scene View simply extends the Town's existing GIS data into a three-dimensional environment.

Implementation Options

1. **In-House Use**
    - Town staff can build proficiency in 3-D Scene View using Esri's comprehensive online tutorials and training resources.

- Initial setup time is modest once the data layers are defined (building footprints, parcel elevations, etc.), and subsequent projects can be processed more quickly.
- Using this tool internally will greatly enhance staff's ability to prepare clear and comprehensible presentations for boards, Council, and the public.

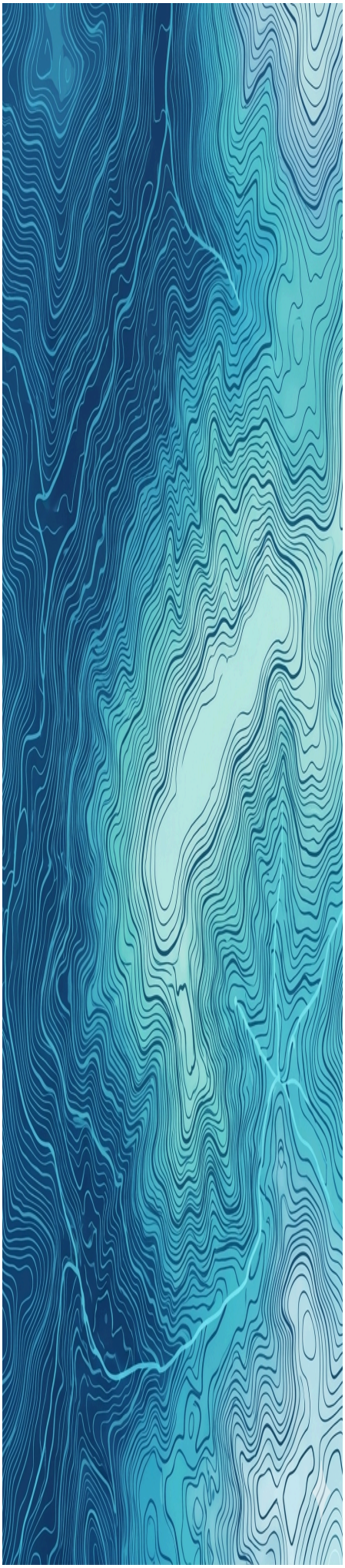
2. **Consultant Support / Pass-Through to Applicant**
   - Alternatively, the Town may engage an outside GIS consultant to prepare 3-D visualizations.
   - The cost can be treated as a **pass-through fee**, charged to the applicant as part of their development review process, similar to how third-party plan reviews or engineering studies are currently handled.
   - Preliminary pricing has been obtained from **Andre Castillo**, MAPDEVs, Inc., acastillo@mapdevs.com, a qualified GIS professional, confirming that this service is available and cost-efficient.

Benefits to the Town

- **Improved Decision-Making:** Provides Council and the P&Z Board with realistic, data-driven visualizations to evaluate a project's compatibility with its surroundings.
- **Transparency and Public Confidence:** Enables residents to visualize how proposed new building will look within the context of surrounding structures.
- **Efficient Use of Existing Resources:** Leverages software and data the Town already owns, minimizing additional expenditures, and/or allow for consultant work pass thru costs to applicant.
- **Modernized Review Process:** Aligns Juno Beach with best practices used by other forward-thinking municipalities.

Recommendation

It is recommended that the Town Council direct staff to **incorporate 3-D GIS Scene View visualizations** into all new building and redevelopment application reviews, either through internal preparation or through consultant services billed to applicants. This practical, technology-based enhancement will strengthen the Town's commitment to thoughtful, context-sensitive development and preserve the visual integrity that defines Juno Beach.



A MAPDEVS
PROPOSAL

May 15, 2026

Estimate for GIS Consulting Services

Prepared for:

Diana Davis, Vice Mayor

Town of Juno Beach

dianadavisjunobeach@gmail.com

mapDevs

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Executive Summary

MAPDEVS is pleased to provide an estimate to The Town of Juno Beach (the client) for MAPDEVS Professional Services.

We will assist the Town of Juno Beach with its goal of creating basic 3D GIS renderings to support permit applications for building construction activities.

MAPDEVS proposes to develop generic 3D multipatch objects representing target structures within their immediate Area of Interest (AOI). The AOI includes the primary target structure, extending to roughly 300 ft buffer radius to capture its immediate neighboring structures on all sides.These visualizations will be drawn and rendered against a clean, topographic backdrop. This approach provides planning boards and applicants with an intuitive understanding of spatial context without the overhead of complex architectural modeling.

We are providing the following complementary sample 3D application.
Please search using a desired address.
Use the controls on the left to zoom in/out, pan, and rotate the view of the desired area.
sample 3D web scene

Solution Overview

Our solution leverages the Esri ArcGIS System to render generic, non-schematic 3D volumes (multipatches). This will assist the Town to efficiently compare a target structure against its surroundings.

Scope of Work

In-Scope Services

- Conversion of 2D building footprints into 3D multipatch features.
- Generation of static topographic backdrop environments.
- Development of a web application for model visualization.
- Production of fly-through video animations of target sites.

Work Plan

Data Gathering, Review, and Integration

- Define the AOI
- Collect and validate client-furnished 2D data layers.
- Establish coordinate system consistency where applicable.
- Identify data gaps in building height or footprint geometry.

3D Multipatch Generation & Modeling

- Extrude 2D footprints into 3D volumes using provided elevation attributes.
- Convert extruded polygons into permanent GIS multipatch feature classes.
- Use existing multipatch datasets where available
- Place generic 3D context assets (e.g., stylized low-polygon trees), where datasets are available.

Scene Composition & Web Publishing

- Configure a 3D Web Scene using a neutral, topographic basemap styling.
- Publish local multipatch layers as 3D Scene Layers.
- Optimize layer visibility thresholds for rapid web performance.

Application & Videos

- Build a web application featuring intuitive navigation tools.
- Animate a camera path and generate videos.

Alternative Scopes of Work (Out of Scope)

The following are samples of other capabilities that are excluded from the core pricing, but can be appended via a formal Change Order:

- 3D Volumetric Spatial Analysis
- Realistic 3D Objects with application of realistic textures.

Additional Technical Specifications & Sourcing (Out of Scope)

When projects require visual enhancement beyond generic blocks, external assets can also be integrated via a Change Order.

If The Town of Juno beach would like to include aerial images, sources may come from Commercial Satellites, public repositories, and Open Street Map.

When an AOI demands ultra-recent data or highly precise topographic context, consider Drone Imagery Capture.

Derived Deliverables may include high-density 3D point clouds (.las), digital surface models (DSM), and photogrammetric 3D textured meshes.

Schedule

The project schedule will be mutually agreed upon between the client and MAPDEVS following contract execution.

Pricing

The price for this proposed work has been estimated based upon an anticipated award of a task order, subject to the terms and conditions of the MAPDEVS Master Agreement for Services (hereinafter referred to as “Master Agreement”), which is attached and incorporated in Appendix C.

The required staff and computed expenses for this statement of work have been estimated based on prior experience with work of a similar nature.

Billing Milestone Schedule

Invoices will be issued upon completion of major project milestones:

Milestones	Billing %	Price (USD)
Project Kickoff	10	$800
Data Gathering, Review, and Integration	25	$2000
3D Multipatch Generation & Modeling	25	$2000
Scene Composition & Web Publishing	10	$800
Application & Videos	20	$1600
Final Client Acceptance, Handover, and delivery support	10	$800
Optional additional support	TBD	$235/hr
Total Price		**$8000**

The proposed price is exclusive of applicable state and local taxes for which the client shall remain responsible. This proposal is valid for 30 days from the proposal date above.

Late payment policy

Timely payment is essential for the smooth progression of a project. The following policies apply to late payments:

Grace Period: A grace period of 7 calendar days will be extended beyond the invoice due date.

Late Fee: Payments received after the grace period will be subject to a late fee of 5% per month on the outstanding balance. This fee will be calculated from the original due date.

Legal Compliance: The late fee charged complies with all applicable state and federal regulations concerning late payments.

Suspension of Services: Services may be suspended for payments overdue by 30 days or more.

Collections: Payments remaining overdue for 60 days or more may be referred to a collection agency,

incurring additional fees.

Communication: It is understood that unexpected circumstances can occur. If there is difficulty meeting a payment deadline, contact should be made immediately to discuss potential alternative arrangements.

Invoicing: Late payment fees will be included in the subsequent invoice or issued as a separate late payment invoice.

Purchasing

Please return the Master Agreement (in Appendix C), executed by an authorized member of the client. Upon receipt, a MAPDEVS Contracts Administrator will then be engaged to work with the client purchasing group to obtain the necessary signatures, and then draft a new Task Order under the fully executed Master Agreement.

When MAPDEVS receives the applicable Task Order executed by an authorized representative of the client, MAPDEVS will contact you to discuss work schedules. We look forward to supporting you.

Contact

Andres Castillo
acastillo@mapdevs.com
https://mapdevs.com/
561-632-2082

Appendix A Responsibilities, Assumptions, and Deliverable Review and Acceptance

General Client Responsibilities

- Designate a project team with defined team leads, including a project manager, and key project stakeholders and share that project organization with MAPDEVS. The team leads will possess the appropriate knowledge of the client operations and technical requirements. The client project manager will be the main technical point of contact for MAPDEVS' project manager.
- Coordinate and ensure the participation of the client staff in all project-related activities. Activities include, but are not limited to:
    - Meetings.
    - Webcasts.
    - Installation.
    - Training.
    - Testing.
- Provide MAPDEVS with access to the following items during the project, as needed:
    - Background materials.
    - Workflow documents.
    - Data.
    - Meeting facilities.
    - Hardware and software environments (directly, or via VPN).
- Review and provide MAPDEVS with written acceptance to all project Deliverables according to the review and acceptance process outlined in Section A.3 of this Appendix.
- Procure and/or license all necessary hardware, data, subscriptions, COTS Software, and third-party software prior to commencement of the project. A license to any needed software is required and not included in the proposed fees.
- Install and configure the client-provided hardware and software environments according to specifications provided by MAPDEVS.

- Provide access to and facilitate interactions between MAPDEVS and any of the client customers and/or stakeholders.

Additional Client Responsibilities

- Provide or authorize access to municipal GIS parcel layers to accurately map neighbor boundaries.
- Provide any available 2D building footprints in Esri compatible format.
- Provide dimensional attributes for each footprint, including:
  - Building height
  - Number of stories
- Secure all necessary internal permissions for web-publishing target site locations.

General Assumptions

- Unless otherwise stated in the Scope of Work, work will be performed remotely from an MAPDEVS office.
- Unless otherwise stated in the Scope of Work, remote work will be provided via telephone, email, and/or webcast and only during normal MAPDEVS business hours, Monday–Friday, 8:00 a.m. to 5:00 p.m. Eastern time, excluding business holidays.
- References to days in the Scope of Work refer to consecutive business days.
- MAPDEVS will be provided with system administration rights and/or access to the client resources with system administrative rights for the client environments, as required.
- The client end users are already knowledgeable in the use of the software, or will complete the training classes recommended by MAPDEVS, if included in this proposal.
- The project schedule will identify task dependencies. The commencement of work on subsequent tasks with dependencies on preceding Deliverables will be contingent upon MAPDEVS receiving written acceptance for those preceding Deliverables.

Hardware / Software

Client will procure and/or license all necessary hardware, data, subscriptions, COTS Software, and third-party software prior to commencement of the project. A license to any needed software is required and not included in the proposed fees.

Minimum two ArcGIS Pro Professional plus licenses are typically required, connected to the client's ArcGIS Online subscription and/or ArcGIS Enterprise deployment (if applicable).

MAPDEVS staff can assist the client in managing the Esri license customer account, work with Esri representatives to ensure the correct license is obtained, and assist in license configuration and setup as part of the consulting support.

- All work will be performed on the latest version of software products, unless otherwise specified in the Scope of Work.
- Documentation for COTS is available online, and is not included in any project-specific documentation; nor is documentation for third-party software or Hardware.

Data

- Unless otherwise specified in this proposal, MAPDEVS will not be responsible for cleaning data.
- Existing errors in the source data will not be corrected by MAPDEVS as part of any data upload.

Testing

- Bugs found in COTS software will be handled by the client under the terms of its software licenses.
- Unless otherwise specified, the client is responsible for acquiring and setting up all hardware and third-party software related to setting up the client test, staging and production environments prior to the commencement of deployment activities.
- Mobile optimizations (smartphones and tablets) are excluded from the standard quality assurance loop.

Deliverable Review and Acceptance

Timely review and acceptance of Deliverables will be critical to maintaining the project schedule.

The Client will have 5 business days to review completed deliverables.

Comments and requested revisions must be consolidated into a single written document.

If no feedback is received within 5 business days, deliverables are automatically deemed accepted.

Up to two (2) rounds of minor adjustments are factored into the proposed pricing.

The Scope of Work assumes the acceptance process and review cycles for each Deliverable type and the client is responsible for providing MAPDEVS with written acceptance for each Deliverable

specified in the Scope of Work in accordance with this matrix.

MAPDEVS can provide a sample acceptance letter for review at the beginning of the project.

Legal Disclaimer

All GIS products and derivatives delivered and prepared by MAPDEVS CORP. are for general informational and visualization purposes only. They do not constitute structural engineering plans, professional architectural designs, or authoritative land surveys. MAPDEVS CORP. makes no warranties, expressed or implied, regarding the absolute spatial accuracy, completeness, or situational currency of underlying data. These visualizations must not be relied upon for precise construction staking, legal boundary determinations, or life-safety spatial calculations.

SPECIAL TOWN COUNCIL MEETING MINUTES

June 3, 2026 at 4:00 PM

Council Chambers – 340 Ocean Drive and YouTube

PRESENT:	DAVE SANTILLI, MAYOR DIANA DAVIS, VICE MAYOR DD HALPERN, VICE MAYOR PRO TEM *(Via Zoom)* MAX FRASER, COUNCILMEMBER SCOTT SHAW, COUNCILMEMBER
ALSO PRESENT:	KATHLEEN GUNN, INTERIM TOWN MANAGER TG LAW PLLC, TOWN ATTORNEY CAITLIN COPELAND-RODRIGUEZ, TOWN CLERK FRANK DAVILA, DIRECTOR OF PLANNING & ZONING EMILY ALVES, FINANCE/HR DIRECTOR JOHANN LOPEZ, DIRECTOR OF PUBLIC WORKS ANDREA DOBBINS, PROJECT/RISK MANAGER
AUDIENCE: 4	

CALL TO ORDER – 4:00PM

Mayor recessed the meeting at 4:00pm.

Mayor reconvened the meeting at 4:02pm.

PLEDGE ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

MOTION: *Davis/Fraser made a motion to add the sponsorship of the Juno Beach Civic Association's July 2 Ice Cream Social event to the agenda.*

ACTION: *The motion passed unanimously.*

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

Interim Town Manager Gunn provided updates regarding property tax-related legislative matters and hurricane season preparedness.

DRAFT

COMMENTS FROM THE PUBLIC

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

Public Comments Opened at 4:06pm.

Public Comments Closed at 4:07pm.

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

1. Building Department Reserve Fund

   ***MOTION:** Davis/Fraser made a motion to authorize the Town Manager to countersign the contract for purchase; subject to review on the June 24 meeting.*
   ***ACTION:** The motion passed unanimously.*

   ***MOTION:** Davis/Shaw made a motion to authorize the Town Manager to approve inspection, survey, appraisal, and any contracts associated with the recommended work for the purchase of the structure.*
   ***ACTION:** The motion passed unanimously.*

2. Sponsorship of Juno Beach Civic Association Ice Cream Social

   ***MOTION:** Davis/Shaw made a motion to support the Juno Beach Civic Association's Ice Cream Social event for July 2 not to exceed $600.*
   ***ACTION:** The motion passed unanimously.*

COMMENTS FROM THE COUNCIL

Vice Mayor Davis inquired whether staff could contact Andre Castillo with Mapdevs to obtain a preliminary cost estimate for the 3-D GIS SceneView software for inclusion in the memorandum and discussion scheduled for the June 24 Town Council meeting.

Interim Town Manager Gunn stated that staff would review and consider the information provided by Vice Mayor Davis from Mr. Castillo.

ADJOURNMENT

Mayor Santilli adjourned the meeting at 4:44pm.

_____ _____

Dave Santilli, Mayor Caitlin E. Copeland-Rodriguez, Town Clerk

DRAFT

TOWN OF JUNO BEACH

PUBLIC COMMENT CARD

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

AGENDA ITEM #: 1 **DATE:** 6/3/2026

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

REPRESENTING (IF APPLICABLE):

ADDRESS: 400 UNO LAGO DR.

CHECK WHAT MAY APPLY:

- ☐ SUPPORT
- ☐ OPPOSE
- ☑ I WISH TO SPEAK

6/3/2026 ALDO ROVERE

The Town of Juno Beach faces a July 1, 2026 deadline to expend or properly allocate accumulate funds held in a special account derived from building permit fees, enforcement revenues, and related earnings collected over many years.

Historically, there appears to have been an understanding that these funds could potentially be used for a variety of municipal purposes, including certain large-scale capital expenditures. However, subsequent legal interpretation and recent legislative changes have clarified that these funds are restricted in purpose and may only be used for activities directly related to the administration and enforcement of the Florida Building Code and associated functions for which the revenues were originally collected.

As a result, expenditures such as the acquisition of real property for general municipal expansion, or other projects unrelated to building code administration and enforcement, are no longer considered permissible uses of these funds after July 1, 2026. In reality, such expenditures may never have been authorized under the statutory framework governing the collection of these fees; recent legislation has simply made the restrictions more explicit and imposed a deadline for compliance.

The Town therefore faces the challenge of ensuring that any remaining balance is expended on eligible purposes or otherwise handled in accordance with state law before the statutory deadline.

In considering the disposition of these funds, the Council should also recognize the uncertainty associated with relying on future legislative interpretations or policy decisions. What may appear permissible today can be narrowed or redefined by future legislation, administrative guidance, audit findings, or court decisions. Florida's regulatory landscape has demonstrated a willingness to revisit and modify local government authorities and funding practices when the Legislature determines that existing practices no longer align with state policy objectives.

For that reason, any decision to defer action in the hope that broader uses may eventually become available carries risk. Future changes could further restrict the allowable uses of remaining balances, potentially resulting in requirements to refund improperly retained revenues, transfer funds to other authorized purposes, or become subject to additional state oversight and remedies. While the precise outcome of future legislative action cannot be predicted, the possibility of further restrictions argues in favor of a prudent and timely resolution of these funds under the authority that clearly exists today.

The most responsible course is therefore to identify and implement legitimate building department, permitting, inspection, records management, technology, resiliency, and code-enforcement improvements that are clearly consistent with the purposes for which the funds were collected, thereby reducing future legal, financial, and regulatory uncertainty for the Town and its residents.

TOWN COUNCIL GOAL SETTING & TEAM BUILDING WORK SESSION
MINUTES

June 9, 2026 at 3:00 PM

Palm Beach County Library - Gardens Branch and YouTube

11303 Campus Drive, Palm Beach Gardens, FL 33410

PRESENT:	DAVE SANTILLI, MAYOR DIANA DAVIS, VICE MAYOR DD HALPERN, VICE MAYOR PRO TEM MAX FRASER, COUNCILMEMBER SCOTT SHAW, COUNCILMEMBER
ALSO PRESENT:	TRAINNOVATIONS, CONSULTANTS KATHLEEN GUNN, TOWN MANAGER TG LAW PLLC, TOWN ATTORNEY CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK ANDREA DOBBINS, PROJECT/RISK MANAGER BRIAN SMITH, CHIEF OF POLICE FRANK DAVILA, DIRECTOR OF PLANNING & ZONING EMILY ALVES, FINANCE/HR DIRECTOR JOHANN LOPEZ, DIRECTOR OF PUBLIC WORKS
AUDIENCE: 3	

DRAFT

CALL TO ORDER – 3:03PM

TEAM BUILDING & CIVIC LEADERSHIP
(Facilitated by Trainnovations)

Trainnovations explained the process of how they will facilitate the Goal Setting & Team Building Work Session.

Trainnovations conducted the work session and provided a report *(see attached)*.

COMMENTS FROM THE COUNCIL - *None*

ADJOURNMENT

Mayor Santilli adjourned the work session at 6:59pm.

_____ _____

Dave Santilli, Mayor Caitlin E. Copeland-Rodriguez, Town Clerk

Town of
Juno Beach
Florida

Council Workshop

Summary of Findings

Team Building & Civic Leadership

June 4, 2026

TOWN COUNCIL

Dave Santilli Mayor
Diana Davis Vice Mayor
DD Halpern Vice Mayor Pro Tem
Max Fraser Councilor
Scott Shaw Councilor

Kathleen Gunn Interim Town Manager

Prepared by

TRAINNOVATIONS
Consulting & Training

Prepared for the Town of Juno Beach

Executive Summary

The Council Strategic Priorities Workshop provided an opportunity for council members to reflect on community needs, governance priorities, and the long-term direction of the Town. Throughout the session, participants demonstrated a shared commitment to serving the community, maintaining mutual respect, and working collaboratively to address both immediate needs and future opportunities.

Several themes emerged consistently through the discussions. While perspectives differed on specific approaches, there was broad agreement on the importance of strategic planning, infrastructure investment, code reviews, and growth management. There was also an acknowledgement that effective governance requires clearly defined roles between Council and staff.

Overall, the workshop highlighted a strong desire to establish a more deliberate and proactive framework for decision-making—one that balances current community needs with the long-term sustainability and success of the Town.

Roles and Boundaries of Council and Staff

The workshop included meaningful discussion about the respective roles of Council and staff. Participants shared a clear understanding that effective local government depends on maintaining appropriate distinctions between governance and operations.

Council's role is to establish policy direction, set community priorities, represent the interests of residents, businesses, and visitors, and provide strategic oversight. Council is responsible for defining the long-term vision, identifying priorities, and adopting the policies that guide organizational efforts.

Staff's role is to implement Council's policy direction, manage daily operations, enforce ordinances and regulations, provide professional recommendations, and deliver services efficiently and effectively. Staff translate Council's vision and priorities into actionable programs, projects, and services.

A recurring theme was the importance of maintaining boundaries between policy-making and administration. Participants acknowledged that successful governance requires Council to focus on the "what" and "why" of community priorities, while staff focuses on the "how" of implementation and service delivery.

The workshop reinforced a shared commitment to respecting these distinct roles, maintaining open communication, and fostering a collaborative relationship that supports effective decision-making and organizational performance.

Community Expectations of Council

Council members discussed the expectations they believe residents, businesses, and stakeholders have of their elected leadership. While specific priorities vary across the community, participants identified several common expectations that form the foundation of effective governance.

Public engagement emerged as a central theme. Council members emphasized the importance of creating meaningful opportunities for community input, actively listening to residents and stakeholders, responding to emerging concerns, and increasing public awareness of Town initiatives and decisions.

Communication was also identified as a critical responsibility. Participants highlighted the need for effective communication between Council and staff, as well as the importance of providing timely, accurate, and accessible information to the public.

Transparency and accountability were recognized as essential to maintaining public confidence. This includes demonstrating fiscal responsibility, conducting business openly, and consistently working to build and sustain public trust.

Operational effectiveness was another key expectation. Council members noted the importance of efficient governance processes, productive meetings, and timely action on community priorities.

Finally, Council acknowledged that residents expect local government to protect and enhance quality of life through investments in public safety, infrastructure, and essential community services.

Overall, the discussion reflected a shared understanding that effective leadership requires engagement, communication, transparency, accountability, and a sustained focus on the community's long-term well-being.

Shared Commitments

Throughout the workshop, participants identified several commitments to guiding future collaboration:

- A willingness to prioritize community needs and goals.
- A commitment to listening and understanding differing perspectives.
- Recognition that all participants serve the community.
- Mutual respect among Council members, staff, and residents.
- A focus on balancing short-term needs with long-term community success.

Key Themes

During the workshop Council engaged in an activity to surface perspectives, alignment, and promote discussion around current priorities, opportunities, and challenges. The exercise provided a foundation for understanding shared and differing perspectives while engaging in robust discussion together. The exercise was not intended to set priorities or establish direction. Rather it was intended to establish understanding, identify alignments, and potentially surface themes for future strategic planning work.

1. Infrastructure Improvements

Infrastructure investment was identified as a significant priority to support safety, mobility, and long-term community needs.

- Repair flooding at RV park and on Lyra St.
- Overall improvements to infrastructure through the Town.
- Infrastructure improvements. Examples: crosswalks on Ocean Drive; crosswalks on US1, Donald Ross Rd.; Hire engineer to assess town owned roads.

2. Code Reviews & Regulatory Clarity

Council discussed the importance of clear regulations and consistent development review processes.

- Professional reviews building permits; hire architect; landscape design; DGIS scene view
- Chen Moore Code Review for 7 areas (sound & slow growth)
- Maintain current zoning for commercial and residential building.
- 34-116(3)(b)2. Harmony review for all zoning codes (commercial multifamily)
- Review ordinances to provide clarity wherever possible.

3. Strategic Planning

Council emphasized the need for a clear long-term vision to guide growth, redevelopment, and community investment.

- Develop a Strategic Plan.
- Complete a Master Plan.

4. Growth Management

Council discussed the importance of managing growth within the current legislative constraints.

- Control the rate and size of growth
- Influence development (control or negotiate effective redevelopment strategies)

5. Historic Preservation

Council supports exploring historic preservation opportunities beginning with a Historic Resource Survey.

- Historic Resource Survey: 1st step in establishing Historic Preservation Program.

6. Transparency & Public Trust

Council recognized that effective communication and transparency are essential to maintaining public confidence.

- Create transparent government.
- Increase public trust.

7. Communication

Council identified communication as a key component of effective governance and public trust expressing a desire to improve the quality, consistency, and accessibility of information shared with residents.

- Improve communication with town residents.
- Establish Communication Policy: defines public records, website content, weekly newsletter, record-keeping protocols

8. Traffic Mitigation

Council identified community concerns around traffic while also acknowledging some issues are beyond Town control as it relates to County and State roadways and federal waterways.

- Traffic Mitigation: Work with Coast Guard to reduce openings of Donald Ross Bridge
- Address Traffic Concerns

9. Environmental & Beautification

Council expressed strong support for enhancing natural assets while promoting environmental sustainability and community aesthetics.

- Pelican Lake as a botanical garden. Flowering and beneficial trees; native shoreline plantings
- Environmental Stewardship: ensure land conservation.

10. Operational Efficiency & Effectiveness

Council highlighted the importance of strong organizational systems and effective service delivery.

- Ensure staff effectiveness and job satisfaction.
- Establish accurate budget.
- Establish annual maintenance schedule for Pelican Lake.

Important Context

The themes and priorities identified in this report reflect the discussions that occurred during a Council workshop and are intended to serve as a starting point for future planning conversations. They do not represent formally adopted policies, strategic priorities, budget commitments, or approved projects.

The purpose of the workshop was to identify areas of interest, opportunities, challenges, and potential directions for future consideration. Any actions, priorities, funding decisions, or strategic initiatives resulting from these discussions would require additional consideration by Council.

As such, this report should be viewed as a summary of workshop discussions and emerging themes rather than a finalized strategic plan or adopted policy document.

Conclusion

The workshop demonstrated a strong foundation for collaborative governance and future planning. Council members expressed a clear commitment to serving the community through thoughtful leadership, strategic decision-making, and respectful dialogue.

While individual perspectives may differ on specific policies and priorities, there was broad consensus around several foundational principles: planning for the future, investing in infrastructure, enhancing the community's natural and historic assets, improving organizational effectiveness, strengthening communication, and maintaining public trust.

The themes identified during the workshop can serve as the basis for future strategic planning efforts, goal setting, budgeting discussions, and policy development as the Town continues to build a vibrant, resilient, and well-managed community.

AGENDA ITEM

Meeting Name: Town Council – Regular Meeting

Meeting Date: June 24, 2026

Prepared By: Chief Brian Smith

Item Title: Police K9 Ballistic Vest Donation

DISCUSSION:

Vested Interest in K9s is a 501(c)(3) nonprofit organization that provides stab and ballistic protective vests to police K9s nationwide. Since 1989, the organization has provided more than 6,500 ballistic vests to police K9s throughout the United States.

The Juno Beach Police Department has an opportunity to apply for this donation to obtain a ballistic protective vest for K9 Patrick. If our application is approved, the ballistic vest will be donated to the Department by Vested Interest in K9's. As K9 Patrick is a certified search and tracking dog, he may be called upon to search for and track criminal suspects who may be armed, as well as individuals suffering from illness or mental health crises. Providing additional protection for K9 Patrick is something the Juno Beach Police Department considers important.

Typically, a K9 ballistic vest costs between $900.00 and $1,100.00. The Department is requesting permission to apply for this donation, as it covers the total vest costs and incurs no financial cost to the Town.

RECOMMENDATION:

Staff recommend approving this donation application request.

Vested Interest in K9s – K9 Vest Application Form

PLEASE SUBMIT ALL INFORMATION THROUGH THE APPLICATION PORTAL: AT WWW.VIK9S.ORG/PORTAL (*no other means of submission is available*)

Vested Interest in K9s, Inc. (VIK9s) is a 501(c)(3) organization providing K9 bullet- and stab-protective vests, essential equipment, and other assistance to law enforcement and related agencies throughout the United States. All vests are donated at no cost to eligible agencies.

K9 must be at least 20 months old. Vest awards are given on a first-come, first-served basis as funds become available through donations. Each vest is embroidered with one of seven available sentiments chosen by the donor. This application does not guarantee a K9 vest award.

VEST APPLICATION REQUIREMENTS:

1. The Application Form: All fields on this form must be completed, agreed to, and submitted by an authorized party, known as the Authorized Signer. Only a superior to the handler can serve as the Authorized Signer. By completing and signing this form, the Authorized Signer, on behalf of his/her agency, agrees to all Terms & Conditions (see below). The Authorized Signer must provide a signature and verifiable cell phone number.

***Please Note: the K9 handler may serve as the Public Information Officer (PIO). If the agency does not have an internal media person or is prohibited from distributing a press release, provide an alternate contact that you will distribute the press release to below.**

2. The Sizing Form: complete and submit as a fillable PDF or JPG file (see attached).

3. Certification: Provide proof of certification in a recognized discipline naming both the handler and the K9. It must be current from within the previous 12 months (unless otherwise stated). If not required by your state, submit a copy of your most recent pass/fail exam or latest up-to-date training record. *The submitter attests that the certifying agency approves of the use of the certifier's electronic signature.

4. Biography: Provide a one-paragraph biography for each applicant team (a template is provided). To be accepted, the biography must contain all of the following components: a) K9's name and age; b) K9's certification(s); c) name of handler (if allowed); d) name and location of agency; e) K9's off-duty likes and dislikes. Other K9 pertinent information is welcomed.

5. Provide two high-quality digital photos of your K9 (one on-duty and one off-duty). These photos must be taken up close and be in focus, in good lighting, and with pleasant backgrounds. Handler may be in the photos. **K9 cannot be wearing any equipment EXCEPT a leash, badge, and/or collar.**

PARTICIPATION TERMS & CONDITIONS:

1. Two separate press releases are required; one IMMEDIATELY upon notification of the vest award and one IMMEDIATELY upon receipt of the awarded vest(s) approximately ten weeks after vest order. A template with instructions is provided to the handler and serving PIO. It must appear in its entirety as defined by the accompanying instructions. VIK9s reserves the right to issue an independent press release regarding grant awards. Samples of published press releases are available at www.vik9s.org or www.facebook.com/vik9s.

2. Vest cancellations or returns can only be accepted if; 1) the K9, unfortunately, passes away or is no longer active at your agency; or 2) the agency's K9 program is disbanded; or 3) another vest product is being used instead. Vest returns to VIK9s are at the agency's expense within 45 days of any of these status changes. The agency will assume financial responsibility for any lost or stolen vest and reimburse VIK9s for vest replacement cost within 45 days of proof of delivery.

3. By signing below, the Authorized Signer gives permission to VIK9s for the following: a) the use of any and all submitted application components for fundraising activities through our website, social media, and third-party fundraising promotions; b) to use, publish, and reproduce comments/testimonials from the agency and/or grant recipient on behalf of his/her K9 partner, including handler (if allowed), K9's name, agency, city, and state for promotion, advertising, or other purpose.

List each handler/K9 team in the space below, limited to 10 K9s per form. Successful submission through the portal is based on agency's IT email space capacity.

_____

_____

_____

Print Name: _____ Authorized Signature: _____

Authorized Signer (NOT HANDLER) **Original Signature Required**

Date: _____ Authorized Signer Rank/Title: _____ REQUIRED CELL#_____

Email: _____ Agency:_____ State:_____

PIO/Media Contact: _____Rank/Title: _____

Direct Phone: _____ Ext.: _____ Email: _____

Questions: Call (508) 824-6978

VIK9s REV Ref Date 6/14/24



What We Do

Protecting K9s is Our Priority

Vested Interest in K9s, Inc. is a 501c(3) non-profit whose mission is to provide bullet and stab protective vests and other assistance to dogs of law enforcement and related agencies throughout the country.

Since 2009, our organization has donated:

- More than 6,513 K9 ballistic vests
- 3,300 K9 opioid reversal NARCAN Kits
- More than $633,041.90 of K9 medical insurance premiums through our Healthcare for K9 Heroes program
- Over $186,621 in K9 medical first aid kits

Testimonials

Here's what our community has to say about our programs:



Leo and I are extremely grateful for your donation!

Leo and I are extremely grateful for your donation! We will continue to donate to this cause whenever we can! (NARCAN donation program)

Officer J. Snyder, Handler

Rock Springs Police Department

WY



Please let all those who made this possible know how much I appreciate it.

I would like to thank you for the vest for my partner Ares. It's a great fit. Please let all those who made this possible know how much I appreciate it. This is a great organization for a great cause. Thank you for your time and contribution.

Deputy Billy Walters and K9 Ares

Greene County Sheriff's Department

TN



Thank you for everything you do, and for providing Hutch with protection.

Thank you for everything you do, and for providing Hutch with protection. We can never thank you and your volunteers enough!
Officer D. Carlson and K9 Hutch
Channahon Police Department
IL



The community loves that Drakko is protected like we are!

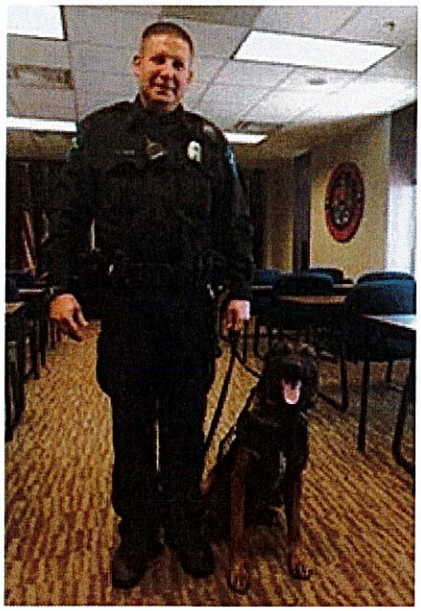
We received the vest and everything fits and looks GREAT!!! Drakko loves it! Cannot thank you all enough for what you all have done. We have gotten huge feedback from the community and they love that Drakko is protected like we are!
Corporal Travis Knight, K9 / Patrol Division and K9 Drakko
Oxford Police Department
NC

This vest is a great asset for our K-9 officer!

Northampton County Sheriff Jack Smith stated that this donated vest is a great asset for our K-9 officer Tommy. "This donation has saved our tax payers and citizens a large amount of money and will certainly help this agency. I would like to thank Vested



Interest in K9s for their donation and the tremendous help this has benefited our agency and county."
Patrick Jacobs / Captain Criminal Investigations and K9 Tommy
Northampton County Sheriff's Office
NC



Efficient, Super Light, and Flexible

They're [vests] very efficient, they're super light, they're flexible. The nice thing about the vest particularly is the handle on it. You can pick them up, he's relatively light with it, and then you've got two eye loops that you can put the leash on.
Officer Adam Marvin and K9 Cannon
Faribault Police Department
MN

K9 Kaiser loves his new vests and it fits perfectly!

Thank you so much for everything. Harper Woods Police K-9 Kaiser loves his new vest and it fits perfectly!
Officer Stephen Johnson and K9 Kaiser
Harper Woods Police Department
MI





Here is a picture of Indy in her new vest!

Here is a picture of Indy in her new vest!

Thank you and your company so much!

K-9 Deputy Tom Hudiburgh and K9 Indy

Saline County Sheriff's Office

NE



Thanks again for all you do!

Thanks again for all you do and what you did for Havok

Undersheriff Tim Cook and K9 Havoc

Cheboygan County Sheriff Department

MI



Thank you all very much for everything you have done!

Thank you all very much for everything you have done. The vest fits perfectly!
Agent Brian Krouse and K9 Kehoe
Chatham-Savannah Counter Narcotics Team
GA



It fits great!

We just received our new vest! It fits great and my K9 partner, Bo is breaking it in already.
Officer Scott Salvage and K9 Bo
Glendora Police Department
CA



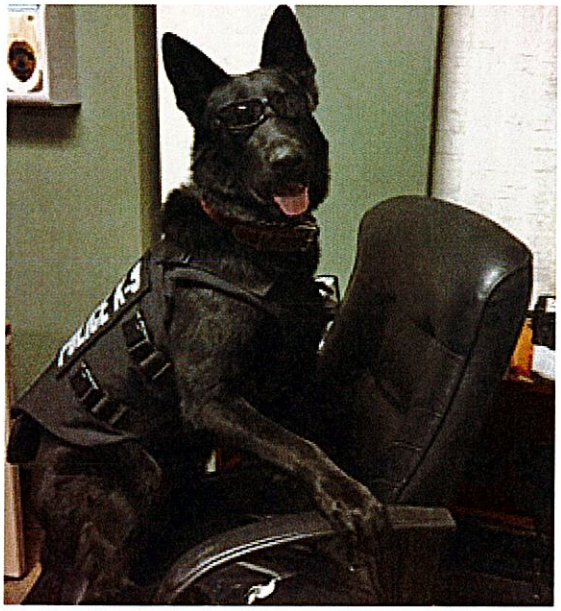
We're a small department so this was a tremendous help to us.

Thank you again for helping us get a vest for K9 Shadow. We're a small department so that was a tremendous help to us.
Chad W. DePew / Chief of Police and K9 Shadow
Eaton Police Division
OH



Georgia was so proud to wear her vest!

Were you able to see K-9 Georgia on the Rutherford County Sheriffâs Office Facebook page? She was so proud to wear her vest. Many thanks to Vested Interest in K-9s, Inc.
Lisa Marchesoni / Public Information Officer and K9 Georgia
Rutherford County Sheriff's Office
TN



You are truly life savers

We received Parker's vest along with the bag of healthy bites (which he loves by the way). The vest fits great, and I am one happy handler knowing he is that much safer on the streets! Thank you for all your work and effort and doing what you do. You are truly life savers.
Officer JoAnna Bigler and K9 Parker
Waite Park Police Department
MN

Your organization is a gift to K9s

Sandy, thank you for the vest for K9 Hatchi. It's been a couple of years since we received it, but tonight I was reminded how special you and your organization are. Tonight we did a building search and located a suspect who had a warrant for his arrest. When we started this call it was a track and K9 Hatchi was without his vest.

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: C. Copeland-Rodriguez, MMC, Town Clerk

Item Title: Request from Juno Beach Historical Society to Accept Donation of Celestial Railroad Tie

DISCUSSION:

The Juno Beach Historical Society has been offered a donation from the Palm Beach County Historical Society consisting of an original railroad tie from the Celestial Railroad dating back to 1889.

According to the Historical Society, this artifact represents a significant piece of local history and is an item that many advocates of preserving Juno Beach's history have hoped the Society would one day acquire. The railroad tie measures approximately five feet in length and weighs in excess of 100 pounds.

Pursuant to the Historical Society's Charter, approval from the Town Council is required prior to accepting the donation, as the artifact would be stored on Town property. In addition, the Historical Society has requested assistance from the Town in transporting the railroad tie due to its size and weight.

The Palm Beach County Historical Society has prepared a Deed of Gift to transfer ownership of the artifact to the Town of Juno Beach by way of the Juno Beach Historical Society. Copies of the Deed of Gift have been provided for review.

Staff is seeking Council direction regarding:

1. Acceptance of the donation of the original 1889 Celestial Railroad tie.
2. Authorization for the artifact to be stored on Town property.
3. Assistance, if approved, with transportation and retrieval of the artifact.

RECOMMENDATION:

Staff recommends that the Town Council authorize the Interim Town Manager to execute the Deed of Gift accepting the donation of the Celestial Railroad tie, approve the storage of the artifact on Town property, and authorize staff assistance with the retrieval and transportation of the artifact.

Attachment(s):

- Copy of Deed of Gift

JUNO BEACH HISTORICAL SOCIETY
340 Ocean Drive, Juno Beach, FL 33408

Deed of Gift

Name ...Barbara Bowman..... Date ...May 20, 2026.....

Address ...845 Jamaican Dr.....

City ...West Palm Beach..... State ...FL..... Zip ...33401.....

Email ...blueginger1@bellsouth.net..... Tel...561 329 6637.....

As the legal owner of the material(s) described below, I hereby donate this material to the Juno Beach Historical Society. I understand that this material may be made available for research, reproduction, loan, exhibition, and even disposition subject to the requirements of the Society and of the Town.

Description of Gift:

...Railroad tie from the Jupiter & Lake Worth Railway, circa 1889.....

.....

.....

.....

.....

.....

.....

By my signature below I accept the foregoing conditions.

Received by:

.....
Signature, JBHS Representative

...James Ferguson.....
Printed name, JBHS Representative

.....
Date

.....
Signature, Town Manager

.....
Date

Received from:

.....
Signature of owner

.....
Printed name of owner

.....
Date

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: May 20, 2026

Prepared By: Emily Alves, CPA Finance/HR Director

Item Title: Discussion on FY 2025-2026 Contributions and Future Application Process

DISCUSSION:
The Town Council approved $11,900 in contributions as part of the FY 2025–2026 budget. To date, $1,389 has been disbursed to recipient entities.

Historically, the Town has distributed these contributions at the end of the fiscal year. However, this timing can lead to confusion during discussions of the subsequent year's budget, as it may appear that funds have not yet been allocated or spent.

To improve clarity and transparency, staff recommend transitioning to issuing approved contributions at the beginning of the fiscal year moving forward.

In addition, staff proposes implementing a formal application process for entities seeking contributions. Under this process, organizations would submit funding requests as part of the Town's annual budget development cycle. The Town Council would then review and evaluate these applications to determine funding allocations.

RECOMMENDATION:
Staff recommend the following actions:

1. Approve the release of the remaining non-reimbursement FY 2025–2026 contributions to the designated entities.
2. Approve the establishment of a formal application process for FY 2026–2027 contributions, to be incorporated into the annual budget process.

ATTACHMENTS:
FY 2025-2026 Contributions

TOWN OF JUNO BEACH CONTRIBUTION BUDGET

	FY 2025-2026
TOWN OF JUPITER - 4th OF JULY CELEBRATION	$1,000
HOLIDAY BOAT PARADE	$250
FRIENDS OF THE ARTS	$2,500
JUNO BEACH HISTORICAL SOCIETY	$1,000
MARINELIFE CENTER	$5,000
HISTORICAL SOCIETY OF PALM BEACH COUNTY	$500
LOXAHATCHEE RIVER HISTORICAL SOCIETY	$250
PROJECT GRADUATION W.T. DWYER	$400
BUSCH WILDLIFE SANCTUARY	$1,000
TOTAL CONTRIBUTIONS	**$ 11,900**

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: E. Alves, CPA, Finance/HR Director

Item Title: Year to Date (YTD) Financial Statements

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

RECOMMENDATION:

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

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2026 7

FUND: 01 GENERAL FUND				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	01	10101	GENERAL FUND CHECKING	25,485.75	-25,529.52
	01	10102	PAYROLL CHECKING	-87.50	7,368.41
	01	10106	CREDIT CARD ACCOUNT	123,571.74	2,318,547.67
	01	10201	PETTY CASH	.00	850.00
	01	10410	WELLS FARGO-MM SWEEP	-354,767.32	3,800,812.55
	01	10412	MONEY MARKET	7,744.09	2,862,890.94
	01	10420	POOLED CASH-STATE BD OF A	2,278.64	724,616.84
	01	10421	FL PALM INVESTMENT	1.73	3,364,448.37
	01	10424	FMIT-0-2 HQ BOND FUND	809.99	258,785.36
	01	10425	FMIT-SHORT TERM BOND	1,133.49	493,707.03
	01	10426	FMIT-INTERMEDIATE TERM BD	505.64	602,625.20
	01	10435	CERTIFICATES OF DEPOSIT	.00	1,097,426.71
	01	11510	ACCOUNTS RECEIVABLE	10.30	85,905.93
	01	11590	AR-RETIREE INSURANCES	.00	-1,025.70
	01	13310	DUE FROM OTHER GOV'T UNIT	.00	-7,398.58
	01	13501	ACCRUED INTEREST RECEIVABLE	12,477.56	143,072.58
	01	15500	PREPAID EXPENSES	2,506.25	20,976.12
		TOTAL ASSETS		-178,329.64	15,748,079.91
LIABILITIES					
	01	20200	ACCOUNTS PAYABLE	.00	-49,500.70
	01	20207	Security Deposits	5,000.00	-4,500.00
	01	20210	PENSION PAYABLE-FRS	1,085.54	-1,965.46
	01	20211	RETIRE-GEN. EMP. PAYABLE	.00	-23,658.13
	01	20241	125-CAFE.HEALTH INSURANCE	-196.98	1,509.26
	01	20242	125-CAFE. MEDICAL FSA	-88.34	88,030.50
	01	20245	ALLSTATE VOLUNTARY INSURANCE	-303.76	-791.51
	01	20247	PIC-VOLUNTARY INSURANCES	.00	66.46
	01	20250	125-CAFE. VISION CARE	-4.72	100.88
	01	20295	PD-TAKE HOME CAR	-930.00	-7,170.00
	01	20810	DUE TO PALM BEACH COUNTY	679.32	-25,083.59
	01	20830	DUE TO STATE-BLDG PERMIT FEES	-3,964.84	-17,076.82
	01	21700	WITHHOLDING TAXES	-2,211.51	-16,745.18
	01	21720	SOCIAL SECURITY TAXES	8,790.68	-11,353.09
	01	22300	UNEARNED REVENUE	.00	-5,500.00
		TOTAL LIABILITIES		7,855.39	-73,637.38
FUND BALANCE					
	01	17100	ESTIMATED REVENUES	.00	10,645,492.00
	01	17200	REVENUE CONTROL	-668,498.11	-7,282,949.09
	01	24100	APPROPRIATIONS CONTROL	.00	-10,645,492.00
	01	24200	EXPENDITURE CONTROL	838,972.36	5,680,207.79
	01	24300	ENCUMBRANCE CONTROL	37,690.65	356,530.95
	01	24510	BUDGETARY FB RES FOR ENCUMB	-37,690.65	-356,530.95
	01	28000	NON-SPENDABLE PREPAID ITEMS	.00	-92,968.00
	01	28102	RESTRICTED-CAPITAL PROJECTS	.00	-1,626,858.00
	01	28115	BUILDING CODE ENFORCEMENT	.00	-2,522,052.00
	01	28120	RESTRICTED-LAW ENFORCEMENT	.00	-125,662.00
	01	28300	ASSIGNED-SUBSEQUENT YEAR	.00	-1,565,360.00

TOWN OF JUNO BEACH

BALANCE SHEET FOR 2026 7

FUND: 01 GENERAL FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE				
	01	28400 UNASSIGNED-FUND BALANCE	.00	-8,138,801.23
		TOTAL FUND BALANCE	170,474.25	-15,674,442.53
		TOTAL LIABILITIES + FUND BALANCE	178,329.64	-15,748,079.91

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

TOWN OF JUNO BEACH
MONTH ENDING APRIL 30, 2026

GENERAL FUND

REVENUES	Original FISCAL YEAR 2025-2026	Amended FISCAL YEAR 2025-2026	Actual YTD 4/30/26	Difference	% To Amended Budget
Ad Valorem Taxes	$4,596,375	$4,596,375	$4,487,222	$109,153	98%
Local Option, Use & Fuel Taxes	58,000	58,000	27,832	30,168	48%
One-Cent Discretionary Surtax	125,000	125,000	98,971	26,029	79%
Utility Services Taxes	1,019,000	1,019,000	628,704	390,296	62%
Local Business Tax	50,000	50,000	17,090	32,910	34%
Building Permits	1,000,000	1,000,000	1,143,465	(143,465)	114%
Franchise Fees	100,000	100,000	80,943	19,057	81%
Permits, Fees & Special Assessments	194,000	194,000	174,077	19,923	90%
Grants	337,499	337,499	2,161	335,338	1%
Intergovernmental Revenue	491,500	491,500	264,011	227,489	54%
Charges for Services	17,500	17,500	4,736	12,764	27%
Fines and Forfeitures	16,000	16,000	14,492	1,508	91%
Investment Earnings	500,000	500,000	285,693	214,307	57%
Miscellaneous	120,500	120,500	50,678	69,822	42%
From Contributions-Restricted	100,000	127,000	0	127,000	0%
From One-Cent Surtax-Restricted	569,134	569,134	0	569,134	0%
From Unassigned Fund Balance	1,350,984	1,350,984	0	1,350,984	0%
TOTAL REVENUES	**$10,645,492**	**$10,672,492**	**$7,280,074**	**$3,392,418**	68%
EXPENDITURES BY DEPARTMENT					
LEGISLATIVE					
Salaries	$43,269	$43,269	$25,061	$18,208	58%
Employee Benefits	3,310	3,310	1,917	1,393	58%
Operating Expenses	217,150	217,150	79,966	137,184	37%
TOTAL LEGISLATIVE	**263,729**	**263,729**	**106,945**	**156,784**	41%
FINANCE & ADMINISTRATION					
Salaries	$960,438	$960,438	$503,009	$457,429	52%
Employee Benefits	285,895	285,895	143,538	142,357	50%
Professional Fees	366,750	366,750	204,798	161,952	56%
Operating Expenses	266,400	266,400	191,847	74,553	72%
Capital Outlay	610,000	610,000	577,769	32,231	95%
TOTAL FINANCE & ADMINISTRATION	**2,489,483**	**2,489,483**	**1,620,961**	**868,522**	65%

TOWN OF JUNO BEACH
MONTH ENDING APRIL 30, 2026

	FISCAL YEAR	FISCAL YEAR	Actual		
COMPREHENSIVE PLANNING	**2025-2026**	**2025-2026**	**YTD 4/30/26**	**Difference**	**% To Amended Budget**
Salaries	$526,960	$526,960	$280,477	$246,483	53%
Employee Benefits	192,236	192,236	84,988	107,248	44%
Professional Fees	929,000	929,000	379,791	549,209	41%
Operating Expenses	76,200	76,200	48,368	27,832	63%
Capital Outlay	98,500	98,500	37,167	61,333	38%
TOTAL COMPREHENSIVE PLANNING	**1,822,896**	**1,822,896**	**830,791**	**992,105**	46%
LAW ENFORCEMENT					
Salaries	$2,144,204	$2,144,204	$1,124,259	$1,019,945	52%
Employee Benefits	1,157,641	1,157,641	556,490	601,151	48%
Professional Fees	7,150	7,150	500	6,650	7%
Operating Expenses	425,170	425,170	218,253	206,917	51%
Capital Outlay	196,634	223,634	205,087	18,547	92%
TOTAL LAW ENFORCEMENT	**3,930,799**	**3,957,799**	**2,104,590**	**1,853,209**	53%
PUBLIC WORKS					
Salaries	$384,476	$384,476	$182,625	$201,851	47%
Employee Benefits	165,441	165,441	70,685	94,756	43%
Professional Fees	10,000	10,000	6,209	3,791	62%
Operating Expenses	705,854	705,854	286,207	419,647	41%
Capital Outlay	305,814	305,814	98,504	207,310	32%
TOTAL PUBLIC WORKS	**1,571,585**	**1,571,585**	**644,230**	**927,355**	41%
GENERAL GOVERNMENT					
Insurance	$567,000	$567,000	$372,692	$194,308	66%
Town Debt Service	0	0	0	0	0%
Contingency	0	0	0	0	0%
TOTAL GENERAL GOVERNMENT	**567,000**	**567,000**	**372,692**	**194,308**	66%
TOTAL EXPENDITURES	**$10,645,492**	**$10,672,492**	**$5,680,208**	**$4,992,284**	**53%**
Net Income YTD	**$0**	**$0**	**$1,599,867**		

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: C. Copeland-Rodriguez, MMC, Town Clerk

Item Title: Town Manager Recruitment – Discussion of Search Firm's Warranty Provision Costs, Review of Applications and Selection of Candidates for Interview

DISCUSSION / BACKGROUND:

The Town Council will review the applications received for the position of Town Manager and consider the next steps in the recruitment process, including the selection of candidates to be invited for interviews.

WARRANTY PROVISION & ESTIMATED RECRUITMENT COSTS:

During prior discussions regarding the warranty provision included in the agreement with Colin Baenziger & Associates, the Council was advised that the Town would be responsible for certain travel-related expenses associated with a replacement recruitment process, including candidate and consultant travel, lodging, meals, and related expenses.

Subsequent to those discussions, additional information was received from the consultant regarding background investigation costs applicable under the warranty provision. According to Mr. Baenziger's June 4, 2026 correspondence, background investigation expenses were not included within the warranty and were billed as reimbursable expenses. The consultant advised that such costs varied depending on a candidate's employment history and the number of states in which the candidate had worked. In some cases, costs were reduced when candidates had previously been vetted by the firm and only updates to existing background investigations were required.

The consultant estimated that total reimbursable expenses associated with the replacement recruitment, including background investigations and previously disclosed travel-related expenses, would likely range between approximately $6,000 and $8,000, although actual costs may vary.

This information is provided to ensure Council has a complete understanding of the costs incurred under the warranty provision related to the recruitment process.

The background checks for the recommended candidates have been completed as part of the recruitment process. Accordingly, the Town may expect to incur reimbursable expenses associated with this work under the warranty provision.

RECOMMENDED CANDIDATES FOR INTERVIEW:

Colin Baenziger & Associates and Mr. Russ Blackburn, International City/County Management Association Senior Advisor, have provided the following recommended candidates for Council consideration. The Council is requested to select a minimum of two (2) and up to five (5) candidates from the list below to advance to the interview stage.

Juno Beach Town Manager - Recommended Candidates

June 15, 2026

No.	*Name*	*Current / Most Recent Position*	*State*
1	**Connors, Linda**	Town Lauderdale-By-The-Sea, FL 2011-Pres Town Manager 2021 - Present	FL
2	**Eisenbeis, Jason M.**	City Administrator, City of Crystal City, MO 2013 - Present	MO
3	**Goldstein, Jason R.**	Assist Village Mgr/CIO, Village of Friendship Heights, Chevy Chase, MD 06/2022 - Present	VA
4	**Gunn, Kathleen**	Founder/CEO, Luminance LLC, Miami Beach, FL Approx 03/2023 - Present	FL
5	**Irby, Glenn A.**	City Manager, City of Edgewater, FL 07/2019 - 09/2024	FL
6	**Rooney, James Mark "Mark"**	Village Administrator, Campton Hills, IL 10/2023 - Present	IL
7	**Schoening, Dana Louis**	City Manager, City of Tuttle, OK 09/2022 - Present	OK
8	**Scrapchansky, Derek**	Town Manager/Treasurer/Economic Dev Dir, Town of Topsham, ME 2018 - 2024	FL

Additionally, the following dates are proposed for the candidate reception and interview process:

Option 1

- Reception – Wednesday, July 8, 2026 (5:30 p.m. – 7:30 p.m.)
- Interviews – Thursday, July 9, 2026 (3:00 p.m. – 5:00 p.m.)
  Estimated hotel cost per candidate: $139 per night (Holiday Inn Express)

Option 2

- Reception – Monday, July 13, 2026 (5:30 p.m. – 7:30 p.m.)
- Interviews – Tuesday, July 14, 2026 (3:00 p.m. – 5:00 p.m.)
  Estimated hotel cost per candidate: $189 per night (Holiday Inn Express)

Either proposed schedule would allow sufficient time for contract negotiations and for an employment agreement to be reviewed and potentially considered for approval by the Town Council at its July 22, 2026 meeting.

To facilitate planning and coordination with candidates and the executive search consultant, staff is requesting Council direction regarding the preferred interview dates and authorization to proceed with scheduling the reception and interview process accordingly.

RECOMMENDATION:
Review the applications received for the Town Manager position; discuss the information provided regarding potential warranty-related recruitment expenses; select candidates to advance to the interview stage; provide direction regarding interview scheduling; and authorize staff and the executive search consultant to proceed with coordinating the reception and interview process.

Attachment(s):
1) Copy of Colin Baenziger's June 4, 2026 email;
2) Copy of Colin Baenziger & Associates' Suggested Procedure to Select Finalists;
3) Recommended Candidate Packets including Background Checks; and
4) Copy of Colin Baenziger & Associates' Straw Preference Poll to Select Finalists.

Item #9.

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

Re: Juno Beach Town Manager Search - Reimbursable Expense Inquiry

1 message

Colin Baenziger <colin@cb-asso.com> Thu, Jun 4, 2026 at 8:59 PM
To: Caitlin Copeland <ccopeland@juno-beach.fl.us>
Cc: Emily Alves <ealves@juno-beach.fl.us>

My apologies for the delay.

You are correct about the expenses for travel and lodging. That would be for both me and the finalists. Typically, three of the finalists come from Florida and two from out of state. That means that it is the cost of a hotel, mileage, and food for them. I would budget whatever the hotel costs plus $100 for food and a couple of hundred dollars for mileage for four people (three candidates and myself).

In terms of other expenses, our business model is to subcontract quite a bit of the work - particularly the background checks. They can get expensive if a candidate has worked in multiple states. There is an offset, however. We have been doing executive search for 28+ years around the country and during that period, vetted many candidates. In this case, I expect quite a few of the semi-finalists to have been vetted sometime int that last ten years. In that case, we only bill for the updates.

What the warranty really provides is my time at no cost to the Town and, of course, we do not include any profit.

I am guessing the total for our work in terms of expenses will be somewhere between $6,000 and $8,000. I doubt it will be higher. I think it is more likely that it will be lower. It is hard to say definitively at this point.

I hope that helps.

Colin

From: Caitlin Copeland <ccopeland@juno-beach.fl.us>
Sent: Wednesday, June 3, 2026 10:40 AM
To: Colin Baenziger <colin@cb-asso.com>
Cc: Emily Alves <ealves@juno-beach.fl.us>
Subject: Juno Beach Town Manager Search - Reimbursable Expense Inquiry

Good Morning Colin,

I wanted to inquire about the reimbursable expenses we should anticipate as part of this recruitment process. If possible, could you please provide a list of the expenses that may be billed to the Town so that we can accurately inform the Town Council?

My understanding is that reimbursable expenses may include items such as travel and lodging; however, I would appreciate clarification regarding all potential costs that we should expect.

Thank you for your assistance. I look forward to hearing from you.

Best regards,

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.

Suggested Procedure to Select Finalists to Interview to Be

Juno Beach's Next Town Manager

We suggest the Council select the finalists in the following manner. It is the procedure we have used over the years and that we recommend. It generally moves the meeting along quickly and we are often done in 30 minutes or less.

Suggested Procedure

Each Council Member is given a preference sheet similar to the attached. He/she indicates the five candidates (ideally, it is five, but it can be more or less) that he would prefer to interview but does not rank them. He/she simply puts a check mark next to their preferred candidates' names.

Once all the Council Members have completed their preference sheets, they pass them to a member of staff to compile them. The staff member records them on a spreadsheet (which will be sent separately) and reads the totals for each candidate.

Generally, a pattern emerges. Typically, at least three candidates will have a majority of the Council Members indicate they would like to interview them. After some discussion, the Council can decide if those should be interviewed. Then the question then becomes, "Does the Council wish to interview with just those candidates, or does it wish to add more?" That again will probably engender some discussion.

We strongly recommend the Council select five candidates. The reasons are twofold:

1) At this point, all you are looking at is paper and you will not know whom you will want to be your next Town Manager until you actually meet that person. We feel the more candidates you meet physically (within reason), the more likely you are to see the right person.

2) Occasionally, candidates drop out at the last minute. In fact, it is not uncommon to have multiple candidates drop out. They find other jobs, have sudden family concerns, etc. We want to be sure you have a choice, not be limited to just one or two finalists to interview. Hence, you may also want to select an alternate in case someone drops out prior to the inter

Additional Thoughts

1) A principal advantage of our recommended approach is the Council does not need to spend a great deal of time talking about the candidates that most of the members prefer and it also does not need to discuss those candidates it has very little interest in.

2) Since each Council Member has only 5 votes, it is not unusual for one or more outstanding candidates to get one or no expressions of preferences.

MEMORANDUM

COLIN BAENZIGER & ASSOCIATES

TO: Mayor and Town Council
Juno Beach, FL

FROM: Colin Baenziger and Scott Krim **DATE:** June 17, 2026

RE: Town Manager Search Update: Recommended Candidates

We are recommending the Town consider eight candidates (from the approximately 46 who applied though three have since withdrawn from the process) to be its next Town Manager.

As we are sure you are aware, every candidate brings a different set of knowledge, skills, and experience. The question is what weight to give each. When we evaluate candidates, we focus on integrity, management ability, communication skills and common sense. The reason is these are things that we do not believe can be taught. They can be refined but not taught. Issues, local law, and programs, on the other hand, can mastered relatively easily by an intelligent individual. Of course, the ideal candidate has skills, etc. in all of the above, but such candidates are rare.

Brief summaries of their credentials follow as well as a summary of the next steps.

Our Recommended Candidates

- **Linda Connors:** Ms. Connors was most recently with Lauderdale-By-The-Sea, FL (population 6,218) for fifteen years and she was the Town Manager for the last four years of her tenure. Interestingly, a few months after elected body gave her a strongly positive evaluation, she applied for a job in north Florida and her employment in south Florida was terminated. Prior to Lauderdale-by-the-Sea, she worked as a government consultant and she also was the Development Services Director for the city of Lighthouse Point, FL (population 10,906) for three years. Her leadership approach centers on providing employees with the skills, knowledge, and training needed to grow within the organization and prepare for advancement opportunities. One of the most impactful and innovative projects implemented during her tenure as Town Manager was the introduction of a micro-transit service. The Town previously operated a County-sponsored shuttle program that averaged only 600 riders per month and was burdened by increasingly complex administrative requirements. Additionally, service was inconsistent, leading to frequent public complaints. Recognizing the inefficiencies, they made the strategic decision to cancel the program and return the grant funds to the County. In its place, they launched a modern micro-transit solution in partnership with Circuit. This electric vehicle service allows residents and visitors to request rides through a mobile app, offering point-to-point transportation rather than requiring the use of fixed bus stops. The service has been particularly beneficial for their senior population, improving accessibility and mobility throughout the Town while significantly reducing parking demand, a critical issue in their beachside community. Ridership has exceeded expectations, averaging approximately 8,000 users per month, surpassing the

Town's total population. Ms. Connors has a bachelor's degree in history from the University of Florida and a master's degree in urban and regional planning from Florida State University. She has the knowledge, skills, and experience requested in the recruitment brochure. .

- **Jason Eisenbeis:** Mr. Eisenbeis has been the City Administrator for Crystal City, MO (population 4,720) since 2013. Previously he was the City Administrator for Pevely, MO (population 5,717) for two years and a City Councilperson for Crystal City, MO for thirteen years. Mr. Eisenbeis has a collaborative, professional, and results oriented management style. He believes an effective Manager must be a leader, partner, supporter, trusted advisor, and consensus-builder who works closely with the Council to implement its priorities while maintaining transparent communication with staff, residents, and stakeholders. He is most proud of playing a leading role in bringing James Hardie Building Products to Crystal City. The company is a global leader in fiber cement siding and exterior design solutions, and it will be the largest single corporate investment ever in Jefferson County's history, creating a minimum of 240 high paying jobs in the City. This effort was a yearlong courtship between key stakeholders at James Hardie, Crystal City, Jefferson County Elected Officials, Jefferson County Economic Development Corporation, the State of Missouri, Governor Mike Parson and numerous others. Interestingly, Crystal City was founded in 1871 as a manufacturing hub for making glass. 150+ years later, he is proud to have contributed to continuing that history and to its tradition as a manufacturing town. The investment will bring generational job opportunities for decades to come. Mr. Eisenbeis has a bachelor's degree in human resource management and a master's degree in business administration with an emphasis in public administration from Concordia University. He is an ICMA Credentialed Manager. Mr. Eisenbeis has proven he has what it takes to be an outstanding city manager. He would, however, have to learn Juno Beach's issues and Florida law.

- **Jason Goldstein:** Mr. Goldstein has been the Assistant Village Manager for Friendship Heights, MD (population 3,588) since 2022. Previously he was a Senior Program Manager for the United Nations for fourteen years. His elected officials would describe him as an innovative, ethical, effective, dedicated, and efficient manager who works well under pressure. He believes they respect his relentless work ethic, availability, consistency, reliability, and high standards. His most significant achievement at the Village of Friendship Heights has been creating and implementing innovative mechanisms for resident engagement. For instance, he developed a user-friendly online activity/class registration and payment system, constructed an interactive chatbot for the website, and instituted a community alert system for emergencies as well as programs, events, activities, and listening sessions. He has taken great pride in leading the community through this significant change in how it interacts with its government. Mr. Goldstein has a bachelor's degree in psychology / political science from the University of Massachusetts, and a master's degree in public administration / public policy from New York University. We feel his experience at the UN helped him refine the skills we consider critical to being a successful city or town manager while his role in Friendship Heights taught him the subject matter.

- **Kathleen Gunn:** Ms. Gunn has been a management consultant since 2023 and she is currently serving as the Interim Town Manager for Juno Beach, FL (population 3,858). Prior to this employment she was the Deputy Village Manager for Miami Shores Village, FL (population 11,669) for one year. She was with the City of Tamarac, FL (population 70,943) for six years, serving the last two years as City Manager, and she was also the Assistant City Manager for the City of Miramar, FL (population 140,316) for three years. Ms. Gunn's management style is marked by listening to the Mayor and Council, the staff, and the public. Her most effective skill is taking what she hears and translating it into an actionable plan. She facilitates discussions to reach consensus, which often takes time and requires patience, but the results pay off in better outcomes for all involved. One of her greatest achievements was to preserve the community character of Miami Shores Village by working with the team to strategically improve the code to prevent the proliferation of "sugar cube" homes. She is also proud of successfully leading the City of Tamarac through several crises, including managing viral incidents involving the police and the Commission, hurricanes, a pandemic, and the arrest of her predecessor. Her ability to stay calm while leading a cohesive team to execute plans effectively in extremely challenging circumstances is exceptional. Ms. Gunn has a bachelor's degree in political science and master's degree in public administration from Pace University and a master's degree of pastoral ministry from St. Thomas University. We believe she has the knowledge, skills, and ability to succeed as Juno Beach's next Town Manager.

- **Glenn Irby:** Mr. Irby was most recently the City Manager for Edgewater, FL (population 23,754) for five years. Previously he was the City Administrator for Apopka, FL (population 49,458) for three years, and the City Manager for Umatilla, FL (population 3,699) for nine years. Among his other notable achievements, he served as Mayor of Minneola, FL, (population then of about 6,000) for a short period. Mr. Irby has found that participatory management is his niche. Even as an elected official, he was known to roll up his sleeves and assist with utility line breaks and clearing of streets after major storm events. He wants to be fully informed on the progress of ongoing projects so he can provide up-to-date information to citizens and the City Council. This management style assists in "growing" employees. When appointed in Apopka, a new Florida Hospital was breaking ground near a major collection of new state highways. The hospital was greatly needed but no access to any of the highways had been considered. Mr. Irby met with a developer who owned land in the same area and successfully formed a public-private partnership. The developer negotiated with the Central Florida Expressway Authority to develop and construct an interchange. That provides access to the hospital as well as opening this relatively desolate area to both residential and sorely needed commercial development. Mr. Irby has a bachelor's degree in business administration and accounting from the University of Central Florida and a master's degree in public administration from Troy State University. Mr. Irby is a proven successful Florida city manager.

- **Mark Rooney:** Mr. Rooney has been the Village Administrator for Campton Hills, IL (population 11,200) since 2023. Prior to this employment, he served as the Village Administrator for Round Lake Beach, IL (population 27,081) for almost two years, the Town Manager for Westerly, RI (population 22,651) for three years, and the Village Manager for

Carpentersville, IL (population 38,291) for eight years. Mr. Rooney's leadership style is collaborative, fair, supportive, and decisive. He empowers employees, sets clear expectations, and holds them accountable while providing the latitude to innovate. The greatest challenges came while he was in Carpentersville in 2010 when the city had a $1 million-dollar structural budget deficit, failing infrastructure (roads and water/wastewater facilities) and the need to address economic development. He created the slogan, "Get to YES," and it became the staff's over-arching vision and guidance. The result was an organization transformed from a bureaucratic mindset to one of engaged problem solvers. Employee morale skyrocketed as did the satisfaction of citizens and stakeholders (as measured by surveys and feedback from the community). Consequently, the Village had a competitive edge in attracting local developers, businesses interested in relocating, and businesses already in the village who needed to expand their operations. Mr. Rooney has a bachelor's degree in education from the University of Nebraska, and he graduated from the Command & General Staff College which is the civilian equivalent to a master's degree in leadership management. He has also completed all coursework towards a master's degree program at Northern Illinois University. Mr. Rooney has been a successful city manager in several locations in two states but would need to learn the local issues and law.

- **Dana Schoening:** Mr. Schoening has been the City Manager for Tuttle, OK (population 8,373) since 2022. Prior to this employment, he was the Assistant City Manager for Sweetwater, TX (population 10,401) for three years, the Community Development Director for Wichita Falls, TX (population 102,316) for two years, the Planning and Development Services Director for Abilene, TX (population 122,173) for two years, and the Community Development Director for Duncan, OK (population 23,124) for fifteen years. Team building is Mr. Schoening's primary leadership strength. He has significant experience in identifying priorities with City Councils, mobilizing staff resources, and working well with partnering stakeholders. He utilizes collaborative process alignments that are designed to establish effective community problem-solving capabilities. As the Director of Planning and Development Services with the City of Abilene, his priority was to better manage planning and development services programming to improve customer service. An opportunity presented itself when several direct report positions including Chief Building Official, Assistant Building Official, Assistant Department Services Director, Planning Manager and Neighborhood Services Manager left for retirement or other positions within the first three months of his tenure. He recruited for these positions, after department repositioning, to better manage development services processes. He developed effective teambuilding approaches and solicited the input of staff into the recruitment of management staff positions. These actions gave him insight into the motivations, abilities, and capabilities of staff. Mr. Schoening has a bachelor's degree in environmental planning and a master's degree in environmental policy and administration from the University of Wisconsin, and a master's degree in public administration from Midwestern State University. Mr. Schoening has demonstrated he can be a successful city manager but would need to learn about the local issues and law.

- **Derek Scrapchansky:** Mr. Scrapchansky was most recently the Town Manager and Treasurer for Topsham, ME (population 8,852) for six years. Previously he was the

Assistant Town Manager for Brunswick, ME (population 17,033) for two years and served in the United States Navy for twenty-four years. Mr. Scrapchansky's leadership style is built on accountability, communication, and results. He believes in building strong teams, maintaining open communication, and creating a culture where employees are supported and held accountable. One of his most significant career achievements was the planning and successful execution of the 2014 New York Fleet Week. It was a massive event that had to be accomplished in a short timeframe. A complicating factor was the previous year's Fleet Week was cancelled due to a sequester of Department of Defense's funds which left a bad teste in the mouths of New York stakeholders. Specifically, it hurt the City and its businesses due to lost revenue and resulted in the cancellation of numerous contracts. After a year of planning, community outreach, and relationship rebuilding, his team successfully executed 130 events viewed by millions of people in the world's number one media market. They directed over 3,000 personnel from 37 federal, state, and NYC organizations encompassing logistics, ship and aviation operations, public affairs, protocol, and force protection while operating within a $4 million budget. Among those they coordinated with were the NYC mayor's office, multiple NYC media outlets, USO, Navy League, NYC Athletic Club, Intrepid Museum, NY Stock Exchange, Staten Island, NY Mets, and numerous other businesses and organizations. The event was a huge success and reestablished / strengthened relationships with all stakeholders. Mr. Scrapchansky has a bachelor's degree in economics from the University of Connecticut, and a master's degree in business administration from Embry-Riddle Aeronautical University. He brings strong leadership skills as well as strong experience as a town manager. Being a Florida resident currently, he is already familiar with some of our local issues and law.

Next Steps

I will be reaching out to each of you in the next few days to discuss the candidate. After the finalists are selected, they are scheduled to come to Juno Beach for a tour, events, and formal interviews on July 9th and 10th with a possible decision then or on July 13th. In the meantime, if you have any questions, please do not hesitate to contact us.

Town of Juno Beach, FL

Town Manager
Semi-Finalists

Colin Baenziger & Associates
2055 South Atlantic Avenue
Suite 504
Daytona Beach Shores, FL
32118
Cell: (561) 707-3537

Juno Beach: Town Manager Semi-Finalists

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Candidate Materials: Reviewing and Interpreting Them

Suggestions for Reviewing Candidate Materials

The materials contained herein are prepared to provide you with information concerning the candidates we are recommending you consider. The materials we and the candidates prepare are designed to provide you with information first and foremost concerning the candidate's ability to do the job. You can then review the materials and determine which candidates you wish to interview.

As you can see, what we have for each candidate is often fairly extensive. When you review the materials, we recommend you begin with:

- The Candidate's Resume. This document provides a brief history of the candidate's employment and possibly some personal information.

- The Candidate's Cover Letter and Introduction. These have been prepared by the candidate and offer insight into what the individual feels is important and his/her ability to communicate.

- The References. These materials provide information concerning what people who know the candidate think about the individual. It is important to note that people are often reluctant to say anything negative about a candidate so even though we push fairly hard to get them to identify weaknesses, the weaknesses and negatives are often limited. Further, if a candidate's references are poor or if we see significant red flags, we generally do not present that individual. We also attempt to reach references who know the candidate but were not provided.

The other materials for each candidate are important as well but probably do not need the same level of attention. They are:

- The Internet / Newspaper Archives Materials. These materials provide information concerning the issues the candidate has dealt with and what he/she has done well and not so well. We do not recommend that you read these materials word for word but rather you scan them and carefully read the sections you feel are the most important. Please also see the following pages for comments concerning the Internet's limitations.

- The Background Checks. For the most part, the Candidates we present tend to have very few if any items of note on their records.

It is important to understand what is provided in the background checks and what it not. First, National Criminal Information Center (NCIC) is the gold standard for reviewing someone's criminal past. Its use, however, is limited to law enforcement agencies for specific purposes. It is not something we have access to. Our nationwide criminal checks are run through a database assembled from data from a wide range of state and local agencies and is not as complete as the NCIC database. Nonetheless, we have confidence in it and have used it successfully for years. Further, we supplement it with checks of the databases of the county and state of residence.

You also need to be aware the criminal databases we use contain convictions and not allegations, complaints, or arrests (unless these lead to a conviction). We also do not check records in family court. The reason is cases are often emotional and parties are not always truthful in attempting to achieve their desired goal. If the allegations are serious and substantiated, they are generally found in the criminal records or covered in the newspaper, at least for people with significant positions in the public sector. Further, a substantial body of law exists concerning what can and cannot be considered in government employment. For example, it is illegal to use a bankruptcy as the basis for not considering a candidate.

Overall, we try to focus on someone's ability to perform the duties of their job. We do not delve into their personal lives which can be murky. It should also be noted that a large body of law exists concerning what can and cannot be considered and it varies from state to state. We try to stay safely on the right side of the line, both for our own sake and that of our clients.

The other thing to consider is we do not want you to be surprised. Even if you cannot legally use a matter in your decision making, if it has been reported, we want you to hear about it from us rather than a third party. That way we can present you with a fair and unbiased analysis of the situation and you can determine what weight is appropriate to give the matter in your decision making.

Interpreting the Internet

When considering material gathered from the Internet, it is important to read carefully and to understand the Internet's limitations.

In part of each candidate's materials is what CB&A's staff gleaned from the Internet and from newspaper archives concerning the semi-finalists. While we would like to think everything published is accurate, we know it is not. For example:

1) Some news sources have biases concerning particular individuals or write with incomplete information. Further, reporters have different capabilities and some do not understand the matters they are reporting on. Hence the story may not be accurate.

2) Occasionally, governments purposely provide information to the media that is not accurate or the full story, particularly when someone is leaving their employment.

3) Some elected officials occasionally make allegations concerning managers or staff members for political reasons whether or not the allegations are based in fact. Further, officials sometimes shoot from the hip without a complete understanding of the real issue and/or all the facts.

4) Some residents make allegations that are inaccurate or untrue and which are repeated in the media.

5) An employee may be blamed for issues and problems that come to the surface during his/her tenure but existed long before the individual took office. In fact, occasionally an employee uncovers a problem and is dealing with it. That very action can bring problems to light and result in a news story that reflects badly on the person who is actually trying to fix the problem rather than the person who let it fester for years and did nothing.

6) Managers/Directors may have more articles than, say, assistants because of the nature of their work. Assistants tend to be much lower profile and hence, less is written about them. Further when assistants make mistakes, the manager/director tends to get blamed.

Further, the Internet changes daily. Articles are added and removed. What is provided here is a snapshot in time concerning what was available on the Internet the day(s) we did the research. If someone were to search the internet tomorrow concerning information on these candidates, additional information or less information might be found. Search engines take up to six weeks

to “find” stories after they are posted on websites. By the same token, a story appearing on a website yesterday may be deleted and may not be there tomorrow.

We should also note we have not included everything we found. Many articles mentioning the candidate’s name have little if any relevance to the candidate’s qualifications. Hence these are often been excluded. Further, if multiple articles exist concerning the same issue, we often select the most relevant and complete articles and do not include the rest.

Where issues of concern were found in the following articles, we have attempted to research them and determine their true nature. Where we found information that we believed was serious in nature and the result of the candidate’s actions or that would could potentially embarrass you, our client, we would have dropped the candidate from consideration and his/her information would not be in this notebook.

One final note is that we generally do not include information from blogs as they are notoriously slanted and unreliable.

Section 2

Interview Procedures / Questions

Section 2

Interviewing Candidates

The interview is generally the final step in the selection process. At this point, the executive recruiter has screened the candidates and is satisfied that all finalists are capable of doing an outstanding job. Reference checks and more extensive background checks have been conducted, including discussions with individuals of our choosing and not on the candidate's list of references. Internet searches have been completed, along with a review of newspaper archives. Credit history, educational verification, and criminal background checks have also been run so there should be no surprises once a candidate is selected.

The interview is an opportunity for both the elected officials and the candidate to learn about each other and to determine how well they will work together. It is also an opportunity for the elected officials to evaluate each candidate's management abilities and to decide if he/she would be a good leader for the community. It is important for both the elected officials and the candidate to act professionally and in a manner that will impress the other party, all the while learning what they can about the other.

Since all the candidates are capable of performing the job, the focus of the interview should be on determining who fits best with the elected officials, the staff and the community. Some candidates will have more experience than others. Some have special areas of expertise that others do not. Some have better instincts, and some are simply more capable than others. While those with less experience may make more mistakes than others, they may also hit more home runs. The key is to determine which candidate will have the best chemistry with the elected officials, but also who can best lead the staff. No matter how technically sound a candidate may be, if he or she cannot build and maintain strong working relationships with the elected officials and staff, he/she will not last long as the community's appointed leader. Of course, experience and expertise are critical and should not be overlooked.

The Internal Candidate / Local Candidate

If an internal candidate / local candidate is among the finalists, elected officials occasionally will assume they already know the individual and just chit-chat instead of actually conducting an interview. Doing so is neither fair to the candidate nor the organization. Internal / local candidates may have ideas about what they would do differently as the Town Manager, but have not been willing or able to convey these thoughts to the elected officials, much less act upon them. Unless the same hard questions are asked of the candidate as the external candidates, meaningful comparisons cannot be drawn.

It should also be recognized that a competent, likable, internal / local candidate will have a natural advantage in any job competition. To select the known quantity is a natural, human tendency, particularly in public sector recruitments. It feels comfortable and is viewed as safe. It may also be exactly the wrong thing to do. For example, we have seen governing bodies select

individuals with whom they were comfortable and assume the individual will grow into the position. In our experience, they generally do not. Once someone has the top position, he/she has no mentors and it is difficult for them to improve in areas where they are weak. There simply is no one to teach them so they to focus on the areas where they are strong rather than improving in areas where they are weak.

Further, if the candidate does not do well in the position, then a year or so later the same governing body is struggling with a difficult decision. What should it do with someone who was a valuable employee or friend but who is not providing the necessary leadership? The choices become to continue with the employee even though he/she is not performing up to standards, demote the employee, or terminate his/her employment altogether. None of these choices is attractive, but one must be selected. Someone who was a perfectly good employee in his/her previous position may be lost. Of course, this same candidate, with a few more years of experience and mentoring, might make an excellent Town Manager.

Please understand that we are not trying to discourage the hiring of an internal / local candidate. We do believe, however, that the internal / local candidate must be examined just as critically as the other candidates. We have found it helpful to ask the internal / local candidate what problems he/she sees in the organization and what he/she would propose to resolve them. If the individual does not have a good, specific answer to that question, then he/she is not ready to be the community's Town Manager. External candidates will not have the same depth of experience or knowledge about the government, so it would not be fair to expect the same response to this question as you would from the internal / local candidate.

Another thing to keep in mind is that, if an internal candidate is hired as the Town Manager, then a search must begin to fill his/her position. If an outside candidate is hired as the manager, in most cases the internal candidate stays, but is somewhat disappointed. Of course there is also the risk that the internal candidate may be so disappointed that he/she decides to seek employment elsewhere.

Possible Interview Questions

The questions on the next few pages may be useful in determining the information that you need. There are undoubtedly others. The point is to ask the questions that you feel will give you the best idea of what the candidate believes, how he/she will work with you and with the staff, and whether or not he/she is good match for the community.

The following topics and questions are divided into four groups. The first set contains standard introductory questions covering an individual's background, management style, and experience. The second set is designed to provide information about how the candidate will interact with the elected officials and staff, and to focus on particular issues that may be of concern to the community. Set III should always be asked at the end of the interview. The fourth section outlines what questions should not asked as they could provoke a law suit.

Section 2

Possible Interview Questions

Since time will not permit asking all the questions, you should select the ones that are most important to you.

Topics / Question Set I:

1. Tell me about yourself.
2. Why are you interested in our community?
3. What is your management style?
4. What would your staff say about you as a manager?
5. What would your elected officials say about you?
6. Have you fired people? How did you handle it? How did you feel about it?
7. What do you think your strengths are?
8. What do you think your weaknesses are?
9. What has been your biggest success? Tell us about it.
10. What has been your biggest failure (or mistake) in your career? What did you learn from it?
11. If you were asked to cite one particular situation or event in your career that gave you the greatest satisfaction, what would it be?
12. What would you do during the first six months in our community?
13. What do you hope to learn in the first six months in our community? What do you expect to teach us?
14. What do you believe to be the challenges and opportunities facing our community? How are these likely to change in the future?
15. The Town wants a Town Manager with new ideas and lots of energy. How do you meet those requirements?

Section 2

Possible Interview Questions

16. What is your value system? How will your values determine how you manage our Town?

17. Why should we select you to be our next Town Manager?

18. Is there anything else you would like to tell us?

Topics / Question Set II:

1. Explain what you believe the role of our Town Manager should be.

2. What are the three most important commandments for a Town Manager?

3. Can you give me a breakdown of your typical day as a Town Manager?

4. How would you view your relationship with the elected officials?

5. How will you go about building a strong relationship with elected officials? How will you maintain it?

6. How do you build consensus on an elected body when it is deeply divided?

7. What information do you think the governing body needs to have concerning day-to-day operations and on-going projects?

8. How will you keep the elected officials informed?

9. What kind of direction do you expect to get from the elected officials? What will you do if you do not feel they have made it clear how they want the staff to precede on a particular issue?

10. There is an expression, "A good Town Manager only needs to be able count to three." Of course in our case, that would be five. Could you please comment on that statement?

11. What do you do when your views on handling a situation differ from those of the governing body as a whole?

12. What will you do if a particular elected official disagrees with how you believe a situation should be handled?

Section 2

Possible Interview Questions

13. What will you do when an elected official contacts a department head directly and tells him/her to do something?

14. What would you do if an elected official walked into your office and told you that you needed to repaint it navy blue?

15. Can you tell your elected officials what they need to hear rather than what they want to hear?

16. How well do you accept criticism? Please give me an example of a case where an elected official suggested you could improve your performance. How did you respond and what did you do?

17. What are your core values and which one is most important to you?

18. Tell us something unique about yourself.

19. Can you describe an ethical issue that you have had to deal with in your career and how you handled it?

20. As a manager, how do you evaluate your own performance?

21. What do you believe to be the highlights of your career over the past three years?

22. How will you build a strong relationship with our existing staff?

23. What kind of relationship do you want to have with the senior managers and the rest of the staff, and how will you establish it?

24. How many people reported to you in your last job? How did you keep them informed of the community's priorities? What do you intend to do differently if you are appointed here?

25. How will you keep the general employees informed of the elected officials' priorities?

26. To what extent do you believe contact with citizens and citizen's groups is important? How do you typically handle this responsibility? How will you build relationships with the community?

27. How do you plan to communicate with our residents?

Section 2

Possible Interview Questions

28. How many community meetings have you attended in the last six months? What was the last one you attended and why did you go?

29. Sensitivity to different genders, races and ethnic groups is a priority for us. Can you provide us with some specific examples of how you have demonstrated your commitment to these principles in the past?

30. People are: _____. Please fill in the blank and explain your choice of that word or words.

31. How will you go about identifying the organization's strengths, weaknesses, and opportunities for improvement? Once you have identified them, how will you go about making changes?

32. How will you approach the short and long range planning processes? What system do you use to set goals and objectives? How do you monitor progress against these goals and objectives?

33. Please describe your experience with strategic planning.

34. Please outline the similarities between our community and the previous communities you have served.

35. History defines the future. Can you please define the character of our community based on what you have seen and then tell what you would like it to look like in 25 years?

36. What will you do if you feel an employee is not doing his/her job in a manner you feel is satisfactory?

37. What do you do when you observe an employee - who works for a department director - who is not doing his/her job the way you think it should be done?

38. Describe the steps you would take if you needed to recruit, say, a new Planning Director.

39. Please describe a situation where you have had to "step up and lead" relative to a controversial issue.

40. Describe a situation where you had to build a team to solve a problem.

Section 2

Possible Interview Questions

41. Please give an example of organizational restructuring you initiated. What was the reason for the restructuring and was it successful? Would you do anything differently if the situation presented itself again?

42. How would you go about raising morale in our organization?

43. Please describe your general experience in human resources administration including the development of personnel policies and performance appraisal systems.

44. Please describe your experience with and philosophy of labor/management relations.

45. What qualities make someone successful as a negotiator in labor contract discussions?

46. Have you sat at the bargaining table in contract negotiations? Tell us about the experience and what you learned from it.

47. Please identify the most difficult situation you have encountered with a labor union and how it was resolved.

48. What would labor unions you have dealt with say about you?

49. Describe an incident in which you played a role that embarrassed your government or caused it difficulty. What did you learn from it?

50. Are there any events in your professional or personal life that may reflect negatively upon your performance or which would be awkward or embarrassing to us if reported upon by our local/regional news media?

51. What are your long term career goals?

52. What areas of your skills/professional development do you want to work on at this point in your career?

53. How do you insure that your staff continues to develop professionally?

54. Are you willing to take calculated risks?

55. What kind of decisions did you make in your last job?

Section 2

Possible Interview Questions

56. What kinds of decisions are difficult for you to make?

57. What personal skills do you feel are necessary for someone to be successful in this position?

58. What particular personal characteristic do you have that will most benefit our residents if you are hired?

59. What is your average workweek now, and what would you expect it to be if you came to work here?

60. Why did you leave your last job? (Ask if the candidate is in transition.)

61. Why do you want to leave your current job? (Ask if the candidate is currently employed.)

62. From what you know about our community, what is the most burning issue that we face, and how would you address it?

63. Strong fiscal management skills are central to this position. Please describe the most challenging budgeting situation you have encountered and how you reacted.

64. What innovative, cost saving programs and projects have you initiated and how successful were they?

65. What is your philosophy for developing and implementing a budget for our Town?

66. Would you consider implementing a Zero Based Budget?

67. What techniques would you employ to develop and implement a balanced budget in these difficult economic times?

68. What techniques have you employed to reduce payroll expenses without layoffs and without reducing the level of service we provide?

69. How do you encourage staff to stay in your organization?

70. Give me some examples of cases where you have introduced new technologies to improve productivity or service delivery in a local government organization?

Section 2

Possible Interview Questions

71. Like many communities, we are experiencing rapid growth and development. What would you do to protect the character of the community while permitting acceptable growth?

72. Do you view growth as a positive?

73. Tell us about your experience closing the gap between what is the ideal amount of infrastructure (roads, drainage, facilities, etc.) and what is actually present.

74. What experience do you have with economic development?

75. Please describe your experience in working with a business community, Chamber of Commerce, downtown business association, etc.

76. Tell us about an economic development project that you are particularly proud of and your role in its success.

77. What sort of concessions would you ask of developers when discussing their desire to bring a new development to our community?

78. Can you tell us about your experience with Tax Increment Financing?

79. Do you think it is necessary or appropriate to redevelop this community? If yes, how would you go about redeveloping it?

80. Do you feel it is desirable to bring new businesses to the community? What kind of businesses would you try to attract?

81. What actions would you pursue to bring jobs to our Town? What sectors would you target?

82. What attributes of the Town would market to businesses that you want to attract to our community?

83. Describe your experience with out-sourcing and your methodology for evaluating the cost-effectiveness of outsourcing.

84. What is your opinion of sole source procurements?

85. How will you balance the need for timely/efficient procurement with the need for checks and balances?

Section 2

Possible Interview Questions

86. How would you go about building a good relationship with the County?

87. How would you go about building a positive relationship with other governments with whom you will have to deal if you are selected for this position?

88. Describe your experience in dealing with state agencies.

89. Describe your experience dealing with federal agencies.

90. Describe your experience obtaining grants. What agencies would you approach for grants? What kind of grants do you think would benefit us?

91. Are there other external sources of funds (beyond grants) that you would seek out?

92. Have you ever been involved in initiatives to contract out services? Tell us about them. Did these efforts succeed?

93. How do you feel about succession plans for managers and directors? Do you presently have one in your Town?

94. What experience do you have in developing and implementing policies and programs that further the goal of green and sustainable communities?

95. Describe the kind of organization for which you would like to work. If you could change one thing in your current (or most recent) job, what would it be?

96. Who do you view as your customers? How will you interact with them?

97. What great idea have you had that did not go anywhere and why did it fail?

98. If we were look at your personnel file, what would we find? Would there be anything negative?

99. How do you respond when a resident walks into Town offices and wants to meet with you about an issue that concerns him/her?

100. Would you make yourself available for two hours a week to see the public on a first-come, first-served basis?

101. How would you address a situation where an employee places the Town in an embarrassing light?

Section 2

Possible Interview Questions

102. What do you see as the primary drawback to being the Town Manager of our community? What do you know about our operations and current employees?

103. If we hire you, would you seek a salary increase every year?

104. If the community decides to install a plaque somewhere in your honor after you leave your current job, what would it say?

105. If they decide to give you a roast, what would people say about you?

106. What was the most pertinent question you were asked today by any one of us, and how did you answer it?

107. Would you favor setting up a non-profit to deal with the feral cat and stray dog population in our community? [This question may seem a bit odd but it tests the ability of a candidate to think on his/her feet.]

108. Assume our 100th anniversary is next year. What ideas would you offer to make it a rousing success?

109. What was the last book you read and why did you choose it?

110. Who is your favorite comedian and how do you incorporate humor in your management style?

111. What did you do to prepare for today's interview?

112. If you accept this position, how long do you expect to stay?

113. How do your spare time? What are your hobbies?

114. How would you describe your ideal day off?

115. Why should we hire you?

Topics / Question Set III:

1. If you are selected as the successful candidate, and understanding that pay and benefits are matters for negotiation, tell us in broad terms what sort of compensation package you would expect?

Section 2

Possible Interview Questions

2. If we hire you, how long would you expect to stay in the position?

3. What kind of severance package would you expect if you were terminated?

4. When would you be available to start work?

5. Is there anything which we have not discussed today that you would like us to know?

6. Are there any questions you would like to ask us?

Section 2

Topics / Questions Set IV: Topics to Avoid During the Interview Process

A large body of legislation has developed over the years addressing civil rights and race/gender/age discrimination. Questions in these areas should be avoided during the interview process. The process of interviewing and selecting an applicant is no longer a simple matter of conducting a casual conversation and hoping to learn a candidate's strengths, weaknesses, likes, and dislikes. Various civil rights laws now make the average interview a process that should be approached with extreme caution. However, if you keep in mind certain basic rules, you will facilitate the process and avoid problems.

In most instances, asking inappropriate questions may raise an inference of either discrimination or retaliation against a particular candidate. In other instances, such as those involving issues of mental or physical health, inappropriate questions are presumptively discriminatory. Therefore, the interviewer must avoid questions relating to the following:

1. Political affiliation, political views, or voting history.
2. Religious beliefs or practices.
3. A candidate's race.
4. A candidate's age.
5. A candidate's national origin or ancestry.
6. A candidate's family and whether or not they would be willing/able to join them in the new Town.
7. A candidate's desire to have children or raise a family.
8. Pregnancy and other gender related issues.
9. Sexual orientation or sexual practices.
10. Marital status or personal and private relationships.
11. Potentially controversial issues of race, gender or ethnicity.
12. A candidate's availability due to serving as a reserve in the military.

Any information a candidate may *volunteer* during the interview process regarding these matters does not render the interview invalid or otherwise taint the process. Consequently, open-ended questions, such as asking if the candidate wants to reveal anything else to the Town that has not already been covered, are not prohibited. In fact, they can sometimes provide valuable insight into a candidate's views and perspectives.

Topics / Questions Set IV: Topics to Avoid During the Interview Process

With regard to issues of physical or mental health, many questions are appropriate after a conditional offer of employment is made, but must be avoided beforehand. The interviewer must avoid questions relating to the following topics:

1. A candidate's medical history.

2. Past workers compensation claims.

3. Past use of sick leave.

4. Health of a candidate's family members.

5. Any obvious physical or mental impairment of the candidate. However, it is permissible to ask if the candidate is able to perform the essential functions of the job for which he/she is applying. A better practice is not to ask this type of question at all. Of course, from a practical point of view, it is hard to imagine anyone answering negatively.

6. A candidate's frequency of illegal drug use or addiction. However, it is permissible to ask if the candidate ever used illegal drugs, and if so, the last time he/she did so. Once again, this is a very delicate area that can create significant problems for the employer if the questioning is intrusive.

7. Alcoholism or the frequency of alcohol consumption.

The questions listed above which relate to medical conditions may properly be asked of a candidate after he or she has received a conditional offer of employment. Before an offer is made, however, the questions must be avoided.

If you need further assistance in crafting proper interview questions, please do not hesitate to contact us for further guidance.

Section 3

Suggested Interview Schedule

Section 3

To Be Provided When the Number of Finalists Has Been Determined.

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Section 4

Linda L. Connors

Juno Beach Town Manager Candidate Report

Section 4

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Cover Letter and Resume

May 7, 2026

Colin Baenziger
Colin Baenziger Associates

Dear Mr. Baenziger,

I am writing to express my interest in the Town Manager position with the Town of Juno Beach. With more than 25 years of progressive leadership in municipal government, including my recent service as Town Manager for the Town of Lauderdale-By-The-Sea, I offer a depth of experience in executive management, development services, financial strategy, and community-focused governance.

As Town Manager, I oversaw all municipal operations, including budgeting, personnel, and service delivery for a high-performing coastal community. I led key initiatives that strengthened both operations and financial sustainability, including reforming the Town's financial strategy by expanding investment practices and increasing interest income—generating over $700,000 annually. I also negotiated the transition from volunteer to professional fire services, modernized the employee pay plan to remain competitive, and implemented a transparent and accessible budget process.

My experience includes successfully managing capital projects and securing external funding. I administered an ARPA-funded downtown enhancement project, secured direct state appropriations for critical drainage improvements, and introduced innovative mobility solutions such as a micro-transit shuttle program that significantly expanded ridership. I also initiated redevelopment of neighborhood parks and led a strategic planning process to guide long-term investment.

Prior to my role as Town Manager, I served in progressively responsible leadership positions within the Town's Development Services Department, ultimately as Director. In that capacity, I rewrote the Land Development Regulations to support high-quality redevelopment, transitioned to a more effective building services model, and created grant and design programs that stimulated reinvestment while preserving the Town's unique character.

My broader career reflects a strong foundation in planning, redevelopment, and intergovernmental coordination. I have served as Development Services Director for the City of Lighthouse Point and held key roles with the City of West Palm Beach, where I contributed to major redevelopment initiatives including CityPlace and helped secure the All-America City designation.

Throughout my career, I have prioritized transparency, communication, and community engagement. I implemented regular public communications, improved public records responsiveness, and consistently worked to build trust between government and residents. My

leadership approach emphasizes collaboration, accountability, and delivering measurable results.

I am enthusiastic about the opportunity to support the Town Manager and contribute to the continued success of the Town of Juno Beach. Thank you for your time and consideration. I look forward to the opportunity to discuss how I can contribute to Juno Beach.

Sincerely,

Linda Connors

Linda Connors
2781 NE 25 Street, Lighthouse Point, FL 33064 · (954) 336-8870 ·
clconnors95@comcast.net

Objective
Experienced municipal executive with over 25 years of progressive leadership in urban planning, development services, and local government administration. Proven track record of managing multi-million-dollar budgets, leading organizational change, securing external funding, and enhancing community services. Seeking to contribute strategic vision and operational expertise to an organization.

Education
Master of Science, Urban and Regional Planning
Florida State University, 1992

Bachelor of Arts, History
University of Florida, 1989

Professional Experience
Town of Lauderdale-By-The-Sea, Florida
Town Manager | *2021 – 2025*

- Oversaw all municipal operations, budgeting, and personnel management for an oceanfront town with high resident expectations.
- Negotiated and implemented a new interlocal agreement to replace volunteer fire services with professional coverage, enhancing public safety.
- Led the modernization of the Town's employee pay plan to remain competitive in the public sector market.
- Managed ARPA-funded downtown enhancement project, improving aesthetics and infrastructure.
- Launched a transparent and resident-friendly budget process.
- Introduced a micro-transit shuttle, increasing monthly ridership from 800 to over 9,000.
- Secured direct state appropriation for a major drainage improvement project, mitigating flooding.
- Created a weekly e-newsletter to improve public communication and a separate Commission recap to increase civic transparency.
- Initiated redevelopment of neighborhood parks and launched a strategic planning process to guide future investment.
- Improved public records response times and customer service.

- Reformed financial strategy by increasing interest income and launching an investment program that generated $700,000+ annually.

Town of Lauderdale-By-The-Sea, Florida
Development Services Director / Assistant Director / Town Planner | *2011 – 2021*

- Rewrote the Town's Land Development Regulations to reduce conflicts and support high-quality redevelopment.
- Transitioned to a new building department contractor, improving service quality and turnaround time.
- Designed and implemented neighborhood and business grant programs to spur reinvestment.
- Created design guidelines to preserve the Town's unique mid-century modern architectural heritage.

Private Consultant | *2002 – 2011*

- Represented clients in development applications and permitting across multiple South Florida jurisdictions.
- Administered federal Neighborhood Stabilization Program (NSP) housing grant, ensuring compliance and delivery.

City of Lighthouse Point, Florida
Development Services Director | *1999 – 2002*

- Directed planning, building, and code enforcement services, ensuring regulatory compliance and responsive service.

City of West Palm Beach, Florida
Senior Historic Preservation Planner / Assistant to the City Administrator | *1995 – 1999*

- Led historic preservation initiatives and redevelopment planning for CityPlace, a transformative mixed-use project.
- Helped secure the "All-America City" designation for community engagement and innovation.
- Wrote successful HOPE VI housing grant and created a neighborhood grants program to support revitalization.

City of St. Petersburg, Florida
Neighborhood Planner / Historic Preservation Planner | *1992 – 1995*

- Managed planning initiatives in historic Roser Park and authored the preservation element of the City's comprehensive plan.
- Secured federal grant funding to develop a management plan for a historic cemetery.

Professional Affiliations

- Member, International City/County Management Association (ICMA)
- Member, Broward County City Managers Association

Candidate Introduction

Section 4

Linda Connors

EDUCATION

- **Master of Science in Urban and Regional Planning,** The Florida State University
- **Bachelor of Science in History,** The University of Florida

EXPERIENCE

- **Town Manager,** Town of Lauderdale-By-The-Sea, FL | *2021 – 2025*
- **Development Services Director / Planner,** Lauderdale-By-The-Sea, FL | *2011 – 2021*
- **Government Consultant,** Various Clients | *2002 – 2011*
- **Development Services Director,** City of Lighthouse Point, FL | *1999 – 2002*
- **Assistant to the City Administrator / Senior Historic Planner,** City of West Palm Beach, FL | *1995 – 1999*
- **Neighborhood and Historic Planner,** City of St. Petersburg, FL | *1992 – 1995*

BACKGROUND

Lauderdale-By-The-Sea is a 1.5 square-mile barrier island town in Broward County, Florida, with a year-round population of approximately 6,500 that grows to over 12,000 during the season. The Town is nestled between Fort Lauderdale and Pompano Beach and prides itself on maintaining a small-town charm despite regional development pressures.

The FY2025 All Funds Budget totals **$30.47 million**, encompassing six major funds:

- General Fund: $17.7M
- Sewer: $1.71M
- Fire Services: $2.02M
- Capital Projects: $3.95M
- Building: $1.73M
- Parking: $3.32M

With a staff of thirty-eight full-time and two part-time employees, the Town contracts essential services, including law enforcement (Broward County Sheriff's Office), fire and EMS (City of Pompano Beach), and building and parking services via private vendors. As the Town Manager, I was responsible for the direct supervision of the Administrative and Executive Team (10 employees) and indirectly responsible for the remaining staff.

The three most important issues facing the Town:

1. **State Legislative Initiatives – Homestead Property Tax Reform.** The proposed constitutional amendment related to homestead property tax reform represents one of the most significant issues currently facing Florida municipalities. Given the absence of a completed fiscal impact analysis and the lack of an identified replacement revenue

source, the amendment may affect the ability of local jurisdictions to plan effectively, deliver essential public services, and maintain long-term financial stability.

2. **State Legislative Initiatives – Live Local Act**. In the 2026 legislative session, there were several bills introduced that greatly affect a municipality's ability to govern. For example, HB 1389 amends the Live Local Act, but not sufficiently to eliminate municipalities concerns.

3. **Preserving Small Town Charm** – South Florida continues to be a highly desirable place to live, work, and retire. While this sustained growth brings economic opportunities and investment, it also presents significant challenges for communities seeking to preserve their unique character and quality of life. One of the Town's primary challenges is balancing the pressures of regional growth with the desire to maintain the small-town charm and sense of community that residents value.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Over the past 15 years, I had the privilege of serving a small South Florida city, where I worked closely with both staff and the Town Commission to lead a comprehensive revitalization of the downtown area, while maintaining its historic charm. Over several years, we successfully transformed the town from a struggling, overlooked destination into a vibrant, thriving community—an achievement recognized nationally when it was featured on the cover of *Southern Living* magazine. Key initiatives included rewriting the land development regulations to promote targeted redevelopment, establishing grant programs to incentivize façade improvements for hotels and businesses, developing architectural design guidelines to preserve the town's unique character, and implementing a comprehensive wayfinding signage system to enhance both resident and visitor experience.

My interest in Juno Beach is both personal and professional. Early in my career, I lived in Palm Beach Gardens and frequently visited Juno Beach, enjoying its beautiful beaches, the Loggerhead Marinelife Center, and community events such as ArtFest by the Sea. I recognized Juno Beach as a unique community with an exceptional quality of life and a strong sense of place—qualities that made it somewhere my family and I could envision calling home. While the timing was never right to make that move, Juno Beach has remained a community I have admired over the years.

Professionally, this opportunity aligns well with my career path and the experience I have developed in local government leadership. After reviewing the Town's website and supporting materials, I believe my background in municipal management, planning, and community-focused leadership closely matches the Town's current needs. I am particularly drawn to the Town's commitment to preserving its unique character while thoughtfully addressing the challenges associated with growth, infrastructure, and service delivery.

Section 4

Linda Connors

At this stage of my career, I am seeking an opportunity where I can apply my experience in a meaningful way while contributing to a community that I genuinely value and respect. Juno Beach represents a rare combination of personal connection and professional fit, and I would welcome the opportunity to work here.

As a Town Manager, one of my most rewarding professional experiences has been leading and developing staff. I value each employee's unique contributions and believe strongly in fostering a workplace culture built on respect, open communication, and accountability. I maintain an open-door policy and prioritize proactive engagement with all levels of staff.

My leadership approach centers on providing employees with the skills, knowledge, and training needed to grow within the organization and prepare for advancement opportunities. At the same time, I recognize that not every individual may be the right fit. When performance challenges arise, I address them directly and constructively, developing improvement plans in collaboration with the employee.

I meet regularly with my executive team to align department goals with broader Town priorities. Together, we use strategic documents—including the annual budget, comprehensive plan, and Commission policy goals—to create and implement work plans. These plans are presented to and reviewed with the Town Commission to ensure transparency and shared accountability.

Staff would likely describe me as honest, compassionate, available, and deeply invested in their development. The Commission would highlight my transparency, fiscal conservatism, and success in securing outside funding—grants, direct appropriations, and investment earnings—to limit tax increases. They may consider my consideration of past practices before moving toward a recommendation as a weakness.

A leadership strength is my commitment to transparency and communication. Under my leadership, Lauderdale-By-The-Sea significantly expanded its public outreach:

- Weekly and post-Commission meeting email updates and meetings with staff
- Redesigned quarterly newsletters
- Robust social media presence
- Regular open forums (e.g., monthly public meetings with the Manager and Mayor)
- Creation of a cross-departmental Business Outreach Team

Performance measurement begins with establishing clear priorities in partnership with the Commission. Once priorities are identified, I would develop implementation plans and measurable objectives with staff to track progress. Regular reviews with both staff and the Commission ensure accountability, allow for adjustments when needed, and help keep the organization focused on achieving the Town's goals.

Section 4

Linda Connors

One of the most impactful and innovative projects implemented during my tenure as Town Manager has been the introduction of the Circuit micro-transit service. The Town previously operated a County-sponsored shuttle program that averaged only six hundred riders per month and was burdened by increasingly complex administrative requirements. Additionally, the service was inconsistent, leading to frequent public complaints.

Recognizing the inefficiencies, we made the strategic decision to cancel the program and return the grant funds to the County. In its place, we launched a modern micro-transit solution in partnership with Circuit. This electric vehicle service allows residents and visitors to request rides through a mobile app, offering point-to-point transportation rather than requiring the use of fixed bus stops. The service has been particularly beneficial for our senior population, improving accessibility and mobility throughout the Town while significantly reducing parking demand, a critical issue in our beachside community. Ridership has exceeded expectations, averaging approximately 8,000 users per month, surpassing the Town's total population.

As a native Floridian, I have spent my local government career preparing for and responding to numerous storms. Fortunately, I have not experienced a truly catastrophic event; however, each storm has reinforced the critical importance of preparation, communication, and coordination.

The most important lesson I have learned is that effective communication is essential before, during, and after a storm event. Maintaining clear and consistent communication with elected officials, staff, residents, county and state agencies, and federal partners is vital to ensuring a timely response and successful recovery. During emergency situations, staff must operate with a unified message so that accurate information is provided to decision-makers and the public.

Successful storm response begins long before June 1, the start of hurricane season. Preparation requires comprehensive planning, regular training, and ensuring that staff understand their roles and responsibilities in the event of an emergency. Throughout my career, I have worked to ensure that mutual aid agreements, debris removal contracts, and emergency service agreements are in place before they are needed. Building strong relationships with neighboring jurisdictions, county agencies, contractors, and utility providers is critical, as these partnerships help facilitate a more efficient response and recovery process. Equally important is maintaining thorough documentation throughout the event.

My experience has taught me that successful emergency management is built on preparation, strong partnerships, clear communication, and disciplined execution. When those elements are in place, a community is far better equipped to protect its residents and recover quickly from a storm event.

The economic health of a small municipality can be significantly influenced by even modest shifts in the broader economic climate. During the COVID-19 pandemic, we, like many communities, quickly adapted to support local businesses by allowing restaurants to expand into

adjacent sidewalk areas for additional outdoor dining. This temporary measure proved vital for business survival and community morale.

As pandemic restrictions eased, both restaurant owners and residents strongly advocated for the continuation of these outdoor spaces. In response, the Town launched a formal initiative to make the sidewalk café areas permanent. We engaged designers, facilitated public charrettes to gather input, and developed a comprehensive plan that included expanded outdoor dining areas, enhanced landscaping, and coordinated signage to improve the aesthetic and functionality of the streetscape.
This project was funded through American Rescue Plan Act (ARPA) resources, allowing us to make meaningful public realm improvements without impacting the Town's millage rate. The outcome has been a revitalized, vibrant commercial district that continues to be embraced by the community. The widespread support from both residents and businesses makes this initiative one of the hallmark successes of my tenure as Town Manager.

One of the most valuable professional lessons I learned occurred during my tenure as Development Services Director. After implementing a comprehensive update to the Town's land development code, we later identified discrepancies in our implementation of the new hearing notification requirements. While the impact was minimal and quickly corrected, the experience underscored the importance of meticulous code review, especially during periods of regulatory transition.

In response, I instituted a policy requiring staff to include highlighted and referenced code sections in all responses to public inquiries and development requests. This simple yet effective change has significantly improved communication, increased transparency, and built greater trust between staff and the community. The policy remains in effect today and continues to be a best practice within the department.

I have had to make the difficult decision to terminate employees during my career, but I approach these situations with a strong commitment to fairness, transparency, and professional development. Termination is never my first option; rather, it follows a structured process focused on providing the employee with clear expectations, concrete examples of required performance, and achievable milestones for improvement. Only when it becomes clear that the necessary improvements are not being made—and after all reasonable opportunities for success have been exhausted—is termination pursued. While these decisions are never easy, they are sometimes necessary to maintain the overall effectiveness and morale of the team.

The most significant challenge for the next Town Manager will be addressing the potential impacts of the proposed constitutional amendment advanced by the state legislature. If approved, this amendment will have substantial implications for local government revenues and service delivery. The Town Manager will need to work closely with the Commission, the Florida League of Cities, and peer municipalities to fully understand and respond to these impacts. A coordinated

approach will be essential to evaluate fiscal consequences, advocate for local interests, and develop strategies to maintain the Town's financial stability and ability to deliver services.

During my first six months, I would conduct a comprehensive listening tour, meeting individually and collectively with Town Council members, department heads, community stakeholders, and regional partners. The purpose of this tour would be to identify shared priorities, assess ongoing initiatives, and gain a full understanding of the Town's immediate and long-term needs. The insights gathered would result in an actionable work plan aligned with the FY28 budget. Of course, during this time, we would continue to move forward with the important work of the Town and focus on the legislative initiative to reduce local property tax.

In Lauderdale-By-The-Sea, we hired a marketing firm to assist the town with media relations and improve our use of print, digital, and social media. While I support media engagement, I believe elected officials should be the face of the community. My role is to ensure they are well-informed and positioned to speak effectively on Town matters.

Social media has been an excellent tool for the Town. It has increased our transparency and allowed more residents to participate in our local government process. We send weekly emails to our residents (explained previously in this document), which have helped our residents be more connected to the town. We have also used social media for residents to be involved in projects. For example, when we picked light poles in our new downtown area, we gave residents three choices from which to select and asked them to vote through SurveyMonkey. It was an excellent way to include the public so that they could have direct involvement in the process. For our use of social media (Instagram and Education Program), the Town has won awards from the Florida Festivals and Events Association. Since we have found the above-described use of social media effective, I would expect to recommend a similar process for using social media in Juno beach.

If the community learns that I have applied for this position, I do not anticipate any significant concerns beyond the normal differences of opinion that exist in public service.

In my leisure time, I enjoy taking Pilates classes, volunteering with the Broward County Special Populations Department, and following University of Florida athletics.

SIX ADJECTIVES TO DESCRIBE MYSELF

Transparent	Ethical
Creative	Collaborative
Compassionate	Strategic

Section 4

Linda Connors

REASON FOR WANTING TO LEAVE CURRENT POSITION

I am not currently employed. While I was relieved of my position as Town Manager for Lauderdale-By-The-Sea, the Commission made clear that the separation was not related to my professionalism, integrity, or work ethic. Rather, it reflected a desire to move in a different direction following a change in the composition of the governing body.

CURRENT SALARY

My last salary was $229,835 exclusive of benefits.

CB&A Background Checks

Section 4

Background Check Summary for
LINDA LENNON CONNORS

CB&A Note: At this point no records have been found for Ms. Connors but her report is not finalized with our background check vendor. If any records are found during their final review, we will provide an update, but we do not anticipate that any records will be found.

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
State	
Florida	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Federal	
Florida	No Records Found

Motor Vehicle	
Florida	No Records Found
Credit	Excellent
Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

Section 4

Background Check Summary for
LINDA LENNON CONNORS

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

Section 4

Background Check Summary for
LINDA LENNON CONNORS
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: _____

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ☑
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ☑
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No ☑
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☑
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☑
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes ☐ No ☑
7. Have you ever sued a current or former employer?
   Yes ☐ No ☑
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one.
   Facebook - Linda Lennon Connors Instagram Linda_Connors1
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No ☑
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

Attested to: Linda Connors
Signature of Applicant

CB&A Reference Notes

Chris Vincent – Former Mayor and Commissioner, City of Lauderdale-by-the-Sea, FL
954-612-8606

Mr. Vincent has known Ms. Connors since around 2010. He worked with her as the Development Services Director, and they worked at that level for many years. He was part of the Commission that promoted her to the position of Town Manager.

Everything came to the Commission and was reviewed by them. If a Commissioner had an issue with a decision made by the Town Manager, they brought it up at meetings. However, they had no reason to chastise Ms. Connors for anything serious or even minute. They were very happy with her work, and her job performance was sensational.

Being innovative, Ms. Connors was always looking to be creative. She maintained the organization at a high level. She implemented great policies to address areas where they were struggling. She regularly met with elected officials to bring them up to speed prior to Commission meetings. If she was not sure the Commissioners were aware of something that may be on the agenda, she had that conversation before the meeting.

Attending every meeting and function, Ms. Connors was very visible in the community. She was required to attend Commission meetings per the charter, but she attended all functions regardless of whether they were sponsored by the Town, vendors, or business owners. She was available whenever the public wanted to talk to her. She opened town hall to residents and business owners every Monday. She let them voice how they felt and listened to what they had to say.

The Town was having trouble with parking. The County provided a service to move people around, but it was not efficient. Ms. Connors brought in Circuit which has increased ridership and eased the demand for parking. This new service has created a pedestrian flow where people can travel without cars. The community is more walkable now. Rather than the fixed route service that the County offered, Circuit comes to where the customers are. The service is more effective and efficient. Its success has been phenomenal.

Ms. Connors hired an extremely talented Finance Director though she still oversaw the budget process. She worked well with the Commission on the budget. They did not have to raise taxes and even lowered them in some years. She adhered to the budget established by elected officials.

Ms. Connors accomplished her work in a timely manner. She performed well under stress. She never had to be admonished or reprimanded when Mr. Vincent was on the Council. Running a Town and having five supervisors is not easy, but she did well.

It is not always easy to please constituents, but most of Ms. Connors' recommendations for the betterment of the Town were spot on. Her purpose was to improve policies and move the community forward. Her background is clear of anything that could concern a reasonable person. They occasionally had to reel her in from trying too hard. She was an incredible asset in every role that she has held.

Mr. Vincent would absolutely hire Ms. Connnors. She was a good manager, and he was sorry to see her go. They have tremendous respect for each other and could disagree while remaining friends. She would be a great hire for any community.

Words or phrases used to describe Linda Connors:

- Leader,
- Willing to listen,
- Innovative,
- Extremely brilliant,
- Understands government,
- Good communications with other agencies to benefit the Town, and
- Great insight into public safety and the budget.

Strengths: Understanding government. Hiring is sensational and retention is the best that Mr. Vincent has seen. Her ability to lead has been very remarkable.

Weaknesses: Attempts to do everything in the best possible way which sometimes clouds her ability to see the negatives. However, her intentions are always good, and she wants everything to work well.

Randy Strauss – Vice Mayor, City of Lauderdale-by-the-Sea, FL 954-557-5297

Mr. Strauss has known Ms. Connors since 2018. She was a director, then Assistant Town Manager, and finally the Town Manager. She has been excellent in every role.

Ms. Connors made great decisions both in hiring and in general. They had one of the happiest group of employees in any town in the County and maybe even in the state. She was very good at keeping others informed.

Unless Ms. Connors was out of town, she was at every event. She worked very well with the public. She held weekly meetings with business owners and was always available to them. She provided opportunities to interact with them.

One neighborhood had traffic concerns related to speeders. Ms. Connors led the team to conduct a traffic study and a survey. The team consisted of herself, the Public Works Director, and the Police Captain and Community leader for that area. They first determined if there truly was a problem and then looked for a way to resolve it.

Ms. Connors relied on the finance and budget staff as they specialize in numbers. She then built a budget around what is needed and wanted, and how to best apply the resources they had. They were very fiscally responsible and had the lowest millage rate in the County. The Commission

asked staff to sharpen their pencils and do their homework when it came to spending money. She was good at stretching out a dime to a dollar.

Lauderdale-by-the-Sea is not tied up in bureaucracy like most communities and processes move faster there. While this culture was established by her predecessors, Ms. Connors continued the philosophy. She was quick to respond and to complete her work.

In a small town cutting the grass eight inches instead of nine can be controversial. However, their Town runs well, and they do not receive the complaints from residents that similar communities do. They have a good staff, and the community is taken care of. Ms. Connors has not been involved in any controversy. She is very stoic in challenging times.

Mr. Strauss hired Ms. Connors once and would do so again. He wanted her to stay in Lauderdale-by-the-Sea. She consistently received high marks from her elected officials who tend to be very critical. Whoever hires her will be very lucky.

Words or phrases used to describe Linda Connors:

- Responsible,
- Communicative,
- Caring,
- Tough,
- Smart, and
- Trustworthy.

Strengths: Great at strategizing, thinking outside the box, forward thinking, plays chess instead of checkers, organization, setting goals and following through.

Weaknesses: None identified.

Susan Trevarthen – Town Attorney, Town of Lauderdale-by-the-Sea, FL 954-675-3261 954-763-4242

Ms. Trevarthen worked with Ms. Connors when she was a new attorney for West Palm Beach and Ms. Connors was a Historic Preservation Planner. Ms. Connor was promoted to be Assistant to the City Manager. They did not work directly together in this regard, but their projects overlapped. Ms. Connor then worked for a developer who has business in the city where Ms. Trevarthen worked. Lastly Ms. Trevarthen became the Town Attorney for Lauderdale-by-the-Sea in 2009. They have worked together since 2011 when Ms. Connors was hired.

Ms. Connors was new to the role of Town Manager when she was promoted to the position. She was hired in the wake of a manager who was rarely seen in Town Hall during the last six months

of his tenure. Following a manager not performing well has both positives and negatives. The next manager looks good by comparison, but it is also very challenging because she had to address many issues. She was first hired as an Interim so she could not do everything that she wanted to do as she may not have been able to see it through. Once she became the permanent manager, she quickly achieved many notable accomplishments.

Lauderdale-by-the-Sea had some retractable issues, and Ms. Connors quickly resolved them. She inherited underperforming individuals who were also very well liked. She addressed performance issues and reorganized staff. She hired individuals who performed at a high level.

People in the community were either for or against the Volunteer Fire Department and the sentiment was very strong on both sides. Over the years their ability to perform deteriorated, which was noticed by many, and then an incident occurred where they did not perform well. Ms. Connors took the opportunity to contract with a neighboring city for fire service. The transition was amazingly smooth because the community realized that they could receive better service from this new contract.

Lauderdale-by-the-Sea is perhaps the only community in the County that has a visitor's center besides the County government. The Town had a contract with the Chamber to run the center, which had been a long-standing politically charged controversy because Town officials wanted the center managed in a different way. She ended the contract and disentangled the Town from the controversy. She navigated the process skillfully and it ended well.

In the beginning Ms. Connors would have said that the issues mentioned above could not be resolved quickly or well, but once in charge she was unafraid to identify and address them. She rewarded staff who deserved to be rewarded and removed underperforming staff. She made good progress in every area that needed improvement and did so in very short order.

Town finances were very simple because they do not have debt or bonds. She kept everything in order. Ms. Connors learned how to manage the budget process. She also had a great skillset in land use. She worked with applicants, the public, and stakeholders.

When Ms. Connors was promoted to the position of Town Manager it was easy in some ways because most of the hot political issues came through her department, and she understood them well. One example was a former Mayor who was also a general contractor doing work in the Town. He visited the Building Official regarding the properties that he was hired to work on, and thus had access to Town officials that other general contractors did not have. This issue was delicate and took skill to navigate. She understood and worked with the political aspect.

Ms. Connors developed working relationships with stakeholders that were important to their work. Some of these relationships took a long time to build. She was not at every single event, but most managers were not. She understood the need to involve the community.

Some clients purposely do not call the attorney because they know they should not move forward in the way they want to go. Ms. Connors is extremely interested in and recognizes the value of legal advice. She asked for permission rather than forgiveness. They had good dialogue and worked through matters together. Occasionally, however, she had to be reminded by Ms. Trevarthen that it was the manager's decision and not the attorneys.

A former Town Manager came from a much larger community. This manager was highly capable, but residents began to view her as calling all the shots and resentment built. When Ms. Connors was promoted that same sentiment started to build towards her, but she was able to break through it. She worked with business owners and stakeholders to help them understand that she was implementing the will of the elected officials and was not personally against them. She was very well liked by the public.

Ms. Connors' behavior has always been ethical and proper. She will be a good fit for the right place. She enjoys smaller communities and sees them as a more natural fit.

Words or phrases used to describe Linda Connors:

- Productive,
- Quick to resolve issues,
- Understands government,
- Community minded, and
- Communication.

Strengths: Quick to identify and resolve their issues, understands her role.

Weaknesses: An essential ingredient in management is to find the point that is good enough and move forward. Having a manager who has paralysis by analysis is very detrimental to an organization. She finds the good enough and presses forward. It works well most of the time but occasionally she could have done more research before moving forward. Also, she does not like to be involved in politics.

Courtney Easley – Assistant to the Town Manager, Lauderdale-by-the-Sea, FL
954-640-4212

Ms. Easley has known Ms. Connors since 2022. Ms. Easley oversees Human Resources, marketing, grants, and other departments. She reported directly to Ms. Connors until 2025.

Ms. Connors was an above average manager. She did a great job assessing the organization once she became the manager as many changes needed to be made. She engaged the community and built relationships with the elected officials.

Reference Notes
Linda Connors

Lauderdale-by-the-Sea is a small town, and they are a tight knit community. The Town is also a destination for snowbirds. When residents see construction, they are automatically concerned about high rises coming in. Ms. Connors did a great job communicating with residents. She enhanced the Town by bringing in more businesses without compromising the qualities that residents enjoy. Her communication was excellent. She had weekly meetings with business owners while keeping the Commission informed. She brought a different perspective, but she knows government and is deeply rooted in it.

Some of the hires Ms. Connors made include the Town Clerk and the Development Services Director. She hit these hires out of the ballpark. She looked at the numbers and the service levels from the vendor handling their code enforcement and realized the Town could do a better job. Others were hesitant at first because this vendor had handled code enforcement for so long, but service levels had decreased over time. The new code department has had a very positive reception. She did a great job building up the organization.

Ms. Connors was innovative while also keeping operations at a high level. She explored how to integrate AI into daily work processes to improve resident experience. She kept a pulse on future technology. She was also aware of regulations and what was coming down the pipeline. She could see the impact future legislation could have on the town and began to have conversations early to mitigate the effects.

A resident complained that they were not using the street sweeper on his road, however he lives on a state road. Rather than just calling back and stating that he lives on a state road, Ms. Connors drove to his street to review the situation. She took tours of the neighborhood and spoke to residents. She had the pulse of her community. She attended all community meetings, even those that were going to be difficult. She was very engaged and worked well with residents and business owners. They called her because she answered the phone and responded to them.

Ms. Connors held a Tuesday morning staff meeting to keep employees informed. She also came to their office to speak to them individually as needed. She maintained a good rapport with the staff and Commissioners.

Most tasks given to Ms. Connors were completed within the timeline asked. Occasionally something outside her control impeded the process and, in those moments, she communicated the reason for the delay. One of the projects she led was completed a month early and was later featured in Southern Living Magazine.

When presenting information to the elected body that may not be received well Ms. Connors took the lead but allowed the department head to answer questions. She ensured the department head had all the information so they could be successful.

Ms. Connors has not been involved in any controversy. Nothing in her background or conduct would concern a reasonable person. A few individuals attend every meeting to complain. However, they do not always see the full picture behind why decisions are made.

Ms. Easley recommends hiring Ms. Connors today. Ms. Connors has grown much in how she interacts with the staff and the Commission. She was always assertive, but she has become more nuanced now. She is comfortable in the role.

Words or phrases used to describe Linda Connors:

- Innovative,
- Firm,
- Communicative,
- Caring,
- Methodical but flexible, and
- Relatable.

Strengths: Communication, working with the community, deeply rooted in government.

Weaknesses: Predicting the wants of the elected body is challenging for any manager. They receive updates but then hear from residents and their opinion changes. In meetings these varying opinions may surface which are surprising to the manager. An area of improvement is not overly reacting when this happens and understanding that it is a possibility.

Ken Rubach – Former Deputy Town Manager, Lauderdale-by-the-Sea, FL 708-359-2942

Mr. Rubach has known Ms. Connors since 2018. They were peers as fellow department heads. She became the Town Manager, and he was the Deputy Manager. On a personal note, in 2023 his father passed away and he experienced a divorce in the same year. She was very supportive of him through this very difficult time. She has been supportive of community members as well. One man lost his wife after being married for fifty years. She took him to doctor appointments and out to lunch occasionally.

Ms. Connors was a wonderful supervisor and a friend. She brought employees together and established a good culture at town hall. They are friendly with each other now and even go to lunch together. She stayed out of the staff's way, in a positive way. She let the department heads do their job. Every hiring decision she made was very good.

Ms. Connors was not afraid to improve what needs to be improved, but she maintained what is working well. The Town is a beach front community and parking is a premium. She introduced Circuit which has been beneficial to the community in providing transportation needs for both residents and guests. Before building a playground, she first sought to understand what the residents wanted rather than just implementing what the staff wanted to build.

Reference Notes
Linda Connors

Ms. Connors spent a great deal of time in the community. She visited the Community Center to play cards and took exercise classes with other members. She hosted a Monday with the Mayor where residents could speak about their concerns. She visited new businesses to introduce herself. She was well known and well liked in the community.

Communication is constantly flowing with Ms. Connors, and it flows both ways so that no one is ever blindsided. She is available at night, on weekends, and even on vacation. She is a leader who wants to be involved.

A child was digging a hole at the beach when the sand collapsed, and she suffocated. Ms. Connors stayed in contact with the family. She also led a media campaign around building castles instead of digging holes and this campaign has been used nationwide. Her job is not a job to her, rather it is her passion.

The Town is very fiscally conservative, and employees are tasked with doing more for less. Their millage rate has been below four for many years. Ms. Connors was very creative with financing. She sought grants and worked with lobbyists to receive state funding. She always had an eye towards making the best financial decisions for the community.

Not only did Ms. Connors meet her personal deadlines, but she also ensured that staff met timelines as well. She communicated progress to the elected officials and the community. She did not leave projects unfinished. She accomplished the work.

In stressful times Ms. Connors and the staff may vent or chuckle about what is happening. However, they end these conversations by taking a breath and remembering why they work in government. They consider themselves lucky to be doing what they love even when it is stressful. She lives by the philosophy that she wants residents to be excited about living in the Town and inspires the same sentiment in staff. Residents can feel their passion and reciprocate by buying lunch for the public works team or things of that nature. She is doing a great job.

Ms. Connors' background is clear of any incident that might concern an employer. She always tries to find a way to get to yes and has worked hard to eliminate bureaucracy. She explains why she cannot fulfill a request but also shares what she can do to address their concerns.

Mr. Rubach would hire Ms. Connors and loved working for her. She was a fantastic manager. She will be an asset to any community because of how she cares for residents and the staff.

Reference Notes
Linda Connors

Words or phrases used to describe Linda Connors:

- Courageous,
- Innovative,
- Empathetic,
- Caring,
- Thought provoking,
- Good sense of humor, and
- Compassionate.

Strengths: Great with the Commission and residents, not a micromanager, built rapport among the staff.

Weaknesses: Can be overprotective of department heads with the Commission. The staff appreciates her efforts, but the Commissioners may not.

Alex Fenech – Landscape Architect, Coral Springs, FL 810-444-8188

Mr. Fenech has known Ms. Connors since 2019. She was a client of his on several projects. They have worked on some of the higher profile and signature projects in the Town. Lauderdale-by-the-Sea operates at a very collaborative level. Ms. Connors was always very professional. She put the Town, goals, and the residents at the forefront of her decisions.

Mr. Fenech has attended Commission meetings when they worked together on projects. He watched Ms. Connors give presentations on other projects in the community. She also provided updates on internal initiatives. She communicated well and made good decisions. She was very well respected by residents and staff.

When Mr. Fenech attended events in the Town he often bumped into Ms. Connors. They interacted at events like Music on the Beach and the Farmer's Market. She was very friendly with residents and knew everyone.

They built a rapport. Ms. Connors was very communicative when questions came up. They finished a community survey exercise with the Town and comments continued to come in after the deadline. She was good about passing them along.

Mr. Fenech is not aware of any controversy involving Ms. Connors. A supervisor he used to work with was involved in a controversial project with the Town. The project became politically dicey, and the contractor was burned badly on the project. This individual may not have positive comments about Ms. Connors. However, actions taken on the project were decided by the Commission. This supervisor sees her as guilty by association, rather than any character flaws in her personally.

Ms. Connors was Mr. Fenech's favorite client. She and the staff made him feel so welcome when he came to meetings to present proposals. He does not receive the same reception from other communities. If they did not have a professional relationship he would enjoy being her friend. They mutually respect each other. She introduced many events and initiatives, which are noticeable and remarkable to visitors to the community.

Words or phrases used to describe Linda Connors:

- Caring,
- Genuine,
- Authentic,
- Does what she says she will do,
- Responsive, and
- Spends tax dollars wisely.

Strengths: Very clear communicator, very clear in her requests, asks questions so she can communicate appropriately with her elected officials and community.

Weaknesses: None identified.

Jason Bagley – Partner, Circuit, Fort Lauderdale and Miami, FL 305-494-1612

Mr. Bagley has known Ms. Connors since around 2021. His company provides on-demand micro transit to communities and Lauderdale-by-the-Sea is one of his customers. Ms. Connors communicated well and kept him informed. She was quick to respond and made herself available. She answered texts after hours and on the weekend.

The Town had a contract with Broward County for transportation services, but it did not meet their needs. Ms. Connors led the charge in transitioning to Circuit for their micro transit needs. She was very supportive and was a great champion of the process. She brought everyone together. The program has been successful. The numbers are incredible, and the Town is receiving better service at a fraction of the cost.

Ms. Connors is well respected throughout the County and officials from all the municipalities speak highly of her. She has been involved in different initiatives beyond micro-transit. The consensus is that she does a great job and is always involved in driving things forward.

Ms. Connors led community engagement and had conversations with community groups, so they were informed and knew the plan for transit. She explained to the County that they wanted fixed routes to end so they could have on demand services. Because of her outreach, they encountered no obstacles in the process. The Town has since renewed the contract with Circuit.

Ms. Connors was respected by County Commissioners, which was an asset in her work with them. An amendment was recently passed related to surplus tax that will benefit the Town, and she was instrumental in the process. She remained strong and pushed through the roadblocks. The cities around Lauderdale-by-the-Sea have exploded with development. Ms. Connors and Town officials have kept true to what residents want. They limit the number of stories a building can have, and their success is apparent to anyone who visits the community.

A privately owned pier was damaged in a hurricane which became controversial. Ms. Connors was part of the debate on how to resolve it. Her background does not contain any negatives that would impede her hiring.

Mr. Bagley would hire Ms. Connors. She was a great Town Manager. He cannot give her any higher marks than what she has received. She was really invested and very committed in making the Town what it became. She was liked by the business community and residents because she was very fair.

Words or phrases used to describe Linda Connors:

- Tenacious in a good way,
- Balanced,
- Fair,
- Listened to the opposing side and the community before making decisions,
- Thoughtful, and
- Prudent with development.

Strengths: Strong leadership, Bringing everyone together.

Weaknesses: None identified.

Jhanelle Campbell – Development Services Director, City of Lauderdale-by-the-Sea, FL
954-234-3254

Ms. Campbell has known Ms. Connors since 2016. She had been working in foreclosures and came to work in the Development Services department. Ms. Connors was a mentor for Ms. Campbell. This mentorship is the reason that Ms. Campbell was able to learn and matriculate through the ranks. She is now serving as the Development Services Director.

Ms. Connors did a great job. She was a compassionate and fair leader. She always considered what was in the best interest of the entire community. She thinks before she speaks and did not automatically reject new concepts. She paused to consider the information before reacting.

Reference Notes
Linda Connors

The Town has a small staff, and fit is as important as knowledge base. Ms. Connors worked very hard to ensure that those hired work well with others. She made good decisions generally. She was innovative, a change agent, and she maintained operations at a high-performance level. She held weekly staff meetings to review what the departments are working on.

Ms. Connors was often out in the community. She had a meeting on Mondays with the Mayor where people could voice opinions or talk about issues in person. She was not removed from the public and she returned phone calls. No task is beneath her.

Ms. Connors is a leader. She has good financial skills. She is timely in completing her work. She handles stress well and is most often the person who is trying to calm others down during difficult or challenging times.

Ms. Connors is very ethical, and she follows the rules. As such, nothing in her past would concern an employer. Ms. Campbell does not know anyone who has a negative opinion of Ms. Connors. Ms. Campbell would hire Ms. Connors. She is a good manager and a wonderful person. She is very smart, and any community would be lucky to have her as their manager.

Words or phrases used to describe Linda Connors:

- Compassionate,
- Innovative,
- Fair, and
- Accountable.

Strengths: People person, forms very strong professional relationships with key stakeholders in the community, creative problem solver.

Weaknesses: Being very compassionate is a strength but at times it can be a weakness as well.

Richard DeNapoli – Commissioner, City of Lauderdale-by-the-Sea, FL 954-488-1890

Mr. DeNapoli worked with Ms. Connors from 2024 to 2025. During this time the Mayor and Ms. Connors were in conflict. While Ms. Connors was a hard worker and very capable, the Commissioners had to choose between the Mayor and Ms. Connors. Mr. DeNapoli felt that he should side with the individual who was elected by the people, so he voted with the Mayor to separate Ms. Connors from the organization.

Ms. Connors was very experienced but at times it felt like she was trying to be the Super Commissioner. When an elected official gave a suggestion, she wrote a memo on why it was a bad idea. It may have served her better to put the idea on the agenda and let the Commissioners

discuss it. Some of the staff members felt that she was controlling. She was very friendly but could come across as condescending at times.

A manager or deputy manager role in a larger town may be a better fit for her. She would do very well in a town that is stable and wants someone to keep processes the way they are.

Strengths: Capable, experienced.

Weaknesses: She is very capable, she just does not always know when to keep her thoughts to herself.

Lamar Fisher – County Commissioner, Broward County, FL 954-931-0585

Mr. Fisher has known Ms. Connors since 2007 or 2008. He was the Mayor of Pompano Beach, and she worked for him for several years. He worked with her from 2020 to 2025 in his current capacity. She was extremely professional and great to work with. She was an excellent manager.

Ms. Connors assembled a great crew, which is helpful to the County. Her hiring decisions were good, as are her decisions in general. She was very innovative and efficient. One of her best traits was communication. They kept each other informed.

When they had issues with the community bus system Ms. Connors was responsible for the project and showed creativity. Also, she was instrumental in the process to free up County funds to help municipalities at a higher level than before. She helped move the initiative over the finish line. She has created opportunities for funding. Her creativity has made a significant impact on their community.

Mr. Fisher saw Ms. Connors at all the events that he attended, including parades and even community events on affordability. She never appeared stressed in Commission meetings. She was very well respected in the community.

Mr. Fisher is not aware of anyone who would disagree with the statements in this reference. Ms. Connors has not been involved in controversy. Mr. Fisher would hire her. She is an excellent manager. She has worked her way through the levels. She will be an asset to any community and will make a positive impact wherever she is hired.

Words or phrases used to describe Linda Connors:

- Professional,
- Efficient,
- Cooperative,
- Communicative, and
- Respectful.

Section 4

Reference Notes
Linda Connors

Strengths: Tenacity, accomplishes the goals in a timely manner, very compassionate but very professional.

Weaknesses: She can be too compassionate at times.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

Section 4

CB&A Internet Research

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Linda Connors** is listed below.]

MSN
December 25, 2025 [date this article was published]

The 9 best things to do in Lauderdale-by-the-Sea, Florida
by Tara Massouleh McCay

It's the old-fashioned beach town of our dreams. As a rule of thumb, any destination that includes the phrase “by-the-sea” in its name is somewhere you want to visit. Similar to the effect of a Southern double name, “by-the-sea” communities are inherently charming and tend to respect tradition. They’re quiet but never boring, cheerfully bustling but not overcrowded. The idyllic South Florida beach hamlet Lauderdale-By-The-Sea offers all of these things and more. Ahead, learn more about this quaint coastal town with the best things to do in Lauderdale-By-The-Sea, Florida.

Lauderdale-By-The-Sea's Coastal Charm
The bridge from Fort Lauderdale into Lauderdale-By-The-Sea is like a portal to vacation world. Cross over, and suddenly ho-hum drugstores and fast-food restaurants transform into vibrant shops and cafes. The streets become lined with twinkle light-wrapped palm trees, and the extra-wide sidewalks are speckled with outdoor dining tables and flip-flop-wearing locals. The change of pace is palpable. The sun seems to shine a little brighter, giving everything a candy-coated gleam, and the soft breeze holds the faintest scent of saltwater. The only thing to do is exhale and obey the town’s tagline: “Relax...you’re here. Unlike other coastal destinations that easily succumb to high-rise condos, touristy restaurants, and run-of-the-mill souvenir shops, Lauderdale-By-The-Sea understands that growth doesn’t always equal progress. The community celebrated its 75th birthday in 2024. And in another 75, they hope to look and feel largely the same. “So many places in South Florida are growing,” says town manager **Linda Connors**. “Miami wants to be Hong Kong, Fort Lauderdale wants to be Miami, and Pompano Beach wants to be Fort Lauderdale. Everyone hopes to grow, but we don’t; we try to keep what we have but make it better.”

How The Town Has Developed While Still Maintaining Character
Ten years ago, Lauderdale-By-The-Sea took strides to do exactly that by carrying out a series of upgrades. They widened sidewalks to accommodate more outdoor dining, replaced pavers in public spaces, added a plaza to the center of Commercial Boulevard, brought multicolored Adirondack chairs and umbrellas to Anglin’s Square, and came up with a new logo. “We gave ourselves a face-lift and started marketing the town, and it’s been nonstop ever since,” **Connors** says. Today, Anglin’s Square is the area’s destination for major holiday events (including a spectacular Christmas tree lighting) as well as for bimonthly dance lessons, live music, and beginner’s yoga—all completely free for anyone who happens to pass by. To help preserve the community’s character, they also implemented low-rise legislation in its charter, mandating that no new structures over 33 feet tall can be built. At the same time, business owners were encouraged to embrace, and in some cases return to, the mid-century modern style of many of

the original buildings. Retro renovated boutique hotels like High Noon Beach Resort, Driftwood Beach Club, and Plunge Beach Resort are just a few examples. For every new development this place considers, **Connors** says they regularly think back to another motto: Small is big. “We’re trying to keep the small-town feel, so that’s always at the forefront of our minds,” she says.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican
August 28, 2025

Despite good reviews, commissioners had doubts about former town manager Linda Connors
By John Hayden

In January, then town manager **Linda Connors** received rave reviews from commissioners and Mayor Edmund Malkoon. In July, those same officials fired her. The dirty laundry was aired during the July 22 town commission meeting when Malkoon described **Connors** as evasive, disrespectful, and combative. A week later, during a special meeting, she was dismissed. Even people who follow town events closely were shocked, especially in light of her 2024 performance reviews which were disclosed in January and painted a rosy picture.

But, a look beyond the numbers reveals the seeds of discontent had already been sown. Commissioners evaluated her in various categories, using a 1-5 scale where 5 represents exceeding expectations. Her average score was 3.86. Malkoon appeared to be a fan, giving an overall score of 3.88 and saying that "2024 was an exceptional year for the management of our town. I appreciate the communication I have had with Ms. **Connors**." When listing areas for improvement, he said, "I would like to see better encouragement and independence of staff. I feel they are qualified to do their jobs more independently." At the July 22 meeting, he cited her poor response time to questions about town operations and lack of in-person staff during a weekday afternoon. **Connors** said some were out doing town business while others were working from home. While not a direct shot at the town's work from home policy, which he has supported, it does appear to be a sharp departure from his comments. In the review, Malkoon lauded **Connors** for the 2024 transition from the Volunteer Fire Department to Pompano Beach Fire Rescue. However, by the time the reviews were discussed publicly, that deal had fallen apart; the town is still looking for a new provider while paying much more to Pompano during the interim.

In contrast, commissioner Richard DeNapoli has been critical of **Connors**' communication style for a while. In his evaluation, which awarded a panel-low score of 3.37, he said, "There are some circumstances where the commission needs to inquire about items and the response is that there was not a mechanism to follow through. Commission should be informed if this is the case at the inception rather than having to re-inquire."

Commissioner Theo Poulopoulos, whose rating was 3.99, echoed communication concerns. "There are some issues and suggested remedies which I raised which were not seriously considered . . . It seemed there were some instances where new commissioners had issues with some follow up," but says he didn't experience that problem.

Commissioner John Graziano withheld judgment during the 2024 review process, saying that, as a new member, he didn't have enough interaction with **Connors** to give a fair evaluation. By July, his judgment was loud and clear. He described her as "very controlling" and accused **Connors** of using the Sunshine Law to control the flow of information to commissioners. The

Sunshine Law prohibits elected town officials from speaking to each other privately about town business. During the special meeting, **Connors**' only support on the dais came from Vice Mayor Randy Strauss, who said the situation was not as dire as it was described. In his official evaluation, he gave her a 4.19 and described her as "responsive and show(ing) balance between the town's residents, commercial concern and the town's objectives." The search for a new town manager is underway.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican
August 7, 2025

Lauderdale-By-The-Sea facing lots of issues
By John Hayden

This seaside town has a lot of balls in the air and its changing jugglers. Not long ago, the years-long repair and revamping of Anglin's Pier was the most pressing public matter in the town. Those days are over. Now the list includes finding a new fire/rescue provider, deciding if Lauderdale-By-The-Sea (LBTS) should replace the aging and outdated public safety building, an unexpected spike in the cost of law enforcement, and rising insurance costs. And **Linda Connors**, the town manager in charge of overseeing all this plus daily operations, was fired last week. Deputy Town Manager Ken Rubach is serving as interim manager until a replacement is named. He has been with the town since Dec. 2018 and is very familiar with the challenges ahead. Nearly all the issues have little budgetary wiggle-room.

Anglin's Fishing Pier
The pier suffered severe damage from Hurricane Nicole in November 2022 when a section of it collapsed into the ocean, resulting in its closure. The town's website says the state has waived some permit requirements and the application to the Army Corps of Engineers is complete. If the project stays on schedule, repairs should begin in earnest next July awith the pier expected to re-open in summer 2028. However, the pier remains a substantial public safety hazard. This year the town closed the area one block north and one block south to swimmers and fishermen. The pier is privately owned so there's only so much the town can do.

Fire rescue
In 2023 Pompano Beach Fire Rescue offered the town a lucrative deal to provide services for $1.4 million per year with scheduled increases each year for up to 15 years. That cost was $4 million lower than Fort Lauderdale and $6 million lower than Broward County and offered cost stability. The proposal from the Volunteer Fire Department was $2.3 million and $900,000 for American Medical Response to provide emergency medical services. The deal from Pompano seemed too good to be true. Turns out, it was. Just 18 months later, in January 2025, Pompano opted out of the contract. The town has about a year left to find a new provider. In the meantime, it is paying the true cost of protection which the city estimates will be about $3.6 million.

Public Safety Building
The public safety building, a former hotel, is, essentially, obsolete. Built in the mid-20th century, it is no longer big enough to house a modern fire rescue rig. An official from another city's fire department, who asked that his name not be published, says it's "a mess." The town has been putting away $500,000 a year to fund a replacement. The estimated cost, at the moment, is $10 million. The design process alone is likely to cost about $1 million. How the town acts on this matter will play a major role in how it solves the fire rescue situation.

Law enforcement
The Broward Sheriff's Office (BSO) has a contract with the town to provide law enforcement. But, much like the fire-rescue contract, it's not written in stone. Scheduled contract increases are being thrown out the window as BSO is raising personnel costs about 25 percent over the next two years. As in many municipalities, BSO is losing officers to other jurisdictions. Its administrators say the increase will help recruit and retain top talent. Deerfield Beach refused a similar request and said it would only pay the contract rate. BSO then took steps to terminate the contract.

Insurance and other mandatory costs
Other major, unavoidable costs include insurance and retirement. As just about every homeowner in South Florida knows, storm/wind insurance premiums tend to only go one way: up. The town is in the same boat. Health insurance for town staff can be negotiated but the options, reduce coverage or pay more, aren't optimal. The town also participates in the Florida Retirement System, which the town pays into.

$olutions
There's a saying that goes, "The answer to every question is money." In the case of LBTS that's only part of the solution. With the third-lowest millage rate in Broward County, the town already does a lot with a little. How it spends money will be key. Rubach will need to have a strong working relationship with commissioners. The tax rate won't go up this year, and there could even be a cut. But long term planning needs to anticipate increasing costs while being flexible enough to deal with unexpected costs like BSO and fire safety. Commissioners set policy and the town manager's job is implementation.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican
July 30, 2025

Lauderdale-By-The-Sea Commission fires town manager
By John Hayden

Passions ran high during a special meeting of the town commission Tuesday which ended with Town Manager **Linda Connors** being fired. The vote was 4-1 with Vice Mayor Randy Strauss dissenting. This comes one week after Mayor Edmund Malkoon described **Connors** as "evasive," "disrespectful," and "combative." His remarks came after he asked questions about town operations, specifically about human resources, staffing, and accountability of staff on their work from home days. Moments later, the situation on the dias devolved. **Connors** said, "We both said things that we probably shouldn't have." Malkoon replied, "I didn't." She paused, then said, "Okay. Then your statement that I was trying to get fired so I could get another job was erroneous." Malkoon said, "I didn't say that. I said if this wasn't the correct place – after you had an attitude with me in the parking lot – I said if this wasn't the right place for you then leave." **Connors** replied, "You said I was trying to get fired." Malkoon: "No I didn't."

Other commissioners were clearly blindsided, saying only that the mayor is the boss and **Connors** serves at the pleasure of the commission. That set the stage for the special meeting on July 29.

Anger, sniping and the vote
The commission was on summer recess until Aug. 26, but Malkoon felt the situation needed to be addressed immediately. Dozens of people filled the commission chamber. During public comments, those for and against **Connors'** removal spoke up and shared diametrically opposed opinions. Tensions escalated when commissioners made their remarks. Commissioner John Graziano described her as "very controlling" using Sunshine Laws to control the flow of information to commissioners. Sunshine Laws restrict how elected officials can discuss issues outside of the public record. He also cited her applying for another job as a reason for his vote to remove. **Connors** has been transparent about going for a job in Orange Park near Jacksonville to be closer to her parents. When she tried to address that concern, Malkoon essentially shut her down.

Strauss vehemently opposed her removal, calling it "abrupt and unjustified" and the result of a "personal tiff." He said he had "never witnessed any disrespect on her part or a personal squabble." Those comments did not sit well with Malkoon. He said that suggesting this was an orchestrated attempt to remove her "minimizes my role as mayor." Going into the vote, the result was clear and moments later **Connors** was gone from the dais.

Long term employee
Connors has been with the town for 14 years. She arrived in 2011 as town planner and became development services director in 2015. In January 2021 she served as interim town manager and was given the job permanently that October. Her dismissal was surprising as her most recent

performance review in January was glowing. She received an overall score average of 3.86 out of 4, and was granted a 3.86 percent merit raise. Her accomplishments include bringing code enforcement back inhouse, developing human resources, and getting a Water Taxi stop.

Assistant Town Manager Ken Rubach will serve as interim town manager until a permanent replacement is named.

Since 2010, various town commissions have fired three town managers: Esther Colon in 2010, William Vance in 2021, and now **Connors**.

https://www.cfbroward.org/articles/community-foundation-hosts-mayors-philanthropic-forum
May 16, 2025

Community Foundation Hosts 'Mayors Philanthropic Forum'

The inaugural "Mayors Philanthropic Forum" on May 14 at the Community Foundation of Broward enabled local leaders to learn more about the work of the Foundation and discuss ways for philanthropy to help make life better in local communities. The Community Foundation of Broward recently welcomed local mayors and other municipal officials for an engaging discussion about how philanthropy can help shape stronger, more vibrant communities. The inaugural "Mayors Philanthropic Forum," held on May 14 at the Community Foundation, is planned to become an annual event where local leaders can learn more about the work of the Foundation as well as ways for philanthropy to help make life better in local communities.

City officials in attendance included: Coconut Creek Mayor Jacqueline Railey, Dania Beach Mayor Joyce L. Davis, Fort Lauderdale Mayor Dean Trantalis, Broward County Commissioner Beam Furr, Lauderdale-by-the Sea Mayor Edmund Malkoon, Lauderdale-by-the-Sea Town Manager **Linda Connors**, Lauderdale Lakes Mayor Veronica Edwards Phillips, Lauderdale Lakes City Manager Venice Howard, Lauderhill Mayor Denise Grant, Lauderhill City Manager Kennie Hobbs, Jr., Lighthouse Point City Administrator Ross Licata, Oakland Park Mayor Tim Lonergan, Oakland Park Assistant City Manager Andrew Thompson, Pembroke Pines Mayor Angelo Castillo, Pompano Beach Mayor Rex Hardin, Tamarac Mayor Michelle Gomez, West Park Mayor Felicia Brunson and Weston Mayor Margaret Brown.

Forum topics included:

- The Foundation's "Lead with Love" mural project, a transformative public art initiative in collaboration with Business for the Arts Broward, which is creating nine murals that promote love, unity and cultural engagement in communities across Broward.
- A new philanthropy study produced for the Foundation that looks at the generosity and untapped philanthropic potential of Broward County.
- Press Forward, a national movement to invest in local news and information to ensure the community has access to the local knowledge it needs to thrive.
- A discussion about ways for philanthropy to create positive impact in cities and examples of creative philanthropic partnerships already underway in cities across Broward.

"It was an honor to host some of Broward County's most influential and visionary leaders at our inaugural Mayors Philanthropic Forum," said Community Foundation President/CEO Jennifer O'Flannery Anderson, Ph.D. "By coming together to address the challenges facing Broward County, we are fostering the collective power of philanthropy to drive meaningful change. Philanthropy is not just about giving back, it's about investing in resilience, sustainability and equity for our community for generations to come. Together, we are shaping a stronger and more vibrant community for all those who call Broward County home."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Facebook
Town of Lauderdale By The Sea
April 6, 2025

Monday with the Mayor and Town Manager

Have questions about the Town? Mayor Edmund Malkoon and Town Manager **Linda Connors** can answer them at Mondays with the Mayor and Town Manager on the outside patio at Jarvis Hall (4501 N. Ocean Drive) on April 14, 2025, from 9 to 10 a.m.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Lauderdale-By-The-Sea
February 6, 2025

A Message from Town Manager Linda Connors

The City of Pompano Beach recently advised that they will no longer provide fire rescue and emergency medical services to the Town beyond June 2027. While this news was unexpected, it has no immediate impact on our residents, businesses, or visitors. Our fire rescue and emergency medical services will remain at the current level for the next two and a half years. In the interim, we are wasting no time and have already started taking steps to source a new provider. As updates become available we will share them with you. If you have questions, please do not hesitate to contact me at TownManager@lbts-fl.gov.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
August 22, 2024

Long-Dormant Hotel Project May Restart Soon
Author: John Hayden

Residents here may have noticed work restarting on a long-dormant project. However, they shouldn't get too excited that the work-in-progress will wrap up anytime soon. The R Group, LLC was given permission to work on the roof of its 14-unit hotel at 4132 N. Ocean Drive in 2022, before the beginning of hurricane season, in order to keep the building and neighboring structures safe. But the town issued a stop work order in March of that year. Since then, the owner has accrued fines of $250 per day and, as of Aug. 12, his liens total more than $310,000. City staff said the building deviated from its approved design by exceeding height limits for the area. The property is a community concern because A1A brings visitors through the heart of the town's booming downtown district. With a sprawling beach and an eclectic mix of restaurants and bars, that stretch of Ocean Drive is some of the most valuable real estate in Broward.

Mayor Edmund Malkoon and Town Manager **Linda Connors** told The New Pelican that while the process has been long, progress is being made. The roof itself doesn't exceed height limits, but installing solar panels would put the hotel over the code limit. Staff is now looking over the plans and consulting with solar experts. "We're very close to reviewing the (revised plans) and getting back to the architect and owner . . . in the next couple of weeks. Hopefully by the fall they'll start," **Connors** said. She said the town doesn't give variances for height. However, there are regulations at higher levels beyond the town's local requirements and restrictions.

They are also looking at how much height would be added, as some solar panel models are thinner than others. **Connors** also addressed the issue of finding people to do the work. "Everybody says it's hard to find someone to do a project on your home," she said. "It doesn't mean just because we are the town or it's a big project, that it's easier. Everybody is busy. It takes time to find qualified people to do the work for you."

The R Group, LLC is headquartered in a strip mall on Ocean Boulevard, just north of Oakland Park Boulevard. It first registered in 2011, and over time has listed Emil Nikezic and Emina Nikezic as managing members. Some time between April 28, 2015 and Jan. 26, 2016, the Nikezics were removed from state documents. The New Pelican reached out to Mary Nikezic, an attorney in Miami who is still listed as the registered agent for the property. She has not returned requests for comment.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
July 12, 2024

Lauderdale-by-the-Sea Decides Against Lifeguards
Author: Angie DiMichele

After hundreds of Lauderdale-by-the-Sea residents told town officials in a recent survey they don't want lifeguards on their unguarded beach, the commission on Tuesday night nixed any further discussion of getting them. More than 300 residents completed a beach safety survey, which closed at the end of June, and they made it clear they don't think lifeguards are necessary and don't want their tax dollars to pay for them. Commissioner Theo Poulopoulos, who has been the most vocally in favor of lifeguards, wanted the commission to vote Tuesday night on including lifeguards in next year's budget, which begins in October, but his attempt failed without support from the others. A preliminary plan to conduct a study to get information on how many lifeguards the town would need and the cost also was dropped at Tuesday's meeting.

Elected officials have repeatedly discussed beach safety since Feb. 20, when 7-year-old Sloan Mattingly died in an accident on the sand. She and her brother were visiting from Indiana with their parents and spent the day at the beach. As they were getting ready to leave, Sloan and her 9-year-old brother Maddox ran and jumped into a 4-feet deep hole they dug, and the sand collapsed in on them. Sloan was completely buried underneath her brother for 30 minutes before they were freed from the sand. She was pronounced dead at a nearby hospital. Sloan's death prompted immediate discussion about whether the town's beach, which is periodically patrolled by the Broward Sheriff's Office and Pompano Beach Fire Rescue, should finally get lifeguards. Since then, one man died in May and another died in June after possible drownings. Bystanders tried to help both men. As a result of Sloan's death, the commission passed an ordinance that bans digging holes deeper than 18 inches on the beach, created a beach safety campaign in the girl's honor and at meetings have debated the viability of lifeguards, including discussing three different lifeguard or beach patrol options and cost estimates.

Town manager **Linda Connors** said there were enough responses to the survey to be considered a statistically accurate representation of the majority of residents. The overwhelming majority said the beach is safe, they don't want lifeguards or a code enforcement officer to enforce ordinances on the beach and were not willing to use their tax dollars to pay for either option.

Mayor Edmund Malkoon said Tuesday night he still supports adding a code enforcement officer who would act as a beach ambassador to enforce ordinances on the beach, including the new one on digging holes, at least during the busy tourist season. Malkoon said with Pompano Beach Fire Rescue and Broward Sheriff's deputies intermittently patrolling the beach, they have as much coverage "if not better" than when volunteers with the former volunteer fire department patrolled. Pompano Beach Fire Rescue typically attempts to patrol the beach twice a day for a total of about two hours a day, Ashley Zalewski, the department's fire inspector, said at the meeting. Broward Sheriff's deputies patrolled for just over 520 hours last year, according to a report attached to a February commission meeting agenda. Volunteers with the town and BSO's

Citizen Observer Patrol program also monitored the beach for 126 hours in 2023. Poulopoulos said the beach is less safe than it has been in the past, now that the town relies on BSO and Pompano Beach Fire Rescue to "randomly scope" the shore. Currently, the firefighter-paramedics and deputies patrolling the beach are not contractually obligated to provide rescue services and are not specifically trained in water safety or water rescue, he said. "I've heard members of our community tell us that by adding lifeguards, we're going to have big brother watching over us," Poulopoulos said. "That's not the point of a lifeguard ... So, as a town as pristine as ours, as beautiful as ours, as clean as ours, I still can't believe that this commission will not acknowledge the issue that we are facing, directly in the face. We have almost no beach safety. Everyone swim at your own risk in Lauderdale-by-the-Sea."

Despite the survey results showing residents don't support lifeguards, Poulopoulos believed it was something the commission should approve. "I'm dumbfounded by the results of the survey," he said. "I accept the results of the survey, but sometimes I believe that those of us who have been elected need to make very difficult decisions and sometimes unfavorable decisions. And I believe that this is one of them."

Vice Mayor Randy Strauss suggested having more Citizen Observer Patrol volunteers, who are equipped with two UTVs to patrol the beach, conduct sweeps. BSO's district commander Capt. William Wesolowski supported the idea. Commissioner John Graziano said the town should provide written beach safety information to condos and hotels and said the onus is on beachgoers to be safe. "I would love to see lifeguards who would save everybody who has a problem. But there are a lot of people (who) create their own problems, and we have to recognize that ... I'm reluctant to accept that 75% of the people do not want lifeguards. But that's the reality. Seventy-five percent of the residents of this town do not want lifeguards."

The survey asked residents and business owners if they'd support lifeguards from Anglin's Pier to El Prado Park, a busy stretch of less than a mile, for an estimated $1 million a year. Residents didn't support the less expensive option of the beach ambassador code enforcement officer at an estimated $150,000 a year either. Only 13 businesses responded to the survey, which was not enough to be considered statistically representative of the town's overall population. However, the business responses were at odds with those of residents. Most of the 13 businesses said they feel the beach is not safe. Half said they did not want lifeguards, while half said they did. The majority did not support the code enforcement officer option, and more than half said they were willing to use tax dollars to pay for lifeguards. Many residents who responded to the survey voiced the same opinions: wanting more signs informing beachgoers of risks and ordinances, flags to reflect water conditions and increased beach patrols with the already existing options, according to the responses obtained through a public records request.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
June 12, 2024

Lauderdale-by-the-Sea May Switch to November Election
Author: John Hayden

Spend less money, increase voter turnout. Those are the goals driving a push to change when municipal elections are held in Lauderdale-By-The-Sea. At their special meeting on June 6, commissioners voted unanimously to place a question on the November ballot asking voters if they want to have all future town elections coincide with general elections in November. Currently, municipal elections are held in March. Several residents spoke in favor of the idea, saying turnout is always higher in November and often people aren't aware of the issues on spring ballots. "I've seen when we've had it off-times and there could be only one or two people voting (at that time)," one person said.

In addition to a likely increase in participation, there would be significant cost savings by piggybacking on November ballots. In March elections, the town bears the bulk of the cost because there are few other races. Essentially, Broward County won't cover all costs for a municipality and has been increasing the burden on the cities. By balloting in November, Lauderdale-By-The-Sea will save thousands of dollars. Town Manager **Linda Connors** said the March 2022 election cost $15,700. The estimate for holding an election in November is $3,880.

As for voter turnout, the difference is just as dramatic. Commissioners were given a turnout history that shows a 30 percent increase in voter participation in November elections. If voters approve the measure this year, the terms of the sitting mayor and commissioners will be extended until November of the year their terms expire.

New Pelican (FL)
February 28, 2024

After Little Girl Dies on Beach, Town Grapples with How to Prevent Future Tragedies
Author: Christiana Lilly

A week after 7-year-old Sloane Mattingly was killed after being buried in a sand hole collapse on the beach, the town commission held an emotional special meeting Tuesday to discuss how to prevent another tragedy. From staffing the beach with lifeguards to putting up warning signs, there were differing opinions on what needs to be done to make the beach safer. Mayor Chris Vincent directed town staff to research the addition of life guards, an ordinance regulation digging, and creating a memorial to Sloane. Broward Sheriff's Office (BSO) Capt. William Wesolowski told the commission that he arrived on the beach one minute after the 911 call, where he found Mattingly's 9-year-old brother Maddox up to his waist in the sand, "hysterically crying and trapped." When asked where his little sister was, he pointed down below him. Beachgoers, paramedics and other first responders managed to get Maddox out of the sand, but Sloane was pronounced dead at the hospital.

This week, the captain dispelled some rumors. For one, the hole was about three feet wide and five to six feet deep; aerial footage showing a much larger hole was the result of trying to extricate Sloane from the sand. Second, reports of seeing a man digging a large hole that Sloane died in are false. The children had dug another hole close by, and the man's hole was only about two feet deep. "We have video surveillance that captured the entire incident," Wesolowski said. "Now, that is not for public release at this time. It's an active investigation."

Town manager **Linda Connors** shared what the town has already started on. This includes working on safety messaging to distribute online, with social media, and in printed materials for distribution in hotels, vacation rentals, local business, the Visitors Center, town hall, and condo associations. Staff is also working to partner with Visit Florida to "not only make the guests and residents of Lauderdale-By-The-Sea understand the hazards, but also the entire state." Staff is also reviewing beach ordinances, such as Fort Lauderdale has, where "digging holes or erecting tents, canopies and fencing is prohibited."

Residents spoke during public comment, including John Graziano and Howard Goldberg, both candidates for the District 1 commission seat. Both shared their condolences and urged the commission to consider putting lifeguards on the beach. "Passive warning signs don't cost much, patrolling costs a lot, lifeguards cost a lot, but human life is worth the effort and the money," Graziano said. Others shared the same sentiment, that lifeguards could have saved Mattingly had the family from Indiana been warned about the dangers of digging sand holes. However, some felt that it would be a "knee-jerk reaction" to spend roughly $200,000 to put in two full-time lifeguards and that warning signs would suffice. "I don't want to live in or fund a nanny state," said Leslie Richardson. "We don't need to hire full-time babysitters to make sure people don't dig big holes in the sand." Jackie Bonanni Rubino added that, "I believe more signage would help. You could hire all the lifeguards in the world. They could be on their lunch break, they

could turn their heads (when someone is in trouble)." Vice Mayor Edmund Malkoon, tearing up, expressed his condolences for the family and also the fire responders "who were heroic, that witnessed this scene and are going to be affected the rest of their lives. We have talked about lifeguards for many years . . . maybe this is a message, maybe this is something that we need to discuss again." Commissioner Buz Oldaker said there needs to be more discussion on the issue.

Ann Marchetti, who is running for mayor against Malkoon and Oldaker, said she didn't want to weigh in too heavily out of respect for the family of Mattingly, but said the town needs to try and prevent future deaths "at all costs . . . It requires a lot of research. We need to have dialogue."

Richard DeNapoli, who is running against Kenneth Brenner for District 2, referred to BSO's ongoing investigation and said more facts are needed before a final decision can be made. "I would lean toward some type of activity but balance the need with where to place lifeguards," he said. "In the meantime, I would definitely step up the beach patrol as an interim position. We have spring break coming up very soon."

Brenner declined to comment, saying he doesn't have more information than the general public but that he's open to dialogue. Commissioner Theo Poulopoulos shared that his daughter turned 7 the same week that Mattingly died and he hasn't been able to stop "thinking of my daughter being buried alive." During negotiations with Pompano Beach Fire Rescue last year when the town opted to do away with the Volunteer Fire Department, Poulopoulos pushed for the commission to take the city up on its lifeguard services. It would have cost the town about $200,000 a year for two lifeguards to be on duty full-time. "You can't put a number on a child drowning," said Poulopoulos at the Feb. 14, 2023 commission meeting.

At that meeting, Vincent expressed a concern that lifeguards might cause beach crowding. On Tuesday, he said lifeguards might create a false sense of security. "I feel a tremendous amount of guilt over this little girl's death," said Poulopoulos on Tuesday. "I brought it up for two meetings that we should have lifeguards, but I should have taken even more action to make sure we took the appropriate actions." While he noted it wouldn't have been a sure thing that a lifeguard could have saved her life, it would make it safer for both residents and guests, especially those not skilled in swimming in the ocean or knowing beach safety. "I don't understand how we would not prioritize safety over a small addition to our budget," he said. "I'm not asking for some big brother government, we're talking about lifeguards. Lifeguards are everywhere . . . I'm amazed that people don't see this as a priority. It upsets me."

Town staff will be doing the necessary research to bring back data to the commission to make a final decision on lifeguards, a hole digging ordinance, and a memorial for Sloane. The decision will be made by the new commission, who residents will be voting for on March 19.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Linda Connors** is listed below.]

https://lauderdalebytheseafl.portal.civicclerk.com/event/788/files/agenda/1761
January 23, 2024

Town of Lauderdale-By-The-Sea Regular Town Commission

RESOLUTION NO. 2024-04
A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN **LINDA CONNORS** AND THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Lauderdale-By-The-Sea (the "Town") provides for a Town Manager to serve as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, **Linda Connors** has been serving as Town Manager in accordance with an Employment Agreement pursuant to Resolution 2021-64, which term ends October 26, 2024; and

WHEREAS, the Town Commission and Ms. **Connors** desire to extend the term of employment with Ms. **Connors**, and to amend and restate certain terms and conditions as set forth in the agreement attached hereto as Exhibit "A" (hereinafter the "Amended and Restated Employment Agreement"); and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Amended and Restated Employment Agreement with Ms. **Connors**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. Approval of Agreement. The Town Commission hereby approves the Amended and Restated Employment Agreement with Ms. **Connors** attached hereto as Exhibit "A."

Section 3. Conflicts. All other Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. Severability. If any clause, section or other part of this resolution shall be held

by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 23rd day of January, 2024.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
August 18, 2023

"War Zone" Will Give Way to More Outdoor Seating, Pedestrian Walkway
Author: Christiana Lilly

This town looks like a "war zone" at the moment due to a $1.45 million project that will provide more seating for restaurants before the start of tourist season. "Right now it looks like a war zone," Town Manager **Linda Connors** said. "The point of the design is to allow the restaurants to have an area that creates a more intimate dining experience and the people that want to walk back and forth from the beach, we want them to walk on the outside pedestrian path."
What was once exclusively for pedestrians is being converted to allow more outside dining. Landscaping will be introduced to the area to create the walking path which also will provide a buffer between the restaurants and pedestrians. An "architectural feature or two" will also be added.

Mayor Chris Vincent asked town staff to provide an update on how many seats will be gained; the results are: Harats by the Sea: 27; Playa Bowls: 17; Vinnie's Italian: 57; Sloan's Ice Cream: 25; Even Keel: 102; Vacant #1: 17; Vacant #2: 17. Even Keel will have the most seats added as parking spaces are being eliminated.

Some business operators shared their concerns about the project. Heather Heffner, the general manager at Harat's, said that their math isn't adding up with what the town is presenting. "We are looking at them from a different view, we just don't see how that is possible," she told the commission. "Even looking at the proposed blueprints that we've seen, even with just the tables how they're positioned . . . Those numbers don't seem to add up for us."

Commissioners said that they would work with businesses as the project moves along. Vincent, who is a general contractor, asked staff to go to the site and physically measure the spaces to confirm that the estimates are correct. "It's a good time to get this done and I'm not sure we're at a point where we can go back to the drawing board," said Commissioner Theo Poulopoulos. "We went over this many, many times. We had workshops, we went through multiple, multiple drawings, renderings – every one kind of gave something up. At the end of the day this is something that's supposed to benefit the businesses and pedestrians."

Poulopoulos did suggest adding better signage that will help drivers, especially tourists, know how to access specific businesses during the construction period. The project is expected to be complete by the fall.

LBTS is Embracing Circuit; Town Still Seeking Funding

In its second month in business, ridership is increasing aboard Circuit-By-The-Sea. "It's like our own little monorail in town," said Commissioner Randy Strauss. In July, Circuit, which manages the shuttle service, provided 2,679 rides for 5,612 passengers. The average rider was 47 years

old, and the most popular pick up and drop off location was Aruba Beach Cafe. That was 757 more passengers and 269 more rides as compared to June's numbers.

However, Broward County has rejected the town's request for $78,000 in funding that would have been used by the former carrier, Pelican Hopper. The county is, however, considering the use of surtax funds. "I thought that sounded like a great idea, they said 'no thank you,'" **Connors** said of her proposal to the county. "I'm not going to give up on getting Circuit covered by the surtax; I think it's stupid that it's not."

Circuit also has a staff member looking at grant opportunities. Circuit-By-The-Sea kicked off May 1. The town decided to part ways with the Hopper due to low ridership, unreliable service and increasing costs. It did however go outside of town limits to locations like Holy Cross Hospital, so staff is seeking alternative transportation for residents' medical appointments.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
March 20, 2023

A New Ride Service Replacing the Pelican Hopper Town Still Trying to Educate Residents on Circuit-By-The-Sea
Author: Christiana Lilly

It's the end of an era for the Pelican Hopper. With ridership dropping, pick up times less reliable, and costs going up, the town has decided to switch over to Circuit, which is already in use by a number of South Florida municipalities. The town expects to start the service sometime in April, using three vehicles during high season and two during slower months. There will also be an ADA vehicle on standby for riders with disabilities. A public hearing is scheduled for April 11, 6:30 p.m. at Jarvis Hall, 4505 N. Ocean Drive. "We've been talking about this for a long time and trying to figure out how to best provide additional transportation services for our residents," Town Manager **Linda Connor** said.

Prior to COVID, the Pelican Hopper served about 10 riders per hour; that number is now 4.7 per hour. Also, the shuttle has been out of service eight times since August and drivers were late to start their routes another eight times. During the town's Feb. 28 commission meeting, the commission discussed switching to Circuit, an electric-powered shuttle that is in use by Wilton Manors, Fort Lauderdale, and Pompano Beach. Town staff proposed that Lauderdale-By-The-Sea (LBTS) go in on a piggyback contract with Pompano Beach to replace the Pelican Hopper. According to a report from the town, year one of Circuit would cost the town $236,811. By year three, the cost would be $247,665. The town already has $200,000 in its budget for the service and staff is working to secure grants for more funding. This includes working with Broward County to see if surtax funds can be used.

Unlike the Pelican Hopper, which makes its rounds every 55 minutes, Circuit is an on-demand service with an average 10 to 12-minute wait time, according to its staff. Both services are free. Like ride-share programs, riders would request a Circuit shuttle to pick them up and drive them to a requested destination in town. If a rider sees a Circuit shuttle around town, they can also hail a ride without using the app. Each shuttle can accommodate six people, including the driver. **Connors** says that the town will work with its public relations firm to spread the word about the Circuit through social media, talks at the community center, as well as at the town table during the farmers market. Circuit staff recommended doing a one-month soft launch.

Vice Mayor Edmund Malkoon pointed out that riders utilize the Pelican Hopper to travel to Holy Cross Hospital, which is located about one mile from LBTS in Fort Lauderdale. Since Circuit would only service locations within the town, **Connors** said they would work with residents to utilize other services to make those appointments, such as the TOPS buses which have a one-way fare of $3.50.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Linda Connors** is listed below.]

Lauderdale-By-The-Sea
February 28, 2023

Regular Town Commission Meeting

a. Ericks Consultants Presentation
Ms. Jackson noted that Town Manager **Linda Connors** had taken a proactive stance on this proposed legislation, drafting an alternative plan and providing the Town's advocates with talking points. Ms. Jackson also noted Lauderdale-By-The-Sea's unique circumstances, including its annexation of taller buildings and the height restriction in the Town's Charter. It is hoped that the Town can secure an exemption due to these circumstances.

Ms. Jackson continued that multiple preemption bills have been filed, some of which were defeated in the previous session. One preemption bill would raise the cap on sovereign immunity. Another bill would require a business impact statement for local ordinances prior to passage, as well as a "rocket docket" system for challenges to preemptions in the court system.

A vacation rental bill preemption has also been proposed, which would restrict the requirements of any local registration process, as well as capping administrative fees at $50 for one application and $100 for collective applications. Enforcement would be significantly restricted. A permitting bill has also been proposed which would require approval of an application within one business day.

The Governor's priorities in 2023 include court reform, which is similar to the insurance packages discussed during the 2022 Special Session. It would extend these changes to health and business claim insurance, making it more difficult to make a claim against a business but easier to make a claim against a local government.
Ms. Ericks advised that the team remains in regular communication with the Town Manager and Town Staff, and will keep the Town abreast of discussions and changes. She encouraged the Town to reach out to the team with any questions.

Town Manager **Linda Connors** asked if it would be beneficial for the Town Commission to pass Resolutions opposing some of the proposed bills. Ms. Jackson replied that this could be helpful in relation to the affordable housing bill, as a Resolution would lay out some of the Town's specific circumstances relating to height and annexation. Residents' signatures could also be beneficial in this case.

Commissioner Poulopoulos also addressed the affordable housing bill, asking if there is a House Bill to accompany this Senate Bill. Ms. Jackson replied that the House Bill has not yet gone to committee. She noted that State Representative Chip LaMarca has

taken a proactive stance on addressing this bill as a House member. The House Bill would require amendment in order to mirror the Senate Bill.

Commissioner Oldaker requested additional information on potential insurance reform. Ms. Jackson stated that three to four bills have been filed by majority members of the legislature, some of which attempt to address more consumer protection issues but most of which build upon the reforms passed in the Special Session.

Town Attorney Susan Trevarthen also addressed the housing bill, pointing out that it includes a number of components that would be supported throughout the state. She recommended a nuanced message rather than opposition only, suggesting that the Town emphasize how the bill would specifically affect them.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
February 16, 2023

Is the Sun Setting on the Volunteer Fire Department?
Author: Christiana Lilly

City Manager **Linda Connors** has been directed by the town commission to draft a service contract with the Pompano Beach Fire Department for fire and EMS services. Once a contract is negotiated, the commission will review and hold a vote. The commission made the decision after a presentation by Pompano Beach Fire Chief Chad Brocato. The community spoke too, many in favor of keeping the town's Volunteer Fire Department (VFD). The town's contract with the VFD ended in November, but it was extended to the middle of May.

"I was extremely sensitive to the volunteers and their legacy and the men and women who have served and gave so much to this community. I am someone that likes tradition," said Vice Mayor Edmund Malkoon. "[The proposal] provides a better service at a better cost. When do you ever see a government contract that comes in with better protection for less money?"

In a contentious special meeting Tuesday, Brocato shared three plans with the commission that would provide the town with fire service. The town commission has directed town staff to negotiate a contract to provide for Model 1 which at a cost of $1.4 million, would include: a three-person rescue/ambulance and a three-person fire suppression unit operating out of the current fire station next to town hall. Once the contract is drafted, it will be presented to the commission for review. Brocato recommended Model 1, as it would ensure faster response times. "We're a fire department," Brocato said. "We're not Amazon coming in to take over a local book company. We're firefighters talking about the firefighting business . . . we're already a mutual aid partner." The $1.4 million proposal is significantly lower than the $5.5 million from Fort Lauderdale and $7.5 million from Broward County. Lauderdale-By-The-Sea's current budget is $2.3 million, and the department answered 1,651 calls in 2022. The town also has a nearly $900,000 contract with American Medical Response for emergency medical services.

One Pompano Beach resident, who asked not to have her name printed, called The New Pelican and expressed concern that her services might be negatively impacted. During public comment, many asked how Pompano Beach's proposal could be so low – one commenter called it "grossly inadequate" – and also compared it to Pompano Beach's own budget for a single fire station. Others asked what would happen to the volunteers' pensions and the future of the town's fire marshal. "When somebody extrapolates something from someone else's budget, you have to have a discussion," replied Brocato. He also said that it would be ideal for the fire marshal to stay on should Pompano take over. Volunteers would also be given preferential treatment to apply for open positions. **Connors** said the pension would not go away for the volunteers, and they would choose how they want to move forward.

Malkoon criticized the VFD for not getting in touch with him to discuss the matter. Commissioners Randy Strauss, Buz Oldkader, and Mayor Chris Vincent agreed. "I felt a little bit

disrespected because nobody from the volunteers contacted me, being an elected official, being responsible for this important vote," Malkoon said. "Instead we get petitions, we get fliers with nobody understanding the issue and I've heard 'Why are you having this on Valentine's Day?' It's because the cat is out of the bag, a lot of misinformation is being said, and we wanted to get the information out . . . I don't think that's really professional. I'm sorry I have to say that."

The VFD was founded in 1961 and has served the town ever since, responding to everything from medical emergencies and fires to beach patrol and special events. Volunteers are either in-town or associate members with varying levels of commitment and benefits. In the early 2000s, the town ousted its VFD in favor of working with BSO, but that only lasted about a year. Chief Judson Hopping currently runs the department.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Orlando Sentinel, The (FL)
December 23, 2022

Restaurant open, but no easy fix for Anglin's Fishing Pier
Author/Byline: David Lyons

Spiro Marchelos is in a tough spot. Christmas and New Year's are only days away. But the owner of the storm-damaged Anglin's Fishing Pier in Lauderdale-by-the-Sea is turning away sightseers and anglers from the iconic tourist attraction because of a nearly 90-foot gap caused by Hurricane Nicole in early November. His landside outdoor restaurant and bar, though, are open. Trouble is, publicity from the act of God is overshadowing what's left of the business. "We are alive, we are still alive," he said in an interview Thursday over Greek coffee at the restaurant. "We need government help. This pier is the heartbeat of Lauderdale-by-the-Sea. We're not asking for a billion dollars." But a contractor he hired said at a town code compliance hearing this month that it would cost up to $20 million to rebuild the embattled pier, which extended a little more than 900 feet into the Atlantic Ocean before the storm. The gap starts roughly at the 350-foot mark. If the money part sounds challenging, the time frame for a rebuild sounds even more daunting. An engineer retained by Marchelos told a special magistrate at the hearing that it could take up to two years to obtain the necessary environmental permits for any work to start.

Decadeslong history
The original version of the pier opened in 1941. After a major rebuilding project was completed, it reopened just two days after the 1963 assassination of President John F. Kennedy. The privately-owned pier, which is named for Melvin Anglin, the town's first mayor, for years has attracted fishing aficionados and other visitors 24 hours a day. Marchelos and a brother bought the pier in 2005, but an ownership dispute emerged. Marchelos became president of Fisherman's Pier Inc. in 2015, not long after his brother suffered a stroke. The pier is among several major Broward County piers that have taken their lumps from storms over the years. But in the last five years Anglin's has twice suffered major damage - from Hurricane Irma in 2017 and Nicole this year. In a recent newsletter to residents the town delivered the discouraging news to local businesses and advocates who have long counted on the pier to be a prime tourism magnet: "The pier may not be able to be repaired due to the level of deterioration." the letter said.

At the code compliance hearing David Atkisson, the contractor, told Special Magistrate Thomas J. Ansbro that the goal would be to follow the paths traveled in Deerfield Beach and Pompano Beach, where piers have been replaced at considerable cost in recent years. The new Fisher Family Pier in Pompano Beach, for example, emerged as part of a broader beach redevelopment project with a fishing village. The cost of the pier alone was $15 million and funded by the city, spokeswoman Sandra King said. The end point of the 976-foot Deerfield Beach International Fishing Pier, also city-owned, is being fixed after suffering damage from Nicole as well, according to reports. But the damage was not to the extent absorbed by Anglin's Fishing Pier.

Inflation's bite
Marchelos says he has the money to start a rebuilding project. "We have allocated funds for this project," he said. But as with all businesses contemplating redevelopment or expansion, he is feeling inflation's bite. Construction costs "have gone through the roof," pushing up prices for labor, materials and insurance, as well as interest rates for borrowing money.

The day that part of the pier disappeared, Lauderdale-by-the-Sea in a statement pledged unspecified assistance. "Anglin's Fishing Pier is such an iconic landmark in our town, and seeing it damaged is heartbreaking," Mayor Chris Vincent said. "While the pier is privately owned, I know our town will do what we can to support the property owner in the coming days and months." Thus far the town has shown no inclination to contribute money. Its public information officer said there are no proposals for financial aid pending before the commission. But a meter is running on $200-a-day fines stemming from the pier's dilapidated pre-storm condition.

During the code compliance hearing the magistrate said the fines will continue so the town can maintain its leverage to ensure compliance with safety issues. At the hearing Marchelos called the decision "unfair," arguing the damages were caused by two "acts of God," Irma and Nicole. Nonetheless, he is still able to operate the restaurant.

Restaurant safe for the public
Town spokeswoman Aimee Adler Cooke said a section of the pier that is still open to the public, "including the restaurant, is safe for use." But the town has told Machelos to keep officials updated to ensure that any code violations are addressed. And officials, including town manager **Linda Connors**, want to ensure that measures are taken to prevent pier debris from injuring boaters and beachgoers. Adler Cooke said that timelines for providing safety inspections and progress reports were set forth for the company at code compliance meetings "and thus far, have been met."

In the interview Marchelos said that, within the last 24 hours, electricians installed lighting for the restaurant. Lights are also in place to serve as markers for passing boaters. He said he posts employees at the pier around the clock to ensure no one uses the closed section for swimming, diving or fishing. On Thursday Marchelos had to turn away a visiting family of five from Finland. They wanted to walk the pier and see the resident pelicans. He still wants to accommodate sightseers. On Jan. 6 he intends to conduct a Feast of Epiphany near the pier, complete with a "Blessing of the Water."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
August 26, 2022

Town Manager Says Dog Park Won't Happen
Author: Christiana Lilly

Town Manager **Linda Connors** said that after looking into the costs of a dog park, it didn't make fiscal sense to move forward. According to staff, it would cost about $45,000 annually to maintain the proposed facility. "It just seemed like a lot of money for a very small space," she said. A resident also came forward during public comment saying she was against a dog park, and that her neighbors were as well.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
July 26, 2022

Town Manager Offers Face-to-Face Sessions for Businesses
Author: Micheal d'Oliveira

Town Manager **Linda Connors** says residents aren't afraid to reach out to her office if they have a comment, question, or concern. "They just call." But in this beachside town, residents aren't the only ones with something to say. For businesses, phone calls and emails are also an option, but **Connors** also offers a monthly face-to-face session. "I just make myself available, in case anyone wants to have time with the town manager," she said. I want them to know we're listening." The sessions are held every second Tuesday of the month, 9 a.m. at Jarvis Hall, 4505 N. Ocean Drive.

Peggy Mohler, manager at Aruba Beach Café, learned about the sessions through the town's internet newsletter. "We're still getting the word out," said **Connors**. At this month's meeting with **Connors**, Mohler said she had some small issues to address, including getting more of the town's popular beach chairs placed in the town square at the end of Commercial Boulevard. Said Mohler, "I think these issues are great."

Call 954-640-4200 for more information about the sessions.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
June 30, 2022

Town Law Firm Receives Raise
Author: Christiana Lilly

Town commissioners Tuesday approved a raise for its legal firm, the first since 2017, as well as an annual increase. The office of Weiss Serota Helfman Cole & Bierman will now be paid $250 per hour, a 10.2 percent increase. Susan Trevarthen serves as the town's attorney and attends meetings and answers questions from town staff and the commission. "What we have is someone who knows the town very well," said Vice Mayor Edmund Malkoon. "You've been with us for a very long time, you know the history of things, you're always available to talk when we need to."

The town has utilized the firm's services since 2008. According to records, the town was paying the firm $221 per hour in 2014 and raised the amount in 2017 to $226 per hour. If the rate was adjusted for inflation, the firm would be earning about $270 per hour, noted Town Manager **Linda Connors**.

The firm uses a blended rate, meaning the average of the rates of the entire firm, as well as a government discount. Commissioner Theo Poulopoulos, who is also an attorney, said the rate and the firm's billing practices are fair. He added that the firm not only deserves the increase, but their expertise is worth more. **Connors** said she and Trevarthen have discussed cost savings and how to streamline processes, and they would like to train staff to be able to draft certain documents themselves for approval by the attorney's office. The commission voted unanimously to approve the increase and include an annual 3 percent raise.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
June 16, 2022

The town and the storm
Author: Christiana Lilly

During the tropical disturbance that swept South Florida the first weekend of June, the town got five to six inches of rain. The result? The town's drainage system was able to handle it "as intended," said town manager **Linda Connors**. "All streets drained within several hours of precipitation stopping," she said. To put this into perspective, she told commissioners that the town got six to eight inches of rain during Hurricane Irma and four to six inches during Hurricane Wilma. Ken Rubach, deputy town manager and director of public works, said it was a big improvement over even just two years ago, when there would be standing water for longer. "The system handled the storm exceptionally well," he said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
May 3, 2022

Volunteers Play an Essential Role in Keeping Visitor Center's Doors Open
Author: Christiana Lilly

Anyone who stops by the Lauderdale-By-The-Sea Visitor Center on a Monday is sure to run into John Siegle. A volunteer at the center for four years, the retired resident is responsible for greeting guests, helping them plan their stay in the beach town, answering phones, and opening and closing the center. After a career in hotels and associations, including being the director of marketing and sales for Marriott and Sheraton, he gets to keep flexing his hospitality muscle. "I've lived in South Florida for over 50 years, so I thought it would be a good opportunity to share my experiences with people who were new to Lauderdale-By-The-Sea [LBTS] and help with their vacation experience," Siegle said.

For a municipality as small as LBTS, volunteerism has been essential to keeping things running as well as that sense of community the town prides itself on. This is especially true for the center, which has just a handful of employees but a fleet of volunteers. "Lauderdale-By-The-Sea is a quaint community in part because of the many volunteers that work in our community," says **Linda Connors**, town manager. "From the Visitor Center ambassadors, to the COP program [Citizens On Patrol] with the BSO, to the Volunteer Fire Department and the Garden Club ladies – and gentlemen – we have relied on our volunteers to maintain our small town charm."

Chris Vallarta knows this from experience; she's been a volunteer at the Visitor Center for 18 years, almost as long as she's been living in the town her family has called home for half a century. She was always volunteering for different organizations, including Meals on Wheels, and when she moved to Lauderdale-By-The-Sea from New York, she discovered they were searching for volunteers. Vallarta spends her Tuesdays at the center, answering questions from visitors who have come from around the world to enjoy the beach, the pier, and get advice on where else they should explore during their trip. She loves to recommend her favorite restaurants in the downtown area and snorkeling havens, as well as more out-of-the-way locales such as Flamingo Gardens or Butterfly World for travelers with little ones in tow. Siegle is also keen on sharing water activities around town, including BugFest during lobster mini season, or the Jungle Queen and Water Taxi in Fort Lauderdale.

Although the service of some of the Visitor Center's volunteers has remained unchanged for years, the center itself has gone through some recent changes. During the pandemic, it underwent a facelift as well as received funding from the town to help with payroll. This year, control of the center was transferred from the town's chamber of commerce to the town. Siegle says with the town being a neutral party, recommendations about restaurants and other businesses can be given regardless of whether they are a member of the chamber or not. **Connors** says that the chamber did a great job establishing and managing the center, and the town is looking forward to growing it. "The Town is excited to move forward with management of the Visitor Center and to create new programs and opportunities that build on the chamber's past efforts while modernizing and

increasing the importance of this special place," she says. But at the end of the day, for Siegle and Vallarta, it's a fun place to volunteer their time and meet people who are learning the beauty of the town they both love. "I believe in volunteer work, I believe in community service, and frankly all the visitors are in such good moods," Vallarta says. "It's a very stress-free volunteer job."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican
March 23, 2022

Town commission gets five percent salary increase
By Christiana Lilly

Lauderdale-By-The-Sea – The town commission will receive a 5 percent raise, the first the group has received since 2016. The raise, which was already a part of the annual budget, has also been adjusted for inflation. In presenting the resolution March 22, Town Manager ***Linda Connors*** said that Mayor Chris Vincent is making $13,173 per year while the commissioners earned $12,411. With the raise and inflation adjustment, the salaries will now be $15,572 and $14,671.

Staff reviewed the 2021 PEPIE Salary Survey released by the Florida Public Human Resources Association to compare other salaries for municipalities throughout the Sunshine State. In comparing towns and cities that are comparable in size, the Lauderdale-By-The-Sea commission falls in the middle:

Highland Beach: Mayor $15,000; commission $12,000

Lighthouse Point: Mayor $18,000; commission $1,800

Wilton Manors: Mayor $11,500; commission $9,750

The resolution would build in a cap of 5 percent raises annually for the commission, which they could vote down during the annual budget process. The commission would also not receive raises if town staff were not receiving them.

Commissioner Randy Strauss was the lone dissenting vote against the resolution.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
October 13, 2021

Interview Over: Connors' Interim Status Ends as Commission Appoints Her New Town Manager
Author: Christiana Lilly

After serving as interim town manager here since January, **Linda Connors** is now serving in an official capacity. The town commission voted 3-2 on the decision Tuesday. Mayor Chris Vincent and Commissioner Randy Strauss were the dissenting votes as they wanted to extend her interim status during a more formal search process. "She has worked with our town staff, she has negotiated contracts in our favor, she has produced the most coherent budget we've had in the most recent years, she has used staff resources, motivated staff, and lifted them up," said Vice Mayor Buz Oldaker, who felt her handling of the town's budget served as an "interview process."

The town's previous town manager, Bill Vance, was fired in January and given $85,829 in severance pay. **Connors**, who had served as the town's development services director since 2011, was unanimously appointed to run the town until September. The commission voted unanimously again in March to extend her interim status until after it passed its new town budget. In September, she put together a budget, then redid it when the commission wanted the millage rate lowered rather than kept the same.

Previously, the commission planned to use a third-party headhunter to vet candidates for town manager. However, members of the commission – as well as residents who spoke during public comments – were impressed with how **Connors** has run the town since January and wanted her to take on the role in an official capacity. The members of the commission who voted against her becoming town manager were not displeased with her work, but wanted to go a more formal route. Strauss noted that there will be an election for the town commission in March 2022 with the possibility of three new commissioners sitting at the dais. Vincent pointed out the importance of the town's charter and wanted to open up the interview process to all candidates. "The concern that I have is picking a town manager right now and throwing that onto potentially a new commission," Strauss said. "I don't know if I'm going to be here in March. I'd like to be, [but] I don't know who's going to be up here."

Commissioner Edmund Malkoon said he was not in favor of putting off the search for a new town manager until March and noted that **Connors** took over while the town was still working remotely and hosting commission meetings via Zoom. She also got code enforcement back up and running, reinstated performance reviews, and drafted the budget and a five-year Capital Improvements Program ."You were thrown into everything at one moment," Malkoon said to Connnors. "An interim town manager is supposed to maintain, but you went above that because we were in a bad position as a town."

Commissioner Elliot Sokolow was also in favor of **Connors** taking the helm and criticized "the process" that brought Vance and four other candidates whom he "wasn't impressed" with. "The commission didn't like the way he was doing things, he was gone. So, so much for the process," he said. "I'm not really big on the process when we have an excellent candidate who probably knows more about this town than anybody we could hire."

The town will begin drafting a contract for **Connors**, with Strauss serving as the liaison for the commission.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
August 18, 2021

After Years of Waiting, Improvements to Anglin's Pier Can Begin
Authors: Christina Lilly and Michael d'Oliveira

The owner of the pier in Lauderdale-By-The-Sea has finally received permits to renovate the structure. For more than two years, Spiro Marchelos, owner of Anglin's Pier, has waited for approvals from the Army Corps of Engineers and the National Oceanic and Atmospheric Administration [NOAA]. The town even helped with the process, getting Congressman Ted Deutch involved. "We're a small town and we try to help all of our property owners when they have any issues that we can assist them with," said **Linda Connors**, interim town manager.

The permits require approvals from federal agencies because construction could impact wildlife on the beach. The delay was caused because The Army Corps was reviewing and updating its procedures, putting projects on hold. **Connors** said because the permits required approval from such large agencies, "our hands were a bit tied in our ability to push those permits through the process, but we did stay on top of it and try to get as much assistance as we could."

The pier, which is currently for sale for $45 million, has been an integral part of the town's heritage. Open since 1963, it is named for the town's first mayor, Melvin I. Anglin. It had been known for being open 24 hours a day, but after suffering damage from Hurricane Irma, it was partially closed. At the start of the pandemic, it was forced to close completely, but Marchelos successfully fought to have the outdoor space reopened. Now, some residents are comparing it to the new pier in neighboring Pompano Beach.

Karen Armstrong, who describes herself as "a permanent happy resident" of LBTS, suggested on Facebook in July that the town look at the "nice job" done with the pier in Pompano. Her post resulted in other comments, including concerns about the safety of Anglin's Pier and criticism that town officials weren't doing enough to improve the structure. In response, Alex Kublickis wrote, "This is a city landmark and the city needs to kick it up a notch . . . #findaway." However, the town does not own the pier and never has. Mayor Chris Vincent said the town has received a beating on social media and has worked to educate residents on the reality of the situation. "The pier is an integral part of what Lauderdale-By-The-Sea is. It's a destination town, the pier is a destination place for fishermen," he said. "Unfortunately the town doesn't own the pier and it doesn't run the pier, but that being said, I think it's necessary to help the property owner."

Some commenters questioned if the town could handle the increase in visitors that a renovated pier could bring. Already, town commissioners have discussed "the parking issue" in the pier area, especially as COVID has forced restaurant owners to move seating out onto the sidewalks and parking spaces. "Does Lauderdale-By-The-Sea need more crowds than it now has? We won't even talk about parking now," wrote Hal Tannenbaum on Facebook. In response to comparisons between Pompano Beach and Lauderdale-By-The-Sea, Michael Wielen pointed out, "Pompano pier is city owned. LBTS is privately owned. Big difference." Now that the pier has

the permits and construction can begin, town officials vow to continue to help in whatever way they can. “We will do our best to make sure that the process continues for the sake of not only the owner, but for the sake of the town as well,” Vincent said. “It’s who we are, it’s what we represent, and why people visit us.”

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
July 29, 2021

Commission Eliminates Preservation Program
Author: Christiana Lilly

The town commission voted Tuesday night to eliminate its historical preservation program in favor of following Broward County's historic preservation ordinance. The vote was 3-2, with Mayor Chris Vincent and Commissioner Randy Strauss dissenting. "The county commission . . . was concerned that municipalities that are small in size have a harder time to have the experienced residents that are necessary to fill the board with historic preservation knowledge," interim town manager **Linda Connors** explained to the commission. "They're not wrong about that; it is difficult to have that, and that's why we established the Planning and Zoning Board as the Historical Preservation Board."

In order to have their own historic preservation ordinances, the county now mandates that municipalities become "certified local governments" by Nov. 15. According to planning and zoning board meeting minutes from June 2, the board was also not sure why the county made this change. "This is the problem I'm having…they're giving a new directive," Vincent said of the county commission. "There's too many unknowns for me." According to the National Park Service, a certified local government is a municipality that has gone through the process to become a partner with the Federal Preservation Program to "help communities save the irreplaceable historic character of place." This opens up opportunities for funding, technical assistance and sustainability.

Vincent said that he was adamant about home rule and having the town care for its own historic preservation; he suggested hiring an outside consultant to help. However, other commissioners said staff didn't have the time to meet the requirement of becoming a certified local government by the deadline and should take it on next year instead.

Town staff first brought the issue forward to the commission in April and again in June; both times the commission unanimously voted against looking into becoming a certified local government. "The effort that you're going to have [give] to create a whole program, put together a budget, do all this stuff, to try to race to get it done, I just don't think we have the time," Commissioner Edmund Malkoon said. Strauss added, "The mayor raises a good point with 'me smells a rat.' I'm a big home rule fan and I don't like to give up anything that's ours, but I don't see the harm in deferring this and doing the investigation."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
April 29, 2021

Jarvis Hall Reopens May 3
Author: Christiana Lilly

The Jarvis Hall community center will finally reopen to the public on May 3, and the town commission will be hosting its first in-person meeting there on May 11. Employees have been back in town hall for months, but it has not been open to the public since the start of the pandemic. "Let's give this May 11 meeting a trial run," said Mayor Chris Vincent. The mayor said he wants people to see the town commission back on the dais. Precautions will be in place with the reopening of Jarvis Hall, such as limiting the number of people in the lobby and installing Plexiglas. For the meeting, there will also be Plexiglas to separate the commissioners who wish to attend in person and the public will have to register for public comments so staff can be sure attendees can be accommodated safely.

Commissioner Edmund Malkoon noted that El Mar Drive, a hot-topic issue for residents, is going to be on an upcoming agenda and that there should be a way to make sure everyone can speak, but safely. "We've got a large piece of property that can handle a lot of people," **Linda Connors**, acting town manager, said. "I'm sure we could handle extra people." Up to 18 people will be allowed into the chambers at a time, and a speaker system will also be installed in the portico outside so those who are unable to go inside can still follow along with the meeting.

The commission chambers have also been outfitted with updated camera systems so that those tuning in remotely will be able to see commissioners and other participants. Town staff will tune in from their offices, then walk to the commission chambers should they have to make a presentation. Commissioner Elliott Sokolow said he is on the fence about attending in person, and also asked about the filtration system in the town hall. Municipal Services Director Ken Rubach explained that the building's air conditioning system purifies 99.99 percent of particles. "I'd like to get back up on the dais sooner rather than later," Vincent said. "I respect everyone's wishes for how they want to be and where they want to participate. It's to each his own and I think we all respect that."

Smoke shops

Connors noted that residents have been concerned about a third smoke shop opening up in town. The commission noted that this has been an ongoing issue with what businesses they can and cannot allow to open in town; dispensaries are currently not permitted. **Connors** said the commission can adopt a distance ordinance to limit the number of shops like this – the commission will discuss at a later time.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
April 15, 2021

Town Submits $4.7 Million in Surtax Project Funding
Author: Christiana Lilly

The town commission unanimously passed a resolution of support Tuesday night to submit $4.7 million worth of projects for consideration for Broward County's surtax funding. The projects, ranging from road construction to a parking app, will be submitted to the Broward Metropolitan Planning Organization [MPO] to be evaluated.

The projects are:
-Phase one and two of complete street construction on Bougainvillea/Poinciana [$2.7 million]: Drainage work, landscaping, crosswalk enhancements, decorative thermoplastic and traffic calming measures.
-Complete street construction on Codrington Drive [$1.5 million]: Drainage work, landscaping and traffic calming measures.
-Pedestrian and ADA improvements [$300,000]: Improvements to sidewalks, crosswalks and other ADA improvements.
-Community shuttle stop pads [$184,000]: Improvements to support the design, engineering and construction of shuttle pads to be ADA compliant.
-Parking guidance system [$20,000]: An app that notifies drivers of available parking in the town's parking lots.

MPO will review the projects coming from towns and cities throughout the county until May 31, when it will rank the municipal capital projects. On June 11, the Surtax Oversight Board will review the eligibility of the recommended projects by the MPO. Finally, the Broward County Commission will approve surtax funding allocations at a meeting in September, just before the town needs to approve its budget for the next fiscal year.
During an April 6 town commission workshop to discuss the application, commissioners were concerned about how the cost estimates were calculated and its impact on the town's budget. "We still have to budget it, and our budget and our millage is all together, so I want to make sure that when we put in numbers that are realistic," Commissioner Edmund Malkoon said at the workshop.

Interim Town Manager **Linda Connors** explained that staff used historical data from previous projects to help them estimate the cost of the projects, which will be submitted to the county. "It's kind of like we're putting the cart before the horse because we are; the surtax has a deadline that we need to get to," **Connors** said. "During the process we can always amend our application and that will be able to happen once we're starting to design, where we'll have a better understanding of what we're doing." Before ending the discussion, Mayor Chris Vincent noted that, "Either way, we have to budget that money. We're going to use it, we're going to get reimbursed, or we're not."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
March 23, 2021

Connors to Serve as Interim Town Manager Through September
Author: Christiana Lilly

Earlier in the meeting, the commission unanimously voted to have **Linda Connors** stay on as the interim town manager through the end of September. This would allow her to continue growing in the position, possibly to become the town manager, as well as see the town through its budget process. She came into the position in January, when the commission fired former town manager Bill Vance. The commission was in the middle of deciding whether to go with a headhunting agency or use the services of the Florida City and County Management Association [FCCMA] when it decided to instead delay the decision and stay with **Connors** at the helm. "We immediately, without skipping a beat, put **Linda** in the position as interim [town manager]," Oldaker said of her appointment in January. "Of course we need someone immediately, but we all agreed right away that she was capable of filling that position in the interim. We have a candidate working for us right now."

Connors has thrown her hat into the ring for the permanent job, as well as former town mayor Scot Sasser. The commission said that there are four to six candidates who are local and familiar with the town. When reviewing a list created by the FCCMA of traits of a strong town manager, Vincent asked, "it seems to fit a lot of the candidates we have now, so what are we doing?" Kenneth Parker, a senior adviser with the FCCMA, was invited to the meeting. He noted that the commission first needed to decide whether to move forward with a nationwide search, which towns of its size had opted to do, or stick with its in-house and local candidates. He also said that the organization, which is composed of former city managers, himself included, does not make recommendations but would help with drafting the application, promotions and narrow down candidates. "We come alongside you and your staff and we work collectively together," he said. "You have clearly stated that you've considered the internal candidates, you've gone through that process, you have made a determination on that individual."

Parker also noted that with the town in the throes of putting together its budget for the next fiscal year, having a new town manager come into the mix might not be wise. Sokolow noted, "I think **Linda** has grown a lot and I think she's doing a great job. I would advocate for stopping the process, unless we want to have a process and see if Mr. Sasser is still interested."

New Pelican (FL)
February 17, 2021

Who Will Run Lauderdale-by-the-Sea?
Author: Michael d'Oliveira

After he was fired last month, former town manager Bill Vance accused Commissioner Edmund Malkoon of violating the city's codes. The accusation came when The New Pelican contacted Vance for comment on his termination.

Vance defended his record as town manager and accused Malkoon of "having significant personal property code issues that reflected badly on the town leadership." After The New Pelican's article ran, Malkoon objected to Vance's accusation and requested a retraction be printed. Vance was asked to clarify his earlier comment but he did not respond.
On Feb. 11, Interim Town Manager **Linda Connors** said there are no significant code issues regarding Malkoon's property in Lauderdale-By-The-Sea. Asked if he wanted to comment for this story, Malkoon responded, "I thank The New Pelican for following up on their previous article regarding the firing of LBTS Manager Bill Vance to correct the record. As a commissioner, I am looking forward to the successful selection of a qualified professional town manager that our town requires and deserves."

Commissioners had set a special meeting for Feb. 17 to discuss the selection process and two possible candidates, **Connors** and former mayor Scot Sasser. The date was set to accommodate Sasser who said he was under a time constraint, but it was cancelled after Sasser said time was no longer a problem. The commission will discuss replacing the town manager at its next meeting on Feb. 23. The Feb. 12 deadline for candidates to submit resumes was also canceled and Malkoon raised concerns about how the commission was proceeding. He voted against the special meeting on the 17th on the grounds the process was moving too fast. "A week is not enough [to properly vet and interview candidates] . . . I'll say 'no' for the rush of it," said Malkoon. "I cannot vote on something that I don't believe is being done the right way . . . we should go through a process."
Vice Mayor Buz Oldaker said he was caught "off guard" by the issue being on the agenda so soon. Several residents and business owners made public comments in Sasser's favor, urging the commission to "fast track" him into the job.

Commissioner Elliot Sokolow, who said the knowledge that Sasser and **Connors** have of Lauderdale-By-The-Sea is very important, referred to the fact that the last town manager went through a long process but was ultimately fired. "We have two devils we know, if you will . . . You know where the process got us last time. I was fine with the result but apparently I'm the only one who was. [Sokolow was the only commissioner to vote against terminating Vance]," he said. "So much for the long process and the interviews and the resumes and all of that."

Malkoon also said he does not believe Sasser and **Connors** meet the education and experience requirements detailed in the charter. Mayor Chris Vincent said if former town managers Connie

Hoffman and the late Bud Bentley expressed interest in the job, the commission would jump at the chance to rehire either one of them. Malkoon responded that they were both vetted and had the required experience when they were hired.

According to the charter, town manager candidates must have a "graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two years' experience as an appointed city manager or county manager, or four years' experience as an assistant or deputy city manager or assistant or deputy county manager." According to Town Attorney Susan Trevarthen, the last sentence of the section on hiring a town manager allows the commission to bypass education and experience requirements. It reads, "Alternatively, the town manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the town commission to be commensurate to those listed in the prior sentence."

Sokolow said he thinks the issue is something the town can get around. "I don't believe that is a legal issue," he said. Malkoon disagreed with the town attorney. Vincent said he respects Malkoon's opinion but will defer to the town attorney on this issue.

As of Tuesday, the town has received four resumes. Caryn Gardner-Young is the former city manager of Parkland. Her educational credentials include a masters in public administration from Florida Atlantic University. A.J. Jabbour is a hospitality executive with a bachelors in hotel administration from Cornell University. Kathleen S. Margoles is a former assistant city manager for Lake Worth who works as a consultant. Her educational credentials include a masters in human services administration from Nova Southeastern University. Leonardo Moleiro is a special events planner for the City of Coconut Creek. His educational credentials include a masters in sports administration from St. Thomas University.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
January 27, 2021

Former Town Manager's Severance Pay Will Cost Town $85,829; Interim Town Manager Chosen
Author: Christiana Lilly

Former town manager Bill Vance's firing will cost the city $85,829.53 in severance and taxes. During the town commission meeting Tuesday night, city staff presented its calculations for the amount. Vance, who earned $171,200 per year, was fired without cause in an emergency town commission meeting on Jan. 8. He was hired in February 2019, replacing Bud Bentley upon his retirement. The severance package owed to Vance is 20 weeks of pay [$65,848], his unused vacation time [$11,492.12], medical insurance [$2,572.89] and FICA [$5,916.52]. The amount given to him will have federal income tax, social security and Medicare taxes removed.

In the interim, **Linda Connors** has been tasked with running the town until a new town manager is hired. She has been with the city since 2011 as its development services director.

During the Jan. 8 meeting, Mayor Chris Vincent said that he was concerned with Vance's communication, his handling of the budget, his management abilities, and his understanding of the town and its needs. Vincent also noted that Vance had approached him about adding a clause in his contract to have guaranteed raises. Commissioner Elliot Sokolow was the lone "no" vote in firing Vance, saying he needed more time to think about it and proposed waiting until the commission's meeting the following week to take a vote. In March 2020, at Vance's one-year performance review, the commission voted to give him a seven percent raise. He also received a 4.19 out of 5 score from the commission at that time.

In 2010, Lauderdale-By-The-Sea fired its town manager and interim town manager in the space of a week. Connie Hoffman stepped up as a second interim town manager, then stayed on permanently until 2016. As the town now searches for a new town manager, she has volunteered her time to help with the transition, Commissioner Edmund Malkoon said. "We've learned in the past when we had a prior separation," Mayor Chris Vincent said during the meeting. "I think we did our best to avoid what we experienced then and did a phenomenal job and I think we're going to move forward through this without any issue or concerns."

After unanimously approving the severance package, the town commission lauded **Connors** and town staff for stepping up during the sudden staffing change. "She takes her time. She wants to make the right decision and she's being very thorough in the recommendations that she brings back to this commission," Malkoon said of **Connors**. "Every time I have a question there is an answer." **Connors** responded, saying, "Thank you so much for your faith and I want to mention that it's not just me – the entire staff has been phenomenal in helping us get through this process."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

The Washington Post (USA)
July 20, 2020

With Recent Grads at Home Indefinitely, Parents and 'Kids' Navigate Life at Home. Together
Author: Annabelle Williams

During their coronavirus quarantine in Lighthouse Point, Fla., the **Connors** family watched Marvel movies. All of them. In order. For Erin Connors, who graduated from the University of Florida in May, it was a strange time, marred by an abrupt return from her senior-year study abroad in Dublin. For her mother, **Linda Connors**, who works for the government in Broward County, Erin's and her brother's return home, where their younger sister lives too, was a similarly difficult transition.

Linda Connors has spent some of this time "just trying to work through those relationship changes and making sure that I step out of the issues as much as possible and let them resolve them on their own." In the beginning of the shutdown, Erin Connors says, "we were all together doing things. And then as this has dragged out so much, I feel like my parents are pretty good, for the most part, but I know other parents who aren't quite as good at giving space. It can be hard to have to be back in an environment where you kind of have to be turned on all the time."

After the coronavirus shut down schools, many college students returned to their family homes. Now, as 2020 graduates face an uncertain job market, delayed start dates and little sense of when offices can reopen, some are staying longer than planned. Others are at home indefinitely. These recent graduates — and their parents — face an ongoing renegotiation of space, roles and rules, and the additional stressors of a pandemic. It's a new world, and young adults have some advice for their parents on how to navigate it.

Rodgalyn Saint Elien, a student at Rowan University, had always commuted to her classes from her home in Willingboro, N.J. She's walking in Rowan's graduation this month but is taking another semester to complete student-teaching hours for her elementary education major. Though Saint Elien lived at home during college, she typically did her work on Rowan's campus. She doesn't have Internet access at home, and after campus shut down, Zoom calls took place on her phone's data plan. The transition to spending all of her time at home with her mother and older sister required an adjustment. But after six years of school and a double major, it was "kind of like a relief." Saint Elien stresses that boundaries are key. "Just because your child is home more often doesn't mean that they're always available to you. That's one thing that my mother had to get used to," she says.

Will Pemberton, who graduated from Lehigh University in Pennsylvania this year, echoes the need for space. He's living at home in Chicago with his mother, stepfather and younger sister. He'll be starting his investment banking job at Citigroup in August from home, and he hopes to move to New York City by the end of the year. One thing he's realized: "The walls in my house are thinner than I thought." Noise in common areas sometimes seeps through, making

completing work difficult. He's already told his family that, once work starts, the hours will be long — some days, he'll work until 8 or 9 p.m. "It's something I'll just have to constantly remind them of, and I think that they'll respect that," Pemberton says.

As Regine Galanti, the founder of Long Island Behavioral Psychology in New York, explains, this stage of life is called "emerging adulthood." Many college graduates are nearing the end of this phase. A return to their childhood bedroom can feel like being "knocked back down." "This is not specific to the pandemic," she continues. "It's just exacerbated by it."

It's a tricky stage for parents. As **Linda Connors** puts it: "On the one hand, they're still your child. But on the other hand, they've been living independently for four years." For her, it comes down to being respectful, and expecting respect in return. "I don't mind making dinner, but I don't want to be the one that's making dinner and cleaning up after everybody, too, like I did when they were 5."

Hillery Keith, a counseling psychologist in Houston, has seen this parenting challenge play out in her clients' lives and in her own. Her son Thomas just graduated from Washington University in St. Louis, where his final baseball season came to an abrupt end. When Thomas moved home to Houston in April, he brought his favorite sponge cleaner. It soon found its way under the sink, cast aside in favor of the family's preferred cleaning supplies. "You benched it!" he said. It's a "small and funny" example, Keith says, of how disruptive this time can be. Recent graduates are used to a certain way of living, and they now have to integrate into what feels like someone else's home. For many of her clients, the changes brought about by the coronavirus created an "interruption to that smooth flow of who you see yourself as being."

Lily Maslia, a 2020 graduate of Ohio State University, lived in an off-campus house with seven friends, and they decided to stick around until graduation. Afterward she went home to Atlanta to live with family before starting work at Mercedes-Benz and getting her own place. "I just got really sad at school, not being with my family. I just felt really isolated, and my parents really missed me," she says. That six weeks was the longest time she had spent living with family since high school. The first half passed smoothly. Her brother celebrated his 17th birthday; she got to pick the takeout spots. But she soon began missing college friends and college freedom, and she found it difficult to navigate quarantining between her divorced parents' respective houses. At 22 years old, the cadence of switching homes sometimes felt like a regression. "How old am I, 8?" Maslia jokes. Keith adds that for an adult returning to a childhood home, "it's easy to revert to your childhood self — whatever role that was."

Students graduate and move home every year, and they navigate similar transitions with their parents. But the pandemic can compound these stressors. Communicating expectations around social distancing is key. "You're kind of in it together," Keith says. And isolation can heighten feelings of anxiety and loneliness. Galanti's advice, both for parents and emerging adults, is to "be honest with yourself about your needs." "There's still the grief, and some people feel it more than others," Keith echoes. For Maslia, who missed an in-person graduation, senior festivities and her final improv show, she hopes that parents can be "sensitive to the fact that their recent

grads missed out on a lot." Maslia felt pressure, sometimes, to "be this source of energy." But, she says, "I'm pretty drained." One of the most crucial parts of this time, Keith says, is looking at the pandemic in terms of "how much does it defer your dream, cut off what you had planned for yourself?"

As recent grads process their grief, parents can work to contextualize it. **Linda Connors** has been trying to balance gentle reminders and open communication. She wants to let her children know that "it's not easy for any of us." "Erin has lost a lot of opportunities. … She was supposed to be traveling the world this year, and instead she got to come home to Florida, which she doesn't like. But she's not the only one that's lost a lot," she says. "And if that's all she lost, then she's pretty lucky in the big scheme of things." Despite the adjustment, **Linda Connors** sees these months as "bonus time" with her kids. "We've had a good extra five months to spend together," she says. "It's not always been easy, but it's five months that I never would have had." Before Erin leaves for D.C. in August, **Linda** hopes the family can watch all of director John Hughes's films, just as they did with their Marvel marathon. It'll be a "blast from my past," she says. And it may be a way to turn this disconcerting time into a good moment — for them all.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

New Pelican (FL)
June 24, 2020

Code Regulations Eased During "Extraordinary Times"
Author: Judy Vik

To help residents and businesses in this unprecedented time, commissioners here unanimously passed an ordinance on Tuesday to allow for a waiver of code requirements in some instances. The second vote is scheduled for July 21. Without the ordinance, city employees don't have a clear path to allow for certain code requirements to be relaxed, **Linda Connors**, development services director, said. She cited one area where the waiver could apply: the time frame for to renew business tax receipts and the application of late fees. "We believe that this timeframe could be adjusted without detriment to the town," she wrote in a report to the commission. "Some sign code requirements also could be relaxed so businesses could advertise their current status during these extraordinary circumstances," **Connors** said.

The commission could waive obligations, requirements or fees by a resolution that identifies the extraordinary circumstance for a period of time not to exceed six months. Commissioners could extend the waiver with a subsequent resolution. "It's a powerful concept you have to treat with care," Town Attorney Susan Trevarthen said. She noted that waivers could be limited to financial issues and shorter periods than six months could be established. Changes in signage rules would be a regulatory change. In these times, Trevarthen said the commission may want to allow businesses extra signage that indicates they are open or not and what services are being provided. Mayor Chris Vincent, describing this as "creating an avenue to fast track an ordinance," asked if this procedure was common. He said they didn't want to make this too easy. Trevarthen responded that such waivers are not common. "The times we're living in are so extraordinary in every way. We don't know what we don't know about what lies in the future. This is a powerful concept we're floating."

Commissioner Elliot Sokolow said he thought it was a good idea to fast track change in extraordinary circumstances. "It's a good tool to have in the bucket. It gives us flexibility to react to extraordinary circumstances and to determine what they are. The commission would have to pass a resolution to make any temporary change to code."

Commissioner Edmund Malkoon said he understood the spirit of the proposed change but didn't understand why it was necessary. He asked if an expiration time could be added.
Trevarthen said each exercise of power is limited to six months. And commissioners could sunset it at a certain time. Town Manager Bill Vance said, "This guarantees commission involvement." He said staff is working with businesses on [allowing] banners. "If you want to be more involved, this will put you in that position."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
May 1, 2017

Vacation Rentals May Get Support
Author: Brittany Wallman

You settle in for a quiet weekend at home, and suddenly, a crowd shows up next door. They've rented the place for a few days. It's not quiet time - it's party time. In some desirable destination towns, that scenario has been on constant play. The seaside town of Lauderdale-by-the-Sea is the latest to take on the controversy, last week approving a law that, among other things, says short-term renters can't use the swimming pool after 10 p.m.

The town's law is among those that could be threatened by vacation-rental-protection legislation that appears likely to pass in Tallahassee. State legislators, who've been grappling with this issue for six years, are considering bills (HB 425/SB 188) that would stop cities from singling out the short-term or vacation rentals. Under the version that passed the House on Friday, all residential properties would have to be treated the same. In other words, if renters or homeowners can use the pool after 10 p.m., so can a three-day vacationer.

Lauderdale-by-the-Sea Town Manager Bud Bentley said if the state law passes, the rules will be revisited if necessary. But the town didn't want to wait. The law it passed Tuesday requires short-term rentals in two-, three- and four-unit buildings to be registered with the town, with a $750 fee and $500 annual renewal, and inspected annually. No more than 10 guests can pile in. A contact person must be reachable within three hours of a call. Stereos and other outdoor sound machines can't be played after 10 p.m.

Development Services Director **Linda Connors** said complaints stream in: too many people crowded into small units, loud music, disruptive behavior, trash. "It's one of the most important subjects for our community, that we have a handle on them," she said at a Tuesday meeting.

The state and cities have been fighting over the issue for years, and neither side is satisfied. Homeowners in Delray Beach, Boca Raton, Wilton Manors, Fort Lauderdale and more have asked elected officials for help controlling the rentals, but cities are limited by the state in how far they can go. Under state law, cities aren't allowed to ban the rentals outright.

Owners of the rentals complain that even so, city rules are so onerous, and fees so high, they amount to a de facto ban. "They're prohibiting it by being restrictive," said Denis Hanks, executive director of Florida Vacation Rental Managers Association. He cited Fort Lauderdale as having one of the nation's most "hostile" regulations. The city's rules were relaxed, with some fees lowered, earlier this month. "In Fort Lauderdale, dozens went out of business. They were selling their homes and not renting them anymore," he said. Hanks said half the visitors to Florida stay in something other than a hotel. Many cities require owners of short-term rentals, whose units might be offered on websites like Airbnb or VRBO, to register, pay a fee, and submit to annual inspections. Some go further, setting limits on the number of occupants, for

example. But the rules have sparked lawsuits in some areas. Outrage from rental property owners prompted the state Legislature to step in. A state law in 2011 took away the power of cities and counties to regulate the rentals. Only cities that already had laws restricting the number of days or number of times a year a unit can be offered were allowed to keep them.

In 2014, the state amended its law, allowing local government more freedom to regulate vacation rentals, but maintaining the ban on restricting the frequency or duration of rentals. Laws that pre-date 2011 still were allowed to stand. Lauderdale-by-the-Sea has one. In 2009, it passed a law limiting single-family home rentals to no fewer than seven days. The town's new law approved Tuesday applies to multi-family units, but can't carry the same seven-day-minimum restriction because the state no longer allows it. Hanks said local government went too far in the last three years, putting a pinch on a sector of the vital tourism industry. "They got some control back and went overboard," he said. He said existing laws, like noise ordinances, should be used.

But **Connors** said voices at the pool next door at midnight might not be loud enough to constitute a noise violation, but could be loud enough to keep a neighbor awake. The conflicts are easier to resolve between long-term neighbors, one town commissioner said. **Connors** agreed. "We found that people who are on vacation live differently than people who are residents," she said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
August 29, 2016

Seeking Inspiration – Officials Look to FAU Students for Ideas to Upgrade Complex
Author: Larry Barszewski

When it comes to redevelopment, town officials believe in giving it the old college try. Five years ago, they tapped University of Miami students to help create a new vision for Commercial Boulevard. Now they're teaming with Florida Atlantic University's school of architecture for fresh ideas about redeveloping the governmental complex. The property on Ocean Drive, a few blocks north of Commercial Boulevard, includes Jarvis Hall, the municipal services garage, the development services offices, the fire department and public safety building. Possibilities for the overhaul include more public parking, adding commercial uses to the site or tying nearby Friedt Family Park into the overall plans. Also up for discussion: potential building designs and how best to connect to the town's mid-century modern architectural theme.

Town officials aren't sure how many years it will be before a transformation takes place, but they're counting on the students for inspiration. The FAU graduate students will be on hand Thursday for a public workshop on the future of Town Hall and surrounding government buildings, giving residents and business owners a chance to share their ideas about what to do with the site.

The design workshop is from 6 to 9 p.m. at Jarvis Hall, 4505 N. Ocean Drive, next to Town Hall. "I don't expect to get a plan that we say, 'We're ready to build this plan.' That's not the intent," said **Linda Connors**, the town's development services director. "We'll get the creative juices flowing so that we can visualize some creative ways to use the property that we never thought of." The FAU contract is for $17,535, **Connors** said.

During this year's town elections, Mayor Scot Sasser said one of his priorities was to have a clear plan in place for the complex - not the actual construction - before he leaves office. Vice Mayor Chris Vincent said construction could be five to 10 years down the road. Any design ideas will have to be followed by a long-term financial strategy to get the work done, but Sasser said he hopes the site's redevelopment "becomes part of our DNA that this is something we are going to do."

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
July 28, 2016

Town Approves Muzzling of Lawn Mowers and Power Tools on Holidays
Author: Larry Barszewski

Shhh! A little peace and quiet is all a town wants for the holidays. Lauderdale-by-the-Sea says residents shouldn't be disturbed by noise on such great days. The town wants neighbors to stop making a racket, whether it's cutting grass, blowing leaves or drilling holes in some outdoor project. Commissioners approved a new ordinance Tuesday banning the outdoor use of power tools or motorized lawn equipment on a half-dozen major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. "I don't think it's unreasonable for people to have some peace and quiet." Town Commissioner Mark Brown said.

There'll be less ruckus on weekends and at night as well. The town previously allowed the loud equipment to be used from 8 a.m. to 10 p.m. on weekends, but the new law limits their use to 8 a.m. to 8 p.m. on Saturdays and 10 a.m. to 6 p.m. on Sundays. The equipment can also be used between 7 a.m. and 8 p.m. weekdays, two fewer hours than before. Commissioner Elliot Sokolow has said "it's very annoying when I hear, even up on the tenth floor where I live, when I hear the leaf blowers next door." Commissioners took action after hearing complaints about how noise from leaf blowers, stump grinders, construction work and other machinery is bothering people trying to unwind and enjoy their free time.

The new rules also prohibit any outdoor construction or demolition work on the six holidays, as well as continuing a previous Sunday ban on those activities. The town allows the work Monday through Saturday, between 8 a.m. and 5:30 p.m. **Linda Connors**, the town's development services director, said she surveyed three cities. Fort Lauderdale and Pompano Beach did not have any similar holiday restrictions, and Lighthouse Point did, she said.

Lighthouse Point codes do not allow "for-profit" enterprises from performing activities so close to homes that they shall "disturb or be detrimental to the health, peace or quiet" of residents on the six holidays listed and Presidents' Day.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
October 20, 2013

It's Back to the Future in Lauderdale-by-the-Sea
Author: Larry Barszewski

Architecture in town is going back to its roots. After 18 years of being like so many other South Florida cities and having Mediterranean revival as its style of choice, the town is embracing the mid-century modern style of its older buildings. Even those who weren't originally big fans of the 1950s and '60s style are hoping the emphasis will make the town an iconic landmark, much like Miami Beach after its Art Deco renaissance a generation ago. "I really started to fall in love with the cleanliness," said Anthony Lomascolo, who had a change of heart and decided to restore and not tear down the Sea Grape Commons building he bought on Commercial Boulevard. "I finally saw they were ahead of their time with their sleek designs."

The town is now encouraging developers to keep the style on buildings they're renovating, undo past renovations that have hidden the mid-century elements, and incorporate the architecture into new construction. Mid-century modern is known for its clean lines and curves, geometric patterns and simplicity. But it also can have dramatic angles, use iconic images on its walls, and have a variety of elements ranging from intricate railings to "cheese hole" structures. It's those special touches that give it a flamboyant, futuristic, fun reputation. "The mid-century style can be overly simplified," architect Rex Nichols said. "It's when you take that streamlined mid-century building and add decorative elements to it that it really comes to life."

The town made the switch in 2011 at the suggestion of University of Miami design consultants. "So many of us are used to that style and grew up on that style that we don't see it as special or important," town planner **Linda Connors** said. "But when you see a concentration of buildings that embrace the style," she said, "it starts to really make an impact." The town's stock of mid-century modern buildings includes Town Hall and the Community Church behind it, and a significant number of its mom-and-pop hotels and motels.

The Sea Lord hotel has submitted plans for a second building, a three-story Sea Lord Beach and Hotel Club, on North Ocean Drive property just north of the old Holiday Inn. The building will include curves, undulating parapets, a Neptune sculpture, railings with a wave design and "some slightly edgier modern features," said Nichols, its architect. "Even though it's mid-century in style, it's going to be a fresh, playful, updated, modern look," he said.

At the 52-year-old Sea Grape Commons, which is to be home to a Cajun seafood restaurant, Lomascolo is adding even more mid-century modern features. He is extending exterior first-floor pillars to the second floor and adding a parapet wall, a custom-made sunburst and an iconic clock tower. The building, being renamed Pier 222, will have the town's name in stainless-steel block-lettering. Lomascola also purchased an adjacent Mediterranean revival building and plans to make it mid-century modern as well. The two buildings take up a full block on Commercial, between Sea Grape and Bougainvilla drives, near the town's western entrance. "Mine will be the

huge welcome corner," Lomascolo said. "This will make the town look revived and refreshed and 'Hello, we're here and we've arrived.' "

For the town's effort to succeed, change will have to come to the smaller hotels and motels that are either run-down or hiding their mid-century modern architecture under previous renovations. Developers of the Tides Inn on the beach were going to do away with many mid-century elements of their beach property -- its brick façade, slim second-story pillars and original signage -- until town officials persuaded them to incorporate the features into their renovation plans.

Planners also persuaded David Gadsby to keep the spectacular railing at his Beachside Village Resort on North Ocean at Washingtonia Avenue. Gadsby was going to get rid of the building's second-floor railing -- its signature architectural element -- because restoring it was going to cost three times as much as replacing it with an aluminum railing. After talking with **Connors**, Gadsby was able to find a restorer that made the job affordable. He has since begun renovation on the adjacent Ocean Terrace, another mid-century modern building, which he's turning into the BVR Beach House.

Beachside Village Resort has become the town's top-rated town accommodation on TripAdvisor.com. Gadsby said what he's doing, others can do, too. "We do have some properties that are in rough shape, but with a little elbow grease, a few gallons of paint, some guys that really know what they're doing can put the properties right back on top of their game," Gadsby said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
March 15, 2012

Churches, Schools to Lose Buffer from Businesses Selling Alcohol
Author: Larry Barszewski

The town plans to end its policy of keeping alcohol-selling businesses away from churches and schools, worried that the 50-year-old restrictions could jeopardize the town's economic redevelopment plans. Under current rules, the town bans businesses that sell alcohol from being within 500 feet of a church or school, unless the business was in place before the church or school was established. Officials are concerned that a storefront church moving into the Commercial Boulevard corridor could create an obstacle for the alcohol-serving restaurants the town hopes to attract. "We don't want to prevent restaurants from being able to come into that commercial district," Vice Mayor Scot Sasser said. Sasser said he's not coming from a pro-alcohol perspective. He said he has voted against Sunday-morning alcohol sales at restaurants and against wine bars, but said restaurants are critical to the town's vision of attracting people to the corridor. Commissioner Chris Vincent said leaving the law on the books wouldn't make sense given the efforts the town has already taken to encourage more restaurants by doing away with parking requirements.

The town only has three churches, but the Family Christian Center is on Commercial Boulevard and Community Presbyterian Church is only about a block north. The SEA restaurant, which opened last year, is within 500 feet of the Family Christian Center, but it's only allowed to sell alcohol because the church building was vacant up to a few months ago, officials said. Now that it's occupied, any new restaurant would be affected. At Community Presbyterian Church, Pastor Jim Goldsmith said he's not opposed to the change. He doesn't think restaurants on Commercial will negatively affect his church. "That's probably a reasonable thing to do," Goldsmith said.

The town also plans to eliminate the ban near schools. There is no school in the town now, spokesman Steve D'Oliveira said. However, the current law could be applied if a trade school, culinary school or even a captain's license school were to set up shop, Town Planner **Linda Connors** said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
July 25, 2010

Pompano May Shift Money for Housing
Author: Larry Barszewski

Theresa Lewis and her family have been in the market to buy a home, but they haven't been able to compete with investors paying cash and buying properties at bargain prices. "I've probably put in seven offers for homes since January and always got declined," said Lewis, who wants a place for herself, her husband and their two small children. "As soon as you hear them say 'cash buyer,' you're already out of the game." Then Lewis found out about a Pompano Beach program using federal Neighborhood Stabilization Program dollars to buy foreclosed homes, fix them up and sell them to qualified homebuyers. She is getting set to close on one of those houses. "It has a huge backyard, so I have a huge backyard for my children to play," said an excited Lewis, who has been saving up for a purchase. "I had moved back home with my mom to cut down on costs. It was either the city of Pompano come through or I'd have to move to an apartment."

But now the city is deciding whether it should continue the program's focus on buying foreclosures and selling them to people like Lewis, or take a big chunk of program dollars and give it to a developer of a proposed affordable housing apartment complex on South Dixie Highway. The city has used the $4.3 million it received in federal money to buy and fix up 28 foreclosed properties. As the city resells those homes, officials are considering putting about $1 million of that money into the apartment complex project. The apartment complex is a permissible use of the federal money, but critics say any new program money should be used to buy and fix up more foreclosed homes. "We've probably got two foreclosures on every block," said Ronald Boehl, president of the Cresthaven Civic Association, where the city bought eight foreclosures. "We need the money going back in there." The Cornerstone Group is looking for a total of $2 million from the city for its 360-unit Captiva Club project, with about half coming from the stabilization program. The City Commission was set to hear the issue at its meeting on Tuesday, but it is delayed until September because not all details have been worked out, officials said.

Commissioner Rex Hardin supports the apartment complex proposal as another way to stabilize economically disadvantaged areas. "I think it would be a positive for the area," Hardin said. "It would help a lot of people who could use good, quality, affordable housing." Assistant City Manager Willie Hopkins Jr. said the city is trying to serve a variety of interests. The Cornerstone project was allotted $1.2 million by the city for the stabilization program last year, but that money was redirected to foreclosed homes when Cornerstone couldn't get its financing together. "There's at least 1,000 foreclosures in the city today. There's never going to be enough money to cover them all," Hopkins said about the decision to look at the Cornerstone project again. "You're still creating additional housing opportunities for a low-income segment of our population."

The city expects to finish about a half-dozen of the foreclosed homes by the end of the month and so far has six people who have qualified to buy, said **Linda Connors**, a community development specialist with the city. "We shouldn't have any difficulty filling these homes," **Connors** said. The city's purchase price on the homes ranged from $17,000 to $118,000, with the average price about $60,000, **Connors** said. The city then spent about $55,000 repairing each home, putting in new appliances and bringing them up to code, she said. A home originally appraised at $60,000 may have a new appraisal of $83,000 once the city completes the repairs, **Connors** said. In most cases, that new appraisal will be the selling price. The city can help cover the cost to buyers with up to $55,000 in assistance, up to half the selling price, **Connors** said.

Informational Box:

Neighborhood Stabilization Program

Pompano Beach is accepting applications for people wanting to buy foreclosed homes that have been fixed up by the city. Individuals or families with income levels up to 120 percent of the median income for Broward County are eligible. For a family of four, the family income could be up to $95,040, officials said. You do not have to be a resident of Pompano Beach to participate. The city plans to get more money for its program through the resale of the homes. The federal government last week added $1 billion to the program nationwide, so city officials hope to get some of that money, as well.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
April 22, 2001

Chiefs Take Over Building Department
Author: David Volz

Newly elected Mayor Dan Oates has put the city's fire and police chiefs in charge of the Building and Zoning Department. Building functions have been placed under the authority of the fire chief and code enforcement under the direction of the police chief. Both areas had been under the supervision of Community Services Director **Linda Connors**.

"I did not want to create a new department," Oates said. "An amendment to the city's charter created a position called community development services director but I did not want to create any new department heads and new departments in the city. I felt that the existing departments were sufficient to administer the existing functions of code enforcement and building." Oates said he considers Fire Chief John Lavisky to be fully qualified to run the building department. He is a state-certified fire inspector, fire plans examiner and fire code official and has a master's degree in public administration. Under an existing contract, the inspection of buildings and building plans will continue to be handled by Deerfield Beach building official Dick Stephens.

Police Chief Kim Tierney will be in charge of code enforcement. "This is commonly done in other small cities," Oates said. "Code enforcement is a law enforcement function and it is common for police departments to take over this job. It is done in Deerfield Beach and Pompano Beach and works very well."

Oates acknowledged that part of the reason he removed control of the departments from **Connors** involved complaints about her from the public. "There were some complaints regarding lack of customer service in the building department," he said. "Anything we can do to improve customer service is a positive step."

Connors is absent on maternity leave and was unavailable for comment. Several developers had complained about her and several longtime employees quit following disputes with her. **Connors** was hired by then-Mayor Marsha Linville in 1999 to serve as a planning, zoning and building supervisor. She became community services director when the charter amendment creating the position was approved in the March election. Oates said **Connors** will remain employed by the city but will not serve as a department head.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
January 7, 2001

Lighthouse Point Changes Two City Job Titles
Author: David Volz

Linda Connors has a new job title for her city position. She is now the community development services director. The City Commission decided to change the name of her position to make it more user-friendly, according to Mayor Marsha Linville. Previously, **Connors**' title was Lighthouse Point building official.

"The position was approved in 1998, but we could not find anyone with the appropriate experience who was willing to work for the money we were offering," Linville said. "We ended up going about this in a different way, and ended up with a different title." Linville said the title change more accurately reflects all the duties **Connors**' job covers. This includes working with the community appearance, code and the Planning and Zoning boards. The commission also voted to change the job title of administrative assistant to the mayor to that of city administrator.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

The Palm Beach Post (FL)
December 5, 1998

Take the Trees – Please
Author: Stephanie Demson

In an effort to spruce things up for CityPlace, the city's proposed mega-development across from Alexander W. Dreyfoos School of the Arts, city officials have been trying to donate $20,000 worth of landscaping to the downtown campus. But the school district hasn't made it easy, city officials said.

In a letter to school folks, Commissioner Jeff Koons and projects coordinator **Linda Connors** wrote: “It is beyond our understanding why giving money to the school board has been so difficult. … If we are unable to come to an agreement soon, the city will find an alternative use for the $20,000." A snag in writing a legal agreement held things up, but that should be smoothed out soon, said Kathryn McKeen, who runs the district's facilities department. The school is ready for the gift. “I'll be happy to get it," she said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

The Palm Beach Post (FL)
November 29, 1998

CityPlace May Lose $475,000 State Grant
Author: Joel Engelhardt

A $475,000 state grant to restore a former church at the center of the proposed CityPlace project may have to be returned, a victim of the developer's for-profit status. The city spent more than $10,000 pursuing the grant in 1996, including taping a four-minute video that quotes Dante and portrays the church as critical to the city's cultural reawakening. At the time, city officials didn't know the church would be ringed by shops as part of CityPlace's $375 million development. Now they have until Thursday to show the state that the grant won't benefit the private CityPlace developers, who are leasing the building from the city and have the right to buy it.

The developers have pledged up to $2.5 million to restore the church's exterior. They're willing to let the grant revert to the state if they can't overcome rules that limit the grant to nonprofit activities. “If it puts too many restraints on us, we're not going to go after it," CityPlace Chief Financial Officer Bruce Macleod said. “We'll just absorb it." The former First United Methodist Church is no longer planned as a children's cultural center, as reflected in the city's grant application. But the CityPlace developers are pursuing a not-for-profit performance group, most likely Florida Stage, to lease and renovate the church's acoustically sound second-floor hall.

To help convince a state review board to select the church from 124 applicants in 1996, the city sent every board member a copy of the video, which concludes with about 50 city employees and school children lined up on the church steps, cheering comments by Mayor Nancy Graham. The city ranked 16th of 40 applicants that received money. But if the city loses the grant, the money returns to the state treasury. The city still uses the video for promotions. The video helped secure a national award this year for Clematis By Night, the city's Thursday night downtown party, special projects administrator **Linda Connors** said.

The 1926 church is the only existing building to be made part of CityPlace, which plans to turn Rosemary Avenue into a shopping district with stores such as Pottery Barn and FAO Schwarz. The church at Rosemary and Hibiscus Street will anchor one corner of a plaza. A row of stores and restaurants will form a semicircle around the plaza.

The city applied for the grant before commissioners selected the CityPlace developers in October 1996. From the beginning, the developer planned small shops, such as Starbucks Coffee Co., built out from the church exterior. Meanwhile, designs for the church are not complete as the developers add a restaurant at the rear of the church and work on alignments for Florida Stage. The classroom building behind the church will be demolished. Construction on CityPlace is scheduled to start Dec. 15.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Linda Connors** is listed below.]

The Palm Beach Post (FL)
April 12, 1998

Awash in Extravagance, Sloppiness
Authors: Marcia Gelbart and Joel Engelhardt

Planes, trains, automobiles
On the first weekend of 1997, thousands of sports fans descended on New Orleans to see the Sugar Bowl, that year's college football national championship game. Employee **Linda Connors**, who gets grants for the city, had arranged a meeting there that weekend on historic preservation. **Connors**, who went to college at the University of Florida and graduate school at Florida State University, took advantage of the timing to see the rivals play. A justified trip or not? Taxpayers paid $835. Two months later, the city got a $6,500 grant. **Connors**' “timing was poor," Graham later said, but she called the trip legitimate. Graham encourages her staff to travel, especially for training. Visits to other cities help West Palm Beach learn how to rebuild itself, Graham said. In 1996 and 1997, the city spent $52,627 on travel for Graham and six aides.

The most frequent flier? Graham, who accounted for 40 percent of the money, $19,745, and took 47 trips. Most of her travel stems from her board position with the U.S. Conference of Mayors, a role Graham said helps raise the city's profile. She traveled to Washington eight times in two years. The city gains, she said, by competing for millions in federal grants. While Graham typically didn't book luxurious lodging, she slept two nights last October in the $375-per-night Beverly Hills Peninsula Hotel. Graham called that stay perhaps unnecessary, but said CityPlace developers made the arrangements, not her staff. Mayors in other strong-mayor cities also spend thousands on travel. In Orlando, the mayor's office travel budget is $19,150, and in St. Petersburg it's $10,750. Those mayors usually travel alone. Graham often takes her executive assistant, Karen Wright. In January 1997, Karen and her husband, Mike Wright, flew with Graham to Washington to attend inaugural events for President Clinton. Graham's political adviser, Daryl Glenney, who has a home in Washington, also attended, using Graham's extra ticket, Graham said. The trip, including airfare for three city officials and the tickets, cost $2,487. In total, the city paid for at least 23 trips on which more than one city employee traveled. In one of the biggest and most expensive, Graham took at least six staffers with her to San Francisco in June to receive an award for Clematis by Night, a weekly street party. Total cost: almost $10,000. ``They put it together," Graham said. ``It's a very small way to thank them."

Raises
In June 1997, 27 of 82 administrators and aides got raises without city commission approval despite a policy against merit pay. The cost: $69,000 the first year, $92,000 the next. Three months later, all 82 non-union employees, including the 27, received a 4 percent raise.

Jan. '97 '96-97
Employee Title % raise salary

- **Linda Connors** Spec. projects adm. 8.2 $45,000

Travel
Mayor Nancy Graham and six aides spent $52,624 on travel in 1996 and 1997.

Traveler Trips Cost

- Mayor Nancy Graham 47 $19,745
- City Administrator Mike Wright 22 $11,155
- Executive asst. Karen Wright 15 $7,447
- Special projects aide **Linda Connors** 15 $6,268
- Staffer Lesa Chihak 4 $810
- Planning Director Mark Hill 5 $2,259
- Transportation planner Ian Lockwood 10 $4,940

Here's a look at some of those trips:
Traveler Cost Where and why

- Graham $1,254 Santa Barbara, Calif.; U.S. Conference of Mayors leadership meeting
- Graham $1,029 Reston, Va., Boston, New York City; tour projects by CityPlace developers.
- Graham $1,078 Washington; White House meetings
- M. Wright $1,238 Sacramento; telecommunications workshop
- K. Wright $1,737 Key West; U.S. Conference of Mayors
- K. Wright $1,727 San Francisco; U.S. Conference of Mayors
- **Connors** $845 Charleston, S.C.; historic preservation
- Hill $1,338 San Diego; American Planning Conference

Palm Beach Post, The (FL)
September 23, 1996

HISTORIC DISTRICT MAY BE EXPANDED
Author/Byline: ANNE L. BOLES

Gone is the frame house where Mamie Fredericks ran the first shelter for delinquent black children. Gone too is the home where the city's first black architect lived and the bungalow owned by restaurateurs Samuel and Ruby Hayes. Over the last decade, neglect and decrepitude have felled one of every four buildings in the Northwest Historic District, the first city neighborhood listed on the National Register of Historic Places. In all, 149 structures were bulldozed when the city deemed them unsafe, city records show. "In another 50 years ... there'll be no evidence that there were African-Americans in West Palm Beach's history," said Mary Brandenburg, a Historic Preservation Board member. "That would be a tragedy."

On Tuesday, city commissioners will consider expanding the historic district's boundaries from 11th to 15th streets, adding another 78 historic buildings. They also will try to find the money to save two homes that once belonged to prominent local figures. But commissioners expressed doubts last week that new boundaries would stabilize the area's economic free fall. When the city surveyed the 78 buildings, mostly houses, it found that three-quarters of the owners did not live in the buildings. Absentee owners are common in the Northwest area, city officials say. The neighborhood also has a reputation as being the city's most drugand crime-plagued. Northwest's historic tag has not translated into the wave of renovation and new investment enjoyed by other neighborhoods with a similar designation.

During the same decade that the Northwest area lost 149 buildings, Old Northwood residents saw the tax base in their nine-block-long neighborhood rise by $7 million with no new construction. The demolitions are especially painful to Alice Moore, a longtime Northwest resident and Historic Preservation Board member. Moore can recite by heart who lived in many of the lost homes, including Fredericks, her aunt. She counts many friends among those displaced by recent demolitions. "Everywhere else I go - South Carolina, Georgia, North Florida - they're preserving old houses for historic reasons," Moore said. "Here in South Florida, we seem to want to destroy everything."

The Northwest neighborhood was settled in 1894 by the black pioneers who built the railroads and picked the crops. It was segregated, becoming a city-within-a-city with its own doctors, shops, churches, architects and builders, city records show. The houses are mostly wood frame, unlike the stucco homes with barrel-tiled roofs built in affluent white neighborhoods. Shotgun shacks and bungalows dot the area, which boasts five churches in the Gothic or elaborate Romanesque-revival style.

By 1951, the area had become a teeming slum, city records state. When segregation ended in 1960, the neighborhood's affluent and middle-class families headed west of the CSX Railroad tracks to new subdivisions. Even as the neighborhood fell into neglect, city officials worked with

local historians and longtime residents to note what was left. Relying on people's memories and local folklore, the city completed a house-by-house survey in the late 1980s. It is the only city neighborhood to have its oral history so recorded, said **Linda Connors**, the city's Historic Preservation Planner. In 1992, the local flavor of its architecture and its ranking as one of South Florida's oldest black settlements earned it a listing on the National Register of Historic Places.

On Tuesday, commissioners will take up the case of two homes with local significance. The school district plans to expand U.B. Kinsey Elementary School on Division Avenue, but must move the two homes to do so. It has donated both to the city, which now must find the money to move them. So far, the city has found the $115,000 needed to move the house once owned by a prominent physician, Thomas Vickers. But it needs a similar amount to move the home that once belonged to the area's pharmacist, whose last name was Jenkins. Both would be moved to city-owned lots, probably in the same neighborhood.

Moore credits Mayor Nancy Graham with trying to preserve what's left of the Northwest neighborhood and with repaving and landscaping the area's streets. "By tearing down so many houses," Moore said, "we don't have so many people to tell her how grateful we are."

The Palm Beach Post (FL)
July 16, 1996

Couple's House Makes Way for PBAC Gym
Author: Don Horine

Christine and James Lee Findley didn't shed a tear Monday as they watched the demolition of the home where they had lived for nearly 57 of their 60 years of marriage. The two-story frame house, on the campus of Palm Beach Atlantic College, was full of termites and it was time for it to go, they said. It and another house next door on Kings Court were demolished Monday. The Findleys said they were happy that the college planned to use the land for a new gymnasium and recreation complex. But Christine Findley, 87, admitted she cried during a visit to the house a couple of months ago, when she walked into the living room and briefly imagined all the furniture as it was years ago, when she and her husband were raising their three sons. Their agreement with the college stipulated that no one else could live in it. "This is selfish, but we didn't want to save it," Christine Findley said. "We didn't want it moved. We didn't want anybody else to live in that house but us." James Findley, 88, added: "We wanted that house ended when we ended. It had a lot of sentiment in it. We've had a wonderful life and most of it's been at that house."

The Findleys bought the house in 1939, about 20 years after it was built, and lived there until November. Findley worked most of his adult life at a service station and garage at Lakeview Avenue and Olive Avenue that was torn down in 1980 to make way for the Esperante office building. They now live in a PBAC dorm because the college promised them accommodation within walking distance of First Baptist Church nearby, where they were married.

The college also plans to remove two houses on Gruber Place to make way for temporary outdoor recreation space. Farther south, between Acacia and Jefferson roads, are eight other old houses in an area that will become a music and fine arts complex, but a college spokeswoman said she didn't know how long they would remain.

Three other historical houses on campus didn't have to be torn down because they were moved to new locations. **Linda Connors**, historic preservation planner for West Palm Beach, said she hopes some of the remaining houses also can be moved. Most were built in the 1920s and have architectural details that are too expensive to incorporate into new houses, she said. "Once you lose those structures, you really lose the heritage of the community," she said.

The Palm Beach Post (FL)
July 5, 1996

Resurrecting a Dream
Author: Steve Gusheep

Great churches are haunted. The faithful soak the walls of the building with their prayer, laughter, tears and dreams. And they tell wondrous tales. For decades the walls of First Methodist Church at Florida Avenue and Hibiscus Street absorbed memories that reflect much of the history of West Palm Beach. Built in 1926, the huge structure near the Kravis Center stands as a lonely reminder of a once-thriving neighborhood. The people have moved on to another church, but the building - and its ghosts - may still have a future as a place for children and the arts. And it will always have its memories.

Elsie Causier, 92, remembers when the church was built to accommodate a growing city of almost 26,000. She came to West Palm Beach in 1918 and worshiped in a smaller church that was replaced by the imposing building on Hibiscus Street. It was the largest church in Palm Beach County at the time and said to be one of the largest Spanish-style churches in the world. And it soon began to serve - and be threatened - by the world around it. Causier recalls housing refugees of a 1928 hurricane for many weeks in the church basement. And she remembers the struggle to save the building after the mortgage was foreclosed following the stock market crash in 1929.

For more than a year, the faithful worshiped a block away in the auditorium of Central Schools - now Palm Beach County School of the Arts. And they raised money. They saved pennies at family meals and asked guests to bring quarters to parties, Causier said. They sold pies and hosted fairs. And the younger women had "box supper" parties in the fellowship hall. Each young lady would pack a shoe box with food and decorate it as best she could, Causier said. The young men would bid for supper, pay as much as $2 or $3, and have a date with the girl for the evening. The hard work paid off. They saved the building, paid off the mortgage and continued collecting happy memories.

Virginia Lilly, 72, recalls her first clandestine kiss as a 13-year-old. While chaperones were cooking dinner for a youth event, the kids played spin-the-bottle. She relishes the thought of entertaining servicemen in a Sunday school room during World War II. One soldier played boogie-woogie on the piano, but dancing wasn't allowed in the Methodist Church, she said. So "folk games" was the euphemism the teenagers used to get away with doing the Virginia Reel and other group dances three nights a week during the war.

The church began a ministry in the '60s to Spanish-speaking people. Members taught English and studied the Bible with many new residents from Cuba. And in the late 1980s, Lilly celebrated her 65th birthday presiding over the church's soup kitchen that fed the neighborhood poor. The building also weaves life's events for Eloise Cofer, 76, who retired in December after 49 years as a volunteer and, later, an employee at the church. Her children were baptized there,

her daughter married in the sanctuary. Her husband's funeral took place there and her granddaughter - beginning a new generation - was baptized in the church.

For many, the church played a critical role in shaping their lives. At least one member became a Methodist minister. "I found the best that I knew in life was associated with that church. I think of the relationships we had with people who were part of the church. Those families constituted our wider family," said The Rev. Denver Douglas Clewis, 54, pastor of First United Methodist Church in Lake City, near the Georgia border. He grew up on Jessamine Street, within two blocks of the church, and attended high school a block away. Clewis, 54, remembers an intimate, middle-class neighborhood of two-story homes dominated by the twin towers and cupola of the church.

But the city grew. People moved west. The area began to deteriorate. And in 1989, the church's congregation merged with the smaller Grace Church on Belvedere Road. They broke ground the next year to build the United Methodist Church of the Palm Beaches on Brandywine Road in West Palm Beach. "With the transition of downtown and the expansion of the airport, these two congregations found themselves needing to relocate," said the Rev. David McEntire, pastor of the new church, which is north of Palm Beach Lakes Boulevard. The stained glass windows, the organ, even the cornerstone of the old building were saved. And most of the congregation came to the new church, which is growing rapidly, McEntire said. The large contemporary campus includes a chapel, large auditorium, offices and classrooms but lacks the main sanctuary. That will be built when the current debt of more than $600,000 is retired, he said.

The old church was bought in the early '90s by the city, who hopes to see a children's cultural center emerge from the crumbling walls of the building. It is said to have nearly perfect acoustics, and the sanctuary would be a more than adequate performance hall, said **Linda Connors**, historic preservation planner for the city. Mayor Nancy Graham has requested that the church be designated a historic site by the city commission, and in May, the city requested $630,000 from the state Division of Historical Resources to renovate the structure as a cultural center for children, **Connors** said. The city will try to find another $500,000 for interior renovations to the building that is about 50,000 square feet, she said. "It's a perfect match for the Palm Beach County School of The Arts, which is just a block away. And it's just a block from the Kravis Center as well. "There could be a great symbiotic relationship between those three," **Connors** said.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Sun Sentinel (FL)
April 23, 1996

Restoration Tax Breaks May Be Ahead
Author: David Nitkin

Hank Henry had no qualms about spending $80,000 to restore his historic Fort Lauderdale home. But for many of his neighbors in the Sailboat Bend section, preservation is just too pricey. That's why Henry supports a proposed Broward County law giving property tax breaks to owners who improve their historic buildings. County commissioners will consider a public hearing on the proposal today. "I think we need that kind of incentive for people in the neighborhood," said Henry, vice president of the Sailboat Bend Civic Association. "Some of the homes are literally falling down on people. ... If [prospective buyers) knew that they were going to get a tax break with the effort, it might convince them to take the plunge."

If commissioners give their blessing following a public hearing tentatively scheduled for May 14, Broward County would become the latest local government to take advantage of a voter-approved 1992 amendment to the state Constitution allowing such exemptions. Here's how the tax break would work: If a family buys a Sailboat Bend house for $150,000 and does extensive renovation, when it's done, the county Property Appraiser's Office could say the home is now worth $200,000 and the owner wouldn't have to pay the county portion of taxes on the $50,000 increase in value. That would amount to a savings of $406 a year. City, School Board and other taxes still would be paid in full.

The savings would last 10 years, and are available only for homes or buildings in designated historic districts such as the Lakes section of Hollywood, or properties listed on the National Register of Historic Places. "It will be very valuable to local preservation efforts, where governments are looking for some form of incentive to get people involved," said David Ferro, an architect with the state Bureau of Historic Preservation. While it's likely that folks who will enjoy the tax breaks will be relatively wealthy - those who can afford renovations costing tens of thousands of dollars - Broward County Historical Commission coordinator Rodney Dillon said the program shouldn't be viewed as a giveaway for the rich. "I think the whole reasoning behind it is to take away any roadblocks," Dillon said. "You don't want to discourage the owner from remodeling because they might have to pay higher property taxes."

In West Palm Beach, where 20 properties have applied for breaks given by both the city and the county, city preservation planner **Linda Connors** said all taxpayers come out ahead when neighborhoods improve. "We're still going to capitalize on some increase [in property value)," **Connors** said. "The city is not losing any money.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

The Palm Beach Post (FL)
March 1, 1996

Planners Question House's Historic Designation
Author: Anne L. Boles

City planning officials are questioning a decision to list an El Cid property as historic, saying the home has changed too much to qualify for the city's historic register. West Palm Beach's historic preservation board voted unanimously this week to recommend including 2416 Medina Way in the register. One of the property's owners, Robert Honchar, sits on the preservation board. Honchar also has helped raise money for city commission candidate Mary Brandenburg, the board's chairwoman. The preservation board's recommendation must go to city commissioners for approval. If granted, Honchar and his wife, Nancy, would be eligible for the tax break given by the city and county to owners who renovate historic homes. Both Honchar and Brandenburg say they understand the potential for a conflict of interest and went to great lengths to avoid it. "Many people come before the board that are friends; close, personal friends," said Brandenburg. "If I think that Bob and Nancy's request doesn't meet the criteria, I'll vote against it."

Honchar didn't vote at Tuesday's meeting, and Brandenburg was absent. To remove himself from the process, Honchar said, he hired an attorney to make his case before the board in January. That first bid failed 4-3. Brandenburg voted for the designation at that meeting. The board asked to rehear the case after learning Honchar's wife had been inadvertently locked out of the January meeting. The house started as a three-car garage, a rarity in 1938 when it was built for $50,000, city records show. The then-owners split it from the main house on Valencia Road in 1963 and converted it into a house. Certain parts are indeed historic, according to city records. A cupola crowns the home's roof, a wall and gate date to the 1930s, and the water garden is one of the first in the area. Is that enough to earn a historic tag? The city's preservation expert says no, and urged the board to deny the request. The board Tuesday voted to recommend listing the site - not the house itself - in the city's historic register. They'll debate this month whether the Honchars can get a tax break if they renovate the home. The couple plans to add a bedroom and a tower staircase, which **Linda Connors**, the city's historic preservation planner, described in a January report to the board as "aesthetically exciting" but nonetheless lacking in historic merit.

The Honchars paid about $5,890 last year in taxes on their home, which was appraised at $240,551, county records show. The tax break would apply for 10 years to city and county property taxes assessed on the new wing. Instead of paying another $1,800 a year, Honchar said he would pay only another $1,000 or so. The Honchars, who won a city award in 1994 for restoring a historic home on Valencia Road, hosted Brandenburg's first fund-raiser after she decided to run for city commission. The party is listed as a $500 in-kind donation on her campaign records. Anytime neighbors discussed the Honchar's house, Brandenburg left the room, she said. "Before running, I'd never had my ethics questioned," Brandenburg said. "We've been lily-pure on this."

Sun Sentinel (FL)
January 4, 1996

Historic Home Nominated
Author: Staff

A home built by the man who supplied colorful Cuban tile for many of Addison Mizner's architectural creations has been nominated for placement on the National Register of Historic Places. The home built by Clifton Rice at 714 Claremore Road in the historic Flamingo Park district will be considered by the Florida National Register Review Board on Feb. 6.

City preservation planner **Linda Connors** said if the home passes that hurdle it will be considered by the national review board later this year. It was originally nominated by its current owners, Jeffery and Margaret Yansura, and approved by the West Palm Beach Historic Preservation Review Board in November.

The nomination is based on the home's historic and architectural significance, **Connors** said. Often called the "Tile House," it stands out because of the colorful imported tile used inside and out when Rice built the home. During his career, Rice founded the Zinni Tile Import Co. and built several homes in the Flamingo Park and Northwood areas. He died in 1983

Sun Sentinel (Fort Lauderdale, FL)
July 26, 1995

OLD COLLEGE HALL REDUCED TO MEMORIES
Author/Byline: ARDEN MOORE

In less than two hours, one of Palm Beach Atlantic College's oldest buildings was reduced to rubble on Tuesday. The Northwood Hall, a 70-year-old two-story, wood-framed stucco building was leveled by a bulldozer Tuesday morning to make way for parking at the private West Palm Beach campus. "One hour and 20 minutes, and it was down," said PBAC alumni director Don Harp, one of a handful of college employees who witnessed the building's razing. "All it took was one bulldozer. [The operator) knew what would topple when." The building's collapse was so swift it barely drew the attention of morning rush-hour drivers along Olive Avenue in downtown West Palm Beach, college officials said.

Northwood Hall, built around 1920, was originally used for Sunday-school classes by the First Baptist Church. The college rented the building in 1969 and purchased it from the church in 1980, Harp said. It took on many lives, serving as a classroom building, student community service office and finally, a dormitory for 24 women students. City planners gave the college permission to raze the building after it was examined by historic preservation planners. The hardwood floor was removed and will be used by an unnamed individual, city planner **Linda Lennon said**. "We hate to see old buildings lost, but we realized the college needed to expand," **Lennon** said. "The wooden floors will be used. We worked together to find an alternative to losing [the building) entirely."

Cost of the demolition is estimated at $8,000, college officials said. As crews from Thomas Demolition of West Palm Beach began clearing the debris, construction workers were busy nearby putting the finishing touches on Northwood Hall's replacement - the five-story Baxter Hall that will house 240 women students beginning this fall.

The private liberal-arts college on 23 acres has six residence halls housing about 750 students, PBAC spokeswoman Rebecca Woosley said.

Tampa Bay Times (FL)
September 21, 1994

Two St. Petersburg sites seek landmark status
Author/Byline: JOHN A. CUTTER

Two groups have applied for city landmark status for the former Mercy Hospital, a move they hope eventually will lead to creation of a medical clinic on the site. And the city is seeking that status for the former Manhattan Casino at 642 22nd St. S, a former popular nightclub built in 1925.

The Southern Christian Leadership Conference and the Federation of Inner-City Community Organizations filed the Mercy Hospital application last week and are set for an initial hearing next month. The hospital was for decades the only one that would treat black patients in the city, until it closed in the 1960s. ""We want Mercy Hospital to be renovated intact," Sevell Brown III, president of the SCLC's St. Petersburg office, said Monday at a news conference in front of the boarded-up building at 22nd Street and 13th Avenue S. ""This is the hospital in which thousands of black people were born in the '30s, '40s and '50s."

The Asimeno Corp. of Clearwater owns the 5.8-acre site and 32,000-sqaure-foot building. The most recent plan was for a 50-bed drop-in center for teenagers with family problems, but the Juvenile Services Program, a non-profit agency, dropped the plan earlier this month because of neighborhood opposition. Asimeno officials did not return phone calls Monday. A real estate agent said the building is still for sale.

The city's Historic Preservation Commission, an advisory panel, is scheduled to hear the proposal at 4 p.m. Oct. 27 in the City Council chambers. If it approves the plan, it goes to the council for a vote, likely Dec. 1. Landmark status does not assure the building will not be demolished, and it does not assure its final use as a clinic. But it would require city approval for structural changes or demolition, said **Linda Lennon**, a city planner.

Brown said his group and others favor a medical clinic for the neighborhood and would like to see federal money used for it and other improvements along 22nd Street S.

The city has plans to offer landmark status to another important building in the area. The Historic Preservation Commission is scheduled Oct. 27 to discuss the former Manhattan Casino, which was once a popular club for African-Americans. It is now a sign shop, said **Lennon**.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Tampa Bay Times (FL)
July 30, 1994

Women's Club awarded national historic status
Author/Byline: BETTY JEAN MILLER

The St. Petersburg Woman's Club, a local landmark and center for community events, has been awarded national historic status, members learned Friday. This brings to 18 the number of local buildings accorded this honor. The Mediterranean revival style building at 40 Snell Isle Blvd. was built in 1929. It has housed not only Woman's Club events, but was rented to untold numbers of other groups and individuals for fashion shows, card parties, wedding receptions and dances. It has been a polling place for elections and is the regular meeting place for members of the Snell Isle Property Owners Association.

""It's a great honor for the Woman's Club to gain this," said Vera Brantley, former president and district director of the club. She announced the designation at a club card party Friday afternoon, and ""the women were ecstatic."

The status is not accorded without a great deal of research and work, which began in 1986 when members applied for local landmark status. This was granted in 1989. ""The national status doesn't really mean anything as far as funding, but it makes it easier to get grant funding," said **Linda Lennon**, historic preservation planner with the city.

Members found this out when trying to get a grant to repair the building's original barrel tile roof, which was leaking badly, Ms. **Lennon** said. Their original grant application was rejected. But when they applied for a grant for roof money a second time, because they were in the process of applying for national historic status, their grant came through. ""However, the hurricane (Andrew) came through South Florida, where there were a lot of these tile roofs, and that drove the price up," Ms. **Lennon** said. Members raised much of the money themselves through fashion shows and other events, and celebrated last year when the roof was paid for.

Among other buildings granted this status locally are the Mirror Lake Library, the Open Air Post Office, St. Petersburg High School and the Veillard House, now headquarters for the Junior League of St. Petersburg.

Tampa Tribune, The (FL)
April 4, 1994

Historical groups seeking grant to move, restore Williams house
Author/Byline: JOHN STEBBINS

Gen. John C. Williams, visionary, romantic and the city's founder, built an elaborate Victorian house for his wife on what was once the outskirts of town. It was a symbol of love for his wife and a testament to his faith in the city's future. But that was 103 years ago. Williams and his wife, Sarah, have long passed into history. Yet the house at 444 Fifth Ave. S. survives, nestled in relative obscurity and possibly poised on the brink of oblivion.

Recently, however, the city, the University of South Florida and others have banded together in an effort to save the historic Williams' House from the ravages of time and the weight of neglect. Officials at USF's Bayboro Campus plan to apply for a state preservation grant to move the house to the campus and partly cover the cost of restoring it. If approved, the grant also would pay for the restoration of the interior of the historic Perry Snell House, which was moved to the campus last year. Snell was one of the premier developers of St. Petersburg. The grant approval process will take about a year and there is no guarantee the state will offer the money. The Williams House and the attached Manhattan Hotel were closed last year. With a dwindling seasonal tourist business, it no longer made sense for the owners to keep them open. Preservationists and city officials say the vacant house is vulnerable to vandalism and could be damaged or destroyed. Or a private buyer could decide to demolish the house.

Linda Lennon, city planner, has been working with a committee formed to save the house. Committee members include representatives from USF, the American Institute of Architects, the Junior League of St. Petersburg, All Children's Hospital, Bayfront Medical Center and the St. Petersburg Historical and Flight One Museum. **Lennon** said Council Chairman Robert Stewart asked the city to look into the condition of the house and determine what could be done. The committee was formed to explore different options.

Owner Louise Flint Slansky, 75, said waiting a year to find out if the state will approve the grant is a hardship since the property has to be maintained and property taxes must be paid. Slansky hopes the committee can move the house and raise money to tear down the hotel and clear the land. Once the land is cleared, it can be readily sold. Julie Gillespie, USF's director of advancement, said preliminary estimates to move and restore the Williams house are about $250,000. To restore the interior of the Snell House, another $150,000 is needed, she said. Gillespie said grant money would not cover demolishing and clearing away the hotel.

A community fundraising initiative might be needed, she said. **Lennon** said competition for grant money is intense, and the committee will have to show there is strong community support for the project. She said many people and organizations already have donated or committed time and expertise on the Williams house and Snell house project. Architect Robert Bitterli, a committee member, said although the Williams house has some problems, much of the original

features remain. He has been working on restoration plans for the university and the community to examine.

The house and the hotel were placed on the National Register of Historic Places in 1975. Both **Lennon** and Gillespie said it was a shame both could not be saved, but no one was willing to buy and restore both. The three-story, 87-room hotel was added to the house in 1905. Both were moved in 1928 to make room for St. Mary's Church and rectory. Bitterli said the challenge will be separating house from hotel and seeing what remains of the original structure.

The New York Yankees, including Babe Ruth and Lou Gehrig, stayed at the Manhattan when in town for spring training in the 1930s and early 1940s. Alma Ward, Louise Slansky's mother, bought the hotel in 1946 for winter visitors and later it evolved into a retirement hotel.

Internet – Newspaper Archives Searches
Linda Lennon Connors
(Articles are in reverse chronological order)

Tampa Tribune, The (FL)
December 1, 1993

Grant to fund survey - Kenwood focus of site search
Author/Byline: JOHN STEBBINS

The Kenwood neighborhood will be the focus next year of an extensive survey to identify historic structures, thanks in part to a $16,000 state grant. The grant, awarded recently by the Florida Secretary of State's Division of Historical Resources, will be matched by the city for a total of $32,750. Last year, a similar survey of the Old Southeast area south of downtown found many historical or architecturally significant houses built before 1945. The survey also determined the neighborhood was eligible as a historic district.

City Planner **Linda Lennon** said the city is surveying the North Shore, Roser Park and Round Lake neighborhoods using another $22,500 state grant. The survey of Kenwood won't start until sometime around May, she said. Kenwood is bordered by First and Ninth avenues North, and 34th Street east to Interstate 275. According to the city's grant application, the neighborhood has a high concentration of bungalows built in the 1920s. Other historic elements include brick streets, granite curbing and hexagon block sidewalks. "Observation suggests a strong possibility for both national and local historic district potential," the application states.

Councilwoman Leslie Curran, whose district includes Kenwood, said the survey will spotlight the renovation of homes that's already taking place. "There are really great houses in Kenwood that, if refurbished, can draw people to the area," Curran said.

The historical surveys are part of the city's Great Neighborhood Partnership Program, which was enacted in 1988 to rejuvenate older neighborhoods and improve the city's housing stock.

The grant for the Kenwood project has four elements: the survey of houses, the re-evaluation of houses surveyed before 1992, the training of code and building inspectors in preservation techniques for protecting historic sites, and the formation of a committee to evaluate historic resources in the black community. The fourth element, the committee, is important because many historic structures in the black community already have been lost due to the expansion of downtown and development of Interstate 275.

The committee will identify remaining historic buildings and take steps to preserve them.

Tampa Bay Times (FL)
September 7, 1993

Church seeks aid in war with time
Author/Byline: ERIKA N. DUCKWORTH

When termites took a bite out of First Congregational Church two years ago, the congregation fought back and had the structure fumigated. After vandals shattered some of the majestic stained-glass windows a few months later, expensive repairs were made. Now the church is taking on destruction caused by a different enemy: time. Church officials said they will apply to the state Department of Historical Resources for a grant to repair damage brought on by aging of the church, which was completed in 1912 and declared a historical landmark by the city in January. To increase its chances of securing a grant, the church is seeking out community leaders to lend support through a letter-writing campaign.

A request has been sent to U.S. Sen. Bob Graham, who is a member of the denomination in Miami Lakes. **Linda Lennon**, a planner for the city of St. Petersburg, said Mayor David Fischer also might send in a letter after the repair estimates come in. Church conference minister Charles Burnes already has responded.

Cora Meares, chairwoman of the church Historic Preservation Committee, said the cost of the project has not been assessed. Two architects are examining the steeple, but no one has been found to restore the windows. Meares said the letter-writing campaign will pick up speed once estimates are in. The church has until the end of December to submit its grant request. ""We have to get bids and find people that can really do the job. That's our real holdup," Meares said. ""We've had five different groups come and look at the windows. The job is bigger than their capabilities. I'm afraid it's massive."

Though the windows look grand and impressive from a distance, a closer look reveals the damage: Some of the glass is cracked. A few panes with holes in them are patched with tape. The main window supports, which have rotted with age and termite infestation, are collapsing slightly and pressing down on the glass. The church also wants to repair internal water damage caused by leaks and restore the steeple to its original neo-Gothic design.

Organizers said they will take great care in choosing an agency to handle the repairs. Because most of the stained-glass windows at First Congregational Church were put in as early as 1912, church historian Elsie Sakiotis said the church would rather take the time to remove, clean and restore all the panes than to replace them. ""You can't replace these windows," Sakiotis said. ""They don't make them like this anymore."

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Section 5

Jason M. Eisenbeis

Juno Beach Town Manager Candidate Report

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Cover Letter and Resume

Jason M. Eisenbeis, MBA **810 Mississippi Ave., Crystal City MO 63019**
Cell: (636) 236-0513 **E-Mail: Jason.m.eisenbeis@gmail.com**

Honorable Mayor and Members of the Town Council:

Please accept this letter and accompanying materials as my formal application for the position of Town Manager for the Town of Juno Beach, Florida. I offer over twenty-six years of local government experience, including fifteen years as a City Administrator, with a leadership philosophy grounded in transparency, collaboration, fiscal stewardship, and responsive council-manager government.

Throughout my career, I have focused on building trust with elected officials, residents, employees, and community stakeholders while delivering high-quality municipal services and implementing long-term strategic priorities. As City Administrator for the City of Crystal City, Missouri, I oversee a full-service municipal organization with responsibility for public safety, planning and zoning, utilities, infrastructure, finance, parks, code enforcement, and personnel. During my tenure, the city has completed major infrastructure and community improvement projects, strengthened public safety funding, supported responsible redevelopment, and maintained a strong commitment to transparency and fiscal accountability.

What particularly draws me to Juno Beach is the Town's strong sense of community, its commitment to preserving its unique character and quality of life, and its thoughtful approach toward balancing redevelopment pressures with resident expectations. I appreciate the importance of visible, approachable leadership in a close-knit community and understand that residents expect their Town Manager to be accessible, responsive, and actively engaged in community life.

My leadership approach emphasizes open communication, relationship-building, strategic thinking, and professional management. I believe successful local government depends upon collaboration between elected officials, staff, residents, and regional partners. I also recognize the importance of maintaining organizational stability, mentoring employees, and fostering a positive workplace culture focused on accountability, customer service, and continuous improvement.

In reviewing the Town's goals and opportunities, I believe my background would allow me to contribute immediately while respecting and preserving the values that make Juno Beach such a desirable community.

Thank you for your consideration. I would welcome the opportunity to discuss my experience, leadership style, and how my commitment to public service aligns with the Town Council's vision for Juno Beach's future.

Respectfully submitted,

Jason Eisenbeis

Jason M. Eisenbeis, MBA
ICMA-Credentialed Manager
City Administrator

Jason M. Eisenbeis, MBA **810 Mississippi Ave., Crystal City MO 63019**
Cell: (636) 236-0513 **E-Mail: Jason.m.eisenbeis@gmail.com**

CITY ADMINISTRATOR | ICMA-CREDENTIALED MANAGER

Experienced municipal executive with nearly 26 years of local government leadership, including 15 years as City Administrator serving full-service communities. Proven expertise in council-manager governance, strategic planning, redevelopment, financial stewardship, public safety administration, infrastructure delivery, and community engagement. Recognized for transparent communication, collaborative leadership, and balancing growth with preservation of community character and quality of life.

AREAS OF EXECUTIVE RESPONSIBILITY

Municipal Operations • Council-Manager Governance • Strategic Planning
Budgeting & Financial Management • Redevelopment & Economic Development
Public Safety Administration • Infrastructure & Utilities
Community Engagement • Intergovernmental Relations
Capital Improvement Planning • Personnel Administration
Policy Development • Labor Relations • Grant Administration

PROFESSIONAL EXPERIENCE

CITY ADMINISTRATOR | City of Crystal City, Missouri
2013 – Present

Chief administrative officer for a full-service municipality of approximately 5,000 residents with 60 full-time and 25 seasonal employees and an annual operating budget exceeding $10 million.

Key Responsibilities

- Implement policies and priorities established by the Mayor and City Council.
- Direct daily operations of police, fire, public works, utilities, parks, planning & zoning, finance, code enforcement, and personnel.
- Prepare and administer annual operating and capital budgets and oversee long-range financial planning.
- Lead redevelopment initiatives, infrastructure planning, and community improvement projects.
- Maintain strong relationships with residents, businesses, regional partners, and neighboring jurisdictions.
- Ensure transparent communication and responsive public engagement.

Jason M. Eisenbeis, MBA **810 Mississippi Ave., Crystal City MO 63019**

Selected Accomplishments

- Led recruitment and coordination efforts supporting a nearly $1 billion manufacturing investment resulting in more than 500 high-quality jobs and significant regional economic impact.
- Administered more than $30 million in grant funding while ensuring regulatory compliance and fiscal accountability.
- Guided voter approval of a dedicated Emergency Services Sales Tax generating approximately $500,000 annually to strengthen police and fire services.
- Oversaw completion of a $10 million water treatment facility and $1.5 million public works facility, including financing, procurement, and project management.
- Secured and administered state and federal grants supporting emergency warning systems, infrastructure improvements, and public equipment upgrades.
- Negotiated and administered labor agreements while maintaining strong employee relations and operational continuity.
- Implemented utility rate restructuring and long-term sustainability planning following independent rate studies.
- Directed development of a $1 million ADA-compliant community park focused on quality-of-life improvements and responsible stewardship of public resources.
- Fostered a collaborative organizational culture emphasizing professionalism, accountability, responsiveness, and customer service.

CITY ADMINISTRATOR | City of Pevely, Missouri

2011 – 2013

Served as chief administrative officer for a manufacturing-based community of approximately 6,000 residents.

Selected Accomplishments

- Successfully advocated before Missouri legislative committees, enabling voter approval of a tourism tax supporting parks and community development initiatives.
- Implemented business license restructuring tied to sales volume, strengthening long-term municipal revenues.
- Directed utility rate study and restructuring to support operational sustainability.
- Supported commercial development and business recruitment initiatives while maintaining focus on community needs.

ELECTED CITY COUNCIL MEMBER | City of Crystal City, Missouri

2000 – 2013

- Served as Mayor Pro Tem and chaired police personnel and labor relations committees.

- Participated in recruitment and evaluation of senior leadership positions, including Police Chiefs and City Administrator.
- Assisted in the development of ordinances and policies affecting public safety, utilities, infrastructure, and community services.
- Worked collaboratively with elected officials, staff, and residents on community priorities and municipal policy initiatives.

ADDITIONAL EXPERIENCE

Adjunct Professor | Lindenwood University

2012 – 2014

Taught graduate and undergraduate courses in:

- Human Resources
- Diversity Management
- Adult Learning
- Accounting & Finance

EDUCATION

Master of Business Administration (Public Administration)
Concordia University – St. Louis
GPA: 3.92
Bachelor of Arts – Human Resource Management
Concordia University – St. Louis
GPA: 3.59
Associate of Arts – Criminal Justice
Jefferson College – Hillsboro, Missouri

PROFESSIONAL AFFILIATIONS

- ICMA Credentialed Manager
- International City/County Management Association – Missouri Representative - Education Committee
- Missouri City/County Management Association – Board Member
- St. Louis Area City Management Association
- Missouri Municipal League

Section 5

Candidate Introduction

Section 5

JASON MICHAEL EISENBEIS

EDUCATION

Master of Business Administration, emphasis in Public Administration, Concordia University
Bachelor of Arts, Human Resource Management, Concordia University
Associates Degree, Criminal Justice, Jefferson College

PROFESSIONAL EXPERIENCE

City Administrator, City of Crystal City, Missouri	2013 – Present
City Administrator, City of Pevely, Missouri	2011 – 2013
City Council Member, City of Crystal City, Missouri	2000 – 2013
Chrysler Corporation, Fenton, Missouri	1994 – 2008

BACKGROUND & ORGANIZATIONAL CONTEXT

I offer more than 26 years of local government service, including 15 years as a City Administrator, with direct experience leading similarly sized municipal organizations, advising elected officials, managing staff, preparing and implementing budgets, overseeing capital projects, and guiding long-range community priorities. Crystal City is a close-knit community of approximately 5,000 residents with an annual budget of nearly $11 million, including a general fund budget of $7 million. The city employs approximately 60 full-time employees, 25 part-time or seasonal employees, and there are six department heads who report directly to the City Administrator.

The three most important issues facing Crystal City are:

1. Managing Major Economic Development Projects - Crystal City is in the middle of transformational industrial and commercial development projects, including the James Hardie manufacturing facility development at the former Festus airport. These projects will create major jobs, expand the tax base, and drive long-term investment in Jefferson County. The city's ability to manage growth responsibly while protecting residents' interests will shape its future for decades.

2. Aging Infrastructure – The city is already pursuing multiple infrastructure and facility projects, including road improvements, utility projects, office renovations, and public works upgrades. As development accelerates, infrastructure becomes even more critical because growth can quickly strain aging systems if investment does not keep pace.

3. Long Capital Improvements - Cities must balance limited revenues against many competing priorities such as public safety, employee retention, parks, and daily operations. Many capital projects require grants, bonding, phased construction, or multi-year budgeting strategies. If projects are postponed too long, the eventual replacement costs are often much higher than the costs of proactive maintenance and planned upgrades. Long-term capital improvement planning is important because it allows a city to prioritize projects, stabilize budgets, pursue external funding opportunities, and ensure that infrastructure investments support future growth while maintaining the quality of life for residents.

MANAGEMENT STYLE AND EXPERIENCE

Juno Beach's seaside character, strong sense of community, council-manager form of government, and emphasis on quality of life closely align with the kind of organization I have served and helped strengthen. I understand the importance of protecting small-town character while providing professional, responsive, business-minded government operations.

My management style is collaborative, professional, and results-oriented. I believe an effective Town Manager must be a leader, partner, supporter, trusted advisor, and consensus-builder who works closely with the Town Council to implement its priorities while maintaining transparent communication with staff, residents, and stakeholders.

I empower department heads and employees to operate with appropriate autonomy while maintaining clear expectations, accountability, and follow-through. I expect leaders to bring forward solutions, not just problems, and I actively coach staff to strengthen decision-making, teamwork, and professional growth. While collaboration is my default approach, I also recognize that decisive leadership and clear direction are sometimes necessary.

Staff members would describe me as accessible, fair, and supportive. I believe employees perform best when expectations are well-defined, feedback is timely and respectful, and leadership takes the time to explain priorities. I strongly value continuing education, succession planning, and professional development because quality personnel are essential to effective municipal service delivery.

Elected officials I have served would describe me as dedicated, honest, dependable, approachable, and responsive. I place a high value on professional relationships with council members, advisory boards, staff, residents, and partner agencies. My role is to provide sound advice, implement policy direction, communicate clearly, and help the organization remain focused on shared goals.

One of my greatest strengths is the ability to combine strong project management with consensus-building to move important initiatives from concept to completion. I have consistently

demonstrated the ability to bring stakeholders together, navigate complex issues, and deliver results that benefit the community. This includes leading the successful passage of an emergency services sales tax that provided critical long-term funding for police and fire operations, as well as securing more than $350,000 in grant funding for community improvements and infrastructure projects.

One area I continue to struggle with is balancing professional commitment with personal time. I am deeply dedicated to the communities I serve and have historically been highly hands-on. To improve sustainability and strengthen the organization, I have focused on delegation, staff empowerment, and the development of resilient leadership at every level.

Project tracking, employee evaluations, customer service metrics, and regular progress reviews should all be tied directly to the Town's strategic goals and departmental priorities. When expectations are clearly defined, and performance is consistently measured and communicated, organizations are better able to improve efficiency, strengthen accountability, and ensure staff efforts align with the organization's overall mission and objectives. One example of this, which I am working to implement in Crystal City, is a new feedback system to learn how the public rates the Town's performance. The platform will use text messaging to allow those who have recently interacted with staff to share their opinions on the service they received. Citizens will be asked to complete a short survey about their experiences. We can then use this information internally to improve the quality of services we provide to the community.

One innovative project I am especially proud of is the award-winning partnership between the City, the School District, and the Crystal City Historical Society involving the Little Girl Scout House. As the City's operational and community programming needs continued to grow, additional space became necessary. At the same time, the School District owned the historic Little Girl Scout House, a building that held both functional value and historical significance within the community. Recognizing an opportunity to preserve an important local landmark while also addressing operational needs, the organizations worked collaboratively to create a shared-use partnership that benefited the entire community.

Rather than allowing the building to become underutilized, the partnership successfully repurposed and revitalized the facility into a functional community asset while preserving its historic character. The Historical Society's involvement has helped ensure the property's history and significance continue to be shared with residents and future generations through educational opportunities, exhibits, and community events. This collaborative effort has allowed the organizations to share resources and operational responsibilities in a financially responsible manner while preserving a historically significant building and giving it renewed long-term purpose and sustainability. A link to the award video is below.

https://www.youtube.com/watch?v=64v_bsahE8w

Section 5

JASON MICHAEL EISENBEIS

Managing large-scale storm events requires far more than simply responding to damage after a disaster occurs. Successful storm management depends heavily on coordinating experienced personnel, emergency responders, public works staff, contractors, utility providers, and outside agencies with the expertise necessary to navigate rapidly changing emergency situations. Leadership during these events requires timely decision-making, resource allocation, clear communication, and maintaining public safety while balancing community expectations with operational realities.

These events also frequently involve managing significant federal and state disaster funding, requiring detailed documentation, financial oversight, and strict compliance with reimbursement requirements. While I have been fortunate not to manage a large-scale catastrophic disaster directly, I have coordinated several multi-city storm relief efforts in neighboring and distant communities by leveraging shared manpower and equipment. I have also managed critical incidents, including an officer-involved shooting and large-scale event coordination, which required calm leadership, interagency cooperation, and effective communication under high-pressure circumstances.

My biggest achievement and the one I am most proud of is my leading role in bringing James Hardie Building Products to Crystal City. James Hardie, a global leader in fiber-cement siding and exterior design solutions, has committed to the largest corporate investment in Jefferson County's history, creating at least 240 high-paying jobs in Crystal City. This was a yearlong courtship between key stakeholders at James Hardie, the city of Crystal City, Jefferson County Elected Officials, Jefferson County Economic Development Corporation, the State of Missouri, Governor Mike Parson, and numerous others. The city of Crystal City was founded in 1871 as a manufacturing town for the purpose of making glass. Over 150 years later, I'm proud to continue our history and tradition of being a manufacturing town. This investment will bring generational job opportunities for decades to come.

While our achievements are often easy to brag about, our mistakes and failures are not. Effective leadership often requires making slow, deliberate, and well-informed decisions rather than reacting impulsively or rushing complex issues. Taking the time to gather accurate information, evaluate risks, consult experienced professionals, and fully understand potential outcomes helps minimize mistakes and avoid preventable failures. While deliberate decision-making may sometimes require additional time and patience, it ultimately leads to stronger outcomes, greater accountability, and increased public confidence by ensuring decisions are made responsibly and with long-term success in mind. In my over 26 years of local government service, this method has served me well, and while we all experience failures and make mistakes, we should also learn and grow from those mistakes. Fortunately, I cannot think of a mistake or failure in my career that stands out.

Terminating employees is never easy; however, it is often in the best interest of the organization and the community. I have terminated department heads, union employees, and, unfortunately, even volunteers. All terminations are different and difficult in their own way. I am a strong

proponent of continuing education among staff and coaching staff to achieve and maintain high-quality service to our constituents. Organizations invest significant time, energy, and money in hiring, training, and retaining valuable employees. I personally feel that people fire themselves through their actions, decisions, attitude, or performance, even if someone else formally delivers the termination. Employees ultimately control many of the factors that determine whether they remain successful in their role.

The person who accepts the Town Manager position in Juno Beach will face several important challenges involving leadership stability, political dynamics, and managing the expectations of a highly engaged community. The role requires balancing growth and redevelopment pressures while preserving the town's unique coastal character and quality of life. Success will depend on navigating differing viewpoints among elected officials and residents, strengthening communication, building consensus, and maintaining organizational stability while overseeing infrastructure planning, environmental stewardship, disaster preparedness, and personnel management.

Ultimately, success in Juno Beach will depend less on simply managing operations and more on building relationships, communicating transparently, and restoring stability and continuity within the organization. With the Town attempting to hire its third Town Manager since 2023, establishing organizational consistency and rebuilding trust must become an immediate priority. One of the most effective tools for accomplishing this is a manager/council retreat focused on defining expectations, governance roles, communication protocols, strategic priorities, and long-term goals. These discussions provide leadership and elected officials with the opportunity to openly address concerns, build stronger working relationships, and create a more unified vision for the community's future. Stability and organizational continuity would be my number one priority.

During the first six months, my efforts will be focused on:

- Meeting with staff, elected officials, citizen groups, various boards, residents, and other local and state officials to understand city operations, concerns, and dynamics
- Learning the Council's desires and goals – this will provide a road map for our future that we will collectively work towards
- Gaining a better understanding of city codes, policies, and relevant state laws
- Getting to know the community – this includes meeting key stakeholders such as business owners, clergy members, and community activists
- Meet with neighboring City Managers

- Joining local civic clubs and organizations such as the Chamber of Commerce and Rotary Club

- Join the Florida City & County Management Association and continue being an active member of ICMA – staying engaged on issues that will contribute to the success of Juno Beach

I work well with the media and regularly follow up by phone and email after Council meetings. However, I always defer to elected officials if that is the organization's desire.

Social media platforms are both an asset and a detriment. Used properly, with the ability to control the narrative, it can provide residents with tremendous information and knowledge. However, these platforms can quickly lead to misinformation and false narratives if not properly controlled. I am a proponent of posting useful, factual information. I am not a proponent of responding to social media posts or comments. I have always had an open-door policy; City Halls have typically been located in the same spot for a very long time, and it is where I or any member of City Government can be found to discuss any issue in person.

I have been involved in local city government for over 26 years, and I can honestly say that I do not think anyone would speak negatively of me, nor have I ever done anything legally unethical that would embarrass Juno Beach or me. I have not always agreed with or made friends with residents, coworkers, or elected officials, but I have always been fair and done what I believed was in the best interest of the community I was elected to or hired to ser

SIX ADJECTIVES OR PHRASES I WOULD USE TO DESCRIBE MYSELF

- Witty
- Problem Solver
- Detail Oriented
- Ethical
- Dedicated
- Perfectionist

PERSONAL

Outside of work, I enjoy spending time with my wife, our dog, and traveling. I also enjoy outdoor activities, golf, visiting the beach, and supporting local restaurants and small businesses.

Section 5

JASON MICHAEL EISENBEIS

REASON FOR SEEKING NEW OPPORTUNITY

Crystal City is positioned for sustained success following years of strategic planning, infrastructure investment, and economic development. With key initiatives completed and future growth well underway, I am seeking a new professional challenge where my experience can make a meaningful contribution. The Juno Beach Town Manager role is especially appealing because it calls for the same qualities I have built my career around: professional municipal leadership, consensus building, transparent communication, fiscal responsibility, quality service delivery, and a genuine commitment to community character and quality of life.

CURRENT SALARY

My current salary is $130,561.70, with a yearly vehicle allowance of $7200 and fuel.

ADDITIONAL INFORMATION

To see Crystal City Council highlights, as well as their event schedule, please click the following link:

https://jefferson-review.beehiiv.com/p/crystal-city-council-highlights-library-events-fire-department-grants-creek-erosion-concerns-and-sma

CB&A Background Checks

Background Check Summary for
JASON MICHAEL EISENBEIS

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Jefferson County, MO	No Records Found
St. Charles County, MO	No Records Found
State	
Missouri	No Records Found

Civil Records Checks:

County	
Jefferson County, MO	**Some records were found related to the divorce and bankruptcy that are more than 20 years old. See Personal Disclosure.* **March 1997**, Lawsuit filed by Mr. Eisenbeis against Rebecca A. Nickelson. ***Disposition:*** **May 1997**, Dismissed without Prejudice. **See Page 17 for Candidate Explanation for Records Found*
St. Charles County, MO	No Records Found
Federal	
Missouri	No Records Found
Motor Vehicle	
Missouri	No Records Found
Credit	Excellent in the seven years covered in the credit check

Section 5

Background Check Summary for
JASON MICHAEL EISENBEIS

Personal Bankruptcy	**March 2005** – Bankruptcy, Chapter 13 **Disposition:** May 2009, Discharged June 2009, Terminated **See Personal Disclosure for Candidate Explanation of Records Found*
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

From: Jason Eisenbeis <jason.m.eisenbeis@gmail.com>
Subject: Re: Background Check Records that Require an Explanation
To: Monique Rogers <monique@cb-asso.com>

To the best of my recollection, I had to sue this individual in small claims court due to a minor automobile accident. Which was eventually covered by her insurance company.

Thanks!

Jason Eisenbeis, MBA
City Administrator
ICMA - CM

Section 5

Background Check Summary for
JASON MICHAEL EISENBEIS
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: **Jason Michael Eisenbeis**

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No **X**
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No **X**
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes **X** No ☐ ***over 20 years ago due to divorce***
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No **X**
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No **X**
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes ☐ No **X**
7. Have you ever sued a current or former employer?
   Yes ☐ No **X**
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one.

   Facebook - www.facebook.com/jason.eisenbeis.9

   X - @iznslice

   LinkedIn - www.linkedin.com/in/jason-eisenbeis-13140315

   Instagram - jasoneisenbeis

   Snapchat - jason_eisenbeis
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No **X**
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

    None

Attested to: Jason M. Eisenbeis
Signature of Applicant

CB&A Reference Notes

Reference Notes
Jason Eisenbeis

Tom Schilly – Former Mayor, Crystal City, MO 314-578-6400

Mr. Schilly worked for Crystal City for 36 years and he was the Mayor for 20 of those years. He has known Mr. Eisenbeis for most of his life.

Mr. Eisenbeis is outstanding and his focus is on what is truly best for the City. At times the elected officials did not want to hear what he had to say because it was the truth, particularly at budget time. He is a fantastic employee and a good man.

Hiring decisions made by Mr. Eisenbeis are very good. Because he is very thorough and considers all options, he makes good decisions. He comes to work early in the morning before anyone else is in the office. He is a high performing manager.

At every community meeting and evening, Mr. Eisenbeis is also active in community groups like the Kiwanis club. He frequently visits the senior center to interact with those enjoying the facilities. He is very involved in the community.

When a resident or business owner had a problem Mr. Eisenbeis went on site to review the situation. When someone had issues with the water, sewer, or road, he wanted to look at the circumstances personally.

Communication by Mr. Eisenbeis is very good, he brought issues or information to the elected officials. He did not pull punches or try to hide anything. He did not try to sugar coat the situation. He was transparent and told them how it was.

The staff wanted to be organized in certain areas that were important to them. Mr. Eisenbeis let them decide on the system and bring it to him for approval. Most of the time he liked and approved of what they suggested. He always sought input from the employees before making decisions. He was not a micro manager. He believed in others. He was very well organized.

Crystal City is a small town with a tight budget. They are also landlocked. Mr. Eisenbeis is great with budgeting. He led a use tax initiative which was approved by voters. The funds are primarily used for repairing sidewalks, curbs, and road. He does very well at managing the resources. He is also very good at grant writing.

Stress never seemed to bother Mr. Eisenbeis. Departments asked for resources and it was very stressful on the elected officials. He took care of the issues and handled everything well.

Pittsburgh Plate Glass Company owned a 200+ acre parcel for many decades. A company was looking at buying the property. The residents thought this company would turn the property into a smelter because it was an iron ore facility. The purchase did not go through. Mr. Eisenbeis handled the process well while standing his ground. Representatives from James Hardie also looked at the property and did not care for it because of the hot spots and remediation that would be required. Mr. Eisenbeis offered to show them another property, an old airport outside of town.

They were very receptive to this property. Mr. Eisenbeis worked with them to secure an agreement and they are building now. This investment will bring a multitude of jobs to the community.

Mr. Eisenbeis is very straightforward. Nothing in his conduct or background would concern a reasonable person. The only people who may have a negative opinion of him were employees not performing well and who were thus released from their positions.

Mr. Schilly would hire Mr. Eisenbeis. He is the best manager in the area, and he has done an outstanding job. A community cannot go wrong in hiring him.

Words or phrases used to describe Jason Eisenbeis:

- Outstanding,
- Very prompt,
- Very caring,
- Thinks things through,
- All in, and
- Keeps things moving.

Strengths: Finding solutions, working well with people, all in, investigates thoroughly before making decisions, very prompt and on time.

Weaknesses: He is concerned about decisions and how they impact others and he really cares about employees. When an employee is not performing, he really tries to work with them. Sometimes it worked but sometimes it did not.

Brandon Moonier – City Attorney, Thurman Law Firm, Crystal City, MO 314-566-1013

Mr. Moonier has known Mr. Eisenbeis since around 2008. Mr. Eisenbeis was on the City Council when Mr. Moonier was the City Attorney. In 2013 Mr. Eisenbeis became the City Administrator, and they have worked together in this capacity since.

Mr. Eisenbeis is exceptional. He is very knowledgeable, though he is not afraid to admit when he does not know something. In these instances, he brings the experts to the table to participate in the process. Mr. Moonier has worked with other communities, and Mr. Eisenbeis is the best manager he has worked with, by far.

The employees that Mr. Eisenbeis has hired have all been wonderful and have not given any concern. He hires people that he can depend on to do their job and then he lets them manage their areas of responsibility. His decisions are generally good. He is more innovative, but he does not

change for the sake of change. Rather, he introduces changes that will have a positive impact on the organization.

Mr. Eisenbeis landed a multi-billion-dollar project in a community that has a population of 5,000 residents. Projects this large do not end up in small towns. It is an incredible opportunity that will be transformative for the City.

Mr. Eisenbeis attends rotary club and community events. He is great with the public. When residents have requests or concerns, but the City cannot provide what they want, he gives them a realistic option without offending them, which is very difficult to do. He also handled personnel issues very well.

Mr. Eisenbeis is a leader who rallies employees around the organization's vision. He had a conference room installed to be able to bring everyone together. He really listens to others and is good at collaboration.

The City had a municipal court for decades and it was difficult to manage its operations. Mr. Eisenbeis had the idea of going to a circuit court and provided a very thorough analysis. He facilitated the process and restructured the organization rather than laying off the Court staff. They also entered an agreement with the County for jail and dispatch services and then repurposed those employees. These difficult transitions were handled very well.

Better than any other manager that Mr. Moonier has worked with, Mr. Eisenbeis is very smart with numbers, good with grants, and does well in securing federal dollars. His job is very stressful, but he hides the stress well. He recognizes when he needs help and he asks for it.

Some projects are controversial but nothing personally involving Mr. Eisenbeis has surfaced. Citizens may not hear what they want to hear but he handles these interactions professionally. Mr. Moonier has worked with Mr. Eisenbeis for around 20 years and would know of any skeletons in Mr. Eisenbeis' closet. Mr. Moonier recommends Mr. Eisenbeis without hesitation.

Mr. Moonier would hire Mr. Eisenbeis. It would be painful to lose him in Crystal City because they work very well together. He is the best at what he does. He is very reliable and part of the reason why Mr. Moonier has remained the City Attorney in Crystal City for so long. They have a great relationship.

Words or phrases used to describe Jason Eisenbeis:

- Intelligent,
- Responsible,
- Organized,
- Leader,
- Friend, and
- Caring.

Reference Notes
Jason Eisenbeis

Strengths: Very thorough, organized, timely, very intelligent, knows how to work with people and department heads, good communicator, persistent, does not let issues drop, good follow through, checks all the boxes.

Weaknesses: He is slow to anger but can reach a point where he is frustrated. He stays professional but can be unnecessarily stern at times. This is a very minimal occurrence and only happens when an issue reaches the boiling point.

Taylor Massa – Councilperson, City of Crystal City, MO (636) 232-7824

Ms. Massa has known Mr. Eisenbeis since 2018. Her work on City Council issues brings her into daily contact with him. He is always pleasant and appropriate.

Crystal City recently had a large company move into the city and Mr. Eisenbeis was an integral part of the acquisition. This project brought thousands of jobs to Crystal City. When the large manufacturing plant opened, Mr. Eisenbeis addressed the public, and he did an excellent job. He often speaks at City Council meetings and is always prepared and professional. He uses email, text, phone calls, meetings and one-on-one visits to communicate.

Mr. Eisenbeis is always on call, and he works whenever it is needed. He also keeps people, particularly City Council members, informed of happenings in the community and projects that are in development. He is very hard working.

When hiring, Mr. Eisenbeis always looks for the right person. He interviews those he believes have the requisite skills for the positions. He makes sure the final candidates have the criteria to do the best job before bringing them to City Council's attention.

Due to the research he conducts on problems and issues, Mr. Eisenbeis makes great decisions for the City. He has been a change agent in bringing new business into Crystal City. He is a leader who can take the organization's vision and rally the employees around it, but he can also manage the organizational processes like paperwork and weekly meetings.

Mr. Eisenbeis is often out in the community speaking with people. He attends Council meetings, Rotary, and Parks meetings to name a few. He often deals with public one-on-one and in meetings.

Crystal City's water plant is located on the Mississippi river. It was very old and was starting to fail. He gathered bids to replace it. Also, he assisted in moving the staff forward on upgrades to the plant. He is always looking for ways to do what is best for citizens. He has great customer service skills and an innovative way to solve problems. He can take the lead in addressing issues and resolving them. He also works in a timely manner to resolve the issues.

Reference Notes
Jason Eisenbeis

Blasting was a frequent occurrence in Ms. Massa's ward during a particular project, and the residents were not happy. Mr. Eisenbeis dealt with the citizens one-on-one and in City Council meetings. He arranged to have experts on the project attend a City Council meeting to give a presentation and explain why the blasting was necessary. This allayed citizens' concerns for the most part. He handles stress well and has been a great Administrator for Crystal City. Everyone that Ms. Massa knows has a positive opinion of Mr. Eisenbeis.

Words or phrases used to describe Jason Eisenbeis:

- Effective communicator,
- Hard working,
- Innovative,
- Personable,
- Strong leader, and
- Helpful.

Strengths: Communicates well, puts the needs of city first, always looking for new ways to find revenue.

Weaknesses: If he has an opinion, he lets the City Council know what he thinks but he always accepts their decision in the end.

Dave Picarella – Former Councilperson, City of Crystal City, MO (636) 543-5193

Mr. Picarella has known Mr. Eisenbeis since 2007. Previously they were both on the City Council together and they have worked together as Council Member and City Administrator. They have a great relationship and can speak their mind without either side taking offense.

Mr. Eisenbeis has done a great job. Finances are in great shape due to his efforts. He has managed several hires. The market is tough, but he still manages to always bring in candidates who are qualified.

In decision making, Mr. Eisenbeis has a rare gift of common sense. If they cannot afford the idea, they do not move forward unless they can find a grant or alternative way to fund it, even for road work and sewer maintenance. Through his innovation, he has found different ways to accomplish tasks and resolve problems.

Mr. Eisenbeis is often out in the community and attends many meetings as a representative for the City. He deals well with the public both individually and in a group setting. He is very customer service oriented.

Reference Notes
Jason Eisenbeis

Mr. Picarella was over the Water Department. When something occurred that affected this department, Mr. Eisenbeis called Mr. Picarella to let him know what was happening. Mr. Eisenbeis was a leader who takes the Council's vision and rallies employees and the public around it. An example is his working on a joint sewer project with a neighboring city. Once the project had started, they realized that they needed to adjust the shared sewer plan to address some issues. He reorganized bonding capacity to add another million dollars for needed repairs.

Mr. Eisenbeis is very customer service oriented. For example, mud was left on a road by an elderly woman's residence. Mr. Picarella informed Mr. Eisenbeis about the issue. He had the mud removed in a few hours.

Mr. Eisenbeis is a good public speaker and has had many opportunities to show these skills in Council meetings. He is also good at responding to stress. When there is pressure, he just keeps moving forward.

Mr. Picarella is not aware of anything in Mr. Eisenbeis's past that would cause an issue. Mr. Picarella does not know anyone who has a different opinion of Mr. Eisenbeis than the one expressed in this reference.

Mr. Eisenbeis is a great city manager. He researched ordinances when necessary and can find and apply for grants to help fund projects in the City.

Words or phrases used to describe Jason Eisenbeis:

- Competent,
- Likeable,
- Truthful,
- Pleasant,
- Relatable, and
- Good person.

Strengths: Always has a vision, committed to the community, common sense.

Weaknesses: He has a hard time saying no, but he is learning.

Rick Fischer – Councilperson, City of Crystal City, MO (636) 232-5830

Mr. Fischer has known Mr. Eisenbeis for 18 years. Mr. Eisenbeis is a hardworking and diligent City Administrator who keeps the City Council organized and apprised of issues. He has done a stellar job. There are many differing personalities, sometimes in conflict with each other, during committee meetings and he does an excellent job of remaining professional.

Reference Notes
Jason Eisenbeis

When hiring, Mr. Eisenbeis wants the best candidate for the job. In one hiring process, a prominent member of the community was strongly advocating for their family member for the position. However, another, and more qualified, candidate had also applied for the position. Mr. Eisenbeis hired the more qualified candidate.

In general, Mr. Eisenbeis is pragmatic and weighs both pros and cons of decisions to reach a solution that makes most sense to the problem or issue. He maintains a high-performance level for the City and will not change processes that are working.

Mr. Eisenbeis is continually out in the community. He is always at the meetings that Mr. Fischer attends. He is very friendly, but he always maintains his professional attitude. He is no orator, but he does a good job at public speaking. He does not seek opportunities to address the public, but when he does, he states the facts.

Before City Council meetings, Mr. Eisenbeis keeps members informed. He has an administrator's report at each meeting to talk about items of interest. He is a leader who mentors others. He does not feel like he has to be in charge of everything. He has his department heads and expects them to do their jobs while he supports and helps them as needed.

During the introduction of a large industry into Crystal City, Mr. Eisenbeis worked with the owner of a property that the corporation wanted. Meanwhile, this property owner wanted a city owned piece of property. He negotiated between all the parties and brought this large industry into their city. He walked a thin line to bring everyone on board. He knows how to move projects forward to benefit the City.

In difficult circumstances, Mr. Fischer never knows when Mr. Eisenbeis is stressed. Mr. Eisenbeis is customer service oriented and wants the best for the community. He also has an innate ability to solve problems in a timely manner.

Words or phrases used to describe Jason Eisenbeis:

- Diligent,
- Hardworking,
- Trustworthy,
- Respectful,
- Intelligent, and
- Able to form a consensus.

Strengths: Ability to remain impartial, respectful and understanding of all sides, always does his research, very prepared.

Weaknesses: None observed.

Reference Notes
Jason Eisenbeis

Shelly Andrews – City Clerk City of Crystal City, MO 636-209-2346

Ms. Andrews has known Mr. Eisenbeis since around 2006. She has been the City Clerk while he has been the City Manager since 2013. All the employees love working for Mr. Eisenbeis and would hate to see him go.

Mr. Eisenbeis sits down with everyone and will listen to them. He goes above and beyond what his job requires. He will help someone who is struggling. He shows great leadership within the organization, and he is also great at attracting the economic development that is wanted. He does a great job in every aspect of his role.

When hiring, Mr. Eisenbeis and the panel make the best decisions they can based on the resume, application and interview. He makes good decisions because he is always acting in the best interests of the City. He maintains the organization at a high level.

Mr. Eisenbeis attends community meetings and events. He works very well with the public. When the staff cannot satisfy the requests of customers their issues are escalated to Mr. Eisenbeis. He provides good customer service.

Mr. Eisenbeis worked with representatives of James Hardie to secure an agreement, and they are currently building a facility in Crystal City. The project is significant and he worked very hard to bring it to fruition.

Depending on the situation, Mr. Eisenbeis might use email, texts, or communicate in person but he always keeps everyone informed. He does not just sit behind a desk. He interacts with employees and is visible in the organization.

Mr. Eisenbeis works closely with the Finance Officer on the budget. He has good financial skills. He accomplishes tasks in a timely manner. He handles stress very well. The staff may notice at times that he seems stressed but he remains calm.

Nothing stands out in Mr. Eisenbeis' conduct or background that would impede his employment with another organization.

Ms. Andrews would hire Mr. Eisenbeis. He is a great leader. He helps employees, does great work for the City, and keeps everyone in line financially. He is a leader who is also a friend. He works in the best interests of the community.

Reference Notes
Jason Eisenbeis

Words or phrases used to describe Jason Eisenbeis:

- Good leader,
- Easy to talk to,
- Energetic,
- Outgoing,
- Willing to go above and beyond to help if he can, and
- Great supervisor who takes care of employees.

Strengths: Listens, goes above and beyond, helpful, great leadership.

Weaknesses: None identified.

Kenny Bradley – Councilmember, City of Crystal City, MO 314-401-2686

Mr. Bradley has known Mr. Eisenbeis since the early 2000s. Mr. Eisenbeis has been an excellent manager for them. Mr. Eisenbeis makes good decisions both when hiring staff and in general. He keeps operations going at a high-performance level.

Visible in the community, Mr. Eisenbeis attends all community meetings. He also serves on various boards within Jefferson County. He is very busy and very active in the community. He works extremely well with the public.

To keep everyone informed Mr. Eisenbeis sends frequent emails. He leads the entire team to provide services and address any issues. When people have contacted Mr. Bradley about concerns, like their water bill, he gives them the phone number for Mr. Eisenbeis. These residents have never called back to complain about the service they received. He is responsive and customer service oriented.

When it comes to meeting deadlines, Mr. Eisenbeis is always on time. He can show stress when circumstances are very difficult, but he remains very calm.

When employees have broken the rules, Mr. Eisenbeis has separated them from the organization even in the face of pressure from residents or other staff members to keep them on. He does not condone rule breaking and will not allow it in the organization. Mr. Bradley is not aware of anything in Mr. Eisenbeis' background that might concern an employer. While everyone has detractors, Mr. Bradley does not know anyone with a negative opinion of Mr. Eisenbeis.

Mr. Bradley would hire Mr. Eisenbeis and does not want to lose him in Crystal City. He is a great manager.

Reference Notes
Jason Eisenbeis

Words or phrases used to describe Jason Eisenbeis:

- Experienced,
- Finance,
- Organized,
- Good at coordination,
- Personable, and
- Works well with others.

Strengths: Budget, spreadsheets, coordinating everything in the City.

Weaknesses: He has friendships with employees which could potentially impact personnel decisions.

Krystal Dukeman – Administrative Assistant, City of Crystal City, MO 314-520-4465

Ms. Dukeman has known Mr. Eisenbeis since 2013. As the Administrative Assistant she handles the work that he assigns to her. He has been an amazing manager.

Mr. Eisenbeis makes good decisions both when hiring personnel and in general. He is innovative, a change agent, and he maintains the organization at a high level. He is very good at keeping everyone informed through weekly meetings and emails.

Mr. Eisenbeis is very visible in the community, and he works very well with the public. He is highly focused on providing good customer service.

As a leader, Mr. Eisenbeis keeps the staff moving forward. He is very driven. He is very good with the budget. He usually is ahead of schedule when it comes to deadlines, but he is always on time. He remains calm in difficult situations and keeps any stress he feels contained.

They have been working with Jefferson County to transfer their dispatch services, which is a significant change in the community. The process has gone very well and has been very positive. Mr. Eisenbeis also transferred jail services to the County.

Ms. Dukeman is not aware of anything controversial or concerning that involves Mr. Eisenbeis. The community is close knit, and she has not heard anything negative about him.

Losing Mr. Eisenbeis would be very rough on Crystal City. He is an amazing manager and an all-round great person. Whoever hires him will have a prize employee.

Reference Notes
Jason Eisenbeis

Words or phrases used to describe Jason Eisenbeis:

- Very goal driven,
- Supportive,
- Approachable,
- Visionary,
- Realistic, and
- Pragmatic.

Strengths: Good public speaker, does not jump to conclusions, likes to hear both sides, very smart, talented, all around great person.

Weaknesses: None identified.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

myMOinfo.com
June 1, 2026

U.S. 67 and U.S. 61 intersection traffic concerns

(Crystal City) Another area of the Twin Cities that has seen an increase in traffic build-up is the intersection of U.S. 67 and U.S. 61 near Mercy Hospital Jefferson. That area of town along U.S. 61 also has the Airport Road bypass route to travel onto VFW Drive, which is currently closed for street renovations. Crystal City City Administrator **Jason Eisenbeis** says it becomes very congested in that area at different times.

The traffic concerns have been shared with the Missouri Department of Transportation, so they are aware of the issues. As of now, there are no plans to improve that intersection, but that could change when the I-55 improvement project is completed and when things move forward with the James Hardie manufacturing plant project.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
April 24, 2026

Crystal City Fire Department hires first full-time firefighter
By Goldie Lowe

Crystal City Fire Department is no longer all-volunteer. Crystal City Administrator **Jason Eisenbeis** said the City Council approved hiring its first full-time firefighter as part of this year's budget. Corey Nengel was chosen to fill the newly created position.

Nengel, 26, of Crystal City, has firefighting in his blood. He is a fourth-generation firefighter, following in the bootsteps of his father, grandfather and great-grandfather. He started volunteering with the Crystal City Fire Department as a junior firefighter when he was just 16. But even before then, Nengel was no stranger to the firehouse. Before becoming a junior firefighter, he volunteered to act as a victim at training scenarios when his father, who now works at the Herculaneum Fire Department, was working at the Antonia Fire Protection District. "That kind of got me into it, and then I would assist them with their other trainings. It took off from there," Nengel said.

Nengel graduated from Seckman Senior High School in 2018 and shortly after earned state certifications for Firefighter 1 and 2 and Hazmat Operations and Awareness. He is also a licensed EMT. Nengel started his first full-time firefighting position in February 2019 with the City of De Soto Fire Department. In December 2023, he left De Soto to join the Herculaneum Fire Department. Nengel said he's excited to now be coming back home to Crystal City. "I feel like it's a reward. It's definitely a great move for the city. We're moving forward."

Eisenbeis said Nengel started on April 6 and his schedule will be from 7 a.m. to 3:30 p.m. on Monday through Friday. He said Nengel will be paid $48,500 annually plus $3,500 per year for on-call work.

Eisenbeis said the rest of the Crystal City Fire Department is made up of volunteers who are paid $21 per call. He said the fire chief, assistant chief and three captains all receive small monthly stipends. **Eisenbeis** said the city may eventually hire more full-time firefighters. "It would make sense to add additional firefighters as the community grows and James Hardie opens. Ultimately, that will be up to the mayor and City Council, but one firefighter is all we can afford right now."

Nengel said he's most excited to interact with the public, especially for events such as Shop With a Cop and Fire Prevention Week. "I like being out in the public and helping other people in their time of need," he said.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
September 15, 2025

Crystal City to add cameras, public wi-fi to parks
Author: Goldie Lowe

Crystal City parkgoers will soon be able to enjoy free wi-fi. The Crystal City Council voted unanimously Aug. 25 to approve an ordinance that will bring cameras and public wi-fi to city parks. The city entered into a contract with Forward Slash Technology for $109,204.67 for high-resolution video surveillance cameras and free public wi-fi at the Municipal Park and Pool, the Summit Building, Darrell "Hickey" White Park and Charles A. Brown Memorial Park. It will also provide video surveillance for the city dump in Crystal City. The majority of the cost is for the fiber extension from the Crystal City Street Department to the end of Lincoln Street near Charlie Brown Memorial Park.

Extending the fiber will include boring and then placing approximately 1,750 feet of fiber. Once the fiber has been placed, a utility pole with dedicated power will be installed and video surveillance cameras will be attached to the pole. Costs for the video surveillance project include third-party boring at $65,323.44; video and wi-fi equipment and installation at Hickey White Park at $11,685.18; the city dump project at $7,769.59; the Charles A. Brown Memorial Park work at $5,454.97; and work at the Municipal Park, Pool and Summit Building at $18,971.49.

Crystal City Administrator **Jason Eisenbeis** said the funding for the project will come from the stormwater and parks fund. The city was able to fund the project from its existing budget by eliminating unnecessary stormwater engineering work and pushing back existing plans for a dog park and mural the city could not start this year. "It's just a combination of projects that we know we won't complete this year, and we're just going to pivot and use that money on something that's ready to go," **Eisenbeis** said. He said the city still plans to move forward with the dog park and mural, maybe even as early as next year. "We're still exploring areas around the city to have the dog park and mural. It's not likely going to happen this year because we're heading into the winter season."

Eisenbeis said work should begin on the camera and wi-fi project soon, and the city hopes to have it finished in 30 to 45 days to avoid inclement weather in the fall. "It really depends on the boring company. Once they get done, it's just putting hardware on poles," **Eisenbeis** said. He said the city had not initially been planning to install cameras and wi-fi this year. "We budgeted about $100,000 for the park board in capital improvements this year, and they spent about $65,000 on remodeling the pool bathrooms. When they were done with remodeling the pool bathrooms, they had about $35,000 left, and they voted to add the cameras at the pool, the Summit Building and the park maintenance building. That led to, 'Hey, why don't we get free wi-fi in the park?'"

Eisenbeis said city officials then decided that if they were going to have cameras and wi-fi at the municipal park and pool, that it would be a good idea to offer it at all city parks, including Charlie Brown Park and the recently opened Hickey White Park. **Eisenbeis** said issues at the

city's yard waste dump made adding a camera to the site a priority as well. He said the city received feedback from a Missouri Department of Natural Resources Solid Waste inspector that because the site isn't staffed to control who comes in and out of the site or what materials are dropped off there, that the site needed to be closed to everyone but city staff. The city can still pick up yard waste for composting purposes and take it to the yard waste site, but residents are no longer allowed to take waste to the site themselves.

Eisenbeis said the yard waste dump has typically run on an honor system, and only residents are supposed to drop off their yard waste there, but city officials have learned that some non-residents and businesses have abused that system, even damaging the gate to the dump attempting to get in when it was closed. However, the city hopes if video surveillance cameras are installed that the yard waste site eventually may be opened to the public again. The cameras could also be used to help catch anyone who intentionally damages the gate to gain entrance during closed hours. "I think we'll be able to get to the bottom of things a lot quicker having these resources," **Eisenbeis** said. He said he's proud that Crystal City will be one of the first municipalities in the area to offer free wi-fi to its residents. "It shows that we're growing. It shows that people are using our parks," he said. "That's what we want them to do. Parks are a vital part of our community."

Eisenbeis said not only can the wi-fi be a benefit to those using their devices for pleasure, but also could be used by students and people working remotely outside. It also could be used during different community events, such as holiday celebrations in the parks or events with vendors. But most importantly is resident safety, **Eisenbeis** said. "The biggest hope is to ensure that our parks are safe for our residents to use. That's not saying we have a whole lot of crime there now, but we hope people feel comfortable and safe coming to our parks knowing that there are cameras," **Eisenbeis** said. "I think it's definitely a good use of taxpayer money to ensure that people who visit our parks feel safe."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
August 1, 2025

Quad Cities Senior Center to move, hold open house
Author: Goldie Lowe

The Quad Cities Senior Center will soon open in a new location. Aging Ahead is moving the senior center from its location at the Masonic Lodge at 221 Bailey Road in Crystal City to the Summit Building at the Crystal City Municipal Park at 1511 Park Drive. Crystal City owns and operates the park and the Summit Building.

Crystal City Administrator **Jason Eisenbeis** said the senior center's last day of operation at the Bailey Road location was July 24. It will reopen at its new location at the Summit on Monday, Aug. 4. It will have the same hours, which are 9 a.m. to 1 p.m., Monday through Friday. **Eisenbeis** said an open house is scheduled from 10:30 a.m. to 1 p.m. on Monday, Aug. 11, at the Summit. The event is open to the public. The open house will include a free lunch and free Kona Ice. Many of the mayors, fire chiefs and police chiefs from Crystal City, Festus, Pevely and Herculaneum are expected to attend.

M.J. Grothe, chief operating officer for Aging Ahead, said that while the location is changing, seniors can expect many things to remain the same. The staff will be the same, existing programming and activities will continue and the phone number will still be 636-937-8333. Grothe said Aging Ahead will still offer seniors meals at the Summit as well. "There is no cost for this service to individuals 60 years of age and older. Our agency is funded through the Older Americans Act. These funds cover a portion of the meal cost. We can offset the cost of meals through generous donations from the community," Grothe said.

The center suggests those 60 and older provide a $5 donation per meal. Those younger than 60 must pay $10 per meal. To receive a meal, seniors must make a reservation by 1 p.m. the Wednesday before the week the meals are needed. **Eisenbeis** said cost increases were the reason behind the location change. The Masonic Lodge requested an increase in rent for the first time in about 20 years, and after studying the lease agreement, it was determined the Quad Cities Senior Center could no longer afford to rent the location. "The donations that have been the backbone of the Quad City Community Development Corporation since its inception have virtually dried up, and the cities of Crystal City, Festus, Pevely and Herculaneum now make up the bulk of the donations. Aging Ahead pays the monthly rent. Each city pays annual dues of $0.50 per capita, which covers utilities, insurance, accounting, auditing and all building maintenance issues," **Eisenbeis** said.

In fiscal year 2024, the Quad City Community Development Corporation (QCCDC) brought in approximately $22,000 in revenue and had $20,375 in expenses, he said. "The QCCDC spent $5,000 on HVAC repairs to the Masonic building alone last year. That isn't sustainable," **Eisenbeis** said. He said QCCDC, in partnership with Aging Ahead, has a lease agreement with Crystal City and the Crystal City Park Board for the use of the Summit building. In the agreement, Aging Ahead will pay $700 per month in rent, and the QCCDC will pay $800 a

month in utilities. “This agreement will ensure that the QCCDC is sustainable for years to come,” **Eisenbeis** said. He said the new location is ideal for seniors because of its proximity to the park, which has a paved walking path seniors may use before or after visiting the senior center. **Eisenbeis** said with the Summit rarely being rented out by the public during weekdays, the partnership with the senior center made sense. He said the Summit will still be available to rent in the evenings and weekends. To rent the space, contact the City of Crystal City at 636-208-3763.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
June 30, 2025

Hickey White Park one step closer to opening
Author: Goldie Lowe

Crystal City leaders recently rolled up their sleeves to bring the Darrell "Hickey" White Park rebuild one step closer to completion. Mayor Mike Osher, City Administrator **Jason Eisenbeis**, Public Works director Dan Turner, street foreman Curtis Binsbacher and Crystal City High School Principal Eric Pouvaranukoah recently took time out of their busy schedules to build the park restrooms. **Eisenbeis** said the city decided to tackle the project themselves instead of hiring a company to complete it in order to save the city money. "Everything we do here is on a shoestring budget," he said.

Eisenbeis said Turner took charge of the project, found building plans and purchased about $4,800 worth of materials. Turner said completing the project themselves saved the city at least $10,000. He said the project is slowly moving forward, adding that the volunteers spent at least 20 hours working on the restrooms and likely need at least three to four more days of labor to finish the restrooms and put up the park's new pavilion. "We probably have another 20 to 30 hours left cleaning everything up and getting it operational," Turner added.

The new park already includes two collegiate-sized, asphalt basketball courts, concrete sidewalks, a new asphalt parking lot and lighting. All the volunteers have experience in the construction field, **Eisenbeis** said, adding that it is not the first time city workers completed construction projects, and it likely will not be the last. "We're a small city, and when we pull together to get things done as a team, we can build anything here," he said. "We have a lot of talented employees here, and why not take advantage of that and use their skill set to our advantage?"

Eisenbeis said Friedmeyer Construction and Friedmeyer Electric Inc. also have donated time on the park project. "A lot of volunteers made it all come together," **Eisenbeis** said. "It started out as a fun project. Now we're taking a lot of pride in it and giving back to the community. It's just a bathroom, but now it's a source of pride for all of us. "At the end of the day, it comes back to the community. It's about our town, and we're all a part of that," **Eisenbeis** said. "Mike (Osher) says it all the time – there's something special about Crystal. I think about it all the time. When you get over here, it's just a feeling that's different. A lot of people go above and beyond here to make things work." Turner agreed. "For a lot of us, it's our home. We live here, we were born and raised and went to school here," he said. "If we can have a direct and positive impact on the community, we're going to do it."

The new Darrell "Hickey" White Park replaces the original park on Crystal Avenue that closed in 2014 after it had fallen into disrepair. The park board decided to stop maintaining it because its restroom building was not compliant with federal Americans with Disabilities Act standards and because the property often flooded. The new restrooms comply with ADA standards. The park was named after a Crystal City High School basketball player, Darrell "Hickey" White, who

died in 1977 of a blood disorder at age 18, shortly before graduation. The new park is being built on 2.22 acres along Little League Drive south of the Twin City Little League ballfields in Ward 1. The Twin City Levee Commission owns the property, which is on the south side of town, and has given the city permission to use it for the park.

City officials plan to mark completion of the park with a rededication ceremony scheduled for 5:30-7 p.m. Tuesday, Aug. 5. The event will include free food, free Kona Ice, giveaways, prizes, raffles, games and more, as well as a small ceremony with the White family. The ceremony will be held in conjunction with National Night Out, an annual community-building campaign that promotes police-community partnerships and helps people get to know their neighbors to make neighborhoods safer, more caring places to live. The event is free and open to the public.

In previous years, National Night Out took place at Charlie Brown Park, but Osher said he believes the event is a great opportunity to introduce the community to the city's newest park and get feedback about what other amenities residents would like to see added to the park in the future. "It's come together nicely. It's been a long time coming. We want to showcase this park and get the community out and make them aware of this park. Unfortunately, it's going to take years to build this park out," he said.

"We have different ideas for playgrounds, exercise equipment, walking loops and things of that nature. We're really proud of the small progress we've made. It's kind of a blank slate. We want the community to come out and utilize it. We're open to ideas. The park is for the people, so we don't want to stick something in there that's not going to be used. If the people want something, we'll work towards that goal." Turner said the 2025 Twin City Days three-on-three basketball tournament to be held in September will take place at the new basketball courts at the park.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
June 16, 2025

Crystal City expects to end this budget year with surplus
Author: Goldie Lowe

The Crystal City Council recently approved its 2025-2026 fiscal year budget, which projects the city bringing in more than it spends. According to the budget, which started April 1, 2025, and runs through March 31, 2026, the city is projected to spend $10,727,000 and bring in $11,010,000, a surplus of $283,000. The city started this fiscal year with about $3.1 million in reserves, and the new budget projects the city ending with about $3.3 million in reserve funds, more than 50 percent of its general fund budget, which is about $6 million this year, said Crystal City Administrator **Jason Eisenbeis**. He said the city tries to maintain at least 25 percent of its annual general fund budget in reserves. **Eisenbeis** said he anticipates general fund revenue to increase by about 4.2 percent from last year, or about $248,000, due to increased sales tax revenue. The city's use tax, which voters approved in April 2022 election and allows the city to collect is sales tax on online purchases, brought in $356,456.24 in the 2024-25 fiscal year alone.

Efficiency
Making operational changes to increase efficiency was the goal for the city this year, **Eisenbeis** said. "We want to run more efficiently and ensure that we're spending taxpayer dollars wisely and doing tangible things that the residents can see we're doing to improve the community," he said. **Eisenbeis** said because of smart budgeting to mitigate costs, the city has been able to keep its expenses close to the $10 million mark for the past few years, despite providing employee raises and paying higher health insurance costs. "When figuring the budget for both revenue and expenditures, we typically look at a three-year average to begin our process. We also consider projects we have planned for the year. A few years ago, we knew we had a lot of things related to (the James Hardie manufacturing plant coming to Crystal City) that would need to go through P and Z, advertisements in the paper, public hearings, and so on," he said. "It's just moving numbers and looking at your historical trends for revenues and expenditures. It's a balancing act every year."

Eisenbeis said he hopes the approach continues to foster trust in the city. "You have to ensure that the taxpayers trust you with their money. You have to make sure you spend it wisely and efficiently, and that's what we're trying to do – be leaner and more efficient," he said. **Eisenbeis** said several large changes are in the works for Crystal City this year. The Municipal Court will close in October, and the cases will instead be handled by the 23rd Circuit Court of Jefferson County in Hillsboro. Dispatch services for the police department were moved to Jefferson County 911 Dispatch at the end of April. The city also is reducing the use of its jail and hiring two additional police officers. These changes come after Festus and Crystal City sold their sewer systems to the Jefferson County Public Sewer District for a combined $5 million in February 2024. The sale included the wastewater treatment plant on County Road in Crystal City that Festus and Crystal City shared, as well as other sewer infrastructure the two cities previously owned and operated. Crystal City received its initial $500,000 at the time of closing and will receive an additional $150,000 per year for 10 years.

Staffing costs
Eisenbeis said the new budget includes increased costs in several areas, including employee pay, health insurance for employees and general liability insurance for the city. During this budget year, all the city's approximately 100 employees will receive raises, with department heads receiving a $1.50-an-hour raise and other employees receiving a $1-per-hour raise. He said the raises will cost the city about $210,000 more than last year. The budget projects the city spending about $3,620,723 on pay for all its employees and another $1 million for employee health insurance and $515,000 for retirement benefits.

Eisenbeis said the cost of the raises is worth the money. "You have to adequately compensate those people to keep good employees because turnover is very costly," he said. "It's time consuming." **Eisenbeis** said the city has tried to mitigate rising salary costs in other ways. "We've trimmed down some of our departments over the years as people have retired. We've replaced some people with part-time people and not replaced some people, trying to streamline operations and work more efficiently," he said. "And we'll continue to look at that every year." **Eisenbeis** said the city will be able to offset the cost of hiring two new police officers because three 911 dispatchers are no longer needed now that the city's dispatch services have been transferred to Jefferson County 911.

Improvements
Eisenbeis said altogether the city plans to spend $1,065,000 on street and sidewalk repairs this year. Of that, $350,000 will come from revenue from part of the city's share of a countywide 1/2-cent sales tax for roads and bridges, and the other $715,000 will come from various grants awarded to the city. One of the biggest projects will be sidewalk improvements in the 700 block of Jefferson and on Seventh and Sixth streets, which altogether will cost $616,441.60. The city will cover $462,331.20 of the cost with funds from a Safe Route to Schools Grant provided by the Missouri Department of Transportation using federal Transportation Alternative Program funds administered by the East-West Gateway Council of Governments. Then, the city will cover the remaining $154,110.40.

In addition to the sidewalk improvements, the budget includes asphalt road repair on Bailey Road, Church Place, England Ave, and the Fifth Street alley, Seventh Street alley and 10th Street alley; concrete road panel replacement on Parkview Drive, Briarwood and in the Riverview Bend Estates and Williamsburg subdivisions; and asphalt overlay on Kenner Street and Treebrook Drive. In addition, concrete panels for Briarwood will be placed on a replacement schedule, according to budget documents. "This is the largest street budget we've ever done project-wise," **Eisenbeis** said.

Eisenbeis said the city has also budgeted $100,000 for park improvements, including remodeling the municipal pool bathrooms to make them ADA accessible and building a pavilion, bathrooms and a monument at the newly rebuilt Hickey White Park. He said the city is hoping to have an opening ceremony for the park later in the summer. **Eisenbeis** said the future for Crystal City looks bright, and he anticipates positive changes in the area in the coming years. "People are coming out of St. Louis to get down here in the rural areas because it's so crowded," he said. "They want street festivals. They want to get out and dine on the streets. So I think you're going

to see these cities change over the next three to five years where they're more walkable and more bikeable. People want to take their dog and go sit and have a coffee on the sidewalk outside of a little cafe or bar."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason Eisenbeis** is listed below.]

Missouri Municipal League
May 7, 2025

Statewide and Member News

MCMA Officers
The Missouri City/County Managers Association (MCMA) elected new officers at their recent Spring Conference in May. New officers are: President, Zach Walker, city manager, Independence; First Vice President, Pam Hylton, assistant city manager, Richmond Heights; Second Vice President, Maurice Jones, Deputy City Manager, Springfield; Immediate Past President, Jessica Hoffman, assistant city administrator, Wentzville.

Board members include **Jason Eisenbeis,** city administrator, Crystal City; Damon Hodges, city administrator, Raytown; and Kim Nakahodo, deputy city administrator, North Kansas City.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
May 27, 2025

Jefferson County 911 takes over Crystal City police dispatching
Author: Goldie Lowe

When Crystal City residents call police for help with emergencies, Jefferson County 911 Dispatch now answers their phone calls. Previously, Crystal City Police dispatchers took those calls, but that changed on April 28 when the Crystal City Council voted 6-0 to transfer the police dispatching to the Jefferson County 911 Dispatch agency. Ward 2 Councilman Rick Fischer and Ward 3 Councilwoman Taylor Massa both were absent from the meeting.

Crystal City residents have been helping to fund Jefferson County 911 Dispatch with their tax dollars for many years without fully using the services it offers, City Administrator **Jason Eisenbeis** said. In 1990, Crystal City residents voted to join Jefferson County 911, but the city was not able to use all its services, particularly its police dispatching services, because the city sometimes had prisoners on site in its jail and the 911 agency did not want dispatchers to feel they were responsible for overseeing the prisoners, city officials said.

In 2009, voters approved a half-cent sales tax to help fund Jefferson County 911, and it has been collected ever since, **Eisenbeis** added. While Crystal City had not been able to take advantage of all of Jefferson County 911's dispatching services until this year, he said, the agency has upgraded some of the city's emergency equipment, such as radios, car computers and some infrastructure. "There has been value in Jefferson County 911 from the aspect of equipment and infrastructure, but as far as them dispatching for us, no, there hadn't been."

Eisenbeis said 911 started dispatching for the Crystal City Fire Department approximately five years ago, and the city wanted to come to an agreement for the agency to also take over police dispatching as well. The Crystal City Council discussed the topic again during this year's budget discussions and worked out an agreement earlier this year for the agency to dispatch from its main headquarters in House Springs, instead of from the Crystal City facilities. That change allowed the city to continue housing prisoners, if needed. "The city will still house prisoners as necessary. However, we're currently reviewing our mode of operations and trying to determine if there is a better way to deal with people who must be detained for extended periods of time," **Eisenbeis** said. He said the city's Municipal Court will close later this year, so it may make sense to house people awaiting trial elsewhere.

Lots of changes
"We made a lot of operational changes this year in a short amount of time. We're moving our Municipal Court to the 23rd Circuit Court of Jefferson County in Hillsboro, and we transferred our dispatch to Jefferson County 911, so we're still feeling our way through things as we progress," he said. "We're exploring all our options to ensure we're operating within the law and in the most efficient manner possible." **Eisenbeis** said the transition in police dispatching has been smooth, and he does not believe residents notice any difference in service or response times. "Jefferson County 911 is very professional. They run a very smooth operation," he said.

"They're better equipped to do it than we are. Our people do a good job, but for Jefferson County 911, this is what they do."

Eisenbeis said the city used to have six dispatchers on staff but over the past 10 years, it had 22 dispatchers working for the city who had come and gone. "It just was not sustainable. We reached a critical point this year where we had someone leaving and we knew we really needed to figure it out and do something different," he said. Now that Jefferson County 911 is handling all the city's dispatching, Crystal City has retained three of the longtime dispatchers and transitioned them into communications technicians, and they work in shifts around the clock from Monday through Friday answering the non-emergency line, helping residents who come in during the day, running reports, entering and removing warrants, monitoring city prisoners and performing other duties as needed, **Eisenbeis** said.

The funds that had been used to pay the other three dispatchers will now be used to hire two new police officers and to increase compensation to retain existing officers, he said. "We can pull that money into the Police Department and increase their pay to a more appropriate level so they won't leave," he said. **Eisenbeis** said retaining officers is a benefit to the city because hiring new officers is expensive due to training, testing and outfitting them with badges, uniforms, guns and properly fitting vests. "It gets very expensive when we lose police officers. The changes we've made to the Police Department over the last couple of years have really stopped people from leaving," he said.

Eisenbeis said hiring the two additional police officers has long been needed, adding that the size of the police force has been the same for many years despite growth in the area. "Mercy Hospital Jefferson is (one of) the largest employers in Jefferson County. Festus has doubled in size in the last eight to 10 years or so. The Twin City Walmart is the second busiest Walmart in the state of Missouri," he said. "We have (the James Hardie manufacturing plant) coming, which is going to bring in 300 to 500 employees on a daily basis, and prior to that all the construction workers. "So while the town itself isn't growing, the people are coming here. There's more people, there's more traffic, there's more incidents. There are more things that happen than most people are aware of. Just because we're a small town outside of St. Louis doesn't mean crime doesn't happen here."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
April 15, 2025

Crystal City to eliminate Municipal Court
Author: Goldie Lowe

Beginning in October, Crystal City will no longer operate its Municipal Court at City Hall. The Crystal City Council voted unanimously on March 24 to eliminate the court and have associate circuit judges with the 23rd Circuit Court of Jefferson County hear cases involving violations of Crystal City's municipal ordinances. The Circuit Court is held in Hillsboro. The change will take effect Oct. 1, 2025. The Municipal Court primarily handles cases about ordinance violations, including traffic violations and zoning and building code violations.

Crystal City Administrator **Jason Eisenbeis** said by having an associate circuit judge in Hillsboro hear those cases, the city will be able to eliminate the Crystal City Municipal Court and save money. **Eisenbeis** said the cost of maintaining the Municipal Court is almost $100,000 a year. Some of those costs include the pay for Municipal Court Administrator Rene Perry, for the Prosecuting Attorney Natalie D. Pigg and for Municipal Court Judge Forrest K. Wegge. The city budgeted $58,280 for the 2024-2025 fiscal year for the Court Administrator position, which included Perry's salary, vacation, pension and Social Security. The city also budgeted $33,000 for costs associated with the payment for legal services, judge salary and meeting and travel expenses.

Wegge has served as Crystal City Municipal Court judge for the past six years. It is an unelected position. Wegge was appointed to the position by then-mayor Tom Schilly. Perry has served as the Court Administrator for 16 years. The Crystal City Municipal Court is held the second and fourth Wednesday of each month in the City Council Chambers in Crystal City Hall, beginning at 6 p.m. When cases go to the Circuit Court, they will be held during the day, instead of the evening.

Eisenbeis said the main driver for the closure of the municipal court was the passage of Missouri Senate Bill 5 in 2015, adding that the bill has made it more expensive to keep the Municipal Court open. The ruling required courts to use the new Show-Me Courts software, and changing software meant clerks had to get new training. "Rather than the city of Crystal City having to keep up with the updates for the court software, the computer programs and the requirements for the Supreme Court – the management of the court – we won't have any of those expenses or responsibilities anymore. Instead, everything gets filed directly to the Circuit Court and is handled by an associate circuit judge."

Not only are there new requirements for software, but the city is required to have a dedicated clerk at City Hall for 30 hours per week to take payments for tickets and other municipal violations. **Eisenbeis** said the ruling also prevents other city clerks from helping the court clerk, so when the court clerk goes on vacation or is out sick, the city is out of compliance with the bill. "We have four other office clerks who are not allowed to assist the court clerk with her normal operations," he said. "If the court clerk's on vacation or out sick, the other clerks can't go back

there and assist people who come to make payments, take phone calls, etc. The court has to be separate from all other operations of the city. When people come in and can't pay, they leave frustrated. Hiring additional staff isn't feasible. The city doesn't use the court as a revenue generator. It's certainly not enough revenue to hire another person for the court office."

Eisenbeis said he believes Senate Bill 5 was put in place with the intention of eventually pushing small Municipal Courts to close. "I think our judge and court clerk have done a fine job for as long as they have. This is exactly the mode of operation that Senate Bill 5 was intended to put in place, and we're seeing it happen now for us," **Eisenbeis** said. "Ten years later, you're seeing what was always the true intention of Senate Bill 5, at least in my opinion, and now our court is a casualty of that legislation."

Eisenbeis said once a municipality elects to have its cases heard by an associate circuit judge, the Circuit Court does not have the option to decline and must take those cases. While Senate Bill 5 requires the Circuit Court to take those cases, it does not provide any additional funding or staff to do so. "The unfortunate part is the 23rd Circuit Court has to take them without a say. But they are not given any more people or funding to take on these cases; at least that is my understanding," **Eisenbeis** said. "I think there's only two or three municipal courts left in Jefferson County that haven't gone to the Circuit Court, but they don't get any more help."

Eisenbeis said Missouri law requires a six-month transition period for the city to transfer the court to the Circuit Court. "It'll take every bit of that to wind down old files and warrants while they currently still run business and have court." **Eisenbeis** said that until the Municipal Court closes in October, the city will focus on transferring current court records to Hillsboro and disposing of old records.

Eisenbeis said Perry will stay on as court clerk until the Municipal Court closes later this year. He said he has not heard of any pushback about the closing of the court from either City Council members, city employees or police officers. "The police are on board. We've reached out to other communities that have done this all across the state as part of this process of looking into what this looks like and what it takes to transfer," he said. "We've done a lot of due diligence to see if this is beneficial for the community and we believe it is." The city of Herculaneum eliminated its Municipal Court at the start of the year.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Jefferson County Leader
March 6, 2025

Experience counts
Twin City administrators honored for 25 years of service
By Goldie Lowe

Twin City residents may rest easy in the knowledge that they are in experienced hands. Each of the administrators from the two cities - **Jason Eisenbeis** of Crystal City and Greg Camp of Festus - recently were presented with a 25-year Local Government Service Award from the International City/County Management Association (ICMA).

Eisenbeis was recognized for receiving the award at the Feb 24 Crystal City Council meeting, and Camp was recognized at the Jan. 27 Festus City Council meeting. Crystal City Mike Osher said Crystal City is in a great position right now, partly due to having one of the longest tenured city administrators in the area. "**Jason**'s experience and depth of knowledge has helped Crystal City flourish in recent years," Osher said. "He has the best interest of his community at heart. It has been a pleasure to work alongside **Jason** and bring Crystal City to the forefront of Jefferson County." Festus Mayor Sam Richards said he is proud to have Camp working for his city. "Greg is a professional and has been doing it for a long time. I think he is the best city administrator Festus has ever had," Richards said. "I am so pleased with the work he does."

Eisenbeis said city administrators are responsible for managing the day-to-day operations of the city, but the job includes a wide variety of responsibilities, from dealing with health insurance; addressing employee issues; overseeing million-dollar contracts; talking to angry citizens; leading department heads and communicating with elected officials. "There is no typical day. That's what keeps it interesting," **Eisenbeis** said. He and Camp agreed that one of the most important aspects of their job is to make sure their mayors and city councils have the most detailed information available to be able to make the best decisions for their residents. City administrators answer their questions and offer opinions, but ultimately, the decisions are left to the elected officials. The administrators then carry out those decisions. "They are the voice of our residents, and they get to decide," Camp said.

Credentialed managers
Both **Eisenbeis** and Camp are credentialed managers through the ICMA, a qualification not many city leaders have. Camp became fully credentialed in 2016, and **Eisenbeis** in 2019. Becoming credentialed is not the same for every applicant but typically is a seven-to-nine-year-long process, with the length of time depending on a combination of experience and educational background. It requires 40 hours of yearly continuing education to stay credentialed. The program requires commitment to ethical standards of professional management. In Jefferson County, only Festus and Crystal City are led by credentialed managers, **Eisenbeis** said. "The U.S. Census Bureau estimates that Missouri has approximately 1,226 cities, towns and villages. There are only 33 credentialed managers in the state," he said.

Camp and **Eisenbeis** both said commitment to the profession is why they wanted to become credentialed managers. "It's an annual commitment every year for the rest of my career. It helps you stay on top of trends. It illuminates you to what is new and on the horizon," Camp said. "It requires a time commitment, but at the end of the day it makes you better at your job." "I want to be the best that I can be in this profession," **Eisenbeis** agreed. "ICMA is an outstanding resource for city managers. They continually provide tools and resources for the betterment of the profession. Being a credentialed manager certainly raises your standards of integrity and commitment to lifelong learning and professional development." Camp said his continuing education helps him with the ever-changing regulations in government and the ever-evolving technology he must use. "If there's a newer, better, faster way for us to deliver services to our residents, we should know about it," he said. "And if there's a new regulation that determines how we do that, then we need to know about it."

Nontraditional starts

Eisenbeis said the traditional route into city administration is to earn a bachelor's or master's degree in a subject like public administration and then start working in a lower-level position, such as a city clerk, assistant city manager or public works director. Then, eventually they work their way up as they learn on the job. But neither **Eisenbeis** nor Camp used took that route.

Eisenbeis, 50, started his career in 1994 at the Chrysler plant in the Fenton area and stayed until its closure in 2008, when he was given the option to transfer to a plant in another state or take a cash buyout. **Eisenbeis** opted for the buyout and enrolled in college. He already had completed an associate degree in criminal justice from Jefferson College in 1996, while working at the plant, and earned his bachelor's degree in human resource management in 2010. Then, he completed a master's degree in business administration with an emphasis in public administration in 2012, with both from Concordia University. **Eisenbeis** was hired in October 2011as the city administrator in Pevely before taking the Crystal City position in January 2013, where he has been for the past 12 years. But **Eisenbeis** was involved in local government long before becoming a city administrator. He got his first taste by volunteering to help with Bill Bradley's presidential campaign stop in Crystal City in 1999, driving Bradley and several national media figures around various locations. "I particularly remember driving around Ed Bradley, the very well-known broadcast journalist with 60 Minutes and CBS News. I was awestruck and inspired by the whole experience. It quite literally changed the trajectory of my life." The following year, in 2000, he was encouraged to run for Crystal City Council and won at just 26 years old. He served on that council for the better part of 13 years.

Camp, 58, first worked in radio broadcasting for about 20 years and was the program director for a radio station in Park Hills. Camp said he often interviewed community leaders, mayors and city administrators as part of a regular news segment, and after one news segment in 1997 with the then-city administrator of Desloge, Camp told the administrator he was willing to help out, if needed. “That was a mistake. Never tell a city administrator you want to be more involved because they're going to write that down," Camp joked. Camp said the administrator called him about a month later and asked if he would fill a vacant seat on the Desloge Board of Aldermen. He agreed and served the rest of that unexpired term and then won re-election. Soon after, the Desloge mayor had a heart attack and died. Camp said several of his fellow aldermen asked him

to take the mayoral position, and he ended up serving as the Desloge mayor for five years. "After five years, I had three kids. I needed to spend some more time with my family, and so I got out of it," Camp said. But just two years later, local government found its way back into Camp's life when the city administrator position opened up in Desloge, and the mayor at the time asked Camp to apply. Camp said he initially had reservations but ended up applying and getting the job. While he worked as the Desloge city administrator, Camp earned a bachelor's degree in public administration in 2012 online through Upper Iowa University in Fayette, Iowa. He was the city administrator for Desloge from 2007 until 2017, and then took the position in Festus. Camp said his years in local government as a board of aldermen member and as a mayor helps him understand what types of questions City Council members and the mayor will have and why they will have them. "I've been in their seat. I know what it's like to be the decision maker."

Eisenbeis said public service is a calling. "Local government requires competent, qualified people to best serve our residents. Public service often requires personal sacrifices and long hours. It involves a deep sense of duty, purpose and commitment to helping others, all while navigating complex bureaucracies. "I think Greg and I would agree that cities can no longer just hire anyone off the street to be able to efficiently and effectively manage a city. You have to be motivated by a desire to make a meaningful impact on your community and improve the lives of others. Hiring someone who lacks that desire, commit- ment and experience will be detrimental for a community."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
February 28, 2025

Crystal City, Police Department, others sued for $15 million over woman's death
By Kevin Carbery

The family of a Jefferson County woman who died after she was found unresponsive in the Crystal City Jail is suing the city, as well as Crystal City Police officers and Joachim-Plattin Ambulance District emergency medical technicians. Kimberly Kertz was found unresponsive in the jail cell in February 2022 and was transported to an area hospital where she was pronounced dead. She was 38 and lived in Pevely and left behind three children. Her estate, along with her mother, Paula Kertz, are suing the city and other defendants for alleged negligence and are asking for $15 million in compensatory damages, plus punitive damages, attorney's fees and other court costs.

In addition to Crystal City, the defendants named in the federal lawsuit include Edward "Eddie" Robinson, detective sergeant; Kyle Boyer, police sergeant; James Link, detective sergeant; Curtis Pullen, police officer; Timothy Bennett, police officer; Jeff Price, dispatcher; Kristina Long, dispatcher; Kathy Forester, dispatcher; Brittany Meyer, dispatcher; Greg Maguire, EMT; and Andy Dixon, EMT. The lawsuit was filed Feb. 7 in the U.S. District Court, Eastern District of Missouri. Joseph S. Dueker is assigned to the case. The suit lists the plaintiffs' attorneys as Larry A. Bagsby and Karie M. Pennington. At the time of Kimberly Kertz' death, the officers and dispatchers named in the suit were members of the Crystal City Police, and the EMTs worked for the Joachim-Plattin Ambulance District (JPAD), according to court papers. "The city is aware of the lawsuit," Crystal City Administrator **Jason Eisenbeis** said in a written statement. "We plan to vigorously defend the employees of the Crystal City Police Department that are named in the suit."

The lawsuit accuses the defendants of "intentional, wanton and malicious denial of medical treatment by supervisors and employees of the Crystal City Police Department." According to a story in the Feb. 17, 2022, Leader, Crystal City Police reported that officers were conducting prisoner cell checks at approximately 7:48 p.m., Feb. 9, 2022, when they found Kimberly Kertz unresponsive in her cell. Officers began administering medical attention until JPAD employees arrived and transported her to Mercy Hospital Jefferson in Crystal City. She was pronounced dead a short time later by hospital medical personnel.

Kertz had been arrested on multiple warrants, Crystal City Police Chief Chad Helms said at the time. The suit claims that Kertz had been in the custody of Crystal City Police for just more than 43 hours before her death, during which time she displayed serious opiate withdrawal symptoms, such as involuntary muscle movements, chills and vomiting, and police staff did not provide or transport her to the proper care she needed. The suit claims that on Feb. 8, 2022, a day before Kertz died, JPAD employees were called to assess her condition while she was being held at the jail, but they did not respond properly to her condition and should have transported her to a hospital for medical treatment at that time. In addition, the suit claims Kertz had served as a confidential informant for Crystal City Police for three years, but refused to provide information

in a specific case, so the police withheld proper medical care as "payback." The suit further states that the defendants conspired together to withhold medical treatment from Kertz, reducing her chance for survival. "The conduct of these defendants was committed with deliberate indifference to, and reckless disregard to the constitutional rights of Kimberly Kertz and her physical safety, thereby entitling the plaintiffs to punitive damages against each defendant," according to the lawsuit.

As of Monday, no upcoming hearings were scheduled in the suit. JPAD officials did not respond for comment as of Leader deadline on Tuesday.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
November 20, 2024

Crystal City makes sidewalk intersections ADA compliant
Author: Goldie Lowe

Crystal City is finishing up a project to bring all the city's sidewalk intersections into compliance with Americans with Disabilities Act (ADA) standards. Crystal City Administrator **Jason Eisenbeis** said becoming ADA compliant is an important goal for the city. "The Americans with Disabilities Act ensures people with disabilities have the same rights and opportunities as everyone else. We're committed to creating an inclusive and accessible world for everyone," **Eisenbeis** said. He said one of the best things about Crystal City is how almost every street has sidewalks. However, not all sidewalks or intersections are ADA compliant because they were installed many years ago. "There were no ADA compliance rules back then," **Eisenbeis** explained.

The ADA accessibility guidelines have several requirements for sidewalk intersections. Curb ramps are required wherever a sidewalk crosses a curb, such as at a street intersection. They are required to have a slope of less than 8.33 percent and a detectable warning device with a raised dome surface and contrasting color. Curb ramps are especially important for those who are blind or have low vision. In 2022, **Eisenbeis** said, the city applied to receive a $250,000 yearly Community Development Block Grant (CDBG) administered by the Jefferson County Economic Development Corporation to bring sidewalk intersections into compliance. The city received its first grant in 2022 and began the ADA sidewalk intersection improvement project that year. The city received an additional $250,000 in 2023 and another $250,000 grant in 2024 to continue the project.

Eisenbeis said since 2022, the city has spent approximately $760,000 on engineering and intersection ramp improvements. He said the city pays for the engineering, and the grants fund the actual improvements. Due to the nature of the grant, the city can't replace entire sidewalks with grant money, only ADA non-compliant intersections. So, for now, the city does not have the resources to completely remove and replace all non-compliant sidewalks. **Eisenbeis** said the city has been replacing ramps ahead of upcoming paving projects. "For instance, if we're going to repave a section of town next year, we'll replace the ramps in that area of town this year. It's works well," **Eisenbeis** said. "We work with our engineering firm and identify the section of town where we'll be paving the following year. We'll then create a scope of work that we believe is close to $250,000 based on the engineers estimate."

Eisenbeis said these ADA compliance upgrades can benefit everyone, but especially people who use wheelchairs, older people, mothers with strollers and children using toys like bicycles, scooters and skates. **Eisenbeis** said he has seen a lot of residents walking, running and biking in the streets, which can be dangerous, adding that he hopes the new ADA compliant intersections will encourage those people to stay off the streets. "We prefer people to use the sidewalks as they provide a safer means for people who are not in a motorized vehicles to travel throughout town."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Eisenbeis said that while older intersections needed to be brought into compliance, all new projects have met ADA-compliant guidelines for many years. “All our street, sidewalk and lighting projects we’ve done on our main thoroughfares are always designed and built to be ADA compliant, so actually we’ve been doing these improvements for the entire 24-and-a-half years I’ve been involved with the city,” he said.

Eisenbeis said there are only a handful of intersections left in town that are not ADA compliant, and the city is working to get to 100 percent compliance. “In 2025, we’ll be redoing all the sidewalks, including ADA compliant intersections on both sides of Taylor Avenue from Second Street to Fifth Street, including sidewalks to Mississippi Avenue on Second, Third, Fourth and Fifth streets,” he said. “This project is funded by a grant as well and is out for bid right now. “After this project, I think we’ll be close to having 100 percent ADA compliant intersections, which is something we’re proud of.”

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
November 13, 2024

Fire districts, departments grapple with personnel, budget issues (excerpt on candidate)
Author: Tony Krausz

Crystal City
The Crystal City Fire Department is the only all-volunteer department in Jefferson County and has the smallest budget, at about $408,000 a year. The city funds those expenses, including everything from a payment on a firetruck to insurance to utilities, through its general fund. The general fund is made up of revenue from a variety of different taxes, City Administrator **Jason Eisenbeis** said. Revenue from the city's property taxes, use tax and other taxes, as well as from court fees and other income, make up the general fund, he said. "Every department's budget is based on needs vs. wants," **Eisenbeis** said. "If we end up with a surplus, wants (i.e., capital improvements like vehicles, backhoes, computers, guns, etc.) are then considered. If taxes are up, there's more to go around for everything, including raises; if taxes are down, yes, budgets are tighter and/or reduced."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
September 23, 2024

Homeless ordered out of Twin City encampment by Oct. 1
Author: Barbara Fawver

A friendly, smiling Robin Freeze greeted 22 visitors who gathered Sept. 12 at the homeless ministry she founded a year ago at the First Baptist Church of Festus-Crystal City. More than half the attendees live in an encampment east of Walmart in the Twin City area, Freeze said. Their need for assistance and resources is at an all-time high, she said. Officers from the Festus and Crystal City police departments went to the encampment on Sept. 10 and handed out notices informing residents that they have until Oct. 1 to move out. The notice also included a list of resources that may offer help for those who are homeless.

The tent community of about 20 people who are unhoused is precariously located on roughly 18 acres in the 70-acre ponding area of the Festus-Crystal City levee system property. The camp is isolated on wooded bottomland hidden from view and has only well-worn paths leading to it, but it is dangerous for people to camp there due to potential flooding. The number of people living at the encampment is believed to be at a record high. “We’ve always had three to six homeless people around town,” Crystal City Administrator **Jason Eisenbeis** said. “I think they’ve lived back behind Walmart for a very long time. Since COVID, the population has grown fivefold.”

The danger of flooding was the bottom line that led officials to decide to close the camp. “The critical moment was in July,” Festus City Administrator Greg Camp said. “The river (Mississippi) was up, and we had to close the levee gates. When the levee gates close, the ponding area is where all the water goes. “The amount of debris that was getting sucked into the main ponding area and the levee gates was alarming. If there’s a pump failure and the ponding area starts to back up, that’s when Walmart gets under water.”

Jeremy Eck, Dam and Levee Section Safety Chief of the St. Louis District U.S. Army Corps of Engineers, said the Festus-Crystal City levee was designed to reduce the risk from a 500-year flood. “Levees reduce the risk of flooding, but they do not eliminate the risk of flooding,” he said. “The entire population within the levee area is at risk of flooding in the event of levee failure or overtopping.”

Levee history
Festus and Crystal City jointly manage the levee system through the Operations and Maintenance Committee of the Twin City Levee Commission. The levee, which was built by the U.S. Army Corps of Engineers after the Great Flood of 1993, was completed in 2013. It is 0.67 miles long and averages 27 feet high. Situated on the north side of Plattin Creek, it was built to keep floodwaters from the surrounding businesses and residential areas.

Once the levee was built and turned over to Festus and Crystal City, the TCLC became the Operations and Maintenance Committee, **Eisenbeis** said. The committee is made up of Camp, president; **Eisenbeis**, vice president; Festus Public Works director Michael Christopher and

Crystal City Public Works director Dan Turner. Each city has a roughly $200,000 budget to manage levee pump repairs, grass cutting, electrical and telephone expenses.

Helping the unhoused in Jefferson County
Camp said the encampment on the levee property is a complex problem with no easy solutions. "The hardest part of this whole thing is that we are solving a much smaller problem – the protection of the levee and making sure it operates correctly," Camp said. "The larger problem is having a comprehensive regional approach to trying to help the unhoused. We will be able to clean up the debris, but that doesn't solve the human side." Freeze's homeless ministry is addressing the human side of homelessness.

Every Thursday, from 1 to 3 p.m., Freeze and a small team of helpers provide a meal and shower services to those experiencing homelessness and those struggling financially. Huge boxes of clothing, shoes and blankets donated by church members are available, and occasionally there are sleeping bags, bicycles and tents. Starting Sept. 19, representatives from about 10 agencies and organizations, members of the Jefferson County Coalition for the Unhoused (JCCU), will be on hand to provide assistance. A handful of agencies have attended since the beginning, Freeze said. Those who come for help "are the sweetest people," she said. "They are down on their luck and going through hard times. Some just come to talk because they need a friend. They range in age from their 20s to a man who is 75 years old." Bulmaro "Poncho" Billanueva, 25, and his wife, Karrie Miller, 26, who is five months pregnant, said they are grateful for the help they have received. They moved to Jefferson County in July from Ponchatoula, La., to escape a neighborhood plagued by drugs and to be near his relatives. They have been living in a tent by Walmart for two months. "When we learned that Karrie was expecting, we wanted a better life," Billanueva said.

Panhandling near Walmart has been their only source of income until recently when Billanueva was hired to work for a local landscape company. Karla Lefarth, founder of Journey to a New Life Ministries at the First Baptist Church of House Springs, helped 27 people who are unhoused and had been living at an encampment off the Hwy. 30 corridor in High Ridge that closed in February. "Some lost over half their stuff because they didn't have time to get it out," Lefarth said. "Whatever they could carry on their back or in a cart was their means of getting their things off that property. They didn't have transportation or a way to find someplace to go. "When we took the time to get to know these people, none of them wanted to be in the situation they were in. Most of them definitely wanted to get into housing."

The shortage of affordable housing in Jefferson County is reflected in the high number of people trying to get U.S. Department of Housing & Urban Development (HUD) Section 8 rent vouchers. "Currently, there are 2,205 people on the wait list for housing in Jefferson County, and 48 people with vouchers are seeking housing," said Diana Hayes, CEO of the Jefferson-Franklin Community Action Corps. "More than 5,000 people were on the wait list when HUD recommended that we close the list on Sept. 1, 2023. Nothing has changed. The list is still closed."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

The Jefferson County Coalition for the Unhoused began meeting about four years ago to tackle the issues related to homelessness. “We try to not only provide things to the unhoused that help them temporarily, but also want to make sure people get the right kind of help so they no longer deal with homelessness,” said Dan Ross, pastor of New Hope Fellowship Church in High Ridge and a member of the JCCU leadership team. “Ultimately, we need a facility to help people get out of their situation. There are limited long-term options to address the complex underlying issues that relate to an individual being unhoused.”

“People often stereotype a homeless person as someone suffering from substance use or who doesn’t want to work,” said Karen Ferrell, housing manager for Compass Health Network. “However, this is most often not the case. “Over the past year, there has been a spike in those who are older who receive a small pension or smaller Social Security income. When rent prices began to increase, they started having to make a choice about how to spend their income. They began losing housing as their checks could no longer meet their basic needs. The same holds true for those on disability or with other types of limited income.”

Camp and **Eisenbeis** hope the Sept. 16 opening of the Festus Behavioral Health Crisis Center run by the Compass Health Network may bring some relief, “This will put trained social workers, nurses and doctors directly with people who are dealing with a crisis,” Camp said. “This is a step toward bringing more assets to our community.” Lauren Bruce, senior director of BHCC, said the facility can only provide so much help. “Being housing displaced is a complex situation that has variables unique to each individual. Our primary role is not to solve every complex problem someone presents with but to identify and treat the acute crisis,” she said. ““Unfortunately, we may not be able to create new resources to solve challenges our housing displaced individuals face; however, we can seek to connect someone with ongoing resources and services within the community and at Compass.”

The Oct. 1 deadline is coming quickly for those living at the encampment near Walmart.
The newly married couple, Billanueva and Miller, whose baby, Isabella, is due in December, recently applied to live at a HUD Section 8 apartment. “We’ve been through a lot,” Billanueva said. “But, you should never give up. It gets easier.”

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
September 4, 2024

Crystal City passes public camping ordinance
Author: Goldie Lowe

The Crystal City Council has passed legislation prohibiting sleeping or camping in public areas. The council voted 7-0 on Aug. 26 to adopt the ordinance, which says, "No person may sleep, camp, pitch tents, or erect other structures for the purpose of creating a permanent or temporary shelter on any public sidewalk, public street, public right of way, alleyway, public park, public property or other unapproved location at any time in violation of any ordinances of the city of Crystal City without the express permission of the city of Crystal City." Ward 3 Councilwoman Taylor Massa was absent from the meeting.

Those suspected of being in violation of the ordinance will be given the opportunity to relocate before they are given a violation notice or arrest, according to the new legislation. The ordinance applies only to city property, as opposed to other areas, such as county and state roads and federal property. City Administrator **Jason Eisenbeis** said the ordinance is not directly in response to the growing unhoused population in the city, but there is a correlation. **Eisenbeis** said there's an encampment of about 20-30 people staying at the Twin City Levee Commission property east of Walmart near Plattin Creek. "We're required by the Army Corps of Engineers to keep that area free of debris and things that can clog up our pumps back there," he said.

Eisenbeis said the encampment could cause a problem if a flash flood washed all the trash, tents and other belongings from the camp into the Plattin Creek and damaged or destroyed the two downstream levee pumps, which he said cost about $150,000 each. If the levee pumps fail during a flood, many parts of the city could be flooded, he added. "It's an unfortunate situation. We've let this go too long, and they can't stay back there," he said. "We're going to end up having serious issues that potentially flood and affect 17,000 residents of Festus-Crystal City in the downtown business areas. Let alone, if those people are back there sleeping in a flash flood situation that dams up, they could drown. It's a very unsafe environment."

Eisenbeis said the Twin City Levee Commission will give those living at the encampment an abatement order during the second week of September, and they will have until Oct. 1 to remove their belongings and relocate. He said the Levee Commission is going to try to involve the Jefferson County Coalition for the Unhoused so resources may be offered to those who want help. "Everybody tries to be compassionate, but at some point, we have to do what we have to do to protect the integrity of that levee and what it was built for," **Eisenbeis** said. Once the area is cleared of the camp and belongings, the entire 18-acre area owned by the Levee Commission will be "grubbed" by All Seasons Maintenance Services LLC at a cost of $37,000. The cost will be split between the cities of Festus and Crystal City. The grubbing will consist of removing debris and most vegetative matter from the site, including grinding existing trees down to ground level.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Eisenbeis said that once the encampment is cleared out, the city wants to ensure that a new encampment does not start on city property, like city parks, which is why the ordinance was passed. A recent ruling by the U.S. Supreme Court allows cities to ban people from sleeping and camping in public places. He said that while Crystal City officials are sympathetic to the plight of the unhoused, they are not the right entity to address the issue. “We don’t have the resources, the time or the manpower,” he said. Crystal City is not the first Jefferson County city to adopt an ordinance to address problems related to homelessness, such as camping on public property and in public parks.

Earlier this year, Festus passed an ordinance limiting the times people are allowed on municipal property, restricting the public from occupying property “owned, leased and/or maintained by the city” between the hours of 11 p.m. and 5 a.m. This property includes city streets, sidewalks and other public property, including parks. **Eisenbeis** said that while the Crystal City ordinance does allow for law enforcement to arrest those in violation, he didn’t believe that would be a solution. “You can’t arrest your way out of this problem, so that’s not what we’re looking to do.”

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
May 6, 2024

Crystal City use tax to fund lots of road projects
Author: Goldie Lowe

Crystal City officials plan to spend $750,000 this budget year on upgrades to roads, sidewalks and alleyways. City Administrator **Jason Eisenbeis** said that's the largest road improvement budget the city has ever seen and is up from its typical annual budget of $300,000 to $350,000 for those projects. The extra funding is partly due to the use tax voters approved in April 2022 that allows the city to charge its 2.25 percent sales tax on online purchases, just like it charges at brick and mortar businesses, he said.

This year's road improvements will include complete road overlays on North Taylor, Burgess, Ninth and 10th streets; concrete road repair on Parkview and Lake Drive and in the Riverview Bend Estate and Williamsburg subdivisions; asphalt road repair on Bailey Road, Church Place, Bellamy, Missouri Avenue, England Avenue, 15th Street and Riverbluff and on alleyways on Fifth and Seventh streets; and sidewalk repair and ADA ramp installation in multiple areas across the city.

The city just finished its first full fiscal year, from March 31, 2023, to March 31, 2024, with the use tax on the books, and during that year, the city collected $317,509.11 in revenue from the internet-based sales tax, **Eisenbeis** said, adding that he believes that number will continue to go grow over the years with the increasing prevalence of online shopping. **Eisenbeis** said funds from the use tax are not restricted in their use, but city officials have decided to primarily allocate that funding for improvements to roads, sidewalks and alleyways. He said the city has budgeted $150,000 of the use tax revenue to be used toward those ends, with the remainder to go into the general fund where it can be used to cover fuel and labor costs. "Since we got that tax, we have used at least half of it specifically toward road improvement line items," **Eisenbeis** said.

The rest of the funding for this year's road improvements will come from the city's share of a 1/2-cent sales tax for road and bridge improvements, as well as a $250,000 ADA (Americans with Disabilities Act) compliance grant, which the city is receiving for the third year in a row. That grant money comes from the Economic Development Corporation of Jefferson County and is used for sidewalk upgrades, **Eisenbeis** said. He said the city has a preventative pavement maintenance plan to improve city infrastructure in phases over a projected 10-year period. Part of the plan includes making city sidewalks ADA compliant by creating curb ramps at street intersections. He also said the city has been upgrading sidewalk ramps and then following up the next year in the same area with road repaving. "They cut the curb out and then they've got to patch in the asphalt around the curb at each intersection. So you have nice new handicap ramps and then the next year you have nice new pavement," he said.

Eisenbeis said the city also has been fortunate over recent years to receive Surface Transportation Program (STP) grants, which typically are 80-20 grants, with federal funds covering 80 percent of the costs and the city providing the other 20 percent. "When you get the

STP grants, they have to be your main corridors. They're rated on traffic and pedestrian use and all that kind of stuff," he said. **Eisenbeis** said now that all the city's main corridors have been repaired, city officials plan to turn their attention to repairing streets that haven't gotten as much attention in recent years.

Crystal City Mayor Mike Osher, who was a proponent of the use tax being passed, said he's pleased with how the funds are being used. "It ran for roads, alleys, sidewalks, and that's what we've put it into," he said. Osher believes the future of the city's infrastructure looks bright. "The city's in a great position right now and we're headed in a good direction," Osher said. "I think everybody's going to be very impressed with the amount of work we get done this year with our roads, sidewalks and alleyways. And that's a direct correlation to our use tax because if it wasn't for the use tax, that stuff wouldn't get done."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

myMOinfo.com
March 29, 2024

Crystal City extends contract for administrator Jason Eisenbeis
Author: Unknown

The Crystal City city council voted to extend the contract of City Administrator **Jason Eisenbeis** for another three years. **Eisenbeis** says he will be receiving a raise in his latest deal, and he accepted it since the city is in much better financial shape than they were a few years ago.

Eisenbeis says taking care of the city employees was also extremely important to him. **Eisenbeis** has been the Crystal City City Administrator for 11 years, hired in January of 2013.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
November 17, 2023

Legal fight over old PPG property comes to an end
Author: Goldie Lowe

The Crystal City Council has brought an end to the long-standing legal battles over the 240-acre property where the Pittsburgh Plate Glass Co. operated for nearly 100 years before closing in 1991. Crystal City has owned the old PPG property since 2007, but the City Council recently agreed to transfer ownership of that land to James Kennedy, a St. Louis County entrepreneur who previously leased the property and had plans to build an iron ore processing plant there. Those plans never materialized, leading to the dispute that ended with the transfer of the land to Kennedy. In return for the property transfer, Kennedy agreed to pay $15,000 to Crystal City to replace the monthly payments Union Pacific had been paying the city for the railway that runs through the property. Those land use payments will now go to Kennedy.

City Administrator **Jason Eisenbeis** said the payments the city had been receiving from UP were small, between $90 and $150 per month, so the $15,000 lump sum replaces approximately several years' of expected payments. **Eisenbeis** said the property transfer was part of the negotiations between the city and Kennedy to end the litigation. However, that deal also was tied to Kennedy's negotiations to sell the Festus Municipal Airport property in Crystal City to the James Hardie Industries company, which manufactures siding and other products and plans to build a plant there. "So part of the whole party transaction was doing what we could do to end this litigation and give Mr. Kennedy's property back," **Eisenbeis** said. "It was negotiating in good faith from all of us all together from Hardie to us to Mr. Kennedy, trying to see how we can make all this work and it was a good faith effort for all parties."

Eisenbeis said he believes transferring the property to Kennedy was a good move for the city. "Right now, we're seeing a lot of growth both commercially and industrial-wise. We hope after all this time that Mr. Kennedy comes to the city with a good, viable plan that will bring jobs and betterment to our community. We're always looking for that," **Eisenbeis** said. He said he does not know what Kennedy plans to do with the property but speculated that, given the large amount of riverfront property Kennedy owns in the area, a port would be a likely choice. Whatever Kennedy decides to do with the property, he will have to apply for a conditional-use permit, which the Crystal City Council would need to approve. Kennedy did not return a call for comment.

The history
In 2007, the city purchased the Works 9 property from PPG for $2.2 million. Then, the city signed a 100-year lease with Wings Enterprises Inc., which Kennedy owned. The lease required Kennedy to pay the city $2.2 million up front. Crystal City officials also entered into negotiations with Kennedy, who also owned a mine in northern Washington County, for the iron ore processing plant he wanted to build on the Crystal City property. After news got out about the negotiations, though, they turned contentious, leading to a sharp divide between residents who opposed the plans and those who supported them. Those who supported the proposal

believed the plant would benefit the city economically. Those who opposed the plant said the city had not investigated Kennedy's plans well enough and acted too quickly, without enough transparency, before signing the lease and did not adequately consider the impact an iron ore plant would have on the surrounding neighborhood. Ward 1 Councilman Jack Ginnever, who cast the lone dissenting vote in September to transfer ownership of the PPG property to Kennedy, was a founder of the Concerned Citizens for Crystal City (C4) group that opposed the iron ore processing plant. Ginnever owns and lives in the former PPG hospital building on Mississippi Avenue at the foot of Bailey Road.

The lease the city signed with Kennedy in December 2007 required him to have the plant up and running within five years. In 2011, Kennedy ceded his interest in the lease to Pea Ridge Resources LLC and announced he would no longer be part of the plans to develop the iron ore processing plant. At the end of the five years, the processing plant had not been constructed and the City Council granted PRR a five-year extension. In 2015, PRR informed the city the project was not viable and the company would not be moving forward with the project.

Crystal City officials later discovered that PRR had failed to pay 2016 property taxes for the PPG property, which was a violation of its lease. In November 2017, the city filed a lawsuit in Jefferson County Circuit Court to end the lease, which would allow the city to pursue other development opportunities on the property. In October 2017, Kennedy filed a breach-of-contract lawsuit against PRR and attempted to again take control of the lease for the property. In March 2018, PRR filed a suit in St. Louis County Circuit Court alleging that Crystal City was in breach of its contract with the company for seeking to terminate the lease.

The lawsuits involving the city, Kennedy and PRR wound their way through the courts in the intervening years with virtually no resolution, until the James Hardie company took interest in the area, serving as the catalyst for all the parties to come to the table and find an agreement. After negotiations, a motion to authorize dismissal of adversary action, release of claims and disposition of lease was approved in late August, and on Sept. 28, the City Council voted to approve an amendment to the litigation and settlement agreement, which transferred ownership of the property to Kennedy.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
September 29, 2023

Crystal City approves development plan for Hardie facility
Author: Goldie Lowe

Crystal City Hall was packed Monday night with supporters for the James Hardie Industries manufacturing plant to be built on the former Festus Municipal Airport site in Crystal City. A public hearing on the Airport Road Redevelopment Area Development Plan for the $400 million Hardie facility was held that night before the start of the regular Crystal City Council meeting, when council members ultimately voted to approve the plan.

Surprisingly, Jefferson R-7 Superintendent David Haug was among the supporters at the public hearing and council meeting. Just days earlier he had asked the Crystal City Council to delay voting on the redevelopment plan and put out a call to action to R-7 residents, asking them to attend the meeting and voice their concerns about the plan, which calls for tax abatements for the Hardie project.

Points of contention
After Crystal City held a Sept. 14 informational town hall meeting, Haug posted a now-private, approximately 18-minute-long video to YouTube and the school's Twitter feed titled "Urgent 11.5 million dollar tax abatement proposal on Jefferson R-7 students." In the video, Haug said he still had too many questions about the project and tax abatement plan and wanted Crystal City to delay the vote until he could learn more about it. Haug referred to the tax abatement as a "projected loss of 11.5 million dollars for our students."

Crystal City Administrator **Jason Eisenbeis** refuted that claim in a Sept. 21 letter to Haug. "There is no loss of revenue to the R-7 School District," **Eisenbeis** said in the letter. "The property is currently producing approximately $42,744.90 annually in tax revenue for all tax districts. Even with the abatement, the proposed redevelopment will produce many multiples of additional revenue for the R-7 School District – therefore, referring to a loss of revenue is misleading."

Eisenbeis said the James Hardie plant site currently is undeveloped and would bring in an estimated $659,852 in revenue for Jefferson R-7 over the 20-year term of the abatement if left undeveloped. However, if the Hardie plant is built there, even with the tax abatement, the property would produce $10,057,516 in revenue, an additional $9,397,664, for the school district over the 20-year period. **Eisenbeis** also reiterated multiple times that the tax abatement would only be for real estate taxes, while personal property tax would remain fully taxed. The 1.25 million-square-foot facility would be filled with high-value equipment and products and likely would have a hefty personal property tax bill, with estimates at around $12 million over 20 years.

In addition to receiving the projected $10 million in real estate taxes, along with its share from the projected $12 million in personal property taxes, the Jefferson R-7 district also will be the largest recipient of PILOT (Payments In Lieu of Taxes) among all the impacted taxing districts,

including Crystal City, Jefferson County, Jefferson R-7, Jefferson College, the Festus Special Road District, the Joachim-Plattin Ambulance District, the Jefferson County Health Center, the Jefferson County Community Mental Health Board, Developmental Disability Advocates and the state of Missouri. The amount of the PILOT payments has not yet been disclosed. As part of the city's abatement incentive offer, Hardie also agreed to pay an annual charitable contribution to the Crystal City School District or a foundation set up for the benefit of the Crystal City School District. The charitable contribution is a contractual obligation separate from the Chapter 353 abatement and the PILOTs to go to taxing districts.

In Haug's Sept. 14 letter, he said he was worried the plant could cause an influx of residents and their school-age children to the R-7 district, which he feared the district could not handle, even with the infusion of tax dollars from the Hardie development. **Eisenbeis** said Hardie representatives expect most of the 238 new jobs to be filled by current local residents. "Hardie said 75 percent of their workforce is hired off the street, so where those folks come from, I think it'll be regional. They could be as far as Cape Girardeau and as far as North St. Louis," **Eisenbeis** said. "We're hopeful they're Jefferson County residents. Crystal City expects that." "When you have an average pay of $34 an hour, you'll have people commuting in," Crystal City Mayor Mike Osher added.

Not going through with the tax abatement wasn't an option if the city wanted the Hardie project to move forward. Not only was it part of the incentive package for Hardie to come to Crystal City – a package the state, county, city, and Port Authority worked out – but also eligibility for the Business Use Incentives for Large-Scale Development (BUILD) program depended on it. According to the Missouri Economic Development Department's website, to be eligible for BUILD, the project requires "Cooperative Effort" from local government: "The political subdivisions benefiting from the project or other local entities must commit significant local incentives relative to their economic benefit compared to the state. Such incentives may include tax abatement, discounted utility fees or others, to the extent allowed by law." In Crystal City's case, tax abatement was the agreed-upon Cooperative Effort.

Resolution found
In a follow-up video Haug posted on Monday, just hours before the Crystal City Council meeting, he said he had changed his stance and was on board with the proposed tax abatement. "I believe our concerns have been heard and we've been able to view a larger view of the project with specific numbers that have been shared with me. The James Hardie project will be an asset to the R-7 School District," he said. "As a representative of the Jefferson R-7 School District, I will not speak at tonight's hearing with any more questions or concerns. I believe that process has been worked through. I think there's a great start and I have nothing left on the table to address at this time." Haug said the city and county had met with him and showed him additional information about expected personal property taxes as well as upcoming road construction projects in the area near the school. "I was impressed with the thoughtfulness of the county to address the roads they need to make James Hardie's project work, but also the thoughtfulness of the impact of our school district and specifically our students," he said. Haug also spoke briefly at the City Council meeting, sharing his support for the project to move forward.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Others who spoke in support of the tax abatement included County Executive Dennis Gannon, Crystal City Board of Education member Linda Schilly, Jefferson County Port Authority executive director Jim McNichols, District 5 County Council Member Scott Seek, as well as a representative from Crown Plastics (a plastic fabrication company also located on Airport Road), and several residents. In addition, Jefferson College President Dena McCaffrey wrote a letter of support. Osher said he was pleased to see the positive response from the crowd. "I think our meeting went very well. It was very professional from both sides. Everybody who spoke was welcomed. The Council listened. It was a good rapport and I look forward to more successful meetings in the future."

Following the public hearing, the Crystal City Council voted 7-0 in favor of an ordinance that designated certain tracts of land in the proposed development area as blighted; approved the Airport Road Redevelopment Area Development plan; approved a redevelopment agreement in connection with the development plan; and authorized the city of enter into a redevelopment agreement and take certain other actions in connection with the development. Ward 4 Councilmember Winkelman was absent at the time of the vote.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
September 22, 2023

Jefferson R-7 School District requests delay in Hardie tax decision
By Laura Marlow

Jefferson R-7 School District officials are asking Crystal City Council members to delay a decision on a tax abatement proposal for the $400 million James Hardie Industries manufacturing facility to be built on the former Festus Municipal Airport site in Crystal City. The Crystal City Council is expected to vote on the tax abatement proposal during its Sept 25 meeting. "We are requesting a delay in the decision so we can get more information, better information, about the proposal," said David Haug, superintendent of the R-7 district, which stands to lose tax revenue if the abatement is approved.

The proposal offers a 20-year schedule calling for 100 percent real estate tax abatement for the first year the plant is in operation, 80 percent the second year and 50 percent for the next 18 years. There is no abatement requested for the plant's personal property tax, which would include all machinery, equipment, vehicles, etc. Hardie representatives estimate that it will take four to five years to build the plant, and during the construction, the property will be taxed at its current rate. According to figures provided by Hardie representatives, the estimated amount of tax revenue the Jefferson R-7 School District would receive over 20 years without an abatement would be just more than $21.6 million. With the abatement, the estimate is for just more than $10 million.

An informational meeting about the tax abatement proposal was held Sept. 14 at Crystal City Hall. Representatives from Crystal City, James Hardie, the county government and both the Jefferson R-7 and Crystal City school districts attended. Haug said the R-7 district has not been in the loop about the Hardie plans, although the proposed plant lies entirely within the school district boundaries. "We received notice of the (Sept. 14) meeting in a letter delivered to us on Sept. 11," Haug said. "A certified packet with the proposal itself arrived at our school's central office on that morning, the 14th. "We've not been brought in on anything. We have no say in the process and have been asked for no input. This plant could be a good thing for the county, but it will have a dramatic effect on our district. We just feel like we should have a place at the table."

Crystal City Administrator **Jason Eisenbeis** said the city is more than willing to include R-7 officials in discussions. "Even though it wasn't required by law, we had this informal meeting so we could sit down and talk about some of these things in depth," he said. "And we're certainly willing to meet with them again. They are the largest taxing entity affected by the project."

Haug said the R-7 district needs more time "to review the language in the agreement. "We have some concerns," he added.

Among those concerns are the following:
■ The master plan for the manufacturing facility includes extensive road construction and modification to routes used by school district buses as well as local drivers.

"The plan calls for plant traffic to be routed south to Exit 170, which is already a major safety concern for our district," Haug said. "With the current MoDOT plans (to widen) I-55, it could be a huge problem for us." **Eisenbeis** said the plan sends plant traffic by several routes. "It's always been raw materials in on the north end of the site, employee traffic in on Airport Road and finished product out by the south end," he said. "Hardie is very safety oriented. They have said from day one they won't put truck traffic in front of the hospital."

■ The proposal allows for eliminating the abatement for emergency service agencies, such as ambulance districts. R-7 officials contend that, by design and function, the school district could qualify as an emergency service provider and therefore be made exempt from the abatement.

■ The proposal also includes a provision for the developer to make annual PILOT (payment in lieu of taxes) payments to the Crystal City School District, although no part of the project is inside that school district's borders.

"The statute says the collector shall allocate tax funds only to tax entities affected," Haug said. "We are the only school district the plant would directly affect, so this could be in conflict with the statute." **Eisenbeis** said the terminology in the proposal mischaracterizes the payments. "It's actually a non-negotiated charitable contribution," he said. "Back when we started negotiating with Hardie, we decided the city was taking the brunt of this, so what are we going to get out of it? We could have made (the contribution) for the fire department, for parks, the library – but we chose to make it for the school."

Eisenbeis said he believes the Crystal City Council will likely vote on the proposal on Sept. 25. "The council will decide on that day whether to move forward or put it on pause, based on input from all the taxing entities and the public," he said. "At this point, I don't have any reason to believe they won't move forward."

Haug said his district is simply asking for time to get a clearer understanding about aspects of the project that have the most impact on R-7. "We aren't passing judgment on anything; we just want clarification," he said. "The people in our community have no say in this, no vote, and yet it's their property values, their safety and most importantly, the futures of their children who are involved. It's our job to help them understand how it's going to affect us and to advocate for our kids."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader Publications
July 25, 2023

Crystal City updates jobs, salaries based on study
Author: Goldie Lowe

Crystal City officials have implemented recommendations from a recently completed salary study, including updaters to about 35 job descriptions and updates to pay ranges for each job in the city, as well as pay increases for employees who weren't making what the updated pay ranges called for, City Administrator **Jason Eisenbeis** said. He said the study showed that most of the city's employees already were being paid within the recommended ranges for their positions, but longtime employees received longevity pay increases. About 48 of the city's approximately 60 employees received a pay raise.

Eisenbeis said the longevity pay increases helped to prevent compression among employee pay. "Compression occurs over time when new employees and employees with experience are close together in pay," **Eisenbeis** explained. He said the biggest change was in the Crystal City Police Department, which was the furthest behind in terms of competitive wages. Therefore, police officers received the largest increases. In addition, firefighters received raises. "We increased fire call and fire practice pay for our volunteer firefighters by $1 per call, respectively. We also increased the monthly pay for the fire chief by $100 per month to $550 per month and $50 per month for the assistant chief and captain to $350 per month," **Eisenbeis** said.

All the raises given because of the study recommendations will cost the city approximately $258,000, he said. **Eisenbeis** said additional costs related to the study include increases in the city's tax, retirement and workers compensation obligations, which are based on a percentage of the total payroll. He said no employees received a decrease in pay due to the study, which was completed in mid-June by the Austin Peters Group, Inc., a human resources consulting service based in Fort Collins, Colo. **Eisenbeis** said the purpose of the study was not just to give the city's employees raises. "The study was done to ensure that the city has competitive wages and benefits in the market, which helps us attract and retain employees," he said. "The goal after receiving the study was to ensure everyone was at the minimum of their respective pay range; if they weren't at the minimum, they were brought up to the minimum."

Eisenbeis said the study also included a market comparison of benefits like retirement, insurance, holidays, vacation and incentives. The salary study did not recommend any changes to those benefits, he said. **Eisenbeis** said the study took about six months to complete and cost the city approximately $23,500. The process started with the Austin Peters Group sending questionnaires to employees, department heads and **Eisenbeis** himself, as well as conducting site visits. The company also collected salary and benefit data, such as general compensation, benefits (health, vision and dental insurance, retirement, and leave), and incentives. All the collected information was compared to similar local jobs to check market competitiveness and then was used to develop pay minimums and maximums for each position.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

In early April, before the study was completed, city employees across the board were given a 4 percent pay increase, which cost the city approximately $100,000, **Eisenbeis** said. “The city has been able to give some generous safety incentive payments to employees over the last few years, but it has been several years since we’ve been able to give across-the-board raises for all our employees,” he said. The City Council voted unanimously June 26 to adopt the recommendations from the study. Mayor Mike Osher said he was pleased the city could implement the recommendations. “Several of our employees had been underpaid for the service they provide to the community. The salary study identified that, and we were able to make adjustments to accommodate. The council unanimously approved the new pay ranges which I fully supported and applaud their decision.”

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
June 14, 2023

Offer floated to buy Festus-Crystal City sewer systems, combined treatment plant
By Kevin Carbery

The Jefferson County Public Sewer District recently sent a letter of interest to Festus and Crystal City officials offering a total of $5 million to buy their respective sewer collection systems and the treatment plant the two cities share. A written statement from the Jefferson County Public Sewer District and the two cities said the Public Sewer District would compensate both cities for the infrastructure they maintain and would take over the operations and maintenance if the sale were approved. “We are proud of our track record, fixing broken systems and getting them back on track,” said Doug Bjornstad, the Public Sewer District manager and engineer. The specifics of how the $5 million would be divided are to be determined, Festus City Administrator Greg Camp said.

The Festus-Crystal City wastewater treatment plant on County Road in Crystal City is 20 years old. The Festus-Crystal City Sewer Commission has been working toward improving the plant, but keeping up with federal sewage system regulations is a struggle, said Matt Unrein, the commission chair. “We have been working hard these last few years to modernize the facility, but the regulations just keep changing,” he said. Unrein said the Public Sewer District approached Festus and Crystal City officials about the possible sale. Bjornstad said acquiring the Crystal City and Festus systems is part of the Public Sewer District’s overall goal of expanding its reach and providing better sewer systems to those who want them. “It’s a regionalization of a utility,” Bjornstad said. “We want to give more access to everybody for sewers. Anytime there is regionalization, economies of scale come into play.” He said sewer system access remains a problem for many in the county. Bjornstad also said that the sale of the Festus and Crystal City sewer systems and plant to the sewer district would pave the way for more development in the area because the improved system would provide more capacity for homes and businesses to be added to it.

The written statement from the sewer district and cities also said the sale would not affect sewer rates, which would be capped until after 2025. “Both cities are concerned about maintaining the same level of service to residents and keeping the sewer fees as low as possible,” said **Jason Eisenbeis**, city administrator for Crystal City.

If the sale were approved, Camp said, the cities could stop employing a third-party, for-profit operator to run the treatment plant because “the Jefferson County Sewer District has the qualified and professional staff to run the treatment plant.” According to the written statement, if the sale is approved, those who work for the Festus and Crystal City sewer departments would not lose their jobs. “All staff would be absorbed into new roles,” the statement said.

On Monday, Camp said no decisions about the sale had been made. “It is being considered,” he said.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/plenty-of-jobs-coming-to-the-twin-cities/
November 23, 2022

Plenty of Jobs Coming to Twin Cities
Author: Jefferson County News

For those that live in Jefferson County, there are plenty of jobs available, some are coming soon, with more coming in the next few years. Several new restaurants and retail stores will be opening in Crystal City. Crystal City City Administrator, **Jason Eisenbeis** says all of them are hiring.

Festus City Administrator Greg Camp says the new Texas Roadhouse restaurant will employ nearly two hundred people. Nearly all municipalities in the area are also hiring city workers as well. Open positions include openings in public works, the street department, and more. Many of these cities have been shorthanded for some time.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/cities-having-issues-purchasing-new-fleet-vehicles/
November 18, 2022

Cities Having Issues Purchasing New Fleet Vehicles
Author: Jefferson County News

The automobile industry is improving a bit in terms of having more new vehicles available, but don't tell the municipalities that are trying to find replacement vehicles for aging cars, trucks, and s-u-vs. Festus City Administrator Greg Camp says they lucked into a deal to get a few new vehicles for the police department.

Camp as well as Crystal City City Administrator **Jason Eisenbeis** agree there are delays and roadblocks. Pevely City Administrator Andy Hixon says other parts of the country are having better luck in finding vehicles, and there's a reason for that.

Many local cities have had to continue to use their current vehicles that have more "wear and tear", as well as high mileage. High-mileage vehicles tend to have more problems with parts breaking down, which adds additional expenses.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/five-below-coming-to-crystal-city/
November 17, 2022

Five Below Coming to Crystal City
Author: Jefferson County News

Residents traveling through Crystal City and Festus may have noticed the sign along Truman Boulevard stating a Five Below store is coming to the Twin City Mall.

Crystal City City Administrator **Jason Eisenbeis** says this will be a nice addition to take on part of the available space. Five Below sells several different items that are five dollars or less. The closes current location is found at Gravois Bluffs off Highway 141 in Fenton. Five Below in Crystal City is currently hiring staff now.

https://www.powerforwardmo.com/news-posts/2022/10/31/missouri-welcomes-newest-james-hardie-manufacturing-facility
November 1, 2022

Missouri Welcomes Newest James Hardie Manufacturing Facility
Author: Gregory Hauenstein

One-million-square-foot, state-of-the-art manufacturing facility to deliver in-demand fiber cement products, local jobs, and increased local investment.

James Hardie, a world leader in fiber cement home siding and exterior design solutions, plans to build its newest manufacturing facility in Crystal City, Missouri. The new facility and James Hardie's partnership with local, state, and federal officials reflect the company's long-term commitment to Crystal City and the state of Missouri.

"Missouri is an outstanding place for businesses to prosper, and it's a pleasure to welcome James Hardie to Jefferson County," said Mark Birk, president, Ameren Missouri. "Through our Smart Energy Plan, we've been able to attract businesses to the region and help companies grow, resulting in hundreds of new jobs while providing reliable energy to meet our customers' power needs today and tomorrow."

"We are proud to welcome a leading manufacturer like James Hardie to Missouri," said Gov. Mike Parson. "As companies see increased product demand and begin to evaluate expansion locations, we are working hard to show them why Missouri should be at the top of their shortlist. We have some of the lowest taxes in the country, an unwavering commitment to workforce development, and world-class companies already operating here. We appreciate James Hardie choosing Missouri and know they will find a home, hospitality, and success."

Crystal City is a rural community located 30 miles south of St. Louis. The new facility will create nearly 240 new high-paying jobs in the region. "The City of Crystal City was founded in 1871 as a manufacturing town for the purpose of making glass," said **Jason Eisenbeis**, city administrator of Crystal City. "Over 150 years later, we're proud to continue our history and tradition of being a manufacturing town by partnering with James Hardie for their newest plant in North America. James Hardie's investment in Crystal City will bring generational job opportunities for decades to come."

The Economic Development Corporation (EDC) of Jefferson County served as the conduit between Crystal City, Jefferson County, Missouri Partnership, Greater St. Louis, Inc., and several other economic development partners. James Hardie has manufactured building materials for more than 100 years. The new facility will be built to keep up with the ever-increasing demand for Hardie® fiber cement siding, soffit, and trim products. James Hardie employs approximately 5,200 people across the world – and this is its first location in Missouri.

Crystal City and Jefferson County's strong workforce also helped the Missouri community land this project. Missouri ranks 1st in the nation for on-the-job-training, and 3rd in the U.S. for most

completed apprenticeships. Missouri One Start offers customized and flexible training programs, which the company plans to utilize as it fills nearly 240 jobs in the St. Louis region. "This project is a shining example of how we can work together as a metro to drive job growth and economic investment," said **Jason** Hall, CEO of Greater St. Louis, Inc. "James Hardie will bring high-paying jobs to the region while strengthening our advanced manufacturing sector. This is a big win for everyone in the St. Louis metro."

Missouri Partnership worked with the following organizations to attract James Hardie to Crystal City, including: The Missouri Department of Economic Development, Missouri One Start, Missouri Department of Transportation, Missouri Department of Natural Resources, Greater St. Louis, Inc., Economic Development Corporation of Jefferson County, Crystal City Council, Jefferson County Council, Jefferson County Port Authority, Thurman Law Firm, Jefferson College, Gilmore Bell, Goodwin Brothers Construction, Crystal City Sewage Commission, CBRE, Inc., Horner & Shifrin, Ameren Missouri, and Union Pacific Railroad.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-business-boom/
October 31, 2022

Crystal City Business Boom
Author: Jefferson County News

Crystal City has seen an increase in new businesses in the last few years, and more are coming in the future. Crystal City City Administrator **Jason Eisenbeis** says there is more coming to the old K-Mart building in the Twin City Mall, and a new eatery has just opened up further north in Truman Boulevard.

Pretzel Pretzel in Crystal City hopes to be open by the end of this week. As far as the Twin City Mall, Harbor Freight opened a few years ago, on the other end Burke's Outlet and Home Centric opened over the summer. There are rumors of a Five Below store and an Old Navy filling spots in the old K-Mart building. It was announced a few weeks ago a Culver's will be coming to the old Bandana's BBQ lot on the east side of Truman Boulevard.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/economic-development-announcement-in-crystal-city/
October 19, 2022

Economic Development Announcement in Crystal City
Author: Jefferson County News

There will be a large gathering of Jefferson County and even state officials for an economic development announcement in Crystal City tomorrow (Thursday) morning. The announcement is expected to further explain the Redbird project and a huge future development coming in the near future.

Crystal City City Administrator **Jason Eisenbeis** says this project has been in the works for some time. **Eisenbeis** says this project will bring many jobs to the area. The announcement will take place tomorrow (Thursday) morning at 10 o'clock at Crystal City Hall on Mississippi Avenue.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/m2m-great-streets-final-concepts/
June 16, 2022

M2M Great Streets Final Concepts
Author: Jefferson County News

The final open house with the Main to Mississippi Great Streets concepts was presented to the Festus-Crystal City community Tuesday night at First Baptist Church. Festus City Administrator Greg Camp says the turnout was pretty good from the public, and all involved in the concepts were there to take questions.

Crystal City City Administrator **Jason Eisenbeis** says while what's been drawn up looks fantastic, finding the funds to do these improvement is the key. The final Great Streets initiative Main 2 Mississippi plan will be completed later this month on June 30th. The public can view the concepts and renderings on both the city of Festus and the Crystal City websites.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/new-business-tenant-in-crystal-city-a-mystery-for-now/
June 2, 2022

New Business Tenant in Crystal City A Mystery…For Now
Author: Jefferson County News

R.L. Jones Properties which owns several buildings in Jefferson County and throughout the St. Louis region announced a lease was signed to fill the former Purcell Tire location in Crystal City.

Crystal City City Administrator **Jason Eisenbeis** says while a lease was signed, he does not know what will be moving in down the road. R.L. Jones owns several buildings in the Twin City Mall and is preparing for more businesses to come in to fill the vacant spots.

Eisenbeis says there is current stormwater and sewer work ongoing to prepare for incoming businesses. The only business that has been officially announced is the Burkes Outlet and Home Centric store filling the former Gordmans location.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.kmov.com/2022/05/17/festus-crystal-city-explore-ways-revitalize-downtowns/
May 16, 2022

Festus and Crystal City Explore Ways to Revitalize Downtowns
Author: Russell Kinsaul

Ideas for how to refresh and revitalize the downtowns of Festus and Crystal City were on display Friday evening at a public open house held at First Baptist Church on Truman Boulevard. The twin cities were awarded $500,000 by the East-West Gateway Council of Governments as part of the Great Streets Initiative. The program challenges communities to create attractive, interesting places that focus on improving connectivity and walkability.

Brian Wehners attended the open house to view the plans. He's owned Wehners' Awards on Main Street in Festus since 1980. He said he'd like to see wider sidewalks and more accessible parking and believes the revitalization plans have great potential for the twin cities. "I think there's more of a population down here that wants to do things with their money. There's more money coming to Festus, there are more young people. There are people that want to go to restaurants, there are people that want to walk up and down Main Street. It's there for the taking if we take advantage of it," he said.

RDG Planning and Design of Omaha was selected to study the downtowns of Festus and Crystal City and then design ways to enhance them. Crystal City City Administrator **Jason Eisenbeis** said having the designs already in hand will make it easier to find the funding for the project, wherever that funding may come from. "Instead of saying, 'Oh, I wish we had a plan and then we could apply for this grant,' now we have a plan. So, I really think it's the first piece of getting that funding," he said.

Mary Lovelace is a lifelong Festus resident and her family has had a business on Main Street in Festus since the 1930s. "I like the back areas with the creek back there, the revised parking, the greenspaces. All of that is going to completely change the way we use Main Street and how we access it," she said. Greg Camp is the Festus City Administrator. He said the improvements will be an incredible community asset. "You're building quality of life for your residents and people who come visit," he said. The streets that are the focus of the plans are Main Street, Bailey Road and Mississippi Avenue. The final plan for revitalizing the downtowns will be completed by June 30.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/71410-2/
May 10, 2022

Crystal City prepares for retail surge
Author: Jefferson County News

Things have been moving when it comes to filling vacant retail buildings in Crystal City. Most of the vacant spaces are owned by R.L. Jones Properties. Crystal City City **Administrator Jason Eisenbeis** says there is a lot of interest in spaces in the Twin City Mall. **Eisenbeis** says one of the businesses coming has been shared officially.

There are also talks going on with the property located on the opposite side of Truman Boulevard from the mall. It's the vacant lot where the previous Bandana's BBQ used to be located prior to a fire destroying the building nearly ten years ago.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-annexes-property-near-festus-airport/
April 4, 2022

Crystal City Annexes Property Near Festus Airport
Author: Jefferson County News

The City of Crystal City has annexed 53 acres of property located near the Festus Memorial Airport for future development. City Administrator **Jason Eisenbeis** says while there is nothing set as of now, it was a good move by the city council to approve it.

Last month, the Jefferson County Council voted in favor of committing over 7 million dollars for infrastructure costs to develop the land, which has been given the codename of "Redbird". This project could bring jobs to the county in the future when more details can be worked out.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/one-jefferson-county-municipality-has-internet-use-tax-pass-while-others-are-voted-down/
April 5, 2022

One Jefferson County Municipality has Internet Use Tax Pass While Others are Voted Down
Author: Jefferson County News

Several municipalities in Jefferson County had a local "use tax" for internet sales on Tuesday's election ballot. However, only one use tax measure passed and that was in Crystal City. City Administration **Jason Eisenbeis** says it's going to take some time before the city gets to use the money generated. Crystal City approved the measure by 51 percent.

In neighboring Festus, City Administrator Greg Camp says voters turned down the use tax by more than 56 percent. Voters in Arnold turned down the use tax with 75 percent of the vote, Byrnes Mill with 55 percent, De Soto with 58 percent, Herculaneum with 61 percent and Pevely with 60 percent of the vote.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-finalizing-next-budget/
March 24, 2022

Crystal City finalizing next budget
Author: Jefferson County News

The City of Crystal City is in the final stages of finalizing its next budget. City Administrator **Jason Eisenbeis** says the budget for the remainder of 2022 until this time in 2023 was not an easy process.

The 2022 to 2023 Crystal City city budget will be a little under 10 million dollars.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason M. Eisenbeis** is listed below.]

https://www.myleaderpaper.com/news/three-more-cities-will-ask-voters-to-ok-use-tax/article_0a143790-8ac4-11ec-a836-7ffb89f0aa8d.html
February 16, 2022

Three More Cities Will Ask Voters to OK Use Tax
Author: Kevin Carbery

Voters in De Soto, Herculaneum and Crystal City will be asked April 5 to approve use taxes, which would allow each of those cities to collect its sales tax for online purchases, like the cities do when people buy goods at brick-and-mortar retailers. Arnold, Byrnes Mill, Festus and Pevely also will ask voters in April to approve uses taxes in April. In most, if not all, of those cases, city leaders have contended that it's not fair to charge sales taxes at local businesses but not for online sales.

Missouri residents already pay state sales taxes of 4.225 percent on internet sales, but not all vendors collect it. State residents who buy more than $2,000 in untaxed goods and services are supposed to report that on their state income tax returns. A state law that goes into effect in January 2023 further requires businesses not based in Missouri to pay the state's sales taxes if they had more than $100,000 in business in the previous calendar year.

The internet sales taxes are commonly called "Wayfair" taxes, referring to a 2018 U.S. Supreme Court case, South Dakota vs. Wayfair Inc., which overturned a rule preventing states from taxing the sales of vendors who don't have a physical presence in that state. However, the new law applies only to state sales tax. Counties, cities and other entities that want to collect sales taxes must ask their voters to approve a "use tax" on internet purchases and other out-of-state sales that is equal to their sales tax rates. That's why the Jefferson County cities are asking their citizens to approve a use tax.

In all cases, a simple majority is needed for the proposal to pass. Each of the city's ballot measures will say about the same thing: "Shall the city impose a local use tax at the same rate as the total sales tax rate, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall be reduced or raised by the same actions?" Jefferson County and eight other cities asked voters to approve a use tax measure in August 2018, but only Kimmswick voters approved it.

Crystal City
The Crystal City Council agreed in December to place a use tax measure on the April ballot. The city's sales tax is 2.25 percent. Ward 2 Councilman Tony Becker said passage of the proposition would right a wrong. "I'm looking forward to correcting the situation that never should have gotten there in the first place," Becker said. "If this passes, it's not an additional tax. It just puts internet purchase taxes at the same rate as local in-person purchases."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

City Administrator **Jason Eisenbeis** said a local use tax is necessary because people's shopping habits are changing, with lots of people shopping online instead of at local businesses. "You cannot drive halfway across town without seeing some sort of delivery vehicle dropping off packages at someone's house," he said. "If we do not diversify the tax base to include internet sales, the sales tax on local businesses will necessarily have to increase in the future to cover expenses, or services will have to be cut. It's that simple."

Eisenbeis reported that a use tax would generate between $300,000 and $400,000, according to estimates from the state Department of Revenue and the Missouri Municipal League. Becker said that while the City Council has not yet designated what to do with funds generated from a use tax, he proposes using it "to improve roads, sidewalks and alleys."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.ksdk.com/article/news/local/jefferon-county-festus-crystal-city-development/63-a4e57ed5-b65e-4b3a-85fc-1ce048e686cb
January 28, 2022

Jefferson County's Twin Cities, Festus and Crystal City, Move Forward in Development Together
Author: Alex Fees

In Jefferson County, the twin cities – Festus and Crystal City – are seeking input from residents on how to make their core stronger, from city hall to city hall. The two towns have been awarded a $500,000 federal grant administered by the East-West Gateway Council of Governments for their plan titled "Main to Mississippi."

Festus City Administrator Greg Camp characterized the area in question. "It's really kind of three different pieces between Festus and Crystal City," Camp said. "There's the Festus Main Street part, and then it transitions into the Bailey Street corridor, which is part of Crystal City, and then it turns onto Mississippi, which is historic cobblestone in downtown Crystal City."

"We think this is a great way for the citizens to give their input on what they would like to see the downtown district look like, from city hall to city hall," Crystal City City Administrator **Jason Eisenbeis** said. "This is a chance for the public to come in over course of next five or six months, engage and tell us – blank slate – what do you want it to be?" Camp said.

Denny Foster owns Main and Mill, which is the name and the location of his Festus brewpub and restaurant. "We're coming out of the pandemic, or still in it, but we added more business on Main Street than we lost during that time," Foster said. "Currently, Main Street is thriving more than it has in the last 30 or 40 years, so this plan is coming at the right time. There's a lot of work that needs to be done to make this a vital part of, not only Festus and Crystal City and our county, but St. Louis as a whole." Camp said the initiative is not just about strategy, image and branding, but also, infrastructure. "The sidewalks need repairs," said Camp. "The storm waters need repairs. The parking needs to be addressed. So, there's infrastructure pieces that need to be talked about, as well."

Public input events will be held during the weeks of Feb. 1 and Feb. 15. They will focus on sections of the study area from Main Street in Festus to Mississippi Ave. in Crystal City. The sessions will be held at First Baptist Church, 107 N. Truman Blvd.

The sessions will be held on the following dates and times:
Tuesday, Feb. 1, 4-7 p.m. (Focus: Festus Main Street).
Wednesday, Feb. 2, 11 .a.m.-1 p.m. (Focus: Festus Main Street).
Thursday, Feb. 3, 4-7 p.m. (Focus: Main Street and Bailey Road).
Tuesday, Feb. 15, 4-7 p.m. (Focus: Bailey Road).
Wednesday, Feb. 16, 11 a.m.-1 p.m. (Focus: Bailey Road and Mississippi Avenue).
Thursday, Feb. 17, 4-7 p.m. (Focus: Mississippi Avenue to Main Street).

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.myleaderpaper.com/news/second-dollar-tree-store-coming-to-crystal-city/article_3d5e0090-4eec-11ec-8f62-075ca2460eb1.html
November 30, 2021

Second Dollar Tree Store Coming to Crystal City
Author: Kevin Carbery

A second Dollar Tree store is coming to Crystal City, city officials reported. In addition, there's a sign posted in a window of a building that used to house an Aldi's grocery store in northern Crystal City that proclaims, "Dollar Tree Coming Soon!"

Dollar Tree officials did not respond to requests for information. However, Crystal City Administrator **Jason Eisenbeis** confirmed that the company indicated it is moving into the building at 2300 Truman Blvd. "They had hopes of opening by Thanksgiving," **Eisenbeis** said. "However, I've heard they probably won't make that. I understand they are keeping the current location open, as well. "Obviously, we are happy to see things open up on the north end of town to better serve the citizens in that area."

Crystal City's original Dollar Tree is at 732 S. Truman Blvd., in the southern part of the city. Richard Cox, Crystal City building commissioner, said renovations are underway on the new Dollar Tree store. "We issued the permits on it and they're working on it," Cox said. Dollar Tree, a national chain, bills itself as a "discount variety store" on its website.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
September 30, 2021

Data shows county still growing, but not as rapidly as in past
By Steve Taylor

Jefferson County has grown by 8,006 people over the past 10 years, according to figures released by the U.S. Census Bureau after the federal count of the nation's population taken last year. The official 2020 figures show that 226,739 people live in the county, compared with 218,733 in 2010. That's a growth rate of 3.66 percent, which is modest compared with the double-digit percentage increases posted in the county every decade since the 1940 Census.

In 2010, the county grew by 10.4 percent. Much more dramatic increases were posted from 1950 to 1960 (74.6 percent) and from 1960 to 1970 (58.6 percent), when at 105,248, the county population topped six figures for the first time. Despite the more modest growth over the past decade, County Executive Dennis Gannon said he's happy with the increase. "We grew, not a lot, but we grew," Gannon said. "If you look at the five-county metro region, St. Louis city and county lost population. St. Charles County still is experiencing some (more rapid) growth, but Jefferson County is still growing. We're above average for our region."

The balance between people who live in the county's unincorporated area and those who live in one of the county's cities changed a little bit over the last 10 years. In 2010, 27.45 percent of the county's residents were city dwellers; that grew to 28.14 percent in 2020. "There has been some building in the incorporated areas over the last decade, and that's probably accounted for most of that," Gannon said. "Still, I'd say the difference is miniscule. I wouldn't be surprised if that gets flipped over the next 10 years, with a lot of new developments possible in unincorporated areas. I would guess that number goes back and forth through the years."

The Census figures also show that Jefferson County is growing more racially diverse, as 90.42 percent of respondents in the county identified themselves as white, compared with 95.4 percent in 2010. Those who identify as Black make up 1.03 percent of the county's population (2,344 people) while Asians comprise .82 percent (1,859 people). There are 14,445 people who identified themselves on the Census form as having two or more races, for 6.37 percent. "I really think that's significant," Gannon said of the racial diversification of the county. "I grew up and went to school in De Soto, which was racially integrated, so I never gave it much thought growing up. It was just how things were. But we want Jefferson County to be inviting to everybody. I think Jefferson County has qualities that are appealing to everyone. It's a wonderful place to raise a family."

Larger cities post gains, smaller towns losses
Of Jefferson County's eight cities with a population of 1,000 or more, seven posted gains from 2010 to 2020 – Arnold, Herculaneum, Hillsboro, Byrnes Mill, Pevely, De Soto and Festus. Crystal City, on the other hand, saw its population decrease by more than 120 residents. Six of the county's seven smaller municipalities – those with fewer than 1,000 people (and most of them significantly under that mark) – saw declines in population over the past 10 years –

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Kimmswick, Cedar Hill Lakes, Lake Tekikwitha, Olympian Village, Parkdale and Scotsdale each experienced population declines between 15 and 55 residents. The one exception was Peaceful Village, a relatively new city on Antire Road in High Ridge, which saw a significant increase over the past decade.

Neighboring cities, different stories
Crystal City, which lost 121 residents, slipped from 4,855 in 2010 to 4,734 in 2020. City Administrator **Jason Eisenbeis** said he hasn't yet seen final, official figures. "I've seen a figure that showed we were down by 100 to 150 people, but I kind of find that number hard to believe," he said. "While we haven't built a ton of new houses, some of our generational people who have been around forever have passed on and their houses have sold and new families have moved in. I believe the school district is up 40 to 50 kids, so I think that (Census) number might be a little skewed. We'll see when I get the final numbers from the Census."

At the other side of the spectrum is Herculaneum, which grew by 33.91 percent in population over the last 10 years, picking up 1,176 residents, both figures that outpace the county's other cities. "That's a little bit larger than we had thought, but I'm not really surprised," City Administrator Jim Kasten said. He pointed to two subdivisions in the western part of the city, Stonewater and Providence, as being main drivers of that growth. "We've been building at 50-plus homes a year, so over 10 years, that's 500 or 600 homes, which have two or three people. We're really pleased with it."

Kasten said he expects the growth to continue into the next decade. He said the Board of Aldermen approved a friendly annexation and rezoning for a KAB Construction development on McNutt School Road. Of the development's planned 200 homes, about 160 will be in the annexed area. "There's also homes in Stormwater, and they're planning a new phase of 30 or more homes. So we've still got more growth to come," he said. "Herculaneum is a great place to live. We've got a great playground (Kade's Playground) and park and several great school districts. We believe the next few years will be even better for us."

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.myleaderpaper.com/news/bank-donates-to-effort-to-build-new-hickey-white-park/article_b7061bce-1c71-11ec-aa7f-db58f7176a87.html
September 28, 2021

Bank Donates to Effort to Build New 'Hickey' White Park
Author: Kevin Carbery

It looks like the long-awaited replacement of the Darrell "Hickey" White Memorial Park in Crystal City has taken a step forward. Bloomsdale Bank recently donated $5,000 toward the project, which calls for a new park to be built on 2.22 acres along Little League Drive, south of the Twin City Little League ball fields in Ward 1.

Crystal City Administrator **Jason Eisenbeis** said the Bloomsdale Bank donation will help get the project rolling, but there's still a lot of planning and work to complete before the new park can become a reality. Last year the city set up a committee to begin planning for the project. Crystal City Mayor Tom Schilly said no construction start date has been set for the park. "We have no timetable in mind," he said. **Eisenbeis** said the city also doesn't have an estimate for how much the park will cost. He said the donation from Bloomsdale Bank will help, but more money needs to be raised. "We'll be trying for grants or (looking for) anybody who wants to do (work) of an in-kind nature," **Eisenbeis** said.

Ward 1 Councilwoman Mary Schaumburg said many features are being considered for the new park. "Basketball courts, a playground, a bike path," she said. "These are long-term goals. Picnic areas. Barbecue pits. "I know citizens of Ward 1 waited for this a long time. I hope everybody is patient with us, but it's happening." Doug Goodwin, Bloomsdale Bank vice president, presented the donation to Crystal City officials Sept. 13 at the site of the proposed park. "It's a great opportunity for the city, anytime you can get a new park for kids to play in," Goodwin said. "Being in the community – with our strong roots – we definitely want to help." Schilly said he appreciates the donation. "It's a step forward," he said. "(The new park) has been a long time coming."

In April 2014, city officials stopped maintaining the original "Hickey" White Park in Ward 1 on Crystal Avenue on the southern end of town, and the park was closed about a year later. At the time, city officials said the restrooms at the park were not compliant with federal Americans with Disabilities Act standards and the park often flooded. Efforts to replace the park have started and stopped more than once since then, but in July 2020 Crystal City received permission from the Twin City Levee Commission, which owns the property on Little League Drive, to allow the city to use at least part of an approximately 5-acre tract for a park.

Members of the Crystal City Park Board and the new park committee (consisting of city officials and residents) attended the gathering when Bloomsdale Bank presented the donation.
The old park was named after Darrell "Hickey" White, a Crystal City High School basketball player who died at 18 of a blood disease in 1977, shortly before he was to graduate.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/twin-cities-looking-to-improve-aging-infrastructure/
September 14, 2021

Twin Cities Looking to Improve Aging Infrastructure
Author: Jefferson County News

The cities of Festus and Crystal City are taking a closer look at their current infrastructure problems. Water and sewer lines, as well as stormwater problems, have bene an ongoing issue in certain areas of both cities.

Crystal City City Administrator **Jason Eisenbeis** says been a problem due to its age. **Eisenbeis** says there is now funding help from the federal government. Now that things are moving forward with the Great Streets program of East-West Gateway there could be some big plans coming in the next few years to replace certain areas across both Festus and Crystal City.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/twin-cities-looking-to-improve-aging-infrastructure/
August 6, 2021

Plans in the Works for Highway 61/67 Improvements
Author: Jefferson County News

Earlier this week, representatives with the Missouri Department of Transportation (MODOT) met with members of Crystal City, business owners, state legislators, and others to take a close look at the improvements needed along Highway 61-67. Crystal City City Administrator **Jason Eisenbeis** says the meeting went well, and everyone got a first-hand look at the issues on the roadway. **Eisenbeis** says traffic safety is a huge concern along that stretch of roadway.

The plans will be to both widen the roadway, and add a center turn lane from Brandon Wallace Way to 6th/8th Street in Crystal City. Construction work is scheduled to begin in March of 2023, and ending in the fall of 2023. You can view the project news by going to MODOT dot org.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.myleaderpaper.com/news/crystal-city-approves-more-than-209-000-in-paving-projects/article_cfa8267c-f089-11eb-be00-f35e576c6bbe.html
August 2, 2021

Crystal City Approves More Than $209,000 in Paving Projects
Author: Dylan White

A multitude of road improvements are in store for Crystal City. The Crystal City Council voted 7-0 June 28 to award a $209,096.82 contract to Dura-Seal Paving Contractor in Barnhart to repave numerous side streets in the city. Dura-Seal, which has done work for the city before, submitted the lowest of six bids for the work, Mayor Tom Schilly said. Streets to be repaved include Second, Third, Fourth, Fifth and Sixth streets, as well as Virginia and Lindsay avenues, City Administrator **Jason Eisenbeis** said. Schilly said the contract allows some lenience to add other streets if the funding is available. “When the bids came in, they were a little bit lower than what we anticipated, so we tried to put it in the ordinance that as long as it doesn’t go over the initial projected bids, there’s some other small streets or alleys that we could also pave,” he said.

Eisenbeis said the work tentatively is set to begin on Aug. 16 and is expected to be completed approximately two weeks after that. He said the project is part of regular annual road maintenance, and the expenses for the work are covered by the city’s budget. “This is not an STP (Surface Transportation Program) project, so there is no federal grant money being used for this project,” he said. “One hundred percent of this project is being funded from our local road tax fund.” Schilly said the project is part of the city’s effort to establish programs for regular upkeep of streets and other infrastructure. Ward 3 Councilwoman Taylor Massa and **Eisenbeis** were absent from the meeting.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-water-run-off-issues/
May 19, 2021

Crystal City water run off issues
Author: Jefferson County News

Crystal City is trying to fix a water issue that has been causing problems for some time. Crystal City City Administrator **Jason Eisenbeis** says there is believed to be a natural spring near Rose Lawn Memorial Gardens which continues to erode the intersection of Highway 61-67 and 11th Street.

Eisenbeis the problem got even worse a few years ago, which affected an area across 61-67. Jokerst Paving will begin working on that area along Lindsey later this spring or summer.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-still-playing-catch-up-on-damaged-streets/
May 17, 2021

Crystal City Still Playing Catch Up on Damaged Streets
Author: Jefferson County News

Crystal City is still hard at work fixing certain areas of roadways around town. Sections of Highway 61-67 recently saw the filling of several potholes, and other streets in the city have been worked on already.

Crystal City City Administrator **Jason Eisenbeis** says many streets took a hit after the winter weather finally broke. **Eisenbeis** says several streets have seen some patchwork and others are on the list. The work will also include some lane closures in and around the new public works facility on Mississippi Avenue.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/cities-dealing-with-pothole-issues/
March 18, 2021

Cities Dealing with Pothole Issues
Author: Jefferson County News

It's no surprise that potholes have become a problem all across the area on roadways. Both Festus and Crystal City have put in a lot of time filling them and with that comes temporary road closures.

Crystal City City Administrator **Jason Eisenbeis** says they have many numerous issues all across the city. Festus City Administrator Greg Camp says they have had several as well.

Eisenbeis says the problem is…the better material and mixture are not readily available. In the meantime, both Festus and Crystal City continue to do temporary patchwork around their cities.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/twin-city-administrators-meet-with-great-streets/
February 4, 2021

Twin City Administrators Meet with Great Streets
Author: Jefferson County News

Members of the Great Streets program which works in conjunction with East-West Gateway in the St. Louis region met with the city administrators of Festus and Crystal City on Tuesday to take a look at Festus Main Street, Bailey Road, and Mississippi Avenue. The Great Street program is a group that can be hired to come up with a plan on how to improve local streets and help with infrastructure and so on. Festus City Administrator Great Camp says they took a walking tour from city hall to city hall to show them the area.

Crystal City City Administrator **Jason Eisenbeis** says a study would be great, but in the end…is it possible to make improvements? The meeting was basically nothing more than a brief showing of the streets and what is located along the route. Nothing was signed or agreed upon but could be the beginnings of something later down the road.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/working-away-from-home-was-no-trouble-for-crystal-city-city-administrator/
January 22, 2021

Working Away from Home Was No Trouble for Crystal City City Administrator
Author: Jefferson County News

Crystal City City Administrator **Jason Eisenbeis** is back in the office after taking several weeks off and spent them with his son in Hawaii. While taking advantage of built up paid vacation, **Eisenbeis** says he was able to keep working away from the office thanks to some technology upgrades.

Eisenbeis says what he was able to get accomplished away from the office, didn't leave a large stack of things to take care of upon his return. **Eisenbeis** says aside from the normal day to day operations, the next large ticket item is preparing the budget which will be due at the end of March.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-purchasing-touchless-ticketing-system/
November 4, 2020

Crystal City purchasing touchless ticketing system
Author: Jefferson County News

The City of Crystal City is planning on purchasing some new equipment that will help keep its law enforcement staff safe from the Covid-19 pandemic. City Administrator **Jason Eisenbeis** says it's a touchless ticketing system to help avoid anyone from having to touch a paper ticket when an officer writes a ticket for a traffic offense or something else.

Eisenbeis says they have submitted the purchase information to the county for Cares Act reimbursement. They hope to have the equipment in place soon.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/highway-67-improvement-plans-in-crystal-city-on-hold/
September 24, 2020

Highway 67 Improvement Plans in Crystal City on Hold
Author: Jefferson County News

Several street improvement projects in the area have been delayed or simply pushed back due to the Covid-19 pandemic. Many of those projects concern MODOT as they have been handcuffed with moving projects along as they have been restricted from in-person meetings with groups. Because of this, the planning stages of adding a turn lane along Highway 67 through Crystal City, has been on hold for some time.

Crystal City City Administrator **Jason Eisenbeis** says MODOT needs to meet with the area property owners that will be affected by the changes. **Eisenbeis** says once the project gets the green light, it will include a lot of stormwater replacement, which is greatly needed. **Eisenbeis** was hopeful that the project could begin next year, but it may be pushed back to 2022. The idea was to widen Highway 67 and add a center turn lane to make the roadway safer for driving.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.mymoinfo.com/crystal-city-supports-police/
June 15, 2020

Crystal City supports police
Author: Jefferson County News

Jefferson County continues to show support for their first responders, especially their law enforcement. With the backlash against law enforcement following the death of George Floyd, many radicals are calling for defunding police departments all over the country. Crystal City City Administrator **Jason Eisenbeis** certainly doesn't agree with that.

Many local agencies asked the public for help with better funding for their departments, and nearly all of them were supported and passed in recent elections. Crystal City was one of the first to ask their residents to pass a proposition in 2015. However, since several other agencies passed similar propositions, the funding for Crystal City police had dipped below other departments. **Eisenbeis** says they are planning to increase their salaries.

Since Crystal City passed their proposition five years ago, the Jefferson County Sheriff's Office, and police departments in DeSoto, and Festus have received better funding through the passage of propositions. Recently, both Herculaneum and Byrnes Mill have passed sales tax increase measures to better fund their departments.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.firerescue1.com/fire-products/fire-apparatus/articles/city-may-increase-sales-tax-to-pay-for-fire-police-u7GissE9gyD3vAZp/
February 5, 2015

City may increase sales tax to pay for fire, police
If the tax goes into effect, city leaders want to replace an aging fire truck
Author: Unknown

City officials are asking residents to consider instituting a half-cent sales tax in order to pay for police and fire departments.

KMOV reported that the proposal, which will be on the April ballot, would generate about $400,000 for the city's fire and police departments' expenses. If the tax goes into effect, city leaders say one of the first things they want to do is replace an aging fire truck.

"Our current revenues have been pretty flat during the last five years and there isn't enough money to raise up the salaries or start putting money away toward a fire truck," said City Administrator **Jason Eisenbeis**.

City officials also say they are losing good police officers to neighboring communities that offer better pay. The election is April 7.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

St. Louis Post-Dispatch (MO)
January 4, 2015

Another court date looms for Crystal City Underground
Author/Byline: Leah Thorsen

The county contends that Crystal City Underground must follow its rules to hold events at the massive cave. The cave's owners disagree, saying that because it's below ground, it is governed by the state labor department's division of mine and cave safety and that the county's oversight extends only to what is above ground. And there doesn't appear to be a resolution in sight.

The 200-acre site, which is roughly the size of the Washington University campus and dates to the late 1880s, once provided sand to a glass factory. Ceilings as high as 40 feet tower above the floor that is at spots 300 feet below ground. Visitors can play disc golf and volleyball, as well as kayak, canoe and take barge tours on an underground lake.

Cave owners and the county have sparred for several years over zoning. But most recently, the disagreement has made its way to the county's municipal court, where the cave's owners face a Jan. 27 trial stemming from electronic dance parties held there this fall. The owners, Tom and Kathy Kerr, were cited Oct. 29 in the county's municipal court with two counts each on allegations that they conducted a special event without a permit and two other counts each for "conducting use" before the approval of a site development for parties held that month.

It will be the second such case to go to municipal court – a judge in August found Tom Kerr, president of Fiesta Corp., which owns the cave, guilty of operating the business without a permit and violating zoning laws in connection with an April party in which a woman fatally overdosed. Kerr was fined $500 but is appealing. His attorney, Bob Kister, could not be reached for comment. Kister has previously touted the economic benefits of cave events, which bring in visitors who patronize area hotels and restaurants. County officials declined to comment, citing ongoing court proceedings.

The Jefferson County Council in 2011 voted to allow Kerr to host events without permits as long as the events did not last longer than 72 hours and benefited a nonprofit organization. But in September of 2013, Kerr wrote a letter to the County Council indicating he'd had a change of heart about the nonprofit rule. Instead, he stated the cave should be under the purview of the state labor department's division of mine and cave safety.

Some of the events held at the cave say they benefit a nonprofit called "Jobs jobs jobs for jefferson county." The organization is registered with the secretary of state's office as a nonprofit, stating its purpose as "a civic organization and fraternal club with a paid membership to operate a social building and lodge to attract new business and create new jobs, jobs, jobs in Jefferson County." Kerr is listed as its registered agent.

How much money the group has raised or how that money was used was not available. The only posts on a Facebook page for the group are pictures of the Kentucky Exposition Center with a

caption that it generates millions of dollars a year in revenue and employs about 1,700 people. It says "we at jobs jobs jobs for jefferson county are working to bring a facility six times the size" to Jefferson County. "We are not operating as a commercial entity for profit. Proceeds benefit nonprofits," Tom Kerr wrote to Dennis Kehm Jr., Jefferson County's assistant director of county services and code enforcement, in a letter dated Sept. 12, 2012.

Future plans for the cave remain unclear.
The Jefferson County Council in September 2011 approved a revised development plan for the complex to add a natural history museum – but it appears plans for that project have been nixed.

At a council meeting about four months ago, Kathy Kerr said, "We love Jefferson County. All we want to do is help out Jefferson County and we are helping out, hopefully, a lot of the not-for-profits that are here." She also complained the cave owners had gone to Crystal City, which is the closest town to the cave, for "help with water and sewer but that they had been ignored.

Jason Eisenbeis, city administrator of Crystal City, said it had no pending applications for those services to the cave. "It is cost-prohibitive for us to provide them with water and sewer," he said, saying it would require boring under a creek and through rock.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://fox2now.com/news/crystal-city-homeowners-fed-up-with-raw-sewage/
June 19, 2013

Crystal City Homeowners Fed Up With Raw Sewage
Author: Jeff Bernthal

Jim Laiben compares the odor around his back yard to what an outdoor bathroom would smell like. He shared with us home video that shows sewer water backing up out of a manhole and running onto his property. He lives near the Crystal City VFW. Laiben says the problem started in February.

City leaders say they are aware of the problem and are working to fix it. They blame flood waters, pointing out that the sewage plant has treated more than 4 times the normal amount of water on some days. Laiben doesn`t buy it. He`s lived on the property for more than 50 years and says even during the big flood of 1993, he never saw a sewage backup like the one he sees now. “I just want this problem corrected,” he said. “I`m 84 years old and I don`t think I should have to put up with this.”

City leaders say they plan on raising the manhole covers and inspecting the lines once water levels drop. Laiben worries about any health problems the sewer water might pose and says he can`t even sit outside at night. “It`s tough to put up with.”

Here is the information Crystal City has provided about the problem:

We have received numerous calls concerning the bubbling of ‘raw sewage’ from a manhole at County Rd. and VFW Dr. As a matter of record, the Sewage Treatment Plant typically treats 1.4 million gallons per day, with the infiltration issues due to flooding they have been treating as much as 6 million gallons per day. The Treatment Plant is a joint venture between the Cities of Festus and Crystal City, the infiltration is not just a Crystal City issue. We have contacted the Department of Natural Resources and filed the proper reports, DNR representatives have also visited the site. We have flushed the lines as well as sent our remote camera through the lines and found that there is no blockage of any mains in the area, the bubbling is occurring due to the flood waters infiltrating several manholes and backing up throughout the system. As the flood waters subside the bubbling has stopped. Once the flood waters completely subside and the system becomes accessible we will address these issues by raising the manholes and taking any other actions necessary to try and prevent this from happening in the future. As flood levels are unpredictable issues like this are not 100% preventable; however, we will continue to do our best to ensure we treat these concerns and any concerns with priority. Please be assured that the City takes these matters very serious. We sincerely hope this helps address any rumors or concerns you may have and as always we encourage you to call City Hall @ 937-4614 with any concerns you have.

Thank you.
Jason M. Eisenbeis, MBA
City Administrator

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

Leader
March 21, 2013

Ballot Issue: Crystal City
Peggy Scott

Shall the City of Crystal City, Missouri, impose a local use tax at the same rate as the total local sales tax, currently at a rate of one and seventy-five one-hundredths percent (1.75%), provided that if the local sales tax is repealed, reduced or raised by voter approval, the local use tax shall also be repealed, reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed Two Thousand and 00/100 Dollars ($2,000.00) in any calendar year. Voters in Crystal City will be asked to pass a ballot measure April 2 that would authorize a sales tax when residents buy vehicles out of state and then register them in Missouri.

Until March 2012, all Missouri residents were charged the local sales tax on such purchases. However, earlier that year, the Missouri Supreme Court determined that it was unconstitutional for Missouri residents to be charged local sales tax on vehicles bought out of state unless residents approved a "use tax." Many Missouri entities have approved a use tax, but Crystal City has not. The state continues to charge its 4.225 percent sales tax in such cases, but cities, counties and other taxing districts could not collect their taxes. They do, however, collect the sales tax on purchases made in Missouri.

The Crystal City Council voted Jan. 14 to ask voters to allow the city to impose a 1.75 percent use tax on an out-of-state purchase of more than $2,000. The measure requires a simple majority to pass and would apply to new merchandise only. City Administrator **Jason Eisenbeis** estimated that his city stands to lose about $20,000 a year by not collecting the tax. A Crystal City resident who buys a new car priced at $25,000 in Illinois would pay $437.50 in taxes to the city if the use tax is approved. "This (the measure) would close a loophole," **Eisenbeis** said. "(The lack of a use tax) hurts our local dealers, taking business away from these guys." He said something that hurts local business ends up hurting the whole community.

Festus has placed a similar measure on the April 2 ballot. Two public workshops have been scheduled for residents who want to learn more. The workshops will be held at 7 p.m. tonight (March 21), at Festus City Hall, 711 W. Main St., and at 7 p.m. Tuesday, March 26, at Crystal City Hall, 130 Mississippi Ave.

https://www.ksdk.com/article/money/bill-adding-up-for-pevely-taxpayers-over-lingerie-store-court-battle/63-308774113
January 8, 2013

Bill Adding Up for Pevely Taxpayers Over Lingerie Store Court Battle
Author: Alex Fees

A local battle over decency has ended in Pevely with a lingerie store winning a federal court case to open a retail outlet here. Pure Pleasure Boutique is located just off Interstate 55. Attorney Bob Kister represents the owners of the store locally. "What they were planning to do in Pevely, a new concept, was have a store that sold lingerie, marital aids, lubricants, things of that nature," Kister said. "But not have any pornography; nothing that would be embarrassing, such that women wouldn't want to go into the store, things like that."

In late December, Kister said a federal court decided in favor of Pure Pleasure Boutique. "The store actually opened in 2010," said Kister. "They've been there but without any signage, without water or sewer hooked up to the building. And unable to get building permits to complete about four-fifths of the square footage of the store." Kister said the court ruling came December 21. "The court ruled completely in our favor because the Constitution prohibits any government entity from denying First Amendment rights. My clients have been in full compliance with all of the city's ordinances from the outset and although we sell lingerie and marital aids and so forth, under state law they are not what they state statutes describe as a sexually-oriented business. And therefore the city's efforts to regulate the store as a sexually-oriented business were off-base."

Now comes the penalty phase of the court proceeding. "So the attorney fees will be a big part of it and we have a store accountant working on getting us some figures on what the damages are," said Kister. "It's what the store would have been able to take in if it had proper signage and licensing." Kister said the court has also ordered that Pevely violated the store owners' civil rights, entitling them to recover their attorney fees. Kister said his office has billed about $28,000. Kister said a Constitutional law attorney out of Florida has billed more than $40,000. Then there's the question of damages. "It's been 2 years that the store has not been making that much compared to other, comparable stores that are being looked at. I'm sure that's going to run into many thousands of dollars."

Tens of thousands? Hundreds of thousands? "I would expect tens," said Kister. Kister said city officials were concerned because of the other stores his clients operate. But he says they needed to consider what's being sold in the store located within their city limits. "The other stores are called Megacenters and there's one in North Broadway in St. Louis, there's one in Fairview Heights in Illinois, and they sell some racier things." He said some of the merchandise in those stores would be considered pornographic under state statutes. "And sexy is not the same as sex," he added. NewsChannel 5 contacted Pevely Mayor John Knobloch and City Administrator **Jason Eisenbeis** regarding this story. Neither returned a voicemail.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://crystalcitymo.org/administration.html
2013

Greetings and thank you for visiting the City of Crystal City's web-site

I would like to take this time to introduce myself. My name is **Jason Eisenbeis** and I am the City Administrator for the City of Crystal City. Born and raised in the Twin City Area, I graduated from Festus High School in 1992. I bought my first house and moved to Crystal City in 1997 and immediately fell in love with this small, close-knit community.

In 2000, I began my service to this community by being elected to the City Council where I have served as Chairman of the Water Department, Chairman of the Police Department, a term as Mayor Pro-tem as well as volunteered for numerous other civic and community organizations. I earned my Bachelor's Degree in Human Resource Management in 2010 graduating with honors and completed my MBA with an emphasis in Public Administration in 2012 also graduating with honors, both from Concordia University.

I am extremely humbled and honored to be chosen to serve the citizens of Crystal City, the town I love and call home. Please feel free to stop by City Hall anytime. Get to know your town and make a difference…..volunteer!

Duties of the City Administrator:
Responsible for the general supervision, administration, and management of the City
Designated as the Public Works Director
Recommends to the Board all hiring, salary, duties, and dismissal of city employees, based upon the rules and procedures set out by ordinance and resolution
Ultimately responsible for the preparation and submission to the Board of Aldermen of an annual operating budget
Chief grant officer of the City and shall coordinate, assist in the preparation of, and actively seek out such state and federal aid programs that will benefit the City
Planning Director for the City, responsible for subdivision review, staff representative at
Planning & Zoning meetings, and coordination of services for future land use
Works directly with the Mayor and Board of Aldermen, providing technical assistance and recommendations and supervises/directs the day-to-day operations of the City
Directly supervises the Public Works Departments, Code Enforcement, and Administrative Staff

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

https://www.emissourian.com/news/state/adult-store-wins-suit-against-pevely-mo/article_09922a0c-5112-11e2-b5db-001a4bcf887a.html
December 28, 2012

Adult Store Wins Suit Against Pevely, Mo.
Author: Unknown

A federal judge has ordered a Missouri town to grant a business license and stop other efforts aimed at keeping an adult-themed store from operating. Pevely is a town of 5,500 residents about 35 miles south of St. Louis. For two years the city has denied a business license, building permit, even use of water and sewer to Pure Pleasure Boutique, but the store opened anyway. The Florida owners of the store filed suit in January 2011.

In a ruling issued Wednesday, U.S. District Judge Henry Edward Autry said the city cannot enact an ordinance motivated by the desire to suppress First Amendment rights. City Administrator **Jason Eisenbeis** called the ruling disappointing and says officials will meet soon to discuss how to proceed.

https://www.columbiamissourian.com/news/st-louis-area-town-to-drop-fluoride-from-water-supply/article_b740c4fb-b23d-5e0c-80d5-4f2367b843c5.html
June 13, 2012

St. Louis-Area Town to Drop Fluoride
Author: The Associated Press

Times are so hard for the St. Louis-area town of Pevely that the community hopes to save money by no longer topping up its public water with fluoride, which occurs naturally in the area's supply. Dentists and the Jefferson County Health Department are protesting the decision, which the St. Louis Post-Dispatch (http://bit.ly/Lu6gZ7) reported Monday could save Pevely $8,000 to $10,000 a year. County health director Dennis Diehl worries that families who can't afford fluoride products will suffer tooth decay. While fluoride occurs naturally in most water sources, he said, it's usually not at an optimal level. "By fluoridating the public water system, everyone gets the benefit of that protection," Diehl said.

Cash-strapped Pevely, a town of about 5,400 residents, ran out of fluoride to add to its water supply at the end of May and hasn't bought any since. Nearly three-fourths of the U.S. population receives a fluoridated public water supply. The American Dental Association says community water fluoridation is the most effective public health measure to prevent tooth decay. The Centers for Disease Control and Prevention says adding fluoride to public drinking water is among the greatest public health achievements of the 20th century. But recent studies indicate more fluoride may not be better. The U.S. Department of Health and Human Services last year proposed changing the recommended fluoride level to 0.7 milligrams per liter of water. The standard set in 1962 provided a range of 0.7 to 1.2 milligrams per liter.

The change came in reaction to streaks and spotting on teeth caused by too much fluoride, which is also added to toothpaste and mouthwash. Some children also take fluoride supplements. St. Louis cut the amount of fluoride it adds to its water supply last year, said Curt Skouby, the city's water commissioner. The city spends about $150,000 a year fluoridating its water. Fluoride occurs naturally in St. Louis' raw water at around 0.3 to 0.4 milligrams per liter. The city used to boost that to 1 milligram, but last year dropped that to 0.6 milligrams. The chemical compound occurs naturally in Pevely's water at about the same rate, said Pevely water department supervisor Keith Ogle said. He said the city had been at the 1 milligram mark as well.

Jean Hagan, a dentist in Crystal City, near Pevely, lobbied the town to keep fluoridating its water. She said she can tell immediately if a patient has fluoridated water. "It's night and day," she said of their tooth condition. Pevely has had to make other budget cuts, too: A police officer who retired in April wasn't replaced, and the town doesn't plan to replace two public works employees who are leaving. Plans were even cancelled for Pevely Days, a festival traditionally held in August. City Administrator **Jason Eisenbeis** said he has received no complaints about dropping fluoride from the water supply, although he hopes financial conditions improve and fluoridation can restart. Diehl expects the decision to prove costly for residents in the long run. "It's certainly going to cost people money in the long run," he said. "Either to buy fluoride products or unfortunately to care for the extra dental care they're going to need."

https://www.dailymail.co.uk/news/article-2077764/Small-town-refuses-turn-water-sex-shop-customers-flowing-in.html
December 22, 2011

Small Town Refuses to Turn on Water to Sex Shop but Customers Keep Flowing In
Author: Michael Zennie

Pevely residents said they didn't want a massive new sex toy shop on the outskirts of their small Missouri town. The owner opened Pure Pleasure Boutique anyway. So the city of 5,500 cut off water to the store and is hoping business will dry up. But sex shop kingpin Don Kleinhans responded by suing the town, saying it's his constitutional right to open a sex shop wherever he pleases. Local officials say the business, which caters to traffic on nearby Interstate 55, violates the town's zoning laws and is operating without a license. But Mr. Kleinhans has refused to shut his doors, so the town cut off the only resource it could -- the water. Mr. Kleinhans, who owns five large sex shops throughout Missouri, installed portable toilets and said customers are still visiting his store.

'They were issued summons for almost a year on a daily basis,' City Administrator **Jason Eisenbeis** told CBS St. Louis. 'We're spinning our wheels here.' Town aldermen voted unanimously this week to deny Mr. Kleinhans certification to run his store in town. But Mr. Klienhans says his store is a 'novelty shop' -- not a sex store. According to the St. Lois Post-Dispatch, the store carries sex toys, sex swings, racy lingerie and lubricating oils and jails.

The difference, Mr. Kleinhans contends, is that Pure Pleasure does not carry pornography. A town meeting last week drew 35 people who vocally opposed the sex shop. For them, it didn't matter whether Pure Pleasure carried pornography or not, according to the Post-Dispatch. 'I don't want to be known as the Pure Pleasure exit on the interstate,' resident Elise Moloney said. The city aldermen voted on the issue after a federal judge ordered them to consider Mr. Klienhans' business license as a result of a lawsuit the businessman filed. A second lawsuit challenges the state's definition of a 'sex shop.'

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

St. Louis Post-Dispatch (MO)
March 21, 2008

Crystal City election may affect smelter's fate
Author/Byline: Robert Kelly

The April 8 election to fill four City Council seats is in no small part a referendum on a controversial proposal to build an iron-ore smelter here. One slate of three candidates is adamant in opposition to the smelter proposed on the site of the old PPG Industries glass plant. If they win, opponents will make up a majority of the eight-person council.

The pro-smelter candidates are worried that a new council majority might try to invalidate a lease agreement that the council signed last year with Wings Enterprises Inc. of Sullivan, Mo., to build and operate the smelter in Crystal City, a town of 4,300 people about 35 miles south of St. Louis. Any attempt to void the contract "could lead to some severe legal problems," said Councilman Richard Mead, a smelter supporter who is running against smelter opponent Terry Laburay in the Ward 4 race. "We have a signed, legal lease agreement with Wings Enterprises," Mead said. "If they tried to overturn it, it could lead to a civil suit." He said that trying to defend against such a suit could bankrupt Crystal City. But Laburay and other smelter opponents running for council seats say they believe the agreement with Wings might have enough legal problems that a judge could toss it out. They contend that the current council negotiated the agreement last year with too much secrecy, too few facts and too little regard for the damage to the local environment that a smelter could cause. "One of the big things I'm concerned about is that everything's been done in secrecy," Laburay said. "I don't know what the real facts are. And I hope to find out if there's anything that can be done" to stop the smelter or at least ensure that it won't produce hazardous levels of air, ground or noise pollution, she added. Similar sentiments are voiced by the candidates in Ward 2 and Ward 3.

Incumbent Peggy Brown-Lemme, a smelter supporter, is running against smelter opponent Dan Portell in Ward 2. Brown-Lemme said she believed that only a vocal minority of Crystal City residents opposed a smelter and the jobs it would bring to the community. She said she had talked with many smelter supporters who don't think a smelter would seriously pollute the environment and who would welcome the new jobs. "They are just not as loud as the (smelter) opponents," Brown-Lemme said. "They know we need industry." She also said she believed the U.S. Environmental Protection Agency and the Missouri Department of Natural Resources would require the smelter to operate safely and efficiently, and with only minor output of pollutants. (The owner of Wings Enterprises, James Kennedy, has not yet applied yet for EPA and DNR permits.)

Portell said that the residents he'd spoken with overwhelmingly opposed the project. He said he was unsure if electing more smelter opponents could stop the project, but that he wanted to explore all such possibilities. He said he didn't think the current council was listening to public opposition to the project.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

In Ward 3, incumbent Dick Perry, a smelter supporter, decided not to seek re-election. But candidate **Jason Eisenbeis**, a former councilman, said he was running again as a supporter of the project. "I don't like the city getting the bashing that it's been getting" from smelter opponents, **Eisenbeis** said. "I try to keep an open mind about the project, and Crystal City needs jobs," he said.

His opponent for the council seat, Debbie McKenna, strongly opposes the smelter plan. "I would love to see industry in our little city - but not the smelter," McKenna said. The race has spurred more controversy because a Jefferson County labor organization is endorsing the four candidates who oppose the smelter: Portell, McKenna, Laburay and incumbent Della Selmon, who is unopposed in Ward 1.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

St. Louis Post-Dispatch (MO)
March 31, 2005

CRYSTAL CITY
Author: Unknown

Jason Eisenbeis Incumbent: No Age: 30 Occupation: Auto worker, DaimlerChrysler Political experience: Councilman Ward 3, 2000-02.

What are your priorities?

1. Now that we have regained access to our downtown business district via a new bridge, we must continue to seek additional grant money to further the beautification of our downtown business district.

2. With our new levee nearing completion and flooding no longer an issue, it is imperative that we focus on attracting new businesses to the city that can increase our tax revenue. There is no reason why businesses such as McDonalds and Walgreens should ever leave our community, but when they do, we must have other tax-generating entities poised to fill those locations.

3. If we wish to remain an independent city and maintain our uniqueness (i.e. independent water, trash, police and fire department) we must provide incentives to those who make those things happen. City employees should be compensated on a level consistent with their dedication and hard work. Why are you qualified? I believe that in my prior service to this city I have exemplified hard work, dedication and youthful enthusiasm in fostering progress. Most importantly, I pioneered the idea of bringing our city business license tax up to date, which was voted on and adopted overwhelmingly. In the fiscal year 2001-2002, the city collected $12,285 in business license fees. In 2002-2003, the first year that this ordinance was implemented, the city collected $67,761 in business license fees. In our most recent year, 2004-2005, the city collected $76,120. From the time this ordinance was implemented in 2002, that is an additional $141,660 in estimated revenue for the city over the past three years. This is a good example of how we must continue to regularly review our ordinances to assure that they are attuned to the world that we live in today.

Internet – Newspaper Archives Searches
Jason Michael Eisenbeis
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason M. Eisenbeis** is listed below.]

St. Louis Post-Dispatch (MO)
April 17, 2000

CRYSTAL CITY ALLOWS STREET DEPARTMENT TO BUY MILLING MACHINE AND NEW GARAGE DOOR
Author/Byline: Lee Khorll

* Witnessed the oaths of office administered by City Clerk Debbie Johns and taken by the four councilmen elected on April 4. New to the council are … **Jason Eisenbeis**, 3rd Ward.

Completed by: Amanda Dillabough
Colin Baenziger & Associates

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING

Section 6

Jason R. Goldstein

Juno Beach Town Manager Candidate Report

Section 6

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Cover Letter and Resume

JASON R. GOLDSTEIN, MPA, CPM

Alexandria, VA • (917) 544-7130

goldstein.r.jason@gmail.com • LinkedIn Profile

May 5, 2026

Colin Baenziger & Associates
2055 S Atlantic Avenue
Daytona Beach Shores, FL 32118

Dear Colin Baenziger & Associates:

Since my wife and I are seeking to relocate to the Northern Palm Beach County area, we were very excited to learn about the available Juno Beach Town Manager position. I believe my 20 years of relevant executive management experience in the public sector, including municipal government, will provide the high-quality service needed to support the Town Council and the residents it serves.

I currently serve as the Assistant Village Manager/Chief Innovation Officer at the Village of Friendship Heights in Chevy Chase, Maryland, where I manage the parks, planning and development, emergency management, citizen engagement, and information technology departments. I also oversee budget preparation, lead community and economic development initiatives, streamline relations with council members, coordinate council meetings, and guide external engagement campaigns.

In addition, I have spearheaded major improvements in technology and communications applications, developed staff through training programs, retreats, and quarterly reviews, and designed robust government relations and community engagement strategies. I am currently leading the 2026–2030 strategic planning process while continuing to submit policy recommendations to the council and provide consistent budget oversight.

I have also advanced policies through effective coalition building, negotiated agreements, developed public-private partnerships, and created impactful messaging for internal and external stakeholders. These efforts required sound political judgment, a strong understanding of legislative and regulatory processes, and the application of excellent analytical, negotiation, and organizational skills. Throughout my career, I have maintained an unwavering commitment to ethics, transparency, and integrity.

I am confident that my qualifications, including a Master of Public Administration from New York University and a Certified Public Manager designation, will allow me to make significant contributions to Juno Beach's ongoing success. Please find my resume attached. Thank you very much for your time and consideration. I look forward to hearing from you.

Sincerely,



Jason R. Goldstein

JASON R. GOLDSTEIN, MPA, CPM

Alexandria, VA • (917) 544-7130
goldstein.r.jason@gmail.com • LinkedIn Profile

EXECUTIVE SUMMARY & SKILLS

Experienced public sector executive with expertise in local government administration, strategic planning, fiscal management, and community engagement. Proven ability to lead complex municipal operations, develop sustainable infrastructure strategies, and strengthen relationships between elected officials, staff, and citizens. Background includes municipal leadership, international public administration, and organizational management, overseeing budgets up to $50 million and teams of 175 staff. Adept at building collaborative organizations, improving service delivery, and advancing transparent governance within the Council-Manager form of government. Committed to responsible growth, fiscally sustainable infrastructure investment, and the principles of community-centered development and long-term municipal resiliency.

- ✓ Strategic Planning
- ✓ Public Works/Infrastructure
- ✓ Community Engagement
- ✓ Public Communications
- ✓ Municipal Administration
- ✓ Council Relations
- ✓ Operational Leadership
- ✓ Emergency Management
- ✓ Operating/Capital Budgets
- ✓ Policy Planning
- ✓ Intergovernmental Relations
- ✓ Grants & External Funding

RELEVANT LOCAL GOVERNMENT EXPERIENCE

6/2022 – Present **VILLAGE OF FRIENDSHIP HEIGHTS,** Chevy Chase, MD
Assistant Village Manager/Chief Innovation Officer

Friendship Heights is a village located in Chevy Chase, Maryland, just two blocks outside of Washington, DC. Founded in 1918, the Village has a population of 5,400 and is located in Montgomery County, Maryland.

Duties and responsibilities:

- Oversee planning, programs, operations, and staffing involving the following departments: planning and development, parks, emergency management, citizen engagement, and information technology.
- Lead developer of the village's 2026-2030 strategic planning initiative.
- Spearhead an infrastructure development program to maintain the roads, sidewalks, parks, and buildings.
- Contribute to operating and capital budget planning, enforce fiscal policies for village operations, and identify cost savings and operational efficiencies.
- Develop and manage robust government relations and community engagement plans.
- Collaborate with landowners, developers, and manage economic development and commercial projects.
- Participate in negotiations with public and private sector entities regarding economic and infrastructure development, as well as service contracts.
- Coordinate council and committee meetings, documentation, and related activities.
- Communicate with citizens and citizens' groups to address inquiries and gather support for village programs.
- Research and report on county, state, and federal policies and regulations that might impact the village.
- Design community surveys to better assess the needs, concerns, and opinions of residents.
- Prepare reports on department activities, monitor compliance with service agreements, and ensure adherence to laws and regulations.
- Craft significant enhancements to technology and communications applications.
- Advance staff through trainings, retreats, and quarterly reviews.
- Submit policy recommendations to the council, council committees, and the mayor.

Key Accomplishments:

- Based on my proposal, the village was admitted into the Maryland Department of Information Technology's cybersecurity assessment and remediation free pilot program, ultimately saving the village at least $50,000.
- Revised communications plan resulting in a year-over-year 50% increase in website traffic, a 22% increase in council meeting attendees, and a 17% increase in program attendees.
- Implemented a new online activity and program registration system with payment processing.

JASON R. GOLDSTEIN • (917) 544-7130 • goldstein.r.jason@gmail.com

OTHER PROFESSIONAL EXPERIENCE

11/2008 – 03/2022 **UNITED NATIONS,** New York, NY, Bangkok, Thailand, Rome, Italy
Senior Program Manager

Served five UN agencies across six continents. Managed large programs with budgets ranging from $500,000 to $25 million, and supervised staff ranging from eight to 50. Decided to leave the UN due to its misguided direction and lack of observable local impact. The decision was made to pivot career into local government.

Duties and responsibilities:

- Developed and managed operations and policy programs, including several departments, staff, budgets, planning, stakeholder engagement, and reporting.
- Enhanced organizational mission by developing effective strategic planning initiatives.
- Advised senior management on policy planning, project creation, communications, and staffing.
- Engaged with numerous high-level international government officials, CEOs, and directors from UN agencies to strengthen local, regional, and national public policies.
- Media representation of various UN agencies, including appearances on television and radio, interviews with the print media, and the preparation of press releases.

Key Accomplishments:

- Crafted a stakeholder engagement campaign that led to a 45% increase in countries participating in projects.
- Increased donor contributions by 27% via an innovative two-year resource mobilization strategy.

04/2000 – 09/2008 **MAXIMUS MANAGEMENT ENTERPRISES, LLC,** Lutz, FL, Bangkok, Thailand
Founder and Managing Director

Started boutique consulting company offering international organizations cost-effective solutions concerning project management, training, strategic planning, change management, and communications. Managed up to 85 FTE and international consultants.

Duties and responsibilities:

- Directed the day-to-day operations of several international projects, with budgets ranging between $500,000 and $50,000,000 concerning various project management initiatives.
- Spearheaded change management, strategic planning, workflows, risk management, and compliance measures by implementing effective management practices.
- Structured client relationship management processes that resulted in consistent growth.

Key Accomplishments:

- Created an international consulting company with an initial year-over-year growth rate of 28%.
- Led the transformation of internal administrative processes and cost-cutting measures that resulted in an ROI increase of 11% from the previous year.

EDUCATION

NEW YORK UNIVERSITY, Robert F. Wagner Graduate School of Public Service, Master of Public Administration, Public Policy, New York, NY

UNIVERSITY OF MASSACHUSETTS, College of Natural Sciences, Bachelor of Arts, Administration, Psychology/Political Science, Amherst, MA

THE LONDON SCHOOL OF ECONOMICS & POLITICAL SCIENCE, International Programs, Diploma for Graduates, International Development, London, UK

UNIVERSITY OF BALTIMORE, Schaefer Center for Public Policy, Certified Public Manager, Baltimore, MD

JASON R. GOLDSTEIN • (917) 544-7130 • goldstein.r.jason@gmail.com

CERTIFICATION & SKILLS

CERTIFICATION: Certified Public Manager, National Certified Public Manager® Consortium

SOFTWARE: Windows 11, Office 365, macOS, Azure, Google Workspace, WordPress, Canva, Trello, Slack, Flywheel, Mailchimp, Oracle NetSuite OpenAir, Salesforce, ADP Workforce, Adobe Acrobat, Nuance, GoToMeeting, Zoom

LANGUAGES: English (native), Spanish (CEFR B2), Thai (CEFR A2)

AFFILIATIONS

- International City/County Management Association
- Maryland Municipal League
- Maryland Certified Public Manager Association
- Maryland City/County Management Association
- American Academy of Certified Public Managers
- American Society for Public Administration
- Association for Public Policy Analysis and Management

Section 6

Candidate Introduction

Section 6

JASON GOLDSTEIN

EDUCATION

Master of Public Administration, Public Management/Public Policy, New York University, New York, NY
Bachelor of Arts, Psychology/Political Science, University of Massachusetts, Amherst, MA
Diploma, International Development, London School of Economics and Political Science, London, UK
Certified Public Manager, University of Baltimore, Baltimore, MD

EXPERIENCE

Assistant Village Manager/Chief Innovation Officer, Village of Friendship Heights, Chevy Chase, MD	2022 – present
Senior Program Manager, United Nations, Bangkok/Rome/New York	2008 – 2022
Founder and Managing Director, Maximus Management Enterprises, Las Vegas, NV/Lutz, FL	2000 – 2008
Long Island Regional Representative, U.S. Senator Charles Schumer, Melville, NY	1999 – 2000
Graduate Fellow, New York State Assembly, Albany NY	1999 – 1999

BACKGROUND

The Village of Friendship Heights, founded in 1914, is a one-square-mile mini-metropolis located one block outside Washington, DC, containing restaurants, medical offices, stores, cafes, and three beautiful parks. The 5,400 residents come from different cities and nations, and a large portion work for the federal government, embassies, consulates, law firms, and financial institutions. The village is also composed of a large retiree population. In fact, the village has been classified as a Naturally Occurring Retirement Community (NORC). This hyper-developed area has a population density of 90,848 per square mile, which is the highest population density of any incorporated or census-designated place in the United States.

Based on these unique characteristics, the village requires a distinct style of management from its staff of 15 (five report directly to me) that successfully supports the seven-member council while simultaneously offering relevant programs and customized activities for its active residents. The village can achieve all of this by operating with a General Fund budget of $2,881,093 and a total budget of $4,525,178. The Capital Budget for FY2026 is $1,450,000.

The three most important issues facing the village are the following:

1. **Public safety.** Due to our proximity to Washington, DC, many individuals know they can commit a crime in our area and then flee one block to DC, where our local police cannot pursue. Unfortunately, we've never had a dedicated police department. We've always

relied upon the Montgomery County Police Department to serve our area. However, due to their staffing shortages, MCPD would designate only one patrol car for an 18-square-mile radius within our entire area, encompassing several towns. I proposed to the council that the village hire off-duty MCPD uniformed officers in marked cars to patrol our area. Initially, the majority of the council did want a police presence in the village for various reasons. But after repeated crimes were being committed, some violent, the community diligently expressed their desire for the council to hire the off-duty police officers. We quickly noticed a decrease in criminal activity, and residents were very pleased with the police presence.

2. **Develop a comprehensive traffic calming and pedestrian safety plan.** Due to our urban setting, the village has experienced numerous pedestrian safety incidents. We have several busy intersections where motorists repeatedly violate all posted traffic signs. Therefore, it was my recommendation to the council to conduct a comprehensive traffic calming and pedestrian safety plan to address this important public safety issue. We are planning to put out a bid for a consultant to perform the work and come back to us with recommendations.

3. **Development of the GEICO property.** For the past 65 years, GEICO's corporate headquarters have been located across the street from the village, just outside our boundary. We learned that GEICO will relocate to a smaller facility in Bethesda. Since the county is experiencing a major housing shortage, it will undoubtedly seek to build significant housing on the 26-acre campus. Furthermore, the county is developing a new Friendship Heights Sector Plan for the area. Every surrounding local government, including the Village of Friendship Heights, will be deeply impacted by the new Sector Plan and what the county proposes for the property.

GENERAL, MANAGEMENT STYLE AND EXPERIENCE

I am interested in the Juno Beach Town Manager position because of its impressive history of maintaining a high quality of life for its residents and visitors. As a former Floridian who has visited Juno Beach on numerous occasions, I am very familiar with how the town successfully promotes community engagement, resilience, public safety, parks, and recreational activities. The impressive levels of growth, innovation, and sustainability make Juno Beach the ideal place to serve. Furthermore, the job description for the town manager position is perfectly aligned with my relevant skills and experiences, as well as my desired career trajectory. I believe my expertise in public management will continue Juno Beach's extraordinary growth.

As the Assistant Village Manager/Chief Innovation Officer for the Village of Friendship Heights, located in Chevy Chase, Maryland, I believe my experiences and developed skills prepared me to take on the leadership and management responsibilities of the Juno Beach Town Manager position. For instance, I oversee all municipal operations and budgeting concerning the following departments: parks and recreation, planning and development, emergency

management, citizen engagement, and information technology. I also ensure that all programs, projects, and staff activities are fiscally responsible. In addition, I develop innovative policies, strategic plans, administrative procedures, community surveys, data collection and reporting, and performance standards. Lastly, I collaborate with the mayor and council members on various administrative matters.

Regarding what my elected officials would say about me, I am confident they would describe me as an innovative, ethical, effective, dedicated, and efficient manager who works well under pressure. I believe they respect my relentless work ethic, availability, consistency, reliability, and high standards. For instance, the council was impressed with how I took control of all technology and citizen engagement activities during my first six months on the job, creating a technologically advanced environment for staff, council members, and the entire community.

My greatest strength is that I am solution-driven. At the end of the day, the village must achieve its goals and meet the needs of the residents. I ask staff to develop innovative solutions to complex issues whenever required, to ensure the issue is being addressed most effectively and efficiently as possible with long-lasting impact.

Another strength I possess is being team-oriented. I believe my staff would say I challenge hierarchical culture and allow everyone to express themselves and offer input to various forms of policy and activity development. They would also state that I provide them with continuous support, create a trustworthy and honest environment, and encourage transparent communication.

Regarding any weaknesses, I always feel the need to solve every problem as soon as possible. It is part of my nature to find solutions to issues and build upon the lessons learned. However, when working with a team, the responsibility of a leader is to define a vision and inspire others to find the best path to achieving it. I have learned over time that when leaders decide to be the only people with the judgment or expertise to solve most problems, they limit their impact and hinder the development of their teams. It also teaches staff to avoid responsibility and accountability, and at some point, they become doers rather than thinkers.

Throughout my career, I have employed Key Performance Indicators to measure performance and determine if staff are meeting organizational goals. KPIs are specific, measurable, achievable, relevant, and time-bound (SMART) metrics that track progress towards strategic goals. For instance, I use various datasets from community surveys to help the village council develop policy. KPIs provide data-driven insights, enable objective evaluation, and help identify areas for improvement.

I also use performance appraisals to evaluate employee performance against established expectations and goals. My performance appraisals have included goal alignment, productivity metrics, skill gap analysis, behavioral assessment, and continuous feedback. This method is a fantastic way to provide employees with constructive feedback, identify areas for development, and help them improve their performance.

Section 6

JASON GOLDSTEIN

From day one at the village, it immediately became clear to me that the village needed to do more to engage with its residents. I recognized the fact that most of the residents are highly educated and technologically savvy individuals who demand that their government match their expectations with innovative solutions. Therefore, I developed an innovative, transparent, and inclusive citizen engagement campaign through effective collaboration with several departments to implement the following initiatives:

- Revamped the entire village website to be more interactive, user-friendly, and data-driven;
- Created a new community alert service for emergencies, programs, events, and activities;
- Employed a new online activity/class registration and payment system;
- Installed new digital boards at the community center with pertinent and timely information;
- Developed a new chatbot for the website;
- Enhanced the broadcasting of council meetings with a professional audio/visual company;
- Enriched the monthly newsletter with captivating articles, eye-catching pictures, and newsworthy information for residents; and
- Improved the village's social media presence by posting relevant and interesting updates concerning village activities.

These forward-thinking applications have successfully produced significant results by achieving the following:

- Increased public trust;
- Raised resident awareness/participation;
- Empowered residents;
- Enhanced accountability;
- Improved transparency;
- Enriched social inclusion;
- Creative problem-solving;
- Strengthened adaptability and resilience; and
- Advanced policy outcomes.

As Juno Beach's new town manager, I will continue to bring innovative solutions to meet the ever-changing needs of its residents, council members, staff, and community stakeholders.

I would say my biggest achievement at the Village of Friendship Heights would be how I successfully created and implemented an innovative citizen engagement campaign with village residents. For instance, I developed a user-friendly online activity/class registration and payment system, constructed an interactive chatbot for the website, instituted a community alert system for emergencies, programs, events, and activities, and offered listening sessions to residents, just to name a few. I have taken great pride in leading the community through this significant change in how it interacts with its government.

Of course, successes aren't always born without challenges. One such challenge concerned several elderly residents lacking the basic computer and related technical skills necessary to use some of the village's new applications. Therefore, we quickly discovered that this particular group of residents either didn't understand the new engagement applications or refused to use them entirely. To address these issues, along with the common intimidation factor, I implemented the following solutions:

- Conducted several community IT training sessions to review each application and address any concerns;
- Produced training videos and manuals and published them on the website for public consumption;
- Addressed questions from residents in person as needed; and
- Maintained printed copies of several applications for those residents with disabilities.

Another challenge involved costs. Several council members were initially concerned that some of the new technologies were too expensive. For example, we purchased two new monitors and software boxes to display timely information in the front of our community center. We also contracted a professional broadcasting company to livestream and record our council meetings. I demonstrated to the council how such purchases were necessary to effectively communicate and engage with residents. It also helped that numerous residents publicly supported these new initiatives and noted this was the first time they felt that their voices were being heard.

In terms of the biggest failure in my career, I would say it involved my proposal to increase the village's tax rate, which is set at its lowest allowable rate (four cents on each $100 of the assessable value of the real property) established by the village charter. Since we projected deficits for the near future due to increasing costs of services over many years, I made a recommendation to the village manager and the treasurer that the village should raise its taxes by one cent.

Of course, such a measure was deemed extremely unpopular by some vocal residents and politically sensitive for the previous council. Therefore, if I were to make a similar proposal to the current or future council, I would utilize the following steps to implement such an unpopular but necessary change:

- Explain the current financial situation to the council and show the village's projected future deficit. Use data to justify the change and demonstrate the necessity of raising taxes by one cent to avoid any deficit. I would clearly outline both the short-term and long-term benefits of the change, as well as the potential consequences of not acting.

- Engage residents and stakeholders through transparent and informative public outreach such as public budget hearings, hosting information forums, providing online and in-person literature (including the newsletter), and using social media. It will be vital to acknowledge to the public that we understand this change may be popular, but at the same time, make the argument that costs for everything in life nowadays have gone up, and the village is no

different. Also, it will be essential to provide opportunities for input, incorporate feedback, and show a commitment that the village is listening.

Another difficult experience I faced during my career involved having to fire staff. During my tenure as the Founder and Managing Director of Maximums Management Enterprises, I had to fire underperforming or negligent staff who weren't meeting their team's goals. For instance, a member of the sales team was consistently missing her quarterly targets. We were very patient with her since we saw a lot of potential. We gave her additional training, opportunities to shadow her peers, and extended her probationary period. Although she was very nice, her performance never improved. Ultimately, I sat down with her and discussed her documented long history of poor performance and lack of improvement, and how she would need to be terminated. It was one of my earliest firings, so I found it to be very difficult and uncomfortable. However, over time, I learned that if you have everything documented and well-presented, and you act with compassion and professionalism, the process becomes less challenging.

I do expect several challenges for the person who takes the Juno Beach Town Manager job. First, I expect the new town manager will need to face the historic challenge of creating a resilient and sustainable future for the town. Unfortunately, the Juno Beach area has witnessed increasing instances of severe storm events and numerous ecological challenges that are now requiring long-term planning. I would address this challenge by tapping into my disaster response and beach erosion experiences with the United Nations to ensure the goals and priorities of the Juno Beach 2030 Strategic Plan are successfully implemented. I have also developed an emergency alert platform for the village that is tied into the county's emergency management system.

Second, the individual will have to hit the ground running and learn as much as possible. In fact, I would conduct the following actions during my first six months with the town:

- **Initial Data Review.** I would analyze the vision, mission, administrative procedures, strategic plans, ordinances, communications, policies, and recent council minutes. I would review budget documents to understand current spending patterns and potential areas for cost optimization. I would examine organizational structure, policies, and programs, while also understanding current and planned projects. I would conduct tours of different neighborhoods, parks, beaches, and public facilities to visually assess conditions. I would identify the most critical needs based on data and allocate resources efficiently.

- **Stakeholder Engagement.** I would establish a transition working group with department heads to understand individual perspectives and actively listen to their needs, goals, challenges, and expectations of my office. I would also regularly meet with the council to present findings, discuss priorities, and seek their input on key decisions, as well as clarify their expectations (individually versus collectively). I would understand the dynamics between council members, staff, and the community. Also, I would conduct community outreach by organizing meetings, public forums, surveys, and focus groups to gather input. I would also meet with local businesses to understand their needs and challenges.

- **Building Credibility and Trust.** I would actively listen to community concerns, be visible and transparent in the community, demonstrate expertise through informed decision-making, consistently follow through on promises, and build relationships with key stakeholders. I would prioritize open communication channels with the council, staff, solicit feedback through surveys and regular meetings, encourage employee participation in decision-making processes, foster a culture of transparency, and implement initiatives that address concerns raised by employees. I would also champion empathy, ethics, and inclusion, and make great efforts to build a strong and collaborative team.

I have consistently maintained the highest levels of professionalism, integrity, and fairness throughout my 20-year career. Therefore, I am certain that there isn't anything in my background, professionally or personally, that would embarrass the Town of Juno Beach.

One of my greatest achievements was establishing the village's first-ever communications campaign. A major component of the plan was to effectively inform residents of council-related actions, village operations, programs, activities, and emergencies. In addition to launching new emergency management and activity alert systems, I also revamped the village's social media strategy by creating accounts on additional applications and posting relevant content more frequently. We have seen a significant increase in social media followers and noticed more people attending village council meetings, events, and programs.

Throughout my career, I have carried out my responsibilities with the utmost integrity, transparency, friendliness, and approachability. Therefore, I do not expect anyone to contact the town with negative information regarding my professional or personal history.

In my spare time, I like to take my wife and two dogs hiking, sightseeing, or to the beach. I also enjoy rowing, trying new restaurants, and reading historical books.

SIX ADJECTIVES OR PHRASES YOU WOULD USE TO DESCRIBE YOURSELF

I would describe myself as the following:

1. Collaborative;
2. Diligent;
3. Innovative;
4. Adaptable;
5. Ethical; and
6. Dependable.

Section 6

JASON GOLDSTEIN

REASON FOR WANTING TO LEAVE CURRENT POSITION

I am seeking more challenging responsibilities and possess a strong desire to learn new policy and management methods. Also, my wife and I want to return to Florida to be closer to family.

CURRENT SALARY

My current compensation is a base salary of $128,000, plus an annual bonus ranging from $1,000 to $2,500, 8% village 457 contribution, and 100% employer-paid medical benefits.

Section 6

CB&A Background Checks

Background Check Summary for
JASON ROSS GOLDSTEIN

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Alexandria City, VA	No Records Found
Montgomery County, MD	No Records Found
New York County, NY	No Records Found
State	
Virginia	No Records Found
Maryland	No Records Found
New York	No Records Found

Civil Records Checks:

County	
Alexandria City, VA	No Records Found
Montgomery County, MD	No Records Found
New York County, NY	No Records Found
Federal	
Virginia	No Records Found
Maryland	No Records Found
New York	No Records Found

Motor Vehicle	
Virginia	No Records Found
Credit	Excellent
	**Credit reports only cover the past seven years. There was no negative reporting in that time period.*
Personal Bankruptcy	**August 2005** - Bankruptcy, Chapter 7 ***Disposition:*** **December 2005**, Terminated
	**See Personal Disclosure and Page 19 for Candidate Explanation for Record Found*
Sex Offender Registry	Not Listed

Section 6

Background Check Summary for
JASON ROSS GOLDSTEIN

Education	Confirmed
Employment	Confirmed, except for Village of Friendship Heights (6/2022 – Present)
Social Media	Nothing of Concern Found

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

From: Jason R. Goldstein <goldstein.r.jason@gmail.com>
Subject: Re: Background Check Records that Require an Explanation
To: Monique Rogers <monique@cb-asso.com>

Hi Monique,

Due to an overwhelming set of medical and related personal expenses collected between 2002 and 2005, I was forced to declare bankruptcy over 20 years ago in 2005.

Best,

Jason

Section 6

Background Check Summary for
JASON ROSS GOLDSTEIN
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: Jason Goldstein

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ■
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ■
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ■ No ☐
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ■
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ■
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes ☐ No ■
7. Have you ever sued a current or former employer?
   Yes ☐ No ■
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one.
   Please see attached.
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No ■
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
    Please see attached.

Attested to: _____
Signature of Applicant

Background Check Summary for
JASON ROSS GOLDSTEIN
Personal Disclosure Explanation

Personal Disclosure Questionnaire - Explanations
Juno Beach Town Manager
Jason Goldstein

Question#	Explanation
3.	2005, bankruptcy declared due to family medical expenses.
8.	https://www.linkedin.com/in/jasonrgoldstein/
10.	2021, Jason Goldstein (plaintiff) v. Anthony Pita (defendant). Involved a real estate purchase I made from Mr. Pita in Tampa, Florida, in 2018. I voluntarily dismissed the lawsuit in 2021.

Section 6

CB&A Reference Notes

Bryan Hudzina – Front Desk Supervisor, Village of Friendship Heights, MD 703-244-4545

Mr. Hudzina has known Mr. Goldstein since 2022. Mr. Hudzina reports to both Mr. Goldstein and the Village Manager.

When Mr. Goldstein was hired, the organization made paper announcements, had a paper calendar, and posted notices on windows. They were way behind the times. He updated their technology and taught the staff a great deal. He improved every aspect of Village processes, and taught employees how to work with technology. He created a Google calendar to keep track of all their schedules in one place. He set up a google chat with employees so they could communicate faster and better. He is very good about sending information to the chat if he is not able to leave his office to speak to employees directly.

Employees were somewhat apprehensive of the changes, but Mr. Goldstein was very patient. He was not demanding and recognized that it would take time. All the employees were able to adjust, even those who were not as familiar with technology.

While Mr. Goldstein has some influence on hiring decisions, the Village Manager is the hiring authority. However, the manager runs every hire by Mr. Goldstein and values his input. Mr. Goldstein makes good decisions and works closely with the manager.

The community hosts events like community day, the winter festival, and the July 4th event. Mr. Goldstein has attended every event. One of his strengths is working with the public. He is always very responsive.

In a job that is very high stress, Mr. Goldstein never shows any strain or loses his cool. He maintains a calm demeanor and stays composed. During times of strife, employees work together, and the workplace is drama free. He is the one person in the organization that employees go to when they have issues. They know he will listen and help resolve them. There was a conflict between employees and Mr. Hudzina was supporting one party in the conflict. They went to Mr. Goldstein, and he resolved it.

Mr. Goldstein has not been involved in any controversy. His management abilities are very admirable. He is accessible to the Council and is very aware of his position. He is entirely dedicated to the job and does not complain. He has the skillset to manage the organization, but that is not currently his role. He is not pushy and when he needs to temporarily step into the management role, everything runs smoothly. He attends Finance committee meetings, so he has some knowledge, but Mr. Hudzina does not know the extent of Mr. Goldstein's expertise in finance.

Mr. Hudzina would hire Mr. Goldstein because he is an asset. He is 100% committed to the job and is reliable. His communication is outstanding. Employees depend on him and like working for him. He is humble, a good person, and a hard worker.

Reference Notes
Jason Goldstein

Words or phrases used to describe Jason Goldstein:

- Great communicator,
- Good listener,
- Hard worker,
- Dedicated,
- Intelligent, and
- Technologically adept.

Strengths: Good communicator, always accessible, open-door policy, addresses issues, team player, good representative for the staff.

Weaknesses: Does not take enough time for himself, he sometimes works late into the night.

Donna Bryant – Facilities Manager/Financial Assistant, Village of Friendship Heights, MD
301-656-2797

Ms. Bryant has worked with Mr. Goldstein since 2022. His job performance has been outstanding. His decisions have been excellent, and he is very innovative.

Mr. Goldstein is very visible in the community, and he is well liked by the public. He communicates well and keeps others informed. The Village had not had this level of leadership prior to his arrival. He created a wonderful atmosphere, and employees feel supported by him.

One employee can be problematic at times. Mr. Goldstein has worked with the individual on a one-on-one basis, while also providing the other employees with tools on how to work in the environment. He has been great at resolving conflict when employees do not get along. The manager is very busy and was not always available when there were issues, but Mr. Goldstein has always made himself available.

Mr. Goldstein has good financial skills. He meets deadlines and completes work in a timely manner. When faced with an issue, he thinks it through before he acts. He has done a great job in the Village. They have a great deal of stress, and he handles it well.

Mr. Goldstein has not been involved in anything controversial. Nothing in his conduct or background would concern a reasonable person. Employees all have a positive opinion of him and enjoy working with him. He has improved their environment so much, which has reduced the internal stress they used to have. They did not have an IT person and were floundering, but he introduced technology to improve processes and communication.

Ms. Bryant would hire Mr. Goldstein because he is outstanding. He would be an excellent manager for a community. He has moved the Village in a better direction and greatly improved operations in both technology and morale.

Words or phrases used to describe Jason Goldstein:

- Competent,
- Personable,
- Focused on his job,
- Pleasant, and
- Happy to see people.

Strengths: Great communicator, very upfront, very focused, great leader, great listener, very personable, great person, brought so much to the Village.

Weaknesses: He can become frustrated when matters are contentious because he wants to move forward and make progress. He has a plan and a vision. However, he only voices this frustration to trusted confidantes. He is always professional and diplomatic to others in the organization and community.

Avinash Bikah – Advisor, United Nations 372-581-18148, Avinash.bikha@gmail.com

Mr. Bikah worked with Mr. Goldstein from 2011 to 2012 at the United Nations (UN) Department of Economic and Social Affairs office in Rome. Mr. Goldstein was the project coordinator for the EU funded project ICT Strategic Planning in the SADC Parliaments. They were also peers in a sister project – ICT Strategic Planning in the Caribbean Parliaments. They have maintained some contact since.

Mr. Goldstein always did an excellent job in coordinating his projects and Mr. Bikah learned a great deal from him. They communicated primarily in person. Mr. Goldstein was always on time with deliverables. He did not hire employees for the UN, but he supervised national consultants on project implementation. His decisions were always correct and spot on.

In terms of output, reporting, planning, and execution, Mr. Goldstein was one of the best. He was very proactive in explaining what was needed and the urgency of the matter to his supervisors, but always in a diplomatic, well-articulated way, and always with a confident smile. He understood his responsibilities and how to make it happen. He was always the first person to arrive at the office, and often the last to leave at night. He is driven to complete the work and tried to find a path forward. He moves forward with diplomacy and tact.

As project coordinator Mr. Goldstein resolved many issues related to organization and final closing workshops. He maintained a cool head even when others were disrespectful or out of

line. Mr. Goldstein brought them back in line, with a smile on his face. He is friendly, but firm. He easily took the lead, and his approach was methodical and well thought out.

Working in a 90% Italian office in Rome was not always easy for a U.S. citizen but Mr. Goldstein was part of the office family because he put the effort in and made a good impression on others. He represented the UN at the highest levels. He presented information in front of speakers, clerks of national parliaments, and senior representatives of foreign missions.

Mr. Goldstein provided service to the national parliaments and donors with dedication and belief in his work. He listens, serves, and responds within the scope of his responsibilities. When he cannot accommodate a request, he explains why. He serves customers while also respecting the boundaries of his role.

Working with a Council or Board is the perfect position for him. He is a listener who absorbs the perspectives of others. He can constructively move projects and initiatives forward. He can lead committee meetings and hearings.

Mr. Bikah has not heard or seen any controversy related to Mr. Goldstein. Their projects had a start and end date, without the possibility of a contract extension. He went on to consult with other projects for the UN, which is significant because it is generally much harder for a U.S. citizen to be employed in the UN system.

Mr. Bikah would hire Mr. Goldstein and would also work for him. He has values and conviction in his values. He understands the greater good and what is right versus what is wrong. He prioritizes appropriately. When his parents were very ill, he set aside his professional ambitions to take care of them. He will be able to relate to everyone that he serves.

Words or phrases used to describe Jason Goldstein:

- Dedicated,
- Diplomatic,
- Very articulate,
- Keeps a cool head,
- Hard worker,
- Tactful, and
- Sets priorities on a good set of values.

Strengths: Very articulate, diplomatic, self-driven, determined.

Weaknesses: Impatient and could be unhappy with the lack of progress but he was always diplomatic and constructive in communicating with the higher ups.

Rogel Nuguid – Former Chief of Staff, UN 201-914-2752, Rogel.nuguid@gmail.com

Mr. Nuguid met Mr. Goldstein in 2010. Mr. Nuguid supervised Mr. Goldstein. They worked together to ensure international success. Many of them took the same admissions test for a PhD program and Mr. Goldstein was the only one accepted because he writes so well. When the speech writer was not available, he wrote the speech. He has much potential.

They held a global event with Nairobi every year and had to engage with the highest echelon for this event, including the Governor. The meetings were at 3:00 a.m. because of the time difference, but attending this meeting was crucial. Mr. Goldstein was the only staff member to initiate the conversation and comply with the early morning requirement. He was dependable and he executed his mission.

Mr. Nuguid could not always stay on top of his staff as they were in different locations at times. For example, Mr. Goldstein was given an assignment in Bangkok. He showed initiative, but he deferred to his senior managers or the decision makers. He provided options for them to consider. He handled emergencies like the tsunami and kept his leadership informed. They did not have Zoom or Google at that time, but he always sent an email or called.

Given much responsibility for programs and financial reporting, Mr. Goldstein was on top of his work. He was very good at communication, both verbally and in writing. Maryland, where Mr. Goldstein worked, is a miniscule representation of how the United Nations works. Ambassadors often have egos, but he was mindful of sensitivities, politics, and other issues. He delivered a quality product. He will be successful at the local level.

Mr. Goldstein does not behave in a way that is controversial. He is a great person. He suffered a significant family loss, which made him a more grounded person. He was so very kind and generous to everyone. He is patient and tolerant. Mr. Nuguid does not know anyone who would disagree with the statements in this reference.

Mr. Nuguid does not typically give references but is willing to be one for Mr. Goldstein. Mr. Nuguid would hire Mr. Goldstein and considers him an asset. He would be a great city or county manager. He has a great skillset.

Words or phrases used to describe Jason Goldstein:

- Dependable,
- Engaging,
- Team worker,
- Great communicator,
- Has initiative, and
- Great person.

Strengths: Being a team player is one of his greatest strengths, writes well, dependable.

Weaknesses: He did not talk as much, but he was new to the system. Once comfortable, he is more visible, but it also depends on his role. He was more support than leadership though he has management experience.

Joyce Gorman – Senior Counsel, Ballard Spahr, Washington, DC 202-421-8992

Ms. Gorman worked for DLA Piper in the mid-1990s, and Mr. Goldstein was a paralegal in her group. He was an amazing paralegal and performed at the level of a second- or third-year lawyer.

DLA Piper was a securitization practice, and they developed new programs for financial institution clients. Some of the paralegals just filled in the blanks to complete forms. Mr. Goldstein took the time to read all the underlying documents, and he asked great questions. He was very thorough, and he did not make any mistakes.

Decisions made by Mr. Goldstein were much higher than expected when considering his level of training at the time. He had an innate decision-making ability. He was very smart, very thoughtful, and exhibited good judgment. He kept others informed and showed good judgement in what he could take care of on his own and what he needed to escalate to his supervisors.

DLA Piper put taxes and bonds into securitization vehicles for clients. In their heyday they did up to 40 closings in a week. Most clients purchased bonds that were straightforward and were already compliant with eligibility criteria. Lehman purchased bonds that were a good price, for a reason. Mr. Goldstein and the team had to determine if they could accommodate the assets that were sent to them by Lehman. They often had to change program criteria or note variations as these assets were not designed for their program. Mr. Goldstein did an amazing job. Instead of saying, this does not fit and passing it off, he stated that it did not fit, he outlined the deviations, and suggested modifications to make it work while also noting what information needed to be flagged for investors. He was very good at his job, and he worked well with others. Everyone in the firm wanted to work with him because he operated at such a high level.

Mr. Goldstein never missed a deadline. He has a degree in public administration and understands how it works. He worked with government counterparts in his work for DLA Piper. He was very good at managing people because he made it his business to be informed rather than just pushing paper. He was great at listening and resolving open issues. He was engaged and found solutions.

As far as Ms. Gorman is aware, Mr. Goldstein has not been involved in any controversy. His behavior would not concern a potential employer. He left DLA for a program in Harvard but had to leave due to a family emergency.

Reference Notes
Jason Goldstein

Ms. Gorman would hire Mr. Goldstein if he wanted to be in private practice, but he has a passion for government. He will be a good city or county manager. He is a great hire and whoever hires him will be fortunate.

Words or phrases used to describe Jason Goldstein:

- Thorough,
- Very smart,
- Thoughtful,
- Works well with others,
- Good manager, and
- Engaged.

Strengths: Thorough, intelligent, responsive, has good judgement.

Weaknesses: None identified.

Prepared by: Amanda Jenkins & Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Mr. Goldstein is not mentioned in the article below but as it included a lawsuit against Friendship Heights, we felt we should include it.]

Bethesda Today
June 2, 2026

Friendship Heights, Brookdale community file lawsuit against developers seeking to redevelop former GEICO campus
Complaint argues new plans do not adhere to initial 1998 development requirements
By Elia Griffin

The Village of Friendship Heights filed a lawsuit May 13 asking a Montgomery County Circuit Court judge to decide whether updated plans for the redevelopment of the 26.5-acre GEICO site on Western Avenue should still be subjected to 1998 county development requirements that applied to the early plans for the site. The filing of the lawsuit does not halt the latest project plans, dubbed Friendship Commons, from moving through the county's development process. But it does request the court to decide whether specific project elements, including taller heights of the proposed multifamily buildings and construction of a new sports field, should be changed to abide by previous requirements. Leadership of the Village of Friendship Heights has previously voiced opposition to the new plans and concerns about the plans' proposed removal of mature trees and decision not to preserve or adaptively reuse the mid-century style GEICO building.

The requirements, or "binding elements," approved by the county under a local map amendment for the area in 1998, address factors ranging from density, design specifications, building configuration, green areas to open space, recreation and traffic, according to the Village's complaint. Their suit is asking for a declaratory judgment, a legal determination made by a court that rules on a legal dispute or uncertainty, on the matter. "The Village residents will suffer significant injury in the form of lost light, air, open space and building compatibility, in the absence of declaratory relief from the Court" on the validity of binding elements outlined in 1998, the complaint said.

Redevelopment plans
The proposed project at 5260 Western Ave. calls for demolishing and redeveloping GEICO's mid-century style building and transforming the campus with two surface parking lots into an urban, transit-oriented development. The development would consist of up to 520 residential units and green space, according to a March press release from developer EYA. Of the total proposed residences, 96 would be condominium units, up to 185 would be townhomes, and up to 250 would be apartments across three buildings. In addition, plans call for 17.5% of all units to be moderately priced dwelling units, according to planning documents. In addition to residences, redevelopment plans also propose upgrades to the adjacent Brookdale Neighborhood Park and new types of green spaces around the site, including a garden.

Plans for redeveloping the GEICO site have been in the works since the 1990s. In 1999, the Planning Board approved a preliminary plan that outlined a large-scale redevelopment project similar to the plans proposed by Friendship Commons Partners. Those plans called for development of more than 800,000 square feet of office space in three buildings, 500 multifamily units in apartments along Willard Avenue, 200 townhouses, a sports field and park, according to planning documents. In October, the Planning Board approved an amended preliminary plan for Friendship Commons that removed all office space previously approved for the site.

The lawsuit
The May 13 lawsuit names the GEICO site contract purchaser, Friendship Commons Partners LLC (which consists of EYA and Bernstein Management Corp.), as well as the Montgomery County Council and Planning Board as defendants. In a May 26 statement of justification for the project, the developers note that in 2014, nearly 10 acres of the site fronting Friendship Boulevard and Willard Avenue were rezoned to commercial residential zoning, allowing a maximum height of 100 feet for future development. Developers have proposed to develop that section with several multifamily buildings and argue that the 2014 rezoning "negated the continuing application of the Binding Elements to the Property," the document states.

In statements emailed to the Bethesda Today last week, Montgomery Planning Director Jason Sartori and County Council President Natali Fani-González said they were aware of the village's lawsuit but could not comment on the details of the suit. An attorney representing Friendship Commons Partners did not respond to Bethesda Today's repeated email and phone call requests for comment over the last week.

On Thursday, an amended version of the suit was filed in county Circuit Court to add the Brookdale Citizens Association as the second plaintiff, according to Francine Kerner Klein, vice chair of the Council of the Village of Friendship Heights. Brookdale is a small single-family community bordering the GEICO site, the Village of Friendship Heights and Washington, D.C. The Village of Friendship Heights is a census-designated special taxing district with about 5,000 residents. "Those are two communities, the high-rise community and the single-family community, and they both decide that this is not what they signed up for and that there is no way that they can accept the change of that magnitude," Klein told Bethesda Today on Friday. Klein said she is also worried the proposed plans would negatively impact the area by removing mature trees, increasing traffic and changing the neighborhood's character.

According to Fani-González's statement, council staff are reviewing the complaint with the Office of the County Attorney and look forward to a "just resolution" of the case. Sartori noted in his statement that project applications for the Friendship Commons project are under review by the planning department. They include a site plan, sketch plan and forest conservation plan. That process includes "review of how the proposed development complies with applicable laws, is substantially consistent with the currently adopted sector plan for the area, and addresses environmental impacts, design, and the availability of public facilities like transportation, schools, and water and sewer infrastructure," Sartori said. EYA President and CEO McLean

Quinn said in the March release that the project is "one of the most meaningful redevelopment opportunities in the region." Plans for the project can be viewed at this link.

According to the project's website, developers anticipate demolition of the GEICO building to begin this summer. However, the start of demolition is dependent on the approval of the forest conservation plan and then securing a demolition permit from the county. Developers anticipate construction on the project's first phase to begin in the second quarter of 2027, according to the project website. In early 2025, GEICO announced plans to move its corporate headquarters to downtown Bethesda in early 2026. It appears the company has moved into the new headquarters, which boasts a human-sized Lego GEICO Gecko statue, according to the company's LinkedIn posts. GEICO's announcement revitalized interest in the site's future and the long-delayed plans for its redevelopment.

Binding elements
The binding elements in question in the lawsuit are outlined in a local map amendment, or zoning change for the property, approved by the County Council, sitting as the District Council, in 1998, according to Klein. According to the complaint, the binding elements were developed with the Village of Friendship Heights and surrounding residential areas "to minimize the incompatibility of new development on the Property with existing surrounding residential uses."

One binding element notes the height limit of multifamily buildings along Willard Avenue was set at four stories, and recent plans call for the buildings to be six to seven stories tall, according to the complaint. Another binding element calls for the development of 1 acre of recreational open space north of and adjacent to Brookdale Park. Recent plans replace that open space with townhomes, the complaint said. "There's a lot of latitude within those binding elements to create something that can be profitable and house more residents and still give us what we need to enhance the community instead of detracting from it," Klein said.

According to Klein, the 1998 local map amendment says the binding elements remain held in perpetuity unless the site is rezoned. Even if new binding elements were drafted, she said the communities probably would not want to see significant differences from the requirements drafted 26 years ago. "The communities, if anything, have more concerns [now] than they did back then … in terms of environmental concerns," Klein said.

It is unclear how soon a decision will be made on the suit.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason Goldstein** is listed below.]

https://friendshipheightsmd.gov/wp-content/uploads/2026/06/Approved-minutes-5.8.26-Policies-Procedures-Committee-meeting.pdf

Village of Friendship Heights
May 8, 2026

Approved Minutes
Friendship Heights Village Council

Parking Policy-Resident Survey Review
Mr. Mansfield discussed the draft parking survey questions and mentioned that Mr. **Goldstein** prepared the survey for distribution using the Jotform platform. Mr. Basile suggested that we add a "Never" option for the question regarding how often you need to park on the street. The Committee members agreed by consensus to have this option added. The Committee discussed the timing for distributing the survey. It was agreed to post the survey in the June Newsletter, website, and other Village communications channels beginning June 1, and to run it for the entire month of June.

Personnel Policy
Mr. Mansfield presented the draft personnel policy that he and Mr. **Goldstein** prepared based on the Town of Somerset's policy. Committee members have not been able to fully review the policy, so this item was deferred until the review has been completed. Committee members will send comments to Mr. Mansfield for follow-up at the next meeting.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

The Post and Courier
February 13, 2025

Isle of Palms will hire a new city administrator. Some called the process 'insider trading.'
By Anna Sharpe

City Council is on track to choose a new city administrator Feb. 13, but the hiring process has left some leaders confused and angry, with allegations of behavior similar to "insider trading" swirling. After a monthslong search carried out with help from a hired consulting firm, City Council will interview four candidates to fill the vacant city administrator position in an executive session. But according to a group of current and former council members, only three of them went through the proper procedures. Council members Scott Pierce, Katie Miars, John Bogosian and Randy Bell, a former council member, allege the fourth candidate, Isle of Palms Deputy Administrator Douglas Kerr, was handpicked by the mayor and fast-tracked to the final interviews without approval from full council. "This process has been irreparably corrupted, and it's not been a level playing field," Pierce said.

In 2024, City Administrator Desiree Fragoso announced she was parting ways with the city. Her departure prompted the city to contract with Find Great People, a recruiting and consulting firm, in November. Find Great People promised to bring forth qualified, high-potential candidates in exchange for 20 percent of the administrator's first year salary. Applications were accepted until Dec. 31. By January, the search had produced 79 candidates. Mayor Phillip Pounds reported in a Jan. 14 council workshop that the administration committee, where he serves as interim chairman, had narrowed the pool to five.

According to a list of finalists obtained by The Post and Courier, Kerr was not one of the five finalists interviewed in late January by the administration committee. "We interviewed five and then selected three of those candidates to bring to city council," Councilman John Bogosian said, who sits on the administration committee. "After that process is when Douglas Kerr had come forward with his interest in the position. He wasn't interested up until that point, but then after apparently we selected the three, he became interested in the position."

Kerr acknowledged he did apply after the Dec. 31 deadline, but said he spoke with members of the consulting firm before finalizing his bid for the position, who gave him the go-ahead to submit the application. "I certainly didn't intend to do anything wrong," Kerr said. "I was advised it was an acceptable practice."

Late inclusion 'doesn't pass sniff test'
Councilwoman Katie Miars said the mayor approached her after the first round of interviews on Jan. 23 and 24. The discussions, which included information about compensation, happened in executive sessions with only the three members of the administration committee. "He had a 'eureka' moment," Miars said, after speaking with the candidates, and hearing their salary expectations, and then reached out to Kerr to ask if he'd be willing to apply for the job. Pounds confirmed he spoke with Kerr about applying for the position after the first round of interviews

was over. "I just asked him if he would be interested, as I know other people have asked him as well or encouraged him to apply. So, I mean, that's it. That's all that's there," Pounds said.

According to the latest salary data from the city, Fragoso was earning roughly $142,000 annually. As deputy administrator, Kerr earns a salary of around $121,000. If he got the job, he'd likely receive a significant pay bump. The salary ranges from $135,793 to $202,795, according to the job notice shared by Find Great People. Pounds said that his conversation with Kerr did not include information about salary. "I'm fully aware of my limitations of power. I have zero authority to have those kind of conversations around salary or benefits or a job offer or anything, unless specifically authorized by council. And I certainly wasn't in this role, and I certainly didn't in this role," Pounds said.

Still, for Miars and others, the late inclusion "doesn't pass the sniff test." "To me, it's like insider trading. I mean, (Pounds) shared information that was not public to the detriment of these other three candidates," Miars said. Randy Bell, the former councilman, criticized the lack of transparency in the hiring process, specifically surrounding the release of the finalists' names, which have not been shared publicly by the city. "The right action is for them to come out of executive session and take no action. Give the community time to weigh in," Bell said.

Alongside Kerr, city council will interview Joe Cronin, Seabrook Island town administrator, Jae Kim, assistant village manager for Bald Head Island in North Carolina, and **Jason Goldstein**, assistant village manager for Friendship Heights, Maryland, on Feb. 13 at 10 a.m. Pounds said it's likely council will vote to install one of the four candidates as city administrator the same day.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason Goldstein** is listed below.]

https://friendshipheightsmd.gov/village-center/staff/
2025

STAFF

The Village would like to introduce you to our invaluable staff. If you should have any questions regarding the Village or any of the wonderful services and activities offered at the Village Center, please feel free to stop by our front desk. You can also reach out to us at (301) 656-2797

Jason Goldstein, CPM, Assistant Village Manager/Chief Innovation Officer

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason Goldstein** is listed below.]

https://friendshipheightsmd.gov/wp-content/uploads/2023/02/G154324FH_AnnulReport_Final_LR.pdf
February 2023

The Council Report

2022 Village Report
Julian Mansfield, Village Manager
Jason Goldstein, Assistant Village Manager

It has been a very busy year for the Village of Friendship Heights. From confronting COVID-19 head-on, introducing state legislation to expand its procurement authority, purchasing the Red House, spearheading and supporting several development plans, and administering numerous programs and activities at the Village Center, the Village Council and staff continue to focus on enhancing our thriving community for its residents. Village Council members remained in their same positions this past year: Melanie White, Mayor; Michael Mezey, Chairman; Bruce Pirnie, Vice Chairman; Alfred Muller, M.D., Secretary; Paula Durbin, Treasurer; Carolina Zumaran-Jones, Historian; and Michael Dorsey. The next Council election will be held in May 2023.

COVID-19 AND OUR UNWAVERING RESPONSE
Although the beginning of the year continued with COVID-19 in our community and across the country, we are proud of the response we provided to the residents of the Village. We partnered with Montgomery County to provide free rapid at-home COVID test kits along with N95 masks. In mid-January, the Village agreed to be part of the County's efforts to distribute test kits and masks at public libraries, municipalities, and other community groups. In the first half of the year, the Village handed out more than 6,000 masks and 3,000 rapid test kits, with seven distribution events held at the Village Center. The test kits and masks were provided by the County free of charge as part of a broader effort to distribute to area residents. Test kits and masks are still available on demand at the Village Center front desk. We also provided COVID vaccination clinics in partnership with Giant Pharmacy in March and again in May, and we kept residents up to date with information regarding vaccine clinics in our nearby area.

VILLAGE FILLS KEY STAFF POSITIONS
The Village filled several key roles this year to ensure operations continued to run smoothly while maintaining the stellar service residents come to expect. Earlier in the year, Bryan Hudzina was hired as the Village Center's new Front Desk Supervisor, followed by the appointment of **Jason Goldstein** as Assistant Village Manager in June. Current Financial Assistant, Donna Bryant, expanded her role to Facilities Manager/Financial Assistant in June, while Dale Conway was hired in November as the new Assistant to the Program Director.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

WEBSITE TRANSFORMATION, SOCIAL MEDIA AND ALERT SERVICE
To better serve residents, the Village's website was completely redesigned earlier in the year with several interactive and user-friendly features. We designed a new calendar function that lists all of our upcoming Council meetings, events and activities, and you can set up reminders through your own calendars. We also established an online payment system for permit applications, expanded our photo gallery to show the diversity of the Village and its residents, expanded the FAQ section, incorporated a text size option for better viewing, and implemented online forms for ease of submissions. The Village revamped its social media presence by redesigning its Facebook page and ensuring more current content. In addition, we created social media accounts on Instagram, LinkedIn and YouTube to further keep the community informed of our activities. We also implemented an alert service that notifies residents of emergencies, announcements, Council meetings, and programs and activities at the Village Center. The program has become quite successful, and we urge those residents who have yet to sign up to do so by using this QR Code with your phone. It's free, completely voluntary, and residents can cancel at any time.

SEEKING TO REVISE VILLAGE CHARTER TO INCREASE PROCUREMENT AUTHORITY
Section 66-10 of the Village charter (last amended in 1994) requires the Village to advertise for bids for any expense greater than $5,000, while also lacking any provision for spending above that amount in an emergency. Because of this limitation, the Council voted unanimously earlier in the year to request assistance from Maryland Delegate Marc Korman to work on charter amendment legislation to provide expanded emergency procurement authority and to increase the bid threshold to $20,000. A draft bill was presented to the Montgomery County Council in November for input, and the legislation will be submitted to the Maryland State legislature in January 2023. If passed by the House and signed by newly elected Governor Wes Moore, we anticipate the Village's charter amendment to take effect this summer.

DEVELOPMENT AND PLANNING ISSUES
4608 North Park Avenue (the Red House) In August, the Village Council unanimously agreed to purchase 4608 North Park Avenue (the Red House next to 4620 North Park) at a cost of $3 million. Discussions between the Village and the previous owners began earlier in the year, following the Village's application to the County Historic Preservation Commission to have the house designated for historic preservation. At a public hearing on June 22, the Commission narrowly voted not to recommend the property for historic preservation. The Commission agreed with the staff report that the property did not meet the County's criteria for preservation, which include the architectural significance of the house itself, the historic context of the property and its surroundings, and the importance of the original owner. Subsequently, the Council agreed to sell the development rights at 4608 North Park to Donohoe Development Company for $1 million. This will offset the cost of the property and allow Donohoe to apply the additional square footage to its 5500 Wisconsin Avenue development project (see below for more details). The Council, with recommendations provided 4608 by the Community Advisory Committee, will distribute a survey to residents in 2023 to get input on how the house will be used by the public.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

5500 Wisconsin Avenue Development
In 2021, Donohoe Development Company and Carr City Centers purchased the properties on the 5500 block of Wisconsin Avenue and submitted plans to the Montgomery County Planning Board to build a new 18-story apartment building with approximately 300 units. The community was also contacted, including the Council, for feedback and comments. Since then, the Council has worked diligently to ensure the sketch plan submitted to the County's Planning Board would not cause any detrimental impacts on the Village or its residents. Initially, the Council opposed the development project and conducted numerous rounds of negotiations with Donohoe. Eventually, a settlement agreement was signed between the Council and the developer that led the Village to drop its opposition and support the project. The agreement required some changes that the Village requested in the original plans, such as relocating the apartment building's entrance from the corner of South Park and The Hills Plaza to the private street, providing vehicle pick-up and drop-off spaces in front of the entrance, and providing parking spaces for delivery vehicles on the private street. The developer also agreed to pay the Village $1,000,000 to transfer to the Wisconsin Avenue project 32,718 square feet of density from the Village's recently purchased Red House property. The density transfer will be used principally to widen the 7th floor of the Wisconsin Avenue building to be about the same size as the first 6 floors. The density transfer will not increase the height of the building. Subject to final project approval by the Planning Board, it is anticipated that demolition of the existing building and ground construction will begin by the fourth quarter of 2023.

Friendship Heights Urban Design Study
The Montgomery County Department of Planning will kick off the Friendship Heights Urban Design Study in early 2023 that will compare state-of-the-market development scenarios in Friendship Heights with the potential of current zoning. The study will analyze possible urban design scenarios for redevelopment of select sites in Friendship Heights in light of the current zoning and existing recommendations of the 1998 Friendship Heights Sector Plan. The Study will be informed by ongoing efforts by the DC Office of Planning along Wisconsin Avenue. Since the Village's eastern border runs along Wisconsin Avenue, we urge all residents to stay abreast of the Study and its findings. Please visit the Planning Board website for additional information. Also, as part of the Wisconsin Avenue Development Framework planning process, the DC Office of Planning held two in-person Community Design Conversations in November and December to explore future development scenarios and public space enhancements in Tenleytown and Friendship Heights. Participants attended a facilitated experience and shared their thoughts around development scenarios that maximize housing
and affordable housing production as well as opportunities for streetscape and public space enhancements at key blocks along the Wisconsin Avenue corridor. If you didn't attend the Community Design Conversations, you can provide feedback on the public space design and development scenarios in Tenleytown and Friendship Heights on the DC Office of Planning's website.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

NEIGHBORHOOD IMPROVEMENTS
Page Park Renovation Project
In early 2022, following a public design competition to revamp Page Park, the Village Council selected GreenSweep for the project. The first phase of construction began in August and will take four to six months to clear out the area, protect the surrounding trees, and build out the new park. Phase 2, the shorter stage lasting approximately one month, will begin in early spring 2023 with the installation of landscaping, irrigation, lighting, and sod. The park will continue to be closed to the public, with the exception of the pedestrian path along the east side of the park that continues behind 4615 North Park Apartments and leads to the Town of Somerset. In addition, the Council voted unanimously earlier in the year to recognize longtime Village resident Cleo Tavani with a plaque inside the park for her efforts in creating Page Park.

Pedestrian Safety at S. Park Avenue and The Hills Plaza
The Council addressed earlier in the year the continuous safety hazard of crossing The Hills Plaza on S. Park Avenue and voted unanimously to employ several safety measures. For instance, a rubber speed hump with yellow reflectors was installed in the southbound lane of The Hills Plaza at the intersection of South Park Avenue (near the police statue). An LED solar-powered pedestrian flashing warning sign was also installed at the corner for easier nighttime presence. Council member Bruce Pirnie, who serves as Chair of the Parks and Grounds Committee, led the effort to obtain the speed hump, and conducted a brief survey that showed a decrease in the number of cars that did not stop at the stop sign after the speed hump was installed. It appears to be working well so far. Also, a camera was placed at the corner that feeds into the Village Center.

Proposed Dog Park at Willard Avenue Park
In July, the Montgomery County Department of Parks held a virtual public meeting with the community to present its preliminary sketch plan for a dog park to be constructed in Willard Avenue Park on the grounds of the house located at 5320 Willard Avenue. The County confirmed there was a strong demand from the local community to expand Willard Avenue Park to include a dog park. The Village Council agreed, and in September, it unanimously showed its full support and believed this type of amenity was long overdue for our community. The Council hopes this issue can be revisited once the new members of the Planning Board become settled in their positions in the new year.

THANK YOU
Although it has been a very busy and trying year for our entire staff, they have consistently worked hard to provide residents with stellar service. We commend our team’s efforts throughout a challenging year. We have a great team at the Village Center. Please stop in and take advantage of the many wonderful programs and activities being offered. Wishing all Village residents a very healthy, happy and safe 2023.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

Targeted News Service (USA)
September 22, 2022

University of Baltimore: Two New Sessions of Schaefer Center for Public Policy's Certified Public Manager Program Underway

The University of Baltimore issued the following news release:

The Schaefer Center for Public Policy, part of The University of Baltimore's College of Public Affairs, has announced the Maryland Certified Public Manager Program Class of 2023. Over the next 10 months, participants will complete a rigorous course of study on all aspects of public sector management. Upon graduation, participants will earn the highly coveted and nationally recognized Certified Public Manager credential.

The 2023 class of 50 managers is the largest in the program's history. All levels of government are represented, with 15 State of Maryland, 14 county, and 21 municipal managers enrolled. Eighteen of Maryland's 24 jurisdictions have a least one county or municipal manager enrolled in the program.

"Live, virtual instruction makes the program accessible for manager from Western Maryland to the Eastern Shore and everywhere in between while maintaining important personal interactions among instructors and class members," says Schaefer Center Director Ann Cotten. "The Maryland Certified Public Manager Program provides training that is critical for developing the leadership pipeline for government agencies in Maryland."

Maryland state agency participants include:

* **Jason Goldstein**, The Village of Friendship Heights

The Maryland Certified Public Manager Program (CPM) is a leadership development program accredited by the National Certified Public Manager Consortium. This 300-hour academically grounded, job-relevant program requires participants to complete a Capstone Project with the potential for real-world application in their fields. The program is open to supervisors and managers who live or work in Maryland and work for a government, quasi-governmental, or nonprofit organization. Participants will graduate from the program with comprehensive, applied management skills needed to meet the complex demands and challenges of the 21st century.

The Maryland Certified Public Manager Program is currently being offered via a combination of live online instruction and a self-paced learning curriculum built upon a set of core competencies. Training will include interactive classes, projects, readings, and exams centered on management principles, as well as opportunities to speak and interact with community leaders about course related issues.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

https://icma.org/articles/member-news/latest-applications
June 14, 2022

Latest Applications

Congratulations to local government professionals who are newly joined, transfers in status (membership upgrades), and reinstatements as full ICMA members.

New Full Members:

Jason Goldstein, Friendship Heights, MD

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Jason Goldstein** is listed below.]

Friendship Heights Village News
June 2022

New Assistant Village Manager and other staff changes

Following an extensive search that yielded some excellent candidates, the Council has hired **Jason Goldstein** to be the new Assistant Village Manager, beginning June 1. **Jason** was a former advisor to Senator Charles Schumer and has considerable public and private sector experience. We welcome him to our team!

There has been some turnover among the Village staff since the summer of 2021, including several long-serving staff members. Last month, Tracey Biagas resigned to pursue a new career opportunity. Tracey had a terrific 25- year career at the Village Center, serving mainly as Front Desk Supervisor but more recently as Facilities Manager. We will miss Tracey tremendously, and we wish her well in her new pursuits.

We are now advertising for the Facilities Manager position, as well as the Assistant to the Program Director position. The job announcements and position descriptions are posted on the Village website.

https://www.unescap.org/sites/default/files/Participants-25%20Nov.pdf
November 25, 2020

United Nations Economic and Social Commission for Asia and the Pacific (UNESCAP)

Ms. Armida Salsiah Alisjahbana, Executive Secretary

Mr. Kaveh Zahedi, Deputy Executive Secretary

Mr. Adnan Aliani, Director, Strategy and Programme Management Division,

Ms. Maria Misovicova, Officer-in-Charge, Capacity Development and Partnerships Section, Strategy and Programme Management Division

Ms. Wanphen L. Sreshthaputra, Programme Officer, Capacity Development and Partnership Section, Strategy and Programme Management Division

Mr. Stephen Banea, Associate Programme Management Officer, Capacity Development and Partnership Section, Strategy and Programme Management Division

Mr. Jason Goldstein, Consultant

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Please follow the link below to read the publication.]

https://www.unescap.org/sites/default/d8files/knowledge-products/2020-3rd-ap-ssc-role-build-back-better.pdf
NOVEMBER 2020

3rd Asia-Pacific Forum for South-South and Triangular Cooperation: The Role of South-South Cooperation in Building Back Better from COVID-19 Pandemic in Asia and the Pacific

By **Jason Goldstein,** Adnan Aliani and Maria Misovicova

Prepared as the background document for the 3rd Asia-Pacific Forum for South-South and Triangular Cooperation, this report examines the role of South-South and triangular cooperation in building back better from the COVID-19 pandemic in Asia and the Pacific. The report is structured around three sections. The first section provides an overview of where the region currently stands in terms of socio economic impacts of COVID-19 in Asia-Pacific.

The second section provides examples of the South-South and triangular cooperation actions undertaken by the United Nations, including ESCAP, regional and subregional organizations and countries in Asia and the Pacific to respond to and start recovering from the pandemic. The third section examines ways to accelerate recovery and resilience for all, bringing forward five recommendations for follow-up actions.

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

search.sunbiz.org

MAXIMUS MANAGEMENT ENTERPRISES, LLC

Florida Limited Liability Company
Detail by Entity Name

Title MGR

GOLDSTEIN, JASON
23110 STATE ROAD 54
LUTZ, FL 33549

Annual Reports

Report Year	Filed Date
2019	04/17/2019
2020	05/28/2020

https://sdgs.un.org/partnerships/south-south-technology-transfer-facility-sids#description
01 January 2018

South-South Technology Transfer Facility for SIDS
United Nations Office for South-South Cooperation
#SDGAction39984

Description. The main purpose of the Facility is to transfer technologies from providers to recipient SIDS with support from UNOSSC's South-South Global Assets and Technology Exchange (SS-GATE) platform. Such technologies range across various areas as sustainable agriculture, infrastructure, global health, dairy and agro-food processing, water management, and renewable energy. Furthermore, technology providers and financial investors from the South and from traditional Northern donors will be matched with the relevant business communities in SIDS. The Facility will also actively promote the use of the technologies across SIDS through organizing networking meetings and workshops to inform partners and representatives from SIDS about the initiative, available technologies, and success stories, while also identifying and nurturing innovative business ideas in the SIDS through strategic training and partnerships.

Implementation of the Project/Activity. Both UNOSSC and OHRLLS will be fully committed to ensure the appropriate and timely implementation of the South-South Technology Transfer Facility for SIDS.

Capacity. As mentioned in the Description section above, the core functionality of the South-South Technology Transfer Facility for SIDS is the transfer of technologies between SIDS members, as well as via South-South, North-South and triangular cooperation, with the sole purpose of benefiting SIDS countries.Capacity development in value-addition services such as consulting, training, legal advice and access to financing; Also, identify and nurture innovative business ideas through training.

Governed. UNOSSC and UN-OHRLLS will provide oversight and coordination for the South-South Technology Transfer Facility for SIDS, while SS-GATE will be designated as the implementing entity.

Partners
United Nations Office for South-South Cooperation (UNOSSC)
United Nations Office of the High Representative for Least Developed Countries, Landlocked Developing Countries and Small Island Developing States (UN-OHRLLS)
SIDS Group

Contact Information
Jason Goldstein, Project Coordinator
jason.goldstein@undp.org

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information pertaining to Mr. Goldstein is included.]

https://unfccc.int/resource/docs/2009/sb/eng/inf08.pdf
October 8, 2009

UNITED NATIONS

UNFCCC Framework Convention on Climate Change

Distr.
GENERAL

FCCC/SB/2009/INF.8
8 October 2009

ENGLISH/FRENCH/SPANISH
ONLY

AD HOC WORKING GROUP ON FURTHER COMMITMENTS FOR ANNEX I PARTIES UNDER THE KYOTO PROTOCOL
Ninth session
Bangkok, 28 September to 9 October 2009, and Barcelona, 2–6 November 2009

AD HOC WORKING GROUP ON LONG-TERM COOPERATIVE ACTION UNDER THE CONVENTION
Seventh session
Bangkok, 28 September to 9 October 2009, and Barcelona, 2–6 November 2009

List of participants

The attached list of participants attending the first part of the ninth session of the Ad Hoc Working Group on Further Commitments for Annex I Parties under the Kyoto Protocol and the first part of the seventh session of the Ad Hoc Working Group on Long-term Cooperative Action under the Convention has been prepared on the basis of information received by the secretariat as at Wednesday, 7 October 2009.

International Telecommunication Union

Ms. Maria Cristina Bueti
Policy Analyst, Strategic Planning and
Membership Department

Mr. Sameer Sharma
Senior Advisor

Mr. Jason Goldstein

Internet – Newspaper Archives Searches
Jason Ross Goldstein
(Articles are in reverse chronological order)

[CB&A Note: Only the information pertaining to Mr. Goldstein is included.]

https://www.unescap.org/sites/default/files/EGM-WSIS-REPORT.pdf
20-22 July 2009

UNITED NATIONS
ECONOMIC AND SOCIAL COMMISSION FOR ASIA AND THE PACIFIC
Expert Group Meeting on Regional Cooperation towards Building an Information Society in Asia and the Pacific
UNCC, Bangkok

ITU Regional Office for Asia and the Pacific

3. Mr. Jason Goldstein, ITU Regional Office for Asia and the Pacific presented the work of ITU towards the implementation of the outcomes of the World Summit on the Information Society (WSIS). He summarized that WSIS 2005 identified ITU as the lead moderator/facilitator for WSIS Action lines C2, C5 and C6. As the Facilitator for these Action Lines, ITU continued to carry out several activities, including preparation of a roadmap and consistent coordination and collaboration with the relevant stakeholders.

4. ITU-D had implemented numerous relevant activities between 2008 and 2009 under Action Line C2. Two upcoming events ITU plans to host were the Sub-regional Telecommunication Ministerial Forum for Cambodia, Lao PDR, Myanmar and Viet Nam in Viet Nam on 11-12 December, and Connect CIS in November in Minsk, Belarus. ITU also had several flagship initiatives and partnerships regarding C2, and both ITU-T and ITU-R remained active under this particular Action Line as well. ITU-D had strengthened confidence and security in the use of ICTs under Action Line C5 through several pertinent activities, such as GCA, COP, PAC CERT and IMPACT. The next event relating to this particular Action Line was the Asia-Pacific Regional Workshop on Frameworks for Cyber-security and Critical Information Infrastructure Protection (CIIP) in India, 23-25 September, 2009.

5. Under Action Line C6, ITU-D had remained very active by participating in many country specific actions while also hosting numerous WSIS cluster events, seminars, symposiums (next Global Symposium for Regulators would take place in Beirut, Lebanon, from 29

September to October 1 2009), meetings and events (next meeting would be the ACMA/ITU International Training Programme, held in Melbourne, Australia from 30 November to 4 December, and the ITU Forum on Human Capacity Development in Asia-Pacific Region in Brunei 14-17 December 2009). ITU-D also had 16 courses scheduled in 2009 under its Pacific Centre of Excellence (CoE), while also leading on ICTDec and G-Rex. ITU had developed a Roadmap entailing short-term, mid-term to long-term activities in which the objectives and established targets could be measured for C2, C5 and C6. Numerous national and regional challenges had consistently been encountered and ITU hasd made several recommendations to address them, including forming partnerships and contributing to UNGIS stockpiling database while also participating in the Open Consultations on the Financial Mechanisms, scheduled to be held in Geneva , October 2009.

Research Compiled by: Shannon Farr & Curtis Farr
Colin Baenziger & Associates

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING

Section 7

Kathleen A. Gunn

Juno Beach Town Manager Candidate Report

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Cover Letter and Resume

Kathleen Gunn
718-753-5357
kgunn96@gmail.com

May 22, 2026
Hon. Mayor Dave Santilli and Town Council
Town of Juno Beach
Juno Beach, Florida

Dear Mayor Santilli, Vice Mayor Davis, Vice Mayor Pro Tem Halpern, and Members of the Town Council:

Thank you for the privilege of serving the Town Council, staff, and residents of Juno Beach as Interim Town Manager. It is an honor, a privilege, and a genuine pleasure working with each of you, the staff, and the residents to execute the Town Council's goals and vision. Please accept this letter as an expression of my strong interest in the permanent Town Manager position.

My more than two decades of municipal executive leadership and service as a City Manager have prepared me for this wonderful opportunity. As a seasoned government professional, I pride myself on judiciously advising the Town Council, leading the Town and its staff, and providing continuity and tested executive management. Recent experience in both Juno Beach and Miami Shores Village has given me valuable insight into how to successfully align the Town's work plan with the ethos of a coastal community that prioritizes slow growth, conservation of environmental resources, and thoughtful stewardship of taxpayer funds.

I am especially drawn to Juno Beach's commitment to preserving its character while planning thoughtfully for the future. My service as Interim Town Manager has given me direct insight into the Town's operations, opportunities, and challenges, as well as a deep appreciation for the commitment of the Council and the staff.

The Council's emphasis on communication, transparency, and collaboration strongly aligns with my leadership style. In addition, serving as Interim Town Manager has given me firsthand knowledge of the Town's daily operations, organizational strengths, resident expectations, and the strategic issues facing the community, including redevelopment pressures, traffic concerns, and the importance of preserving Juno Beach's distinct character. That experience, combined with my prior leadership roles in other premier

coastal communities, positions me to step into the role with both immediate familiarity and long-range perspective.

Throughout my career, I have worked to implement the policies set by the elected officials I have served by developing strategic plans, capital improvement programs, and redevelopment strategies. At the direction of the elected bodies, I have led land development code rewrites and development of master plans for downtowns, the beach, and riverfront areas to ensure the right development in the right place. In addition to leading coastal communities, I am a long-time resident and homeowner in a coastal community, which has inspired my personal commitment to safeguarding them for future generations. I understand the importance of both protecting coastal character and natural resources while managing growth thoughtfully.

I am a committed public servant who thrives on collaboration and problem-solving. I enjoy helping communities flourish, especially when they need experienced leadership, clear communication, and someone who can work effectively with staff, elected officials, community stakeholders, and residents. I would be grateful for the opportunity to continue serving the Town of Juno Beach and to help ensure continuity, stability, and effective management in the future.

Thank you for your consideration of my application to serve as Town Manager of Juno Beach on a permanent basis. I welcome the opportunity to discuss how my background, experience, and skillset align with the Town's goals. It would be my honor to serve the Town of Juno Beach.

Sincerely,
Kathleen Gunn
Kathleen Gunn

KATHLEEN GUNN
910 Bay Drive #26
Miami Beach, FL 33141
718-753-5357 kgunn96@ gmail.com

PROFILE

Results-driven leader with more than two decades of success in crafting and executing policy in cities in Florida and New York. Engaged and enthusiastic servant leader, skilled in team building, organization, employee development, and project management. Strategist who excels at collaboration on complex projects with diverse groups to reach consensus, ensuring equity and inclusiveness.

CAREER HIGHLIGHTS

- Lead economic development teams in three South Florida cities attracting more than $150 million in capital investment and creating more than 950 jobs.
- Oversaw Fort Lauderdale Waterworks 2011, a $500 million water and sewer capital improvement project, which was completed on time and within budget.
- Co-wrote and implemented the White Plains economic development plan, which resulted in $600 million in private investment.

PROFESSIONAL EXPERIENCE

LUMINANCE LLC, Miami Beach, FL – Public Sector Consulting and Coaching provides customized consulting services and public sector solutions, including filling interim executive positions, team building, crisis management, leadership coaching, and training.

Founder/Chief Executive Officer (March 2023 – March 2024, August 2025 - Present)
Current assignment: Interim Town Manager of Juno Beach

- Under the guidance of the Town Council, direct and supervise Town government operations and staff. Current projects include preparing the budget and agendas, identifying a facilitator for a series of council work sessions, and determining appropriate expenditure of Building Department reserve funds.

Clients included Broward Sheriff's Office, City of Deerfield Beach (interim Parks and Recreation Director, City of Oakland Park (interim Planning and Zoning Director), and Town of Lauderdale-by-the-Sea.

VILLAGE OF MIAMI SHORES, FL – a community in Miami-Dade County with a population of 12,000, $46.9 million budget and more than 100 employees.

Deputy Village Manager (March 2024 – August 2025)

- Second in command of Village operations
- Created and delivered the first-ever Citizens Academy
- Oversaw zoning code rewrite to curb overbuilding
- Oversaw IT, Code Compliance, Planning and Zoning, Economic Development, Library, and Building functions

CITY OF TAMARAC, Tamarac, FL - a majority minority community located in west central Broward County in southeast Florida with a population of 72,000, $242 million budget and more than 400 employees. The City of Tamarac has a bond rating of AA.

City Manager (September 2021 – March 2023)

- Chief Executive Officer of a high-performance organization empowering and cultivating employee leaders by aligning values, strategy, culture, and budget.
- Reduced millage rate for two consecutive years while staying within budget.
- Secured nearly $2.5 million in new grant funding.
- Oversaw economic development efforts -5 of the largest commercial real estate transactions in Broward County including a brand-new business model Amazon facility.
- Completed Inspiration Way – A *museum without walls* public art installation.
- Invested in comprehensive technology, SMART city infrastructure, fiber optics, cloud computing, and cybersecurity.
- Won International Public Management Association for Human Resources Small Agency Award for Excellence, Cigna Culture of Well-Being Award, Center for Digital Government Digital Cities Award, Government Finance Officers Award, and ICMA Certificate of Excellence in Performance Management
- Implemented police community efforts that reduced crime by 20% in 2021.
- Administered $10 Million in COVID-related funding.
- Maintained ranking as one of 85 Accredited and ISO Class 1-rated Fire Departments
- Increased revenue by 100% within 1st seven months of the fiscal year at the city's golf course

Assistant City Manager (September 2017 – August 2021)

- Secured more than $800,000 in new grant funding.
- Architect and decision maker in the City's Strategic Plan, operating budget, capital improvement plan, emergency management, and major development projects.
- Oversaw Information Technology, City Clerk, Building Department, Public Information, Economic Development, Parks and Recreation.
- Co-created and directed messaging and branding across all media platforms.
- Conceived and lead economic development and redevelopment strategies.
- Developed and implemented equity initiatives in a minority majority community.

CITY OF MIRAMAR, Miramar, FL - a majority minority community located in southwest Broward County in southeast Florida with a population of 140,000, $250 million budget and 1,000 employees.

Assistant City Manager (November 2014 – August 2017)

- Reorganized the Cultural Affairs department; reduced costs by $1 Million per year.
- Secured more than $350,000 in new grant funding for various City departments.
- Oversaw Community and Economic Development, Parks and Recreation, Social Services and Cultural Affairs departments.
- Spearheaded the Business First corporate outreach to cultivate small business development and the aviation industry.

CATHOLIC EXTENSION, NY, NY (May 2012 – November 2014)

Northeast Director of Development

- Exceeded major gifts fundraising goal for 2013 by 20%

CITY OF FORT LAUDERDALE, Fort Lauderdale, FL – county seat and largest city in Broward County with a population of 180,000, $600 million budget and 2,600 employees.

Assistant City Manager *(2004 –2009, 2011)*

- Key Advisor, Decision Maker and Architect of executive team
  - Negotiated historic pension reform saving the City in excess of $100 million.
  - Eliminated $21 million insurance deficit in less than 5 years.
- Oversaw Planning and Zoning, Community Development, Economic Development, Parks and Recreation, Building Department, Code Enforcement, Grants and Legislative Affairs, Public Works departments and the Community Redevelopment Agency.
- Leveraged $13 million in community redevelopment funds, resulting in $358 million in private investments in the city's impoverished areas.
- Completed more than $100 million in capital projects
- Directed and implemented development guidelines and master plans in the downtown, at the beach, and along the New River to ensure the right development in the right place.
- Assisted in growing the City's fund balance from $875,000 to $78 million over five years.
- Developed a customized grants management system for $26M in grants.

Assistant to the City Manager (2009-2011)

- Developed and implemented a strategy for $8 million in federal stimulus dollars.
- Realized more than $300,000 in ad valorem taxes through annexation.

WHITE PLAINS BUSINESS IMPROVEMENT DISTRICT (BID), NY *(2002 –2004)*
Executive Director

CITY OF WHITE PLAINS, NY, Office of the Mayor *(1999 –2002)*
Policy Specialist

PROFESSIONAL ORGANIZATION MEMBERSHIPS

- Broward County City Managers Association, Vice President 2018-2021
- Florida City County Managers Association, Member
- International City Managers Association, Member

EDUCATION

Master of Public Administration, Bachelor of Arts in Political Science, MAGNA CUM LAUDE — ***Pace University***

Master of Pastoral Ministry, SUMMA CUM LAUDE — ***St. Thomas University***
Certificate in Spiritual Direction

Inner MBA Certificate –mindful leadership program — ***NYU Mindful Center***

Certificate of Recognition for Essentials of Fire Chaplaincy — ***Federation of Fire Chaplains***

Certified Professional Coach — ***University of Miami***

AWARDS

Broward County City Manager's Association – ***Excellence in Leadership***, 2022
Contextually Engaged Theological Education Foundation, ***Mercedes Iannone Legacy***, 2023

PUBLICATIONS

Career Pathways to Local Government Leadership: How to Navigate Up the Local Government Ladder
Keep Calm and Manage On: Dealing with the Personal and Professional Challenges of Disaster Recovery

Candidate Introduction

Section 7

KATHLEEN GUNN

EDUCATION

Masters of Public Administration, Bachelor of Arts in Political Science, Pace University
Masters of Pastoral Ministry, Certificate in Spiritual Direction, St. Thomas University
Doctor of Philosophy, Practical Theology, Palm Beach Atlantic University – 10 credits earned
Inner MBA Certificate – 9-month-long mindful leadership program, NYU Mindful Center

EXPERIENCE

Luminance, Founder/CEO - Management Consultant	2023 – present
Deputy Village Manager, Miami Shores Village, FL	2024 – 2025
City Manager, Tamarac, FL	2021 – 2023
Assistant City Manager, Tamarac, FL	2017 – 2021
Assistant City Manager, Miramar, FL	2014 – 2017
Northeast Director of Development, Catholic Extension	2012 – 2014
Graduate Assistant, St. Thomas University	2011 – 2012
Assistant City Manager, City of Fort Lauderdale	2004 – 2009, 2011
Assistant to the City Manager, City of Fort Lauderdale	2009 – 2011
Executive Director, White Plains Business Improvement District	2002 – 2004
Policy Specialist, City of White Plains, New York	1999 – 2002

BACKGROUND

I currently serve as the Interim Town Manager for the Town of Juno Beach, and in that role, I conducted due diligence to complete a building purchase, spoke with the Jupiter Town Manager and Finance Director, appraisers, residential broker, and commercial property owner. Secured the commercial property that the Town Council voted to purchase on 6/3/26. I wrote and solicited the RFP for the Juno Beach Town Council work session facilitator and then secured the facilitator who delivered the Town Council goal-setting session on June 4. Worked with Juno Beach PD to establish a brand-new light-duty policy for police officers. Met with each department about their budget and have worked closely with the Finance Director on monitoring the impacts of property tax reform on this and next year's budget.

My most recent full-time municipal employment was as Deputy Village Manager of Miami Shores (MSV), a second-in-command position for a community of 12,000, in Miami-Dade County. There are approximately 100 employees in MSV, and I directly supervised the Directors of Planning and Zoning, Code Enforcement, Information Technology, Building Department, Economic Development, and the Brockway Library. MSV's general fund budget for FY 25 was $46.9 million.

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KATHLEEN GUNN

The three most important issues MSV faced include overdevelopment and the push for slow growth, small-business development and retention, and building public trust through government transparency. In response to overdevelopment, I led the planning team in rewriting the residential code for single-family and multi-family homes. This initiative included extensive and robust community engagement, starting with zoning-in-progress, a strategic, abbreviated code rewrite to address immediate issues, and a complete overhaul of an antiquated zoning code that has recently been approved by their Planning and Zoning Board. This was done to preserve the community's "harmonious" character. For additional information, see:

https://www.msvfl.gov/departments/planningandzoning/residentialrcode
https://www.msvfl.gov/departments/planningandzoning/CRZoningDistrict

In Miami Shores, I oversaw a small-business development and retention effort that focused on learning how the Village could help them succeed. In response, the Village used its own Village-sponsored events to drive traffic to local businesses through a customized "buy local program" that included dedicated social media marketing. We also provided customized training programs for business owners on securing government contracts and marketing.

I also worked with the Village Manager to rebuild trust in the community following a period of dissension over planning by hosting extensive public outreach on development. I created and facilitated the MSV Citizens' Academy – the first 10-week civic training program in which residents met Village leaders and learned about the inner workings of Village government.

As City Manager of Tamarac, I led the day-to-day operations of a full-service municipality serving more than 72,000 residents. In FY 2023, the total budget was $242 Million with a $14.1 Million Capital Improvement Program. The city had 443 employees and a bond rating of AA. During my tenure, the surveys of residents and businesses reported satisfaction rates of 73% and 78%, respectively, exceeding state and national averages.

GENERAL, MANAGEMENT STYLE AND EXPERIENCE

In the short time of serving Juno Beach as the Interim Town Manager, I have become deeply invested in the success of the elected officials, staff, and residents of this beautiful coastal community. This experience has given me direct insight into the Town's operations, opportunities, and challenges, as well as a deep appreciation for the commitment of the Town Council and the staff. I want to be part of the community fabric that appreciates the simple pleasures of a stroll around Pelican Lake or gathering for Council Hour at Town Center. Juno Beach is at a tipping point, and it needs steady leadership. I have the experience, passion, and expertise to lead with integrity in executing the Town Council's vision.

Being the permanent Juno Beach Town Manager would be a privilege. For me, the Town Manager of Juno Beach position is not a stepping stone in my career, but rather an opportunity to

serve a unique, close-knit community and fulfill my calling as a public servant. It would be an honor to work with the Town Council to proactively protect and preserve the community's ethos of slow growth and ecological preservation for generations to come. My goal is to faithfully fulfill the Town Council's vision and help Juno Beach become a model community for environmental conservation while deftly navigating development pressures and without compromising the ecological uniqueness and natural beauty that make Juno Beach one of a kind.

In the more than 20 years I have been in South Florida, I have seen the wreckage that uncontrolled development leaves behind in communities. Juno Beach's commitment to slow growth will preserve its natural beauty and small-town charm, offering a way to preserve the best of South Florida without compromising the community's natural evolution.

The Council's emphasis on communication, transparency, and collaboration strongly aligns with my leadership style, and serving as Interim Town Manager has given me firsthand knowledge of the Town's daily operations, organizational strengths, resident expectations, and the strategic issues facing the community, including redevelopment pressures, traffic concerns, and the importance of preserving Juno Beach's distinct character. That experience, combined with my prior leadership roles in other premier coastal communities, positions me to step into the role with both immediate familiarity and long-range perspective. Recent experience in both Juno Beach and Miami Shores Village has given me valuable insight into the culture of a coastal community that prioritizes slow growth, conservation of environmental resources, and thoughtful stewardship of taxpayer funds.

As a seasoned government executive, my management style is marked by listening to the Mayor and Town Council, to the staff, and to the public. One of my most effective skills is taking what I hear and translating it into an actionable plan. I facilitate discussions to reach consensus. This process often takes time and requires patience, but the results pay off in better outcomes for all involved.

As Town Manager, I listen with kindness, empathy, and respect. This is the standard I model for staff to embody throughout the organization. I lead staff by example, modeling curiosity and commitment and affirming behavior that shapes the organizational culture. I provide support and coaching as needed. I actively listen to team members, assess their strengths and areas for improvement, and offer resources and connections to support both. I know how to surface the gifts in team members and help them stretch, creating greater professional satisfaction and better outcomes for the Town. I align people with the roles where their strengths best fit, and I am not afraid to make tough decisions when needed. This approach has worked, and I have successfully managed teams that consistently improved programs and services, steered communities to find their niche, leveraged their unique character, and achieved their strategic goals.

My team would say that I am a fair leader; that I care about them, work alongside them, and that I stand by them. They would say I respect them as professionals and give them the latitude they need to do their jobs, offering innovative suggestions and opportunities for professional growth

while providing resources and support as needed. They would also say I hold them accountable for delivering results. I am kind and empathic, set clear expectations, and hold people accountable. When people are treated well, they work harder, are loyal, and create communities where people want to invest, live, work, and play. Seeing people use their gifts and talents, and the value they bring to the organization, is extremely important. I regularly sent handwritten notes to staff to recognize great work. It lets employees know that they are seen and that their contributions matter to me. As I visited departments in Tamarac, I would often see those same notes displayed on their desks.

Elected officials I have served would say that I am trustworthy, fair, consistent, and that I care deeply about the community and my responsibilities. They would also say that I am a thought leader, I provide wise counsel, and treat them with respect, while recognizing our respective roles. They would say that I don't play favorites; I listen attentively and build consensus around divergent perspectives, aiming for win-win as often as possible. Elected officials would also tell you that I am apolitical. I do not get involved in issues that do not directly relate to my area of responsibility.

My greatest strength is responding to the needs outlined by the Mayor and Town Council. Once I receive consensus direction, I shape and execute strategic plans, complete capital improvement projects, and manage projects successfully. Another strength is my ability to see the big picture, communicate the vision, build programs from the ground up, and execute initiatives that make a difference. When I arrived in Tamarac, there was no economic development program in place. I initiated and led a customized, multi-pronged economic development approach that attracted desired commercial development, created a workforce development program, and cultivated business for local restaurants through "Savor the Flavors of Tamarac."

My weakness is that I forget to celebrate successes, which leads me to be critical of myself and the outcomes I achieve with my team. This flaw undervalues the importance of successful efforts and small wins that have major impacts on the community. I have learned over time to reframe and right-size my understanding and appreciate the importance of meaningful progress, even if the result is not the outcome I originally envisioned. My biggest failures have been expecting too much too quickly with implementing change. What I have learned over many years is that the wheels of government turn very slowly. There is no joy in completing a project that lacks buy-in. I have learned to approach projects methodically and inclusively to maximize results that several stakeholders can support and feel good about.

I use key performance indicators to measure performance and to determine if my team and I are meeting our goals. The Juno Beach Town Council has recently outlined broad goals, including updates to the Zoning Code, development, infrastructure improvements, strategic planning, and the Town's financial sustainability. At this point, I will categorize existing projects and measure progress in these categories around deadlines, budget, and objectives. Strategic planning is one of the goals identified by the Council. In Tamarac, we used a range of metrics to measure progress on internal projects and within the community. Strategic Planning and Performance | Tamarac, FL - Official Website

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KATHLEEN GUNN

I am adept at adapting to unforeseen events. An example of an innovative response to the mental health challenges faced by police during COVID was creating a space within the police department. The Zen Den was a space for officers to unwind after difficult calls and provided access to mindfulness practices to prevent burnout and cultivate resilience. The link below is to a news segment about the initiative:

https://wsvn.com/news/local/broward/zen-denin-tamarac-helps-broward-law-enforcement-to-de-stress-from-demands-of-job/

As Fort Lauderdale's Assistant City Manager, I led the Public Works team. During Hurricane Wilma, the devastating effects were felt by Fort Lauderdale's water utility plant, which served the FPL power plant. There was tremendous pressure to get the water back on because, without it, people throughout the region would not have electricity. We had to work quickly and without a handbook. It required agility, collaboration, creativity, and discipline. The team needed to make quick calls with the best available information. My overall takeaway from natural disasters is to prepare as best you can and then be decisive when you understand the nature and extent of the damage.

One of my biggest achievements was to preserve the community character of Miami Shores Village by working with the team to strategically improve the code to prevent the proliferation of "sugar cube" homes. I am also proud of successfully leading the City of Tamarac through several crises, including managing viral incidents involving the police and the commission, hurricanes, a pandemic, and the arrest of my predecessor. My ability to stay calm while leading a cohesive team to execute plans effectively in extremely challenging circumstances is exceptional.

Throughout my career, I have needed to fire people. It is never pleasant, nor is it a complete surprise to the employee. I am a direct communicator, and before any staff member is fired, they are aware that they are not meeting expectations. They are given ample opportunity to improve, and training is provided if needed. Depending on the level of their position, they may be placed on performance improvement plans. Throughout such processes, I work directly with Human Resources to ensure there is a fair process that complies with applicable collective bargaining agreements and employment law.

The most important challenge for the person taking the Juno Beach Town Manager job will be to restore trust within the community. Transparent, consistent, clear, and unbiased communication will be integral to restoring trust among the staff, the public, and the elected officials. If selected as the permanent manager of Juno Beach, I will continue to build trust with elected officials by demonstrating that I can be relied upon and will take care of them and the Town. Some of the other challenges I see facing the Town of Juno Beach are (1) redevelopment pressure and current legal restrictions (SB 180) that hamstring local governments when it comes to implementing more restrictive or burdensome regulations, (2) balancing the small-town quality of life and the threat of property tax reform, which could seriously impact the Town's fiscal resiliency, and (3)

funding, financing, and implementing a capital improvement program to invest in and upgrade the Town's infrastructure and facilities.

During the first six months, my efforts will focus on getting to know the community, elected officials, staff, the organization, and its culture, which will take considerable time and effort. The Town needs consistent, neutral communication to the public to enhance transparency and restore public trust. Social media could assist. In my interim role, I have already begun assessing town operations through interactions with the staff and elected officials. I am also in the process of working on the budget and familiarizing myself with the Certified Annual Financial Report and the Comprehensive Plan.

In working with the media, I ensure that I provide factual, accurate, and timely information. I am forthright and measured in communicating with the press. The public information function of a town is extremely important, and it requires great. I am careful to never speak for the Town unless authorized to do so and would never engage in "tit for tat" with elected officials of the Town.

In Juno Beach, I would use social media, namely Nextdoor, Facebook, and Instagram, to provide consistent and neutral messages to the public. I would use the platforms to deliver critical emergency messages, celebrate successes, and notify the public of upcoming events in the Town.

Although you can't please everyone, I do not anticipate anyone contacting the Town of Juno Beach with negative feedback on me personally, my decisions, or leadership style.

In my leisure time, I enjoy spending time with my husband, stepchildren, and family, walking along the beach, reading, practicing yoga, listening to podcasts, cooking, and hosting friends and family for meals.

SIX ADJECTIVES OR PHRASES I WOULD USE TO DESCRIBE MYSELF

- Ethical and Emotionally Intelligent Leader
- Collaborative Community Builder
- Strategist
- Team Builder and Cultivator
- Expert Communicator
- Creative Visionary

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KATHLEEN GUNN

REASON FOR DEPARTING CURRENT POSITION

At present, I serve as the Interim Town Manager of Juno Beach. I have been working full-time on my Doctorate and working part-time. I left my role as the Deputy Village Manager of Miami Shores Village to pursue my Doctorate Degree. Prior to that, I ran my own consulting firm, serving various municipalities throughout Broward County, in roles ranging from Director of Planning and Zoning to leadership coach in Lauderdale-by-the-Sea.

MOST RECENT SALARY

As Interim Town Manager, my rate is $119/hour. My final compensation at Miami Shores Village was $189,000 plus a matching contribution to a 401 (a) and a voluntary 403 (b) retirement plan, health, dental, and vision insurance, a vehicle, and a cell phone allowance. My final compensation as City Manager at the City of Tamarac was $225,000, plus vehicle and cell phone allowances, along with a retirement plan, and full health benefits provided to my spouse and me at no cost to me, among others.

CB&A Background Checks

Background Check Summary for
KATHLEEN ANN GUNN

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Miami-Dade County, FL	No Records Found
Broward County, FL	No Records Found
New York County, NY	Not Available*
State	
Florida	No Records Found
New York	Not Available*

Civil Records Checks:

County	
Miami-Dade County, FL	No Records Found
Broward County, FL	No Records Found
New York County, NY	Not Available*
Federal	
Florida	**December 2015** – Civil rights lawsuit filed against the City of Miramar including Ms. Gunn in her individual and official capacities as Assistant City Manager. **May 2017** – Terminated. **January 2018** – Voluntary Dismissal with Prejudice. **See personal disclosure for candidate explanation for records found.*
New York	Not Available*

Motor Vehicle

Florida	No Records Found

Credit Excellent

*Records are only available in this state for the past seven years and the candidate worked there prior to that period.

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Background Check Summary for
KATHLEEN ANN GUNN

Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

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Background Check Summary for
KATHLEEN ANN GUNN
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: Kathleen Gunn

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes (No)
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes (No)
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes (No)
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes (No)
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes (No)
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes (No)
7. Have you ever sued a current or former employer?
   Yes (No)
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one. Instagram: Kgunn16 LinkedIn: Kathleen-gunn-900466874 Facebook: facebook.com/Kathleen-gunn-5661
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes (No)
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

Employment lawsuit Bourdeau – Quispe vs City of Miramar et al

Attested to: Kathleen Gunn
Signature of Applicant

Please email this form via PDF DOCUMENT to Monique@cb-asso.com or via fax to

CB&A Reference Notes

George Gretsas – Former City Manager, City of Fort Lauderdale, FL 954-649-6464

Mr. Gretsas has known Ms. Gunn since around 1998. He was the Executive Officer for the City of White Plains, NY, and Ms. Gunn was working for a local Congresswoman. She worked with constituents and organized community forums. He offered her a position in White Plains, and they worked together until 2002. He left White Plains in 2004 to become the City Manager for Fort Lauderdale and hired her as the Assistant City Manager there. She eventually left Fort Lauderdale to go back to school. When Mr. Gretsas was hired in the City of Homestead he offered her a position. She did not accept the job offer but they have kept in touch since.

The talent and skills that Ms. Gunn has are needed in government. She can work with staff, elected officials, and constituents. She is good at messaging, policies, and running the government efficiently. She communicates very well in a pressure cooker environment.

Ms. Gunn makes good decisions and they have been proven. The fruits of her labors are visible. She makes excellent decisions because she is thoughtful and collaborative. She understands that she cannot run the city on her own and keeps a good balance between the advice that she receives from staff and where the elected officials are on policy.

Ms. Gunn is very innovative and a change agent. However, when working with a Board who prefers the status quo, she provides more status quo than change. If working for a Board that wants change, she is very capable of change. The elected officials set policy and she follows it.

On the operational side Ms. Gunn implements processes related to efficiency, accountability, and creating a better constituent interface. When the elected officials are not delving into the minutia and she can make organizational changes, she always seeks to improve the organization.

When Ms. Gunn was hired the city was in the midst of a bond referendum for fire stations. This referendum required an enormous amount of community outreach which she handled. The community also had around a hundred different groups that required attention. She was the liaison for many of them and did very well. She has a nice demeanor and is very friendly. At times constituents do not understand the facts and when explained to them, they do not always like what they hear. She can be tough when she needs to be.

Mr. Gretsas expected a high level of communication, and they worked very well together. They kept each other informed and enjoyed a good partnership. The office felt more like a family environment and employees could share day-to-day items. Commission meetings were held every two weeks and generally went from 2 p.m. to 2 a.m. To increase efficiency, Mr. Gretsas and Ms. Gunn met with elected officials to brief them prior to the meetings. The elected officials in Fort Lauderdale and the Mayor in White Plains loved working with her.

During the planning of the fire stations, conflicts flared between the engineering division, fire department, and the union. The budget was set and they needed to stay within it, but the union was very demanding while the engineering department was very utilitarian. For example, the

union wanted doors that cost a million dollars while the engineers wanted doors that cost $100. Ms. Gunn had to work through the process and find a compromise while keeping the project on time and on budget. She worked with her team and did very well.

During their time in Fort Lauderdale, the city did not need to raise the millage rate. Ms. Gunn helped achieve this goal by helping departments live within their financial constraints. She was also helpful in managing the resources of the organization so that layoffs were never necessary.

Working on the agenda is a significant task but Ms. Gunn always meets her deadlines. She has been working in government for many years, if she could not manage stress, she would have been out a long time ago. She does well.

Ms. Gunn's supervisor in Tamarac was involved in controversy, but Ms. Gunn was not involved or even close to the issue. Nothing in her background would concern a reasonable person. In fact, you would have a hard time finding someone with more integrity. Mr. Gretsas does not know anyone who does not like Ms. Gunn. No one ever complained about her to him, which is rare.

Ms. Gunn was a great City Manager for Tamarac. She was in a very difficult situation where she replaced someone who left in a cloud of scandal and she did very well. Her greatest strength is seeing her work as a mission and not a job. She is a servant leader who serves the public.

Words or phrases used to describe Kathleen Gunn:

- Tremendous integrity,
- Mission oriented,
- Trustworthy,
- Good person,
- Likeable, and
- Good leader and good follower.

Strengths: Experienced, talented, works well with others, good at messaging and policy, efficient, communication.

Weaknesses: None identified.

Chanae Wood – Village Attorney, Village of Miami Shores, FL 786-838-1744

Ms. Wood was the Village Attorney while Ms. Gunn was the Village Manager. They worked together from 2024 to 2025 and have remained in contact. Ms. Gunn is an overall great individual.

Reference Notes
Kathleen Gunn

Miami Shores is a small community and operated without many of the formal processes that larger communities have. Ms. Gunn saw the need and took the opportunity to improve the organization by implementing systems to keep track of the agenda, deadlines, and requirements. She did a great job in this regard.

When it came to personnel management, Ms. Gunn ensured that all employees felt appreciated. She sent texts after meetings when they did well. She did a great job building the team. She held more meetings than most in her position because communication is important to her and she wanted to keep the staff informed. Her decisions are good.

While Ms. Gunn wanted to be innovative, Miami Shores preferred the status quo. If working with a Council who wanted more innovation, she would excel and help systems operate better. In Miami Shores, she gave the Council what they wanted and made improvements where she could.

As the right hand for the manager, Ms. Gunn was very involved in the community and in the citizens' academy. She maintained relationships with influential residents and was the liaison between the Manager's office and the community. She was very much a team player.

During Ms. Gunn's tenure they were making changes to their CR regulations, and it was extremely controversial. The public was very present and vocal in their opinions. She was very instrumental in mapping out the timeline with the consultant. She read the room and understood the timing that needed to happen. She suggested they hold more workshops to facilitate the process. She played a crucial role in the process and the regulations were passed.

The budgeting process was difficult because the Village had very limited resources. Ms. Gunn played a larger role in the process than she anticipated when she was hired because of the nature of the Village and limitations. She meets deadlines.

Ms. Gunn was very professional when she left the Village. She did very well under pressure and handled the process very well, even though it must have been stressful. She has not been involved in any personal or professional controversy. While Ms. Wood is not entirely sure why Ms. Gunn left Miami Shores, as they did not discuss it, one potential reason is that she was not able to make the positive change that she desired to make.

Ms. Wood would definitely hire Ms. Gunn. She is a great manager and a great individual. She is very ethical. Working with her was a phenomenal experience.

Words or phrases used to describe Kathleen Gunn:

- Intentional,
- Responsible,
- Thorough,
- Introspective,
- Thoughtful, and
- Detail oriented.

Strengths: Very intuitive of staff and how something might affect departmental functioning, sees the organization as a whole, very organized, great team builder, good at the employee morale component.

Weaknesses: While she is very quick to respond, which is a strength, she may need to double-check information before responding at times.

Jeff Cirminiello – Former Police Captain, City of Tamarac, FL 954-529-0647

Mr. Cirminiello has known Ms. Gunn since around 2018. Mr. Cirminiello has spent over 29 years working with many city and county officials. Ms. Gunn is the best that he has ever worked with. He is writing a book that is a City Manager's guide to business and public safety and has mentioned her in his book because he respects her.

Ms. Gunn is very smart, and she knows how to build teams. The staff rallied behind her, and she made good hiring decisions. The City was in turmoil because the former City Manager was arrested. Ms. Gunn was not involved but she had to pick up the pieces and motivate the team. The way she pulled everyone together and made the organization stronger was admirable.

Ms. Gunn's decisions are always on point. She is a change agent when she needs to be, but she always maintains a high level of performance from her team. She adopts the team that she is given and brings them to a higher level even under very adverse conditions. Through her leadership and the processes that she establishes, the staff is already ready for the next step.

Active in the community Ms. Gunn attended many community meetings. The residents and business owners loved her. She was very sweet, very approachable, and very down to earth.

When the former City Manager was arrested the staff knew very little and were dealing with internal politics. They formed into camps and there was quite a bit of information and misinformation being shared. Ms. Gunn saw what was happening and called meetings so that everyone could sit down together. She found common ground and created a plan to address the issues. The allegations involved developers and payments, so processes had to be adjusted. She navigated the situation so well that the turmoil ended faster than it could have. She was very transparent with the team, the elected officials, and the public. In this situation it would have been very easy to blame the former manager, but she never spoke negatively about anyone. She just rebranded the organization under her leadership.

While the Commissioners were very difficult to appease when it came to the budget process, Ms. Gunn was able to keep them happy. She prioritized their agendas and balanced their needs with the City's needs and the departments' needs.

Ms. Gunn was very good at meeting deadlines. One of the ways that she responded to stress was through meditation. She also held staff retreats to take the stress off and help employees

recharge. She created an environment where communication was easy. Bringing her problems felt easy and the collaboration encouraged creativity.

Ms. Gunn's background is clear of anything that would embarrass or concern an employer. Mr. Cirminiello would hire Ms. Gunn, and he would work for her again without hesitation. He really believes in her and her abilities. All the executives and Directors loved her. Working in Tamarac at that time was very difficult and she was the only glimmer of hope. She spent time with the employees and made it a nice place to work.

Words or phrases used to describe Kathleen Gunn:

- Smart,
- Great steward / fiscally responsible,
- Strong moral compass,
- Very ethical,
- Very even temperament, and
- Steady.

Strengths: Decisive decision maker, always very well prepared for situations.

Weaknesses: None identified.

Joseph Corradino – Principal, Corradino Group, Pinecrest, FL 305-606-2364

Mr. Corradino met Ms. Gunn through a mutual friend in 2023. Mr. Corradino is a consultant who specializes in Planning and Zoning. They worked together in Miami Shores from 2024 to 2025.

Ms. Gunn is an excellent manager and a top-notch person. Her hiring choices are excellent. Her decisions are very strong and very strategic in general. She likes to weigh the options, talk options out, and build consensus before moving forward. Her process leads to good decisions.

While Ms. Gunn can be innovative or maintain operations at a high level, she excels at change. Miami Shores needed to adjust their culture, and she assisted with the transformation. One of her best skills is communication and she keeps everyone informed. Communication is open, flowing back and forth, which keeps everyone on the same page.

Miami Shores held numerous community meetings for zoning rewrites which were very controversial. Ms. Gunn attended the meetings and interacted well with the public. The residents were distrustful of the elected officials, administration, and the consultants at the time. Ms. Gunn gained their trust, which turned the process around and moved it in the right direction.

Miami Shores had rewritten their comp plan, and the residents did not like the new plan. The leadership team who passed this plan were removed from their positions. Ms. Gunn was hired and oversaw the team to rewrite the sections related to residential and development. Staff felt like they were on the firing line and the team did not trust each other at first. She built confidence with the staff and in the community. The final product was accepted, which was a remarkable feat considering the circumstances.

Ms. Gunn completed her work in a timely fashion. When something was stressful, she responded calmly and with a sense of humor. She built a great team and made the work fun and easy.

Zoning is the most controversial topic that anyone can be involved in. Ms. Gunn worked on zoning issues that were very contentious, but she was not involved in any personal controversy. She left Miami Shores to pursue a degree. She was universally loved in Miami Shores.

Mr. Corradino would hire Ms. Gunn in a heartbeat. She is an excellent manager and one of the best people that he has ever met. She is a pleasure to be around, and she inspires her team well. She is the person you want next to you in a foxhole. She will be an asset to any team.

Words or phrases used to describe Kathleen Gunn:

- Funny,
- Smart,
- Bright,
- Well educated,
- Thoughtful,
- Caring, and
- Competent.

Strengths: Great manager of the people, great listener, friendly, personable, disarming, charming, can implement things very well.

Weaknesses: She occasionally will start on a track and chase it until it is done, which could be off topic now and again.

Esmond Scott – Village Manager, Village of Miami Shores, FL 305-924-3113

Mr. Scott has known Ms. Gunn since around 2020. They met at a Florida City Management Association meeting. He later hired her in Miami Shores, and they worked together from 2024 to 2025. Ms. Gunn is an excellent and experienced municipal employee.

Reference Notes
Kathleen Gunn

Ms. Gunn was given responsibility over certain areas like zoning, code enforcement, the library, and IT, which was going through a huge renaissance at the time she came in. She handled other items and tasks as they came in.

Ms. Gunn is innovative and a change agent. She can maintain an organization at a high level. Her decisions are good. She keeps others informed. She is a leader who sees the vision of the elected officials and then rallies the employees around it.

Ms. Gunn attended every Council meeting. When they had multiple projects in process, they would divide and conquer. Mr. Scott was comfortable letting her lead the charge because she always represents the organization, elected officials, and the community well.

Their comp plan was a real mess, and they lost the Planning and Zoning Director which created many difficulties. Ms. Gunn was hired and saw the process through to the end. They all breathed a sigh of relief when it was done. She also launched their first citizens' academy.

Ms. Gunn assisted in changing the organizational structure to be more efficient. While the project was not completed when she resigned, she assisted with the process. She has good financial skills. She finishes tasks by the deadline given. She manages stress well.

Tamarac had some controversy, but after reading what he could about the situation, Mr. Scott did not believe that she was involved. She also had the support of other government officials in the state. Mr. Scott is not aware of anything controversial involving Ms. Gunn.

They were sad when Ms. Gunn left Miami Shores, but she wanted to further her education. Otherwise, she would still be working there. Mr. Scott would hire Ms. Gunn without any hesitation. They appreciated her energy, her knowledge, and her extensive list of contacts. Working with her was a joy because he could relax and take time off knowing that she could cover anything that came up. She is very well regarded in the industry.

Words or phrases used to describe Kathleen Gunn:

- Energetic,
- Analytical,
- Compassionate,
- Leader,
- Planner – she is always ahead,
- Competent.

Reference Notes
Kathleen Gunn

Strengths: Analytical, likes to move things along, guides the process, can read the tea leaves.

Weaknesses: Government has processes and everyone marches to their own beat. She is a doer who wants everything done yesterday. At times she was ahead of Mr. Scott but that helped him in the long run.

Percy Sayles – Former Fire Chief and Interim Assistant City Manager, Tamarac, FL
954-557-4446

Mr. Sayles worked with Ms. Gunn from 2017 to 2023. When Ms. Gunn became the City Manager, she appointed Mr. Sayles as the Interim Assistant City Manager, and they worked very closely together. When Ms. Gunn met with Mr. Sayles after becoming the manager, she commented on all the work he had done over the years. She sees employees, and their efforts, which helped the staff to feel valued.

When hiring, Ms. Gunn does a good job reading the resume and the people. She takes the time to get to know them and does a good job evaluating talent. She is a deliberate decision maker who recognizes the consequences of actions and does not rush to a solution. That said, she can make a quick decision when needed.

Some managers come in and immediately make changes which is very disruptive. Ms. Gunn took the time to view the scenery, and once she had a handle on how the organization worked, she began to implement her ideas and adjust processes to improve operations. Her approach was very appreciated. Right before she left, she brought the staff together and gave a speech that was extremely moving. She was very good to the staff. She was also very engaged with the business community which made a significant difference to the City. She sent employees to conferences, ran bus tours for vendors, and brought industry to the community. She did a great job.

As Assistant City Manager Ms. Gunn wrote speeches for the City Manager. Once she became the manager, she then gave the speeches. She led events like the Fourth of July celebration and Reaching for the Stars. She was excellent with the public and was the primary complaint taker as citizens came to her with their issues. She was very personable and warm, without being aggressive. She was easy to relate to.

A water main break on the east side of the city left residents without water for at least a week. The water in that section of town was purchased from Fort Lauderdale which meant that Tamarac had no control over the water system but was responsible to the citizens who live in the area. The situation was incredibly difficult. Ms. Gunn brought the team together and they brainstormed on what they could do and what resources were needed. They held community meetings, did water drops for residents, and put notices on doors. She dealt with the political aspect and the expectations of the community. She did a great job leading them through the crisis. She was good at networking and her contacts from when she worked in Fort Lauderdale were beneficial. She kept everyone informed along the way.

Reference Notes
Kathleen Gunn

Ms. Gunn oversaw the finance department and gained experience managing the budget. She was detail oriented. She did not try to handle accounts receivable, but she understood the budget and did a good job managing it.

Commissioners often have different objectives, and their individual goals can be different from what the residents want. Ms. Gunn was responsible for the redevelopment of the strategic plan, and she did a great job leading the process with the elected officials and the residents. During covid, she established a testing site very quickly. She led quite a bit of development including parks, a fire station, and the downtown area, which were all time sensitive. Every week she asked the employees working on each project to provide an update.

Tamarac is a great City, but the politics can be tricky. Their long tenured manager was arrested, and Ms. Gunn was thrust into the role immediately. Also, the employees are fantastic, but they have had some controversial construction projects that have been political hotbeds. She is no stranger to controversy and led the organization through it. Nothing in her background or conduct would concern a reasonable person. A Commissioner wanted a manager who would do exactly what he said regardless of the impact on the community. Ms. Gunn decided to resign rather than to move forward in a direction she felt would be detrimental to Tamarac.

Mr. Sayles would definitely hire Ms. Gunn and would work with her again. She was a pleasure to work with and managed the City well. Every department head felt she was the right person to become the manager at the time she did, and she was also the right person for the community. Her departure was a great loss.

Words or phrases used to describe Kathleen Gunn:

- Thoughtful,
- Strategic thinker,
- Focused,
- Values employees,
- Dedicated, and
- Puts community needs first.

Strengths: Hard worker, detail oriented, connects the dots very well. She understands the nuances of the community perspective, elected officials, and employees and does a good job connecting them.

Weaknesses: She has a heart for people, which is a strength and a weakness at the same time. She really cares about people and doing the right thing.

Reference Notes
Kathleen Gunn

John Herin – Former City Attorney, City of Tamarac, FL 305-409-0107

Mr. Herin worked with Ms. Gunn for about two years starting in 2021. While Mr. Herin was an external attorney, they interacted on an almost daily basis. Their interactions were very good, and she was always professional.

Ms. Gunn appreciates and welcomes team input from those she works with, which is such a valuable trait in their work. She inherited a fairly complete staff when she became manager, but some of them were interims. She gave the interims an opportunity to prove themselves and if they did, she promoted them. If not, she hired someone from outside the organization. Her decisions on who to promote, and when to hire from outside, were very good as were her decisions in general.

Ms. Gunn made it a point to attend community events and be out in the community. She was very visible and attended events like the Veteran's Day Celebration, and the 911 memorial event. She was very responsive.

One of Ms. Gunn's assets was her willingness to listen and take other positions into consideration when preparing to make recommendations to the Commission. They communicated on a wide range of matters that impacted their respective areas of responsibilities. She was a good team player.

Her last year as manager, Ms. Gunn proposed a budget that included an increase in millage rate which required a super majority vote. Two of the five Commissioners refused to adopt the budget as it was. The budget hearing lasted several hours. She could see that the budget would not be adopted. On the fly she met with senior staff in a side room, reworked the budget, and moved some things around. The budget was passed that evening by a 5-0 vote.

While Ms. Gunn works well in stressful situations, she will not compromise herself for political expediency. The Commission was split and did not see eye to eye. Meetings were often heated. She realized that her peace of mind was important and decided to resign. She is principled and ethical, which is a rare commodity in the business they are in.

None of the controversy in Tamarac was caused by Ms. Gunn. Mr. Herin is not aware of any negatives in her background. Every public official has critics, and a manager cannot make everyone happy. That said, those in Tamarac, and in the region, have said they enjoyed working with her and thought highly of her.

Mr. Herin would hire Ms. Gunn. Everyone speaks very highly of her and her work. She would be an asset to any community. She is a great manager.

Reference Notes
Kathleen Gunn

Words or phrases used to describe Kathleen Gunn:

- Team player,
- Listens well,
- Thoughtful – thinks out her position before stating it,
- Tenacious,
- Principled, and
- Ethical.

Strengths: Listens, takes input from all involved before making a decision, team player, gets along well with others which is important in the work they do.

Weaknesses: She has only been a City Manager for a short time. That said, she was an assistant manager for a long time and has an extensive background in the public sector. Dealing with the challenges in Tamarac provided even more experience on how to deal with stressful situations and varied interests that pull in different directions.

Laura Karpaviciute – Former Assistant to the City Manager, City of Tamarac, FL
561-674-2014

Ms. Karpaviciute has known Ms. Gunn since 2017. Ms. Karpaviciute worked with Ms. Gunn both as the Assistant City Manager and the City Manager.

Ms. Gunn is excellent. She is very people focused and knows how to bring out the best in the employees. She is really great at recognizing their strengths and then deploying them. She is very personable and very caring. She teaches employees what they need to learn without making them feel like they are lacking. She is very intelligent and a great leader. She can put things together that others cannot connect. She excels at building organizational culture and is innovative, creative, and strategic. She has the vision and knows how to get there.

The culture in the manager's office was good, and they were a tight group. Everyone pulled together and helped each other. Ms. Gunn made great decisions, both when hiring staff and in general. She is generally very good with people, both in the organization and in the community.

As a manager, Ms. Gunn does not feel the need to be in the weeds with employees, but if she does not know something, she will ask about it to learn. She picks up on things that need to be improved, both in terms of people and processes. She keeps everyone informed.

Through regular staff meetings Ms. Gunn kept everyone in the loop. Directors felt comfortable going to her to discuss matters. She led the team through the covid pandemic. During the George Floyd event she had an impactful conversation with the executive team that ended up in a partnership with human resources. They scheduled time for conversations with employees where

they could openly talk about how what was happening nationwide impacted them personally. Having an outlet in the workplace was meaningful to the employees.

Ms. Gunn is very strong and experienced in economic development. Tamarac has a lower income demographic, and she employed her incredible people skills to make significant changes in one prominent corridor of the community. She is great with budget and contracts and can figure out what the city needs as a whole. She ensures that issues are addressed properly. She is very smart with customer service and making sure the processes are business friendly.

When it came to contracts, Ms. Gunn realized when they were not the best deal for the City. Her financial skills were good. When the City Manager was arrested, she stepped into his role. Also, there was some conflict among elected officials which could create challenging situations, and she handled it all well. She was very big on mental health and wellness. She implemented a relaxation room for employees. She knew the techniques and applied them to herself and her work, which helped her team thrive.

Ms. Karpaviciute is not aware of anything controversial that involves Ms. Gunn, nor does she know anyone who has a negative opinion of Ms. Gunn. Ms. Karpaviciute would definitely hire Ms. Gunn. She is a great manager, and you cannot go wrong in hiring her.

Words or phrases used to describe Kathleen Gunn:

- Enthusiastic,
- Smart,
- Caring,
- Driven,
- Focused,
- Works very hard,
- Always planning the next thing,
- Great with people, and
- Great leader.

Strengths: People skills, very bright, organized, great common sense, innovative. Knows how to work with all kinds of people and different personalities. She is great with elected officials and is always respectful of them.

Weaknesses: None identified.

Julie Fishman – Former Commissioner, City of Tamarac, FL 954-461-1311

Ms. Fishman has known Ms. Gunn since 2017. Ms. Gunn was an excellent manager. She was always very conscious of time frames and when the Commission needed something it was

always a quick turnaround. She was always very good at making sure that she understood what was needed, so that she had it right the first time.

Ms. Gunn was part of the interviewing and hiring process. The team hired some great people, and the quality of their staff is impressive. Her decisions are good. She is innovative, a change agent, and she maintains the organization at a high level. She shared great ideas from her previous employment if she thought they would benefit Tamarac.

Visible in the community, Ms. Gunn communicated well with the public. She listened to learn how the residents felt which made her very well liked in the community. She was good at keeping everyone informed. Her job revolved around leading the team to resolve issues. She encouraged staff to share their ideas and concerns so they could work through them together.

When the Commission asked for something, and specified a time constraint, Ms. Gunn always returned with the information well before the deadline. She is very calm in stressful situations. She stays focused on the resolution rather than becoming caught up in the emotion.

Nothing in Ms. Gunn's past would concern an employer. The Commissioners she worked with were more politically motivated than past Commissioners, but she was good at maneuvering the environment and dealing with the personalities.

Ms. Fishman would definitely hire Ms. Gunn as she is a good manager. Even in the most frustrating times she kept her cool, which is important working in a city of any size.

Words or phrases used to describe Kathleen Gunn:

- Hard working,
- Cheerful,
- Calm,
- Timely,
- Team builder, and
- Team member – lets others shine.

Strengths: Communication. One example is that she clarifies what she thinks that the Commission is asking her for to ensure that she understands correctly.

Weaknesses: None identified.

Barbara Tarnove – President, Tamarac Historical Society, Tamarac, FL 954-328-0401

Ms. Tarnove has known Ms. Gunn since 2017. Ms. Tarnove works closely with the City, but the Historical Society is a separate organization. Every interaction with Ms. Gunn was a pleasure.

She was so sweet and accommodating while providing anything that was needed. She was easy to approach and had great ideas.

A visionary, Ms. Gunn worked to bring new businesses and developers to Tamarac. At a convention in Orlando, she invited vendors to Tamarac and took them on a bus tour through the city, which had never been done before.

Everything that Ms. Gunn did was in the best interest of the city and its residents, and everything that she proposed worked out the way that she expected it to. She made good decisions and was savvy enough to be able to see the outcome of various initiatives before moving forward.

Ms. Gunn was very involved and attended every event because she understands the importance of being connected to the community. She interacted extremely well with the Historical Society. She offered suggestions and it was more of a collaboration. Ms. Tarnove appreciated that Ms. Gunn did not come in and tell them what to do.

When Ms. Gunn received an email or text, she generally responded within twenty minutes even if it was just to explain that she was in a meeting and would call when the meeting was over.

Ms. Tarnove is not aware of any negatives in Ms. Gunn's background or conduct that would concern a reasonable person. Ms. Tarnove does not know anyone who would disagree with the statements in this reference.

Ms. Tarnove would hire Ms. Gunn as she was a good manager for Tamarac. Ms. Tarnove was very sorry to see Ms. Gunn go. Ms. Gunn is one of those rare individuals that does not try to make it all about her. She truly cares about others.

Words or phrases used to describe Kathleen Gunn:

- Friendly,
- Approachable, and
- Knowledgeable.

Strengths: Approachable, personable, visionary.

Weaknesses: Anyone who covers as much territory as a city manager must have fingers in everything going on while doing the best job they can, and it can be challenging.

David Hebert – Former City Manager, City of Oakland Park, FL 954-632-6040

Mr. Hebert worked with Ms. Gunn from 2004 to 2010 for the City of Fort Lauderdale. They have stayed in touch and have continued to collaborate. She was an exceptional employee.

Economic development, redevelopment, and working with small businesses in the community were Ms. Gunn's claim to fame in Fort Lauderdale. She oversaw the administrative departments that were primarily focused on these areas. She understands how to crunch numbers, set timelines, establish goals for the community and work with businesses. She is beyond competent, and her decisions are always, or almost always, very good.

When Ms. Gunn walked into a room everyone loved her. She was charming and graceful. Fort Lauderdale had a bond referendum for a Fire Station that went to the voters. They worked closely together, and Ms. Gunn was wonderful about passing along information. The effort extended beyond both of their tenures, but it was very successful. She was an excellent partner in working through cross disciplinary challenges.

Not a procrastinator, Ms. Gunn accomplishes the work and always delivers a first-rate product. She is very much on top of her game and a person of her word. When she tells you she will have something to you by a certain date, it is never late. She is extremely disciplined.

The City Manager was arrested and removed from City Hall in handcuffs, which was a stressful time for the organization. Employees wondered what involvement they might have had, and if they would still have a job. Ms. Gunn stepped into the role, and she handled it very well.

City Managers must deal with the mixed priorities and challenges of the political process. Ms. Gunn handles it well and does not create or add to the controversy. She never rubs people the wrong way and does her job without taking anything personal. She is so likeable and charming, which helps when working with residents who are unhappy about decisions made.

There are advantages to being hired from outside the organization and advantages to being promoted internally. While the elected officials were disappointed when Ms. Gunn resigned, some of them had residual predispositions based on the events that occurred. In addition, Tamarac was quite a distance from where her family was located. However, the City would hire her back in a heartbeat.

When Mr. Hebert had a position open, he offered it to Ms. Gunn. She decided not to step back into the Assistant role. It took him several months to find the right person, but Ms. Gunn was his first choice for the role. He would not hesitate to hire her. She is an exceptional Manager. She is extremely qualified. She will do wonderful things wherever she goes.

Words or phrases used to describe Kathleen Gunn:

- Leader,
- Confident in decision making,
- Very disciplined,
- Compassionate, and
- Will excel in any role.

Strengths: She has a deep understanding of finance, timelines, projects, and anything related to economic development. Very personable, very qualified, and experienced.

Weaknesses: Like most managers, she could take more time to craft a strategy that will not be riddled with political minefields, but she does well at being sensitive, conscientious, and mindful of the political trip wires.

Sam Goren – Former City Attorney, City of Tamarac, FL 954-610-7152

Mr. Goren was the external City Attorney while Ms. Gunn was the Assistant City Manager. They met around 2020 and had several interactions during that time.

Being very collaborative, Ms. Gunn made good decisions. She was engaged with the community and the stakeholders, particularly the businesses. With the public she was very respectful and courteous, but also effervescent. She keeps everyone informed.

Being in charge of economic development, Ms. Gunn was typically the liaison between the City Manager, the Director, and the business community. She understands financial matters and has a good sense for local government fiscal matters. She responds well to stress.

Ms. Gunn has not been involved in anything controversial, either personally or through her work. Mr. Goren does not give references lightly, and the fact that he is willing to provide this reference shows his level of confidence in Ms. Gunn. She would be a great manager. She is highly qualified and has the right skillset yet is youthful enough to be animated and excited about the work. She is very thoughtful.

Words or phrases used to describe Kathleen Gunn:

- Engaged,
- Intelligent,
- Thoughtful,
- Respectful,
- Electric, and
- Animated.

Strengths: Exceptional, dedicated, hardworking, thoughtful, good manager, engaged.

Weaknesses: While she can be overly zealous about her work, she does not have any negative attributes.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

Section 7

CB&A Internet Research

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

ICMA Blog (FL)
October 16, 2024

Keep calm and manage on
Author: ***Kathleen Gunn***

As the havoc of Hurricanes Helene and Milton continue to disrupt communities throughout the Southeast, city and county managers in the storm's paths are transitioning from the initial shock of rescue response to the daunting challenges of long-term community recovery. The emotional, mental, and physical demands on municipal leaders are overwhelming. The trauma is real, and the responsibilities are immense. Both personally and professionally, managers are struggling to balance their leadership roles with the toll these disasters are taking on their teams, communities, and themselves.

In times like these, the pressure can feel unbearable. However, there are steps you can take to lead effectively while caring for your own mental, emotional, and spiritual well-being—and that of your employees and community.

1. Recognize and Accept the Layers of Stress
The burden of leadership during and after a disaster is multifaceted. You are responsible for your family, your staff, and your community. This layered stress can lead to feelings of being overwhelmed, anxiety, and even despair. Becoming aware of and acting from that place of awareness of what you can and cannot control is crucial in reducing stress.
Prioritize: Remember to put your oxygen mask on first.
Focus on your personal immediate needs, as well as your family and the community.
Delegate effectively: Trust your team and empower team members to handle tasks within their areas of expertise.
Control what you can: Recognize that certain factors—such as the scale of the destruction or the limited resources at your disposal—are beyond your control. Letting go of what you can't manage conserves your energy for the things that you can.

2. Take Care of Yourself: Mind, Body, and Spirit
Leading through multiple disasters, like Helene and Milton, or even single crisis events are essentially long-term challenges. Without proper self-care, your ability to lead will be compromised. Prioritize your own well-being in order that you may continue to serve your community effectively. You will be working very hard and long hours but you must take short breaks to prevent yourself from burnout.
Sleep and rest: Dealing with exhaustion will weaken your decision-making and compromise your immune system. Make sure to get regular sleep and take breaks.
Move your body: Physical movement releases stress, clears your mind, and gives you the stamina needed for ongoing leadership.
Mindfulness and spiritual care: Engage in meditation, prayer, or spiritual companionship. Quick grounding practices and EFT (emotional freedom technique) What Is Eft Tapping? How To Do

It and Benefits (clevelandclinic.org) also known as tapping can help to center you during these chaotic times.
Talk to someone you trust: ICMA's coaching network CoachConnect One-on-One Coaching with ICMA CoachConnect | icma.org or local chaplains are resources you can lean on.
Journaling is an effective way to process your thoughts and emotions as well as unburden your mind. Writing serves to clear out noise in your mind to make room for clear thinking and decision making.
Just Breathe

3. Support Your Team: Create Space for Authenticity and Emotions
Your team is also under immense pressure. They're grappling with the trauma of possible loss of life of those close to them, damage to their homes or the homes of their loved ones and overall storm damage while trying to stay functional at work. Creating a safe and supportive environment for employees to express their emotions is essential for long-term recovery.
Provide access to mental health resources: Ensure employee assistance programs (EAP) or therapists are available to help employees cope with trauma.
Acknowledge emotions: Create space for your team to express their stress, grief, and anxiety. Normalize conversations around mental health and make it clear that these emotions are a natural response to the crisis.
Clarify roles and responsibilities: During disasters, every role matters. Clarity ensures that each team member can focus on their tasks, reducing burnout and confusion.

4. Community Healing: Rituals and Rebuilding Together
Beyond the physical recovery, communities impacted by Helene and Milton will need emotional and spiritual healing. Disasters with mass casualties and extensive destruction require community-wide support.
Host community memorial events: Rituals of remembrance and reflection allow the community to process loss and come together in grief and healing.
Offer mental health resources: Encourage community members to seek support from mental health providers or spiritual leaders. Chaplains can play a crucial role in addressing collective trauma.
Foster civic hope: Highlight stories of resilience and recovery. Remind your community that together, they have the strength to rebuild. Civic hope and shared humanity will be key in inspiring long-term resilience.

5. Leading Through the Fog: Decision-Making Under Pressure
In the aftermath of these disasters, city and county managers must make swift, high-stakes decisions with little information. This can be extremely stressful, but a few guiding principles can help:
Pause and assess: Take a moment to assess the situation before making decisions. Even a brief pause can provide clarity and prevent impulsive choices.
Stay nimble: Be ready to adapt as situations change. Recovery from any disaster requires flexibility, as plans will inevitably shift with evolving circumstances.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Give yourself grace: Mistakes will happen. You are making decisions in real time with the best information you have. Hindsight offers clarity, but in the moment, trust your judgment.
6. Remember: You Are Not Alone
It's easy to feel isolated under the weight of leadership during a disaster but remember that you have support. Tap into your network, rely on your team, and leverage the resources ICMA provides.
Coaching and mentorship: ICMA offers a coaching network and an ethics line to guide managers through difficult decisions.
Spiritual support: Reach out to chaplains or spiritual leaders for emotional and spiritual grounding. Seek companionship from those who can provide a listening ear and help you process your feelings.
Stay connected to friends and family: People who know you outside of your professional life can provide much needed insight, perspective, and support.

7. Disasters Offer an Invitation to Reframe Crisis as an Opportunity
Hurricanes Helene and Milton will leave indelible marks on the communities they touch, and the leaders at the forefront of recovery will be changed as well. Although it may not seem like it now, these experiences, offer an opportunity for growth. And though you may never forget the experience of the destruction of the community you serve, you will also witness incredible acts of resilience, solidarity, and hope in that same community as you work together to rebuild.
Every day presents an opportunity to lead with compassion, strength, and wisdom. These moments can be formative in shaping your leadership, your community's identity, and your own personal growth. While the road to recovery is long, together, you and your community will rebuild and you will emerge stronger for it.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Facebook
March 2, 2023

State Rep. Dan Daley



Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Talk (FL)
November 3, 2022

Tamarac City Manager Hands in Resignation Notice
Author: *Agrippina Fadel*

City Manager **Kathleen Gunn** offered her resignation on Thursday, so the new commission members elected on November 8 would have an opportunity to "select the city manager of their choice." **Gunn** sent the email to the city commission, stating, "Kindly be advised that per my employment contract, this letter will serve as notice of my intention to step down as city manager at the end of the contract term. This notice will begin the transition period of 120 days until the term ends." She added that she "deeply believes" that the new commissioners should have a chance to "start anew." **Gunn** thanked the commission for having faith in her and her team to help guide the city over the past year. "With your support, we have been able to move this city forward in a positive direction, and I am proud of our accomplishments," she added.

According to an anonymous source in city hall, **Gunn's** decision might have less to do with her desire to give the new commission a chance to choose someone else and more with the items on the referendum up for the vote on November 8 and the possibility of Vice Mayor Mike Gelin winning the mayoral race and Stuart Michelson taking the District 2 commissioner seat. The two items have residents deciding whether the city commission needs a majority or a super-majority to remove the city manager and discusses the city manager's authority and ability to appoint assistant city managers, department heads, and city clerk with or without the city commission approval.

Kathleen Gunn officially took on the role of Tamarac city manager on December 8. She was appointed interim city manager on August 31, 2021, after the former City Manager Michael Cernech was arrested on September 2, 2021, on alleged charges of conspiring to extort money from developer 13th Floor Investments. During the lengthy salary and contract negotiations, Commissioner Marlon Bolton and Gelin had a lot of questions and concerns about **Gunn's** qualifications, pay, and future performance. Both voted no when the commission approved her employment agreement.

Mayor Michelle Gomez said **Gunn** was to become Tamarac's first female city manager and wondered if the commission would be putting her through the same grueling process if she were a man. Before being hired as assistant city manager in 2017, **Gunn** worked for the City of Miramar from 2014 to 2017 and Fort Lauderdale from 2004 to 2011 in the same role. **Gunn** graduated from Pace University in New York with a bachelor of arts in political science and government and a master's in public administration. She also earned her master's in pastoral ministries from St. Thomas University.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Talk (FL)
September 15, 2022

Discussion Becomes Political During Budget Meeting
Author: *Agrippina Fadel*

Tamarac city commission approved the proposed not to exceed the millage rate of 7.2000 mills for the taxable year 2022. The rate discussion at the first budget meeting on September 12 turned into a political debate at one point, with Vice Mayor Mike Gelin suggesting cutting it down to 7.0000 and Mayor Michelle Gomez calling his proposal a "great little soundbite in an election year" that would "not work out in reality" and is a "disservice to the community." Both are running for the mayoral seat in the November election.

Jeff Streder, Budget Manager for Tamarac, explained that, while the millage rate of 7.2000 mills matches the 2022 rate, if it is adopted, the residents with a median taxable home will pay, on average, $40 more than last year. Cutting the rate by a tenth of a mill means the residents will save $14, while the city budget will not receive around $500K in taxes. Cutting it by a tenth of two mills means Tamarac's budget will be missing a million dollars, while the savings to a single household will be only $28. Streder said the proposed rate exceeds the rolled-back rate of 6.4387 mills by 11.82%. He explained that the millage rate is a multiplication rate applied to every $1000 in taxable value that determines the amount of taxes a house owner owes to the city. For a Tamarac home valued at $150,000, the ad valorem tax would be $1080: total value divided by 1000 and multiplied by the amount of the millage rate.

The proposed rate supports the operating budget for the fiscal year 2023 and will allow the city to maintain current service levels to residents, provide funding for three additional full-time positions, and convert an existing part-time position to full-time. He added that the funding for capital improvements in 2023 would again rely heavily on appropriated fund balance, as it had for years. "[The] city reached a point a few years back where no annual operating revenue is available to fund capital improvements, so we look to the undesignated savings for general fund savings to fund those projects," Streder said, adding that if approved, the millage rate will fund the desired level of capital improvement projects.

Gelin said with the "challenges in the economy," the city should lower the taxes for the residents, going as far as emailing a spreadsheet with his interpretation of the budget numbers to the city staff during the commission meeting. He took the data that the staff gave the commission and "put in in an easier to read format," to which City Manager **Kathleen Gunn** said she and her staff did not have a chance to see it. Gomez suggested the document should have been sent out in advance. To Gelin's question of why the city can't wait with the capital improvements until the economy is better, **Gunn** replied that the city had put off such improvements for the past two years. "The residents expect the city to take care of them," **Gunn** added. She called the proposed budget "measured and thoughtful" and said "it does not unduly burden taxpayers yet is sufficient" for the city to continue contributing to the high-level quality of life that residents and businesses expect.

Gomez said that the city leaders know that residents want paved and clean roads, maintained parks, and clean water, and expect the capital improvements projects to be done after being put on hold for a few years. “It is a rough balance to figure out if we help out every home at approximately $14 to $35 savings in taxes per year, depending on the value of their home, and figuring out where the city can cut half a million dollars [for each tenth of a mill cut] in programming and services to the residents and business owners,” said Gomez.

Gelin said Tamarac should drop the millage rate and concentrate on bringing new developers into the city and getting more business taxes. “There are certain things that sound really good,” said Gomez, “but in reality and practice, they don’t work out well. As much as the city is doing a great job trying to bring in businesses and economic development, it takes years for them to get online.” She said cutting the rate point two mills will take a million dollars out of the city’s budget that could pay for services residents need and request. “We didn’t cause inflation, and neither did the city of Tamarac,” said Gomez. “We are all trying to deal with the same economic issues going on in this country,” said Gomez, adding that the staff always works in the interest of the residents while operating at 2.8 city employees per capita instead of 4, as they are supposed to.

The commission approved the 7.2000 millage rate with a 3-2 vote, with Gelin and commissioner Marlon Bolton voting no. Since the approved rate is not to be exceeded, at the second budget meeting on Tuesday, September 22, at 5.05 p.m., the commission can recommend lowering the rate but not making it higher.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Talk (FL)
June 1, 2022

Tamarac to Build More Sidewalks, Bike Lanes, to Become Fully ADA Compliant
Author: *Agrippina Fadel*

Tamarac needs more sidewalks, bike lanes, and ADA-approved shuttle stops to make the city more accessible and compliant with the Americans with Disabilities Act. The city commission reviewed the final version of the ADA Transit Access and sidewalk GAP analysis plan at the workshop on May 23. In early March of last year, the project kicked off and took about nine months to complete.

Darci Mayer, Broward MPO Senior Transportation Planner, said the analysis included an evaluation of access to transit in a quarter-mile radius of the city's two community shuttle routes: Red Route and Red Extension Route, with 21 stops in total; and 10 Broward County Transit (BCT) stops selected by the city staff. "When the city's ADA transition plan was updated in 2020, one of the priorities was new sidewalk installations. This plan will help the city with that effort," she said, adding that Tamarac is a very vibrant city with a lot of pedestrians and cyclists. The plan identifies sidewalk and bike lanes gaps and offers a prioritization schedule and cost estimates. It will also help the city bring the community shuttle stops to ADA compliance, making the routes eligible for Broward County surtax funding.

Mayer said bringing shuttle stops up to code with immediate upgrades will cost the city around $48K but save money in the long run because the county will fully fund the routes once Tamarac has all the stops fully ADA compliant. "We also got input from community shuttle riders with online and paper surveys," said Mayer. She added that the analysis evaluated the movement of people in the areas around the shuttle stops and identified needs and deficiencies and potential improvements for all users, including pedestrians, cyclists, and people with disabilities. "Twelve out of 21 stops that were analyzed need upgrades to become fully ADA compliant. Within the quarter-mile radius of all the transit stops, the city needs 32,894 linear feet of sidewalks and 132,027 linear feet of bike lanes installed," said Mayer. She added that potential funding options include local, state, and federal programs. The plan identifies immediate, short, and long-term implementation timeframe. Commissioner Debra Placko said the presented plan is excellent and very comprehensive. "I will just encourage the city staff to start applying for funding through various programs now because, as we all know, it takes a very long time to get funding, especially with surtax," she added.

City manager **Kathleen Gunn** said the analysis is a part of the city's ADA transition plan. Some of the costs are more immediate than others, which helps the city prioritize. "This is an ongoing process that we will continue to work on, but it doesn't mean everything will get fixed immediately. We will focus on necessary upgrades first, but these are ambitious, long-term projects that give us a framework within which to attack the situation," **Gunn** explained.

https://www.sheriff.org/PIO/BSONews/Pages/THE-TAMARAC-ZEN-DEN-A-FOCUS-ON-MENTAL-HEALTH-.aspx
May 31, 2022

THE TAMARAC ZEN DEN: A FOCUS ON MENTAL HEALTH
Author: Jeff Lennox

The Broward Sheriff's Office Tamarac District command implements a thoughtful initiative during Mental Health Awareness Month. The new Tamarac employee wellness program, or Tamarac Zen Den as it is affectionally called, has one primary goal - to provide a respite for employees who have experienced trauma from a call, stress, fatigue, or need a moment to gather their thoughts.

BSO Major Aimee Russo, Tamarac District Captain Jeffrey Cirminiello and Tamarac City Manager, **Kathleen Gunn** collaborated to create this initiative. "First responders are more likely to suffer from depression and PTSD because of the critical incidents they see. Over their career, they see repeated trauma or violent incidents. The Tamarac Zen Den is a room where our employees can come in and have a respite from the calls that they are on. If they respond to a critical incident or a traumatic scene, they can come into this room and relax for a couple of minutes, regroup, and refocus. That places them in a better position to respond to the next call," Major Russo said.

Tamarac District command upgraded a room and turned it into a small oasis with plush carpet, fresh paint, soft lighting, curtains, soothing music, and a massage chair. Participants are permitted to use the Zen Den on duty so long as their supervisor is aware.

"The isolated room is equipped with a zero-gravity chair, access to the Calm App with various self-guided meditation programs, and literary resources on stress management. It is essential to recognize that it's okay not to be okay, " Captain Cirminiello said.

The Tamarac Zen Den was created with the complete support of Tamarac City Manager **Kathleen Gunn.** "We know we have to take care of our physical health, but our emotional and mental health is hugely important too. We as employers need to value the importance of allowing our staff to recharge. Particularly those we ask to go into violent situations and who are on the frontlines," **Gunn** said.

The mental health of the first responder community should not be ignored. It is time to end the stigma that mental well-being isn't necessary and provide a place where our heroes can refocus. "Ultimately, they will become better officers, better deputies, better people for our community when they deal with the stress," Captain Cirminiello said.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Talk (FL)
December 10, 2021

Commission Votes 3-2 to Make Kathleen Gunn Tamarac's First Female City Manager
Author: *Agrippina Fadel*

Kathleen Gunn has officially taken on the role of Tamarac city manager after the city commission voted to move her contract forward on December 8. **Gunn** receives $225,000 per year and will get the retroactive pay from the months she worked as an interim city manager after being appointed on August 31. When **Gunn** presented her new employment agreement at the workshop on October 27, the commission members had a lot of questions and asked for a few parts of the contract to be revised.

Commissioners Mike Gelin and Debra Placko voiced their performance management and appraisal concerns. Commissioner Marlon Bolton asked if the city has benchmarked **Gunn's** proposed salary to city managers' salaries in neighboring towns. Carmen Rodriguez, **Gunn's** attorney, considers her client's request modest compared to the previous city manager's salary, or the $264,000 the city manager of Coconut Creek earns. The city manager of neighboring Coral Springs makes $279,000.

On Wednesday, Bolton had more questions and concerns about the contract, stating he did not have enough time to look over it. "While **Gunn** is extremely qualified, I am still hesitant to make her our city manager. She is not necessarily ready for the job." Bolton added that he wants to discuss the contract with **Gunn** before he is willing to cast a supportive vote. Placko said she trusts **Gunn** will do a great job but is concerned about the contract missing the clear performance evaluation guidance. "We have to allow her to know how she is going to be evaluated. Without telling her that upfront, we are not being fair to **Gunn**," Placko added.

Rodrigues said that while she appreciated the objective to protect **Gunn**, the contract and the performance appraisal are not linked as a matter of labor relations. She reminded the members of the commission that they could change the performance standards at any time. On behalf of her client, Rodrigues asked the commission to vote on the employment agreement and then discuss the performance evaluation during the strategic planning. "When you look at the issues of fairness, job security, and expectations, we had done everything that you had requested when you requested it. You wanted this employment agreement patterned after Coral Springs and Sunrise. We went back and did exactly that," said Rodrigues.

Both cities have city managers agreements that call for a two-tier process – to first have a contract in place and then develop objectives for performance appraisal that eventually become part of the existing contract. "We brought you back exactly what you directed," said Rodrigues. Gelin said the commission has been fair to **Gunn** by not subjecting her to a wide search for other candidates and competition. "You have to understand our hesitation to move too quickly on the contract when we had a prior city manager that committed crimes against developers. We want to make sure we dot all the i's and cross all the t's," he added.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Vice Mayor Elvin Villalobos sees all the changes the commission had requested implemented in the employment agreement, said it was unfair to prolong confirming **Gunn's** contract. Mayor Michelle Gomez said **Gunn** will be the first female city manager on Tamarac and wondered if the commission would be putting her through the same process if she were a man. "It is our job to deal with performance evaluation, and we have not done it. We cannot piggyback it to **Gunn's** contract. We are doing a disservice to our city and showing that we cannot stand by our words, and we look foolish. I don't like to look foolish," she said. The commission members voted 3-2 for **Gunn's** employment agreement, with Gelin and Bolton voting no.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Talk (FL)
November 6, 2021

Kathleen Gunn Talks Money, Prepares to Take on Role of City Manager
Author: *Agrippina Fadel*

Kathleen Gunn is getting prepared to take on the job of city manager permanently.
On October 27, Interim City Manager **Gunn** presented her employment agreement and compensation package to the commission. She is asking for $225,000 per year —less than the $272,000 salary of former City Manager Michael Cernech. However, Cernech was city manager for ten years, until his September 2 arrest on alleged charges of conspiring to extort money from developer 13th Floor Investments. On August 31, the commission appointed **Gunn** as interim city manager.

Gunn told the commission that it had been a tumultuous year for the city, with tremendous change and unexpected disruptions. "As a career-long public servant, I felt a call of duty to serve you all, those who the electorate has entrusted to lead the city. It was a right thing to do at the time of profound crisis," she said about her decision to step up as an interim city manager.

Gunn praised the city staff and said that despite the recent challenges, the city passed a budget that reduced the millage rate for the first time in ten years and received all-time high approval ratings from residents and business owners. "In the contract, I ask for fair compensation which is commensurate with surrounding communities, my 20 years of experience in public service, and the responsibilities and duties of this position,' she added.

Commissioner Marlon Bolton asked if the attorneys and human resources department had benchmarked the $225,000 that **Gunn** is asking for as salary with other cities around Tamarac. Carmen Rodriguez, **Gunn's** attorney, considers her client's request modest compared to the previous city manager's salary, or the $264,000 the city manager of Coconut Creek earns. The city manager of neighboring Coral Springs makes $279,000. Lerenzo Cahoon, director of human resources, said when Cernech was promoted to city manager in 2011, he was offered a $202,000 salary. "If you put that number in perspective with a ten-year inflation, **Gunn** is asking for a modest salary," he said.

Commission members had a lot of questions about benefits, car and phone allowance, travel expenses, and vacation time – all items that had significantly added to the Cernech income when he was a city manager. After two hours of back and forth, the commission returned the contract for further work to city attorney John Herin and **Gunn's** attorney Rodrigues. They will be changing the wording to include additional performance standards for the position and outline a 90-day mutual termination agreement.

Before she was hired as assistant city manager in 2017, **Gunn** worked for the City of Miramar from 2014 to 2017 and the City of Fort Lauderdale from 2004 to 2011, in the same role.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Gunn graduated from Pace University in New York with a bachelor of arts in political science and government and a master's in public administration. She also earned her master's in pastoral ministries from St. Thomas University. Her employment agreement and compensation package will be presented again and voted on at the commission meeting on November 10.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Tamarac Post (FL)
August 19, 2020

Tamarac is Poised for the Future: Marlon Bolton Interviews Tamarac Assistant City Manager Kathleen Gunn
Author: *Dawne Richards*

Recently, as part of his "Unscripted" video series, Tamarac Vice-Mayor Marlon Bolton sat down for a lively and informative conversation with **Kathleen Gunn**, Tamarac's Assistant City Manager. The City Manager's office is responsible for the day-to-day operations of Tamarac, ensuring that all the things the residents, businesses and visitors expect from the city get done.

As **Kathleen** puts it, "The City Manager is like the CEO, and the mayor and commission are like the board of a private corporation…. Our office does everything we can to ensure that the wishes of the Mayor and Commission are implemented."

Her office has some discretion as to implementation details of the city's vision, while they pay close attention to the work of the various city departments, from social services, police/fire, emergency preparedness and more – in short, "anything and everything that residents and businesses will see and care about."

Tamarac 2040
Kathleen is excited about Tamarac's strategic plan, Tamarac 2040, and believes that the city is poised for the future. You can find more details about the Tamarac 2040 here: https://www.tamarac.org/141/Strategic-Planning

The strategic plan includes six overarching goals:
Tamarac is Home
Tamarac is Safe and People Know It
Tamarac is Economically Resilient
Tamarac is Vibrant
Tamarac is Smart and Connected
Tamarac is a Dynamic Workplace

The office also regularly surveys community members; currently, public safety is the #1 concern. "We want to ensure that we have an unparalleled quality of life. We hear from the community and Commission about things that are happening, and our job is to implement them, make sure it's going well, and if not, take steps to address," **Kathleen** continued.

"You are to live in Tamarac for the rest of your life"
Vice-Mayor Bolton remembered a recent conversation with his young son; he told him, "You are to live in Tamarac for the rest of your life… we had a conversation about how we're planning for 2040; he'll be 26 when we finish the vision we're talking about now. It's not about us; it's about the future."

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Navigating the Ever-Shifting Landscape
Asked about her role during the COVID-19 pandemic, and how she has navigated through the past several months and how the organization and work has shifted, **Kathleen** is understandably proud of how the city has navigated, and continues to navigate, the ever-shifting landscape: "Everything has shifted and there's a lot we still have to do no matter what. In some areas, the means of delivery has shifted. In others, it hasn't. The city has been open this entire time; we're a 24/7 operation. We did close City Hall to the public in order to keep the public and our employees safe. Overnight, we had 40% of our workforce telecommuting, which posed unique challenges, but it speaks to our being well-prepared to be a smart city."

Departments Working Together for Tamarac
For example, in an abundance of caution, every single call EMS goes on is now treated as a potential COVID call; the city secured the additional Personal Protective Equipment needed for first responders. The city's Fire Chief is, **Kathleen** notes, "our Emergency Manager, in essence; he has been on daily calls with county and state leaders to ensure we are in sync with what everyone is doing and doing everything we can to protect our residents….We regularly evaluate the executive orders from the county, state and federal government to ensure our residents and businesses know what's required as things continue to evolve, and are in the best position to rise to the challenge."

Economic Implications
Recognizing that there are many economic implications for Tamarac's residents and businesses, the City Manager's office is continuing to work tirelessly to "get out timely and accurate information, and do whatever we can to support businesses and residents in minimizing the hardships the pandemic has caused."

As to the federal CARES act and stimulus funds, **Kathleen** reminded everyone that "The federal government is pumping money into the economy; we've gotten some direct allocations but we're also working to make sure that we are maximizing the amount of aid we get to offset extra costs the city has incurred." During this budget preparation season, the city is also keeping an eye on legislation to make sure that Tamarac receives any available assistance.

After the Pandemic
Vice-Mayor Bolton noted, "A lot of people are wondering how we will recover; what does Tamarac look like after this pandemic?" "That's the million-dollar question," according to **Kathleen**. "A lot of this is unfolding; we're not out of the woods yet…. We still don't know the full economic fallout, but we have emergency plans and now we have pandemic responses, so we will be ahead of the curve on safety. [This has proven] the importance of investing in technology and the infrastructure that supports it," adding that we can't underestimate how impressive it is "that we went to teleworking literally overnight without missing a beat."

The City Manager's office is also "keeping an eye out in the larger business community and how it will impact the landscape in Tamarac, and putting ourselves in the best possible position for the future….We are committed and standing at the ready to take advantage of every possible

opportunity that we can." Vice-Mayor Bolton reminds everyone in Tamarac that "Even though City Hall is closed to the public, we are still here and working extremely hard for the residents and for the future."

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (FL)
November 26, 2018

Aging Tamarac shopping center may be replaced with rental apartments
Author: *Lisa J. Huriash*

What remains of an aging Tamarac shopping center that once housed the city's first library could be razed to make way for rental apartments. Coconut Grove-based EDEN Multifamily LLC is proposing 212 units and an outdoor pool at the northeast corner of West McNab Road and North Pine Island Road, in a project known as EDEN West. EDEN Multifamily would like to see construction begin in 2019, according to its website.

Tamarac Assistant City Manager **Kathleen Gunn** said the developer is expected to meet with nearby homeowners on Nov. 27 before the project goes before the city's Development Review Committee. According to paperwork submitted to City Hall, the site plan proposes:
31 studio apartments
65, one-bedroom units
86, two-bedroom units
30, three-bedroom units

The units would range from 586-square-foot studios to 1,388-square-foot, three-bedroom units. There will be two, four-story buildings of apartments. One of the buildings will include a leasing office and amenities. The development would be on a 6-acre site, which included the Colony West Shopping Plaza and a three-story office building that formerly housed a First Union National Bank, said **Gunn**. Much of the plaza was demolished in 2016 in a deal with the city.

The shopping mall is best known as the former site of the city's first library, which operated for decades. According to the Tamarac Historical Society, the library opened in December 1977 with 10,000 books. In its time, it was the busiest branch library in Broward County. Crowds at the Tamarac library were so thick in the mid-1990s that a county commissioner likened visiting the branch to a contact sport. But in 2004, the branch at 8601 W. McNab Road was closed as part of a consolidation effort by Broward County libraries. The plaza never fully recovered.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (Fort Lauderdale, FL)
December 31, 2015

Ex-employee sues Miramar, says she was fired for her honesty - Allegedly asked to give false numbers
Author/Byline: Brian Ballou

A former Miramar employee has sued the city for wrongful termination claiming she was fired because she refused to go along with her supervisor's demands that she falsify their department's budget report. The lawsuit was filed in U.S. District Court in Fort Lauderdale on Tuesday, five days after the city notified Merlene Patrice Bourdeau-Quispe that it had conducted an investigation into her complaint and decided not to rehire her.

Bourdeau-Quispe worked for the city for 14 years before she was fired in July from her position as fiscal operations manager in the Department of Cultural Affairs. The suit alleges her firing was retaliatory and violated the state's Whistle-blower's Act. Miramar City Attorney Jamie Cole didn't immediately respond Wednesday to requests for comment on the lawsuit.

Bourdeau-Quispe's suit claims she was asked by her boss, Valerie Gammon, to proved false numbers to back up misleading internal audits, budget projections and other reports within the department. Bourdeau-Quispe said that when she replied that she would only report true amounts, Gammon chastised her for being "too transparent," according to the lawsuit. The suit also says Gammon ordered Bourdeau-Quispe to perform other duties that undermined "generally accepted accounting procedures." The suit says Bourdeau-Quispe provided Gammon with an accurate budget in May, but Gammon ordered her and another employee to create an alternate budget. Bourdeau-Quispe said she refused and that Gammon berated her.

The suit also names assistant city manager **Kathleen Gunn** and human resources director Sam Hines as defendants because they oversee terminations. According to the lawsuit, Bourdeau-Quispe was fired on July 2, and later in the month, and again in August, she requested reinstatement.

On Aug. 31, she filed a formal complaint with the city, but on Dec. 24, the city informed her that she would not be rehired. Bourdeau-Quispe is seeking reinstatement of her job, lost wages and benefits and compensatory damages.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (FL)
April 19, 2011

Another high-level departure comes at Fort Lauderdale city hall
Author: *Scott Wyman*

With a decision looming on a new city manager, another member of George Gretsas' inner circle is departing from Fort Lauderdale City Hall. **Kathleen Gunn** submitted her resignation last week. She had been an assistant to Gretsas, including director of grants and legislative affairs, and has been filling in as acting assistant city manager in the wake of other departures.

Gunn arrived in 2004 from White Plains, N.Y., where Gretsas knew her as executive director of the White Plains Business Improvement District. Gretsas had been executive director of the of the mayor's office in White Plains before coming to Fort Lauderdale. **Gunn's** resignation is effective June 1 and follows resignations be David Hebert and Ted Lawson, both assistant managers under Gretsas and both also individuals who followed him here.

A search committee has narrowed a field of applicants to three finalists for city commissioners to consider for city manager. The job has been open since Gretsas' contract expired last summer. The commission will interview the three finalists Wednesday and hope to have a new manager on board by June.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (FL)
November 23, 2009

Job-Contract-Gate in Fort Lauderdale: What's the truth?
Author: *Brittany Wallman*

During last week's hot debate about City Manager George Gretsas, Fort Lauderdale City Commissioner Charlotte Rodstrom whipped out a stack of 18 job contracts of top managers in City Hall, like a smoking gun. Rodstrom said that when Gretsas arrived, there were far fewer department heads. He reorganized city staff to make many of the division managers department heads instead, reporting directly to him. And he gave them job contracts with severance pay if they're fired. "I find it despicable," Rodstrom said. If Gretsas were to leave, she said, "he could go ahead and fire these 18 people, and we as a city are crippled by the amount of severance packages that we're going to have to pay for them. ... It's wrong," she charged.

I paid about $25 for copies of the contracts. Here's an example: **Kathleen Gunn**, recruited here from New York by Gretsas, has a contract dated Jan. 5, 2009, that lasts two years. She's an "assistant to the city manager." She can be suspended for just cause, with or without pay, if she is found to have committed serious job-related misconduct or is convicted of a felony. Otherwise, she's good. If someone wants to fire her, she gets 90 days of notice, and leaves with a lump sum equal to three months of salary and benefits.

I'll give you the full list of employees with contracts, on the jump. Chaz Adams, the city spokesman, said the contract concept is not new to Fort Lauderdale City Hall, though the number of employees with contracts was expanded under Gretsas. The jobs do not have civil service protection and are not union jobs, he said. So to mitigate the risk of stepping away from that protection, the employees are offered contracts. With the contracts, said Adams, comes "accountability, and responsibility."

Mayor Jack Seiler said he was alarmed to learn of the contracts, and wants commissioners to discuss whether they should be brought to elected officials for approval in the future. Currently, they city manager alone can approve them. For the record, I only got 17 contracts from the city, plus the contracts for the four who report to the City Commission: clerk, auditor, manager and attorney. There is no permanent fire chief right now, so perhaps that's the missing contract.

Employees with job contracts, and the date and duration of their contracts:
Kathleen Gunn, assistant to the city manager, two years starting Jan. 5, 2009
Ted Lawson, assistant city manager, two years starting Jan. 5, 2009
Frank Adderley, police chief, two years starting May 30, 2008. (NOTE: Vice Mayor Bruce Roberts also was on a contract when he was chief, Adams said.)
Valerie Bohlander, director of building department, two years starting Oct. 4, 2008
Kirk Buffington, director of procurement services, two years starting Oct. 4, 2008
Albert J. Carbon III, director of public works, two years starting Nov. 15, 2008
Averill Dorsett, director of human resources, two years starting Dec. 5, 2008

Timothy Edkin, director of information technology services, two years starting Oct. 4, 2008
Phillip Thornburg, director of parks and recreation, two years starting Oct. 25, 2008
Stephen Scott, director of economic development, two years starting Jan. 5, 2009
Catherine McCaffrey, director of business enterprises, two years starting June 25, 2009
Allyson Love, assistant city manager, two years starting Jan. 5, 2009
Michael Kinneer, director of finance, two years starting July, 2008
David Hebert, assistant city manager, two years starting Jan. 19, 2008
Gregory Brewton, director of planning and zoning, two years starting Dec. 24, 2007
Robert Bates, director of office of professional standards, two years starting Oct. 1, 2008
Diana Alarcon, director of parking and fleet services, two years starting Dec. 22, 2008

Sun Sentinel (Fort Lauderdale, FL)
July 31, 2009

FORT LAUDERDALE GUNNING FOR FEDERAL DOLLARS
Author/Byline: Posted by Brittany Wallman

If you want to know Fort Lauderdale's plans to get a piece of the American Recovery and Reinvestment Act of 2009, click here.

Fort Lauderdale's **Kathleen Gunn** is in charge of the effort. She's a former assistant city manager. Now she's director of grants and legislative affairs.

The city already got a chunk of money to hire a dozen police officers.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (Fort Lauderdale, FL)
February 9, 2009

KLEIN HELPS LOCAL MAYORS LOBBY FOR STIMULUS FUNDS
Author/Byline: William Gibson

South Florida Congressman Ron Klein today met with more than a dozen Broward County mayors and city managers to discuss the economic-stimulus package and push for local funding.

Ron Klein "I look forward to continuing to work with the mayors and other local officials to address their primary concern: that stimulus money is spent creating jobs and funding local priorities right here in South Florida." Klein said afterward.

If the House and Senate complete action on the bill this week, billions will go to the states and federal agencies to dole out to communities. That's when the really intense lobbying begins. Klein, a Democrat from Boca Raton, will hold a similar meeting with Palm Beach County mayors on February 18.

His office said participants in this morning's Broward County meeting included:

Hillsboro Beach Mayor Carmen McGarry, Oakland Park Mayor Layne Walls, Oakland Park City Manager John Stunson, Lighthouse Point Mayor Fred Schorr, Dania Beach Mayor Al Jones, Dania Beach City Manager Colin Donnelly, Fort Lauderdale Grants Manager **Kathleen Gunn**, Pompano Beach Mayor Lamar Fisher, Coral Springs Mayor Scott Brook, Plantation Mayor Rae Carol Armstrong, Wilton Manors Mayor Gary Resnick, Lauderdale-by-the-Sea Mayor Roseann Minnet and Cooper City Mayor Debbie Eisinger.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (FL)
January 1, 2009

Lauderdale shuffles staff
Author: *Brittany Wallman*

Fort Lauderdale City Manager George Gretsas shook up his management team over the holidays, shuffling two assistant city managers to lower jobs and appointing a new city spokesman, among other things. The new jobs take effect Monday.

Here's the new lineup:

Ted Lawson, moving from director of the public information department to assistant city manager overseeing operations.

Allyson Love, moving from director of management and budget to assistant city manager overseeing administration.

Kathleen Gunn, moving from assistant city manager to director of grants and legislative affairs.

Stephen Scott, moving from assistant city manager to director of economic development.

Diana Alarcon, moving from assistant parking service manager to director of parking and fleet services to replace the just-retired Director John Hoelzle.

Jeff Modarelli, moving from director of economic development to director of public information.

Scott and **Gunn** asked to be reassigned, for personal reasons, Lawson said. They will have cuts in pay. Pay raises are coming to Lawson, Alarcon and Love. Modarelli's pay will remain the same.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (Fort Lauderdale, FL)
August 31, 2005

LAUDERDALE POLICE CITE NEW TOP OFFICIALS - TRIO'S TRAFFIC TICKETS CALLED COINCIDENCE
Author/Byline: Brittany Wallman

Were they targeted by Fort Lauderdale police officers, or is it just a coincidence that in the past three months the city manager, his assistant manager and his spokesman all have been pulled over and issued traffic tickets? City Manager George Gretsas was the latest of the three to be accused of violating the rules of the road. He was ticketed last week, accused of running a stop sign in his east Fort Lauderdale neighborhood, officials confirmed Tuesday.

Since his arrival as city manager one year ago, Gretsas has taken a hard line with the Police Department and is set to decide this week whether to fire a police officer accused of threatening a youth in a courtroom and then lying to investigators. Gretsas has kept a close eye on the department, demanding that an increase in violent crimes be reversed. The city commissioned a study that this year blamed Police Chief Bruce Roberts, who was put on notice last month by Gretsas to improve the department. Gretsas said he'd "rather not comment" yet on the traffic tickets and hasn't decided whether to fight his. "I have reason to believe he knew who I was," Gretsas said of the officer who pulled him over on the afternoon of Aug. 24. "I don't know whether he knew it beforehand or not."

In every instance, Gretsas, Assistant City Manager **Kathleen Gunn** and Public Information Officer David Hebert were driving their personal vehicles and were on their way to or from work. All three moved from White Plains, N.Y., and they knew each other there before coming to Fort Lauderdale in the past year. Records indicate they have no other local tickets.

Police officials said it was nothing but a coincidence. "I'm sure George told you he thought it was a conspiracy," said Fraternal Order of Police President Jack Lokeinsky. "The message from me has not been to get any city employee, whether it's Gretsas or anybody. I'm not like that."

Meanwhile, as Gretsas and his assistants pondered the timing of their tickets, police officers were given their own coincidence to consider. The same day Gretsas was ticketed, officers learned in a department e-mail that Hebert had been temporarily transferred from the City Manager's Office to work as a top assistant to the police chief.

Gretsas said he did not transfer Hebert because of the ticket. He said Hebert's move had been planned previously and was intended to help the police chief develop a crime-reduction strategy and bridge a gap between City Hall and the Police Department.

Lokeinsky said that the assistant's job is typically held by a high-ranking officer. He said police officers have questioned whether "City Hall has now planted their spy."

Police spokesman Sgt. Andy Pallen noted that the three tickets were issued by different officers. Gretsas' ticket, he said, was the result of a complaint about drivers running a stop sign at Ocean and Mayan drives, and the city manager was one of about 20 cited.

Hebert was accused by city police on July 20 of driving 60 mph in a 25-mph zone near Sunrise Boulevard and the FEC railroad tracks, court records show. He also was ticketed for making an unsafe right turn on red and disobeying a stop sign. Hebert has declined to comment on whether he deserved the tickets. He said he was driving home from a late City Commission meeting and had an unfriendly run-in with the officer, whose spotlight blinded him while he was being ticketed. "[The officer] expressed concern that he needed his floodlight on for concern for his safety," Hebert said.

Gunn was ticketed on May 16, accused of driving 43 mph in a 30-mph zone on Third Avenue not far from City Hall, court records show. She paid $142.50 for the violation and pleaded no contest, agreeing to attend driving school, court records show. **Gunn** was on vacation and couldn't be reached for comment.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Miami Herald, The (FL)
August 9, 2005

CITY CALLS OFF TRIP TO RECRUIT DETROIT COPS
Author/Byline: Wanda DeMarzo

Detroit, one of the nation's most violent cities, plans to lay off nearly 600 cops by the end of the month. The Fort Lauderdale Police Department needs to fill 25 vacancies, and is feeling pressure to hire more cops to help quell a rise in violent crime. So it seemed like the perfect solution, or at least that's what Fort Lauderdale's human resources and police departments thought.

But just weeks before a team of civilians and officers was to fly to Detroit to interview nearly 70 applicants who had passed the pre-screening requirements, Fort Lauderdale's assistant city manager, **Kathleen Gunn**, put the trip on hold. A city spokesman said the city didn't receive enough applications to merit the trip.

The city wanted at least 75 applications and had only received 50 by the end of July. City officials said they had processed another 20 in the first week of August. Not good enough, they decided. ``We just didn't get the response we wanted. There may be a greater incentive for those officers, once they don't have a job, to follow through with the application process," said Fort Lauderdale spokesman David Hébert. ``We thought it would be better to wait until the pink slips were given out." But once an applicant is approved and hired, it can take anywhere from five months to a year for the officer to be recertified and trained, depending on the person's past law enforcement experience. Fort Lauderdale was hoping, by hiring experienced officers, to cut the amount of time needed to get them on the street.

Fort Lauderdale hasn't focused only on Detroit. The department has advertised in law enforcement periodicals, on the Web and at colleges, universities and military training centers, officials said. Fort Lauderdale Police Chief Bruce Roberts, who is under the gun because of the rise in violent crime over the past year, has promised city officials he will work to cut the crime rate at least 3 percent over the next six months. The city reported an 18 percent increase in violent crime, which includes homicide, robbery and aggravated and sexual assault, from the first six months of 2004 to the same time period this year.

Roberts' supporters say budget restraints over the last several years have crippled the department. The past two years, the department has been under a hiring freeze. ``The city has been devastated over the last few years because of budget cuts, and the filling of vacancies isn't going to happen overnight," said former Fort Lauderdale police chief Joe Gerwens. ``The problem won't be solved in the short term; it's going to take a long time."

Officers say there aren't enough local job candidates to fill the positions. ``We're having to stretch to find the right people to fill the empty positions we have," said Fort Lauderdale field training officer Sgt. Greg Kridos. Agencies from cities all over the country - Atlanta, Denver and Dallas are a few - have been traveling to Detroit to interview prospective applicants.

Some of the departments are even paying for prospective applicants to fly to their cities. ``Our officers have to go where the opportunities are," said Detroit Officer Marty Bandemer, president of the Detroit Police Officers Union. ``We are ranked as the most violent city in the country, and our officers have seen and dealt with all kinds of calls. Our officers are highly trained, motivated, dedicated and no stranger to criminal activity." Fort Lauderdale is not the only city showing spikes in violent crimes.

Several east Broward cities patrolled by the Broward Sheriff's Office reported an increase in violent crime for the first six months of this year. Oakland Park, Pompano Beach and Deerfield Beach reported increases ranging from 11 to 28 percent. ``There seems to be a slight increase in crimes across the county and the country," said BSO spokesman Jim Leljedal. ``But we expected a slight increase and we are still safer here than we were a few years ago."

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (Fort Lauderdale, FL)
July 3, 2005

90 LOBBYISTS REGISTER WITH CITY CLERK - POWER BROKERS MAKE THEIR CASES WITH OFFICIALS IN FORT LAUDERDALE
Author/Byline: Jean-Paul Renaud

Lobbyists are alive and well in this city. Who represents the rich and powerful -- and tries to influence public officials in Fort Lauderdale -- is no longer a mystery because of a law commissioners passed five years ago that requires lobbyists to register with the city clerk's office. In total, about 90 lobbyists registered with the city since 2004. Here are this year's top behind-the-scenes power brokers, according to city records:

The lobbyist who represented the most clients, documents indicate, was Robert Lochrie, son of former Sun Bank vice chairman Robert "Buddy" Lochrie. Since 2004, records show, Lochrie, an attorney for Ruden, McClosky, Smith, Schuster & Russell, has represented about 60 clients in City Hall, mostly developers.

Coming in second is Nectaria Chakas, also an attorney for Ruden, McClosky. Her list of clients, about 40 of them, covers four pages on the city's 22-page list of registered lobbyists. Third on the list is Donald R. Hall of the law firm of Gunster, Yoakley & Stewart, with 19 clients.

The city also requires that lobbyists file reports for the expenses they incurred in their attempts to influence city commissioners. In 2001, those reports sparked a city investigation after a company seeking a multimillion-dollar contract took city staff to lunches and dinners.

The city's employees were cleared of wrongdoing, but new measures were drafted that forbade staff to accept dinners from companies seeking to do business with the city.

City Manager George Gretsas, who arrived in late 2004, implemented an even stricter policy when it comes to accepting gifts. "We can't do anything; it's a zero tolerance policy," said **Kathleen Gunn**, assistant city manager.

Between 2003 and 2004, only one lobbyist spent money trying to persuade a city official, according to city records. Michael Milberg, of Big Dog Ventures, took Commissioner Carlton Moore out for a $30 breakfast, documents show. Records do not indicate what Milberg wanted from the meeting.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

Sun Sentinel (FL)
August 22, 2004

Assistant Manager is hired, city says
Author: *Brittany Wallman*

Just days after ousting the assistant city manager, Fort Lauderdale City Manager George Gretsas has hired a replacement from White Plains, N.Y. **Kathleen Gunn**, who worked as executive director of the White Plains Business Improvement District, has signed a contract to be Fort Lauderdale's assistant city manager, Gretsas confirmed Saturday. Gretsas terminated Assistant City Manager Bud Bentley on Monday.

Gretsas said he'd hoped to announce the hire on Monday, when he also will announce a replacement for Cecelia Hollar. Hollar recently resigned as the city's construction services director. Gretsas plans to unveil a reorganization of City Hall later in the week.

Gunn is the second person Gretsas brings from his past to City Hall. Gretsas hired **Gunn** as a policy specialist in the White Plains mayor's office, where he was executive officer. The Business Improvement District is akin to Fort Lauderdale's Downtown Development Authority -- an independent entity that works with city government.

Gretsas, who started here Aug. 2, earlier announced the hiring of Bob Bates, a Marco Island lawyer who served with Gretsas on a New Jersey school board years ago. Bates will run the Office of Professional Standards, where employees file complaints of unfair treatment.

Gunn has a master's degree in public administration but has never been an assistant city manager, Gretsas said. Gretsas said **Gunn** is "energetic" and "knows government very well." She'll start in early October, earning $124,000 -- a leap from her salary in White Plains in the "$70,000s range," Gretsas said.

Internet – Newspaper Archives Searches
Kathleen Ann Gunn
(Articles are in reverse chronological order)

The New York Times (NY)
April 14, 2002

In Business; White Plains Business Group Appoints a New Director
Author: *Elsa Brenner*

The White Plains Downtown Business Improvement District has appointed a new executive director, **Kathleen Gunn**, formerly an economic development policy specialist for the city. **Ms. Gunn** was also a grant manager for a nonprofit group and a district representative for Congresswoman Nita M. Lowey.

The private, nonprofit Business Improvement District -- whose members are downtown property owner -- works with the city administration to improve the commercial area bordered by Hamilton Avenue to the north, North Broadway to the east, Post Road to the west and Maple Avenue to the south. That area, which is known as the central business district of White Plains, had a commercial office vacancy rate of 22 percent at the end of February, according to figures from the Stamford, Conn., office of Insignia/ESG, the commercial real estate company; the rate was 14.8 percent in the county as a whole.

Research Compiled by: Amanda Dillabough
Colin Baenziger & Associates

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Section 8

Glenn A. Irby

Juno Beach Town Manager Candidate Report

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Cover Letter and Resume

May 16, 2026

Mr. Colin Baenziger
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, FL 32118

Sent via Email to Apply@cb-asso.com

Dear Mr. Baenziger:

I recently found out the Town of Juno Beach is seeking applicants for the position of Town Manager. Research into this area and town leads me to believe it would be a good fit for me and my family. Therefore, please accept this letter and accompanying resume as my application for this position.

My resume outlines my entire career, which began as a police officer, but later I decided that governmental management was a tract that I should pursue; however, I sought this goal in a rather unique way. The 'normal' things I accomplished included graduating from an accredited university with a Master of Public Administration, but the 'abnormal' included running for and being elected as Strong Mayor of a city while at the same time holding full time positions in another city as both Finance Director and Assistant City Administrator From Mayor I applied for and was appointed City Manager of Mascotte, FL.; a city whose population was more than 51% Hispanic. During the two years there, we accomplished many things, and we were able to bridge both communication and logistical gaps with citizens that had existed for decades. I left Mascotte on very good terms to take a position with the Lake County Sheriff's Office as a civilian employee.

As the Senior Director of Staff Services, I was responsible for all non-law enforcement functions such as preparation and oversight of an annual budget of more than $51 million and all inventory and coordination efforts between the jail and law enforcement. However, it did not take long for me to realize that municipal government was where I was meant to be. I applied for and was appointed as the City Manager of Umatilla, FL.

The position with Umatilla allowed me to flourish as a Manager and build a solid team, the Council and I were able to accomplish a great deal related to economic development during my tenure. Again, documentation is presented within my resume.

From Umatilla I applied for and was chosen as Apopka, FL City Administrator. Similar duties as a manager; however, this government is chartered as a Mayor-Council form, and I answered directly to the Mayor. I was with Apopka for three years and my resume highlights some grand things we accomplished and set in motion for the future.

After the election of a new Mayor in Apopka, my contract was terminated. I was fortunate to be selected as Town Manager for Edgewater where I was employed until September 20, 2024. It was an amicable severing of my contract by a 4-1 vote of the City Council without cause.

I have all the necessary qualifications required for this appointment, but I will bring much more to the position. Working most of my career in municipal government, I developed strong private business relationships as well as intergovernmental ties assisting in moving several cities forward beyond anything previously experienced and I can and will do the same and more for Juno Beach if given the chance.

Sincerely,



Glenn A. Irby

GLENN A. IRBY 223 Two Oaks Drive, Edgewater, FL 32141
Cell: (352) 636-2113 E-Mail: glennirby75@gmail.com

SUMMARY

More than 30 years of local government experience with expertise in the following areas:

- Charter Review Oversight
- Media Relations
- Financial Operations and Budget
- Grants Administration
- Water and Sewer Utility Management
- Collective Bargaining
- Personnel Management
- Community Redevelopment
- Public – Private Partnerships
- Governmental Leadership
- Municipal Management
- Customer Service
- Land Use and Public Planning

An innovative leader with demonstrated and proven analytical and organizational skills successfully using a participatory management style. Experienced in managing change and specializing in turnarounds. Achievement-oriented with foresight; a dedicated team player accustomed to working cohesively within an organizational framework.

RELEVANT LOCAL GOVERNMENT EXPERIENCE

City Manager, City of Edgewater, FL 2019 –2024

Edgewater is in southeast Volusia County on the shore of the beautiful Indian River and is approximately 24,000 residents strong. It covers nearly 25 square miles and is a full-service community with 225 employees. It is chartered as a Council-Manager form of government.

Duties and Responsibilities as City Manager:

- Appointed by the City Council and charged with the responsibility of coordinating and integrating the administrative and executive functions of the city as directed by the City Council consistent with approved policies.
- Oversight of preparation and administration of the City's operating and capital budgets, which for fiscal year 2024 totaled $70 million across all funds.
- Successfully negotiated annual employment contracts with three separate labor unions.

Achievements:

- When appointed City Manager of Edgewater, there was no fire or police chief, and morale in both departments was low. I was able to find excellent leadership in both departments and appointed new chiefs. I stressed the need for community involvement by both departments and both answered the call. The police department held the first ever National Night Out event, a Fishing with a Cop event (for children) and participated in reading events at the elementary schools. The fire department has participated in barbecue and chili competitions, parades, elementary school readings and other events throughout the community.
- Successful in persuading the City Council to reinstate a Police Traffic Motorcycle Division.
- Successful in receiving several grant awards totaling millions to mitigate flooding, harden buildings, extend reuse water lines, and install new sidewalks.
- Negotiated a contract with an architect to design a new Public Works facility.

- Supported efforts to provide the Police Department with a new training facility complete with a new classroom, updated gun range and office space for a Range Master. Once completed, the Police Department now hosts area-wide law enforcement training.
- Saw the completion of renovations to the City's largest boat launch park damaged during a hurricane.

City Administrator, City of Apopka, FL **2015 - 2018**

Apopka is home to approximately 50,000 residents, covers more than 34 square miles and is the second largest city in Orange County, Florida (population 1,200,000). Located 12 miles northwest of Orlando, it is a full service community offering Centralized Water and Sewer, Community Development, Fire, Human Resources, Parks and Recreation, Police, Solid Waste Sanitation collection, Public Access Reuse Water for irrigation and Stormwater. Apopka is chartered as a Strong Mayor form of government.

Duties and Responsibilities as City Administrator:

- The City Administrator is appointed by the mayor and is responsible for coordinating and integrating the administrative and executive functions of the city as directed by the mayor and consistent with policy approved by the city council.
- Oversee daily operations including more than 400 employees.
- Oversight of preparation and administration of the City's operating and capital budgets, which for fiscal year 2018 was $124 million.
- Negotiation with public and private sector entities on a variety of issues ranging from economic development and growth to service contracts.

Achievements:

- Successfully negotiated a Sales and Purchase Agreement for city owned land for the purpose of a private developer designing and constructing a new downtown center. The area is comprised of approximately 34 acres and when finished will showcase a multistory hotel, specialty shops, restaurants, public gathering places and other desired amenities.
- Apopka is complemented by its proximity to Orlando and other suburbs and connected by three major expressways entering the city from these areas. A new 120-bed hospital recently opened in the area, which is expected to bring substantial growth. Unfortunately, the Central Florida Expressway Authority did not plan for the new hospital and growth that will surely follow and failed to see a need for an interchange. Fortunately, an area developer and I recognized a need and opportunity. Together in an extremely complicated commitment, I was able to forge a Public Private Partnership with this developer to construct a half interchange to State Road 414 costing more than $6.5 million of only private investments and not taxpayer monies.
- When I began work with Apopka, I was reintroduced to a DOS based computer platform and an extremely outdated financial software package. Over the course of the first year of employment, I directed transition to a Windows based environment, and the finance department completed a full software conversion. Some employees have been with the city for more than 25 years and have never experienced anything other than DOS. It was a true learning experience for them, but it is doubtful any wish to go back to the old way.
- Implemented a program whereby all Directors meet with me every other week to discuss both new and ongoing projects. This has proven to be beneficial for not only me, but all the directors.

It is a time the departments have become proud of because they are each able to see on a large screen monitor their individual progress as well as progress of other departments.

- The city completed construction of its fifth fire station and opened a sixth temporary quarter offered by the new hospital on its property.

City Manager, City of Umatilla, FL **2006 – 2015**
Airport Manager

Umatilla is a city of 3,600 citizens covering approximately 3 square miles. It is located in northeast Lake County, Florida (population 301,000). While small, it offers a majority of the amenities of much larger cities such as Police, Fire, Public Library, Centralized Water and Sewer, Stormwater and a General Aviation Airport.

Duties and Responsibilities as City Manager:

- Chief executive officer of a municipal government with 39 employees and a $7.5 million budget. Oversight responsibility for the following functions: Airport, Finance, Fire, General Services, Public Library, Parks and Recreation, Personnel, Planning and Zoning, Police, Roads and Streets, Stormwater drainage and Water and Sewer utilities and Sanitation.
- Implementation of City Council directed policy. Administration of the City's daily operations as well as identification and strategies toward resolution of issues and long range planning.
- Preparation and administration of the City's operating and capital budgets.
- Negotiation with public and private sector entities on a variety of issues ranging from economic development and growth to service contracts.
- Media representation of the City including news interviews for television as well as interviews with the print media and preparation of press releases.
- Oversight of the City's General Aviation Airport as the Airport Manager.

Achievements:

- Umatilla has a General Aviation airport that had not been profitable and relied on property taxes of the General Fund to operate prior to 2008. Today, this airport is fully operational on its own accord with 13 relatively new hangars and one large communal hangar. A fueling facility was added in early 2011 with the assistance of a public-private partnership. Today the airport has a new tie-down ramp for nine aircraft and a partial parallel taxiway added for safety. Since my appointment as Manager, the City has successfully utilized available grants from both the Florida Department of Transportation and the Federal Aviation Administration that have kept Airport funding match requirements to low minimums. Construction costs of the fuel facility alone were approximately $200,000 of which the city paid only $3,800 by using grants and a Public – Private Partnership. This airport now hosts a flight school and witnesses approximately 500 flight operations each month. Fuel sales average 5,700 gallons per month of which the city shares profit but not maintenance expense.
- Began revitalization efforts of the Community Redevelopment Area [CRA] by developing a plan by which the money collected for this use could be used for its intended purpose – revitalization of the City's core downtown district. Since 2010 the CRA has seen a resurgence of interest not realized for at least 25 years prior.

- Finished a potable water reserve well and oversaw interconnection to the City's system. This project had been inactive for several years due to misconceptions and mindset that the City did not have the financial resources to "bring it online".
- Worked directly with FEMA to address flooding of one major roadway and a service alley. The poor condition of the alley had caused businesses to flood for years, and the major roadway became impassable to school buses as well as passenger vehicles. Both road and alley now drain and clear during the heaviest downpours.
- While small, Umatilla sees a need to grow and has identified specific areas outside its current boundaries that make sense to target for future annexation. Negotiations with a private developer will see another public-private partnership with the City to construct a large capital water line to serve one of these areas. Negotiations resulted in the water line being installed at no cost to city residents.
- Because economic woes have not bypassed Umatilla, directions were given to department managers one year in advance to reduce or keep their budgets equal to the year prior. This direction kept Umatilla from experiencing sudden layoffs and allowed the City to continue a necessary level of operations.
- Informed the Council of the need and ability to leverage Infrastructure Sales Tax; revenue, which is restricted to capital improvements and equipment, by utilizing short-term debt to fund near-term equipment acquisition, pledging future revenue streams. This endeavor has allowed outdated and unsafe equipment to be retired sooner and enabled the staff to produce more timely output.

Senior Director of Staff Services, Lake County Sheriff's Office, FL **2005 – 2006**

The Lake County Sheriff's Department is among the largest employers in Lake County.

Duties and Responsibilities of Senior Director of Staff Services:

- Chief Financial and Administrative civilian official for the Sheriff. The Lake County Sheriff's Office employed more than 700 employees. The Senior Director's position was established as one of three command staff positions directly below the Sheriff. This position was responsible for oversight of the business operations of the Sheriff's Office including budget and finance, purchasing, IT, personnel and payroll. The Sheriff's budget was $51 million.

Achievements

- Oversaw and directed the first true census of this agency giving the Sheriff knowledge of existing staffing and at what levels. This enabled the Sheriff to know exactly where personnel were assigned and where additions or deletions in staffing were needed.
- Automated the operating budget for the agency, making the annual process easier.

City Manager, City of Mascotte, FL **2004 – 2005**

The City of Mascotte is a full-service community providing Police, Fire, Water and Solid Waste removal.

Duties and Responsibilities as City Manager

- Chief Executive Officer of a municipal government.

City Manager, City of Mascotte

- Preparation and administration of the City's operating and capital budgets.

Achievements:

- Lead a successful effort to interconnect the City of Mascotte's potable water system to a neighboring city. In times of emergency where water volume or pressure may fall for one city or the other, a metered interconnect would allow water to flow to the city needing it most.
- Directed the effort to construct a capital water line in a remote area of the City's utility district to protect its eastern boundary from annexation by a neighboring city.
- Transitioned to a fully automated solid waste removal enabling the city to redirect manpower.
- Determined the need to drill a new potable well and located financing necessary to do so after Public Works reported having to continuously flush a required and redundant well. This had been recurring for several years and wasting water, manpower and electricity.

Other Government Experience

Assistant City Administrator and Finance Director, City of Tavares, FL
Elected Strong Mayor, City of Minneola, FL
City Accountant, City of Tavares, FL

The City of Tavares, a city of 9,000 residents is the County Seat of Lake County, FL and is a full service community providing Parks and Recreation, Police, Fire, Public Library, Water, Sewer and Solid Waste Removal.

Duties and Responsibilities as Assistant City Administrator and Finance Director:

- Represented the City Manager in her absence and oversaw the daily operations of the Finance Department. Responsibilities within the Finance Department included submission of the annual operating budget and preparation for the annual audit. Directly responsible for the first of eight Government Finance Officer's Association's Certificate of Achievement for Excellence in Financial Reporting.

Duties and Responsibilities as Elected Mayor of Minneola:

- Minneola was a city of approximately 3,000 residents and grew to approximately 4,500 during this period.

Strong Mayor of Minneola

- Elected by the citizens and served as Mayor at the same time as holding the positions with Tavares.
- The Strong Mayor was seen as the Administrator for the City.

City of Tavares Accountant:

- Hired as the City's first accountant. Responsible to the Finance Director.
- Reconciled General Ledger, performed accounts payable and payroll functions.
- Prepared closing of financial books for annual audit.

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EDUCATION

Troy State University	Master of Public Administration
University of Central Florida Majored in Business Administration with an emphasis in Accounting.	Bachelor of Science
Lake Sumter Community College	Associate of Arts

PROFESSIONAL AFFILIATIONS

Florida City/County Manager's Association (FCCMA)
International City/County Management Association (ICMA)

COMMUNITY INVOLVEMENT AND PERSONAL ACHIEVEMENTS

Appointed to the Team Volusia Economic Development Board of Trustees	2023 – 2024
Appointed to the Team Volusia Economic Development Executive Board	2023 - 2024
Elected as President Elect of the Southeast Volusia Kiwanis Club for 2021	2020 – 2021
Lake County Chamber Alliance, Treasurer	2005 – 2011
South Lake County Chamber of Commerce Board of Directors, Treasurer	2003 – 2007
East Central Florida Regional Planning Council Board Member Appointment by the Lake County League of Cities	1999 – 2001

Candidate Introduction

Section 8

GLENN A. IRBY

EDUCATION

Master of Public Administration, Troy State University, AL (Florida Region)
Bachelor of Science, Business Administration/Accounting, University of Central Florida
Associate of Arts, Lake-Sumter Community College, FL

EXPERIENCE

City Manager, Edgewater, FL	2019 – 2024
City Administrator, Apopka, FL	2015 – 2018
City Manager, Umatilla, FL	2006 – 2015
Senior Director of Staff Services, Lake County Sheriff's Office, Tavares, FL	2005 – 2006
City Manager, Mascotte, FL	2004 – 2005
Assistant City Administrator & Finance Director, Tavares, FL	1993 – 2004
Elected Strong Mayor, Minneola, FL	1999 – 2000
City Accountant, Tavares, FL	1990 – 1993
Owned and Operated a Lawn Maintenance Business, Eustis, FL	1985 – 1991
Police Officer, Eustis, FL	1976 – 1985

BACKGROUND

Edgewater, located in Southeast Volusia County, FL is known to many as the "Hospitality City" due to its welcoming environment. It is famous for being home to the Mosquito Lagoon and saltwater (Red) fishing. Today, Edgewater is home to 26,500 residents encompassing approximately 25 square miles. Edgewater is a full-service community providing Police, Fire/EMS, Water, Sewer, Reuse, Parks and Recreation, Development and Public Works.

Edgewater's total operating budget beginning October 1, 2024, is $73 million. Its General Fund budget is $29.7 million. It has 240 employees with eight (8) departmental directors reporting directly to the City Manager. It is chartered as a Council-Manager form of government.

The three most significant issues facing the City are:

A. **Mindset of its citizens**. Edgewater is a bedroom community in the Daytona Beach area. This means there are many more homes than commercial ventures, which leads to a shortfall in needed property taxes. Single family residential units consume and demand more services than typical commercial establishments yet pay less in property taxes. Regardless, the city has maintained a steady 6.22 mils tax rate for the last three years. Although it has instituted a Fire Assessment fee on all structures of $50 per year (with some exceptions, such as veterans) to ensure the majority pay something in property

taxes. Unfortunately, most citizens do not understand the economics of this and demand services the city cannot afford and when they do not materialize, they become boisterous and often take to social media to plead their case.

B. **Growth**. Like most of the rest of the State of Florida, Edgewater citizens want all growth to stop and believe recent flooding has been caused by growth in and around the wetlands. This being despite 21 inches of rain falling during Hurricane Ian during a King tide, which would not allow canals to flow. Citizens want a moratorium on all future construction and are unwilling to listen to attorneys arguing land use rights.

C. **Lack of a defined downtown**. Edgewater has never had a downtown. Over the years, the city has grown, but few have shown interest in the creation of a walkable downtown. However, property west of the city has development rights to build not only more single-family dwellings, but thousands of acres of commercial establishments, which would foster several small villages. This concept is also being met with resistance from the community because they believe with all the new features looking to become a part of Edgewater, the existing community will be forgotten.

GENERAL, MANAGEMENT STYLE AND EXPERIENCE

As the saying goes: Location, Location, Location. The Town of Juno Beach, situated on the shores of the Atlantic Ocean will assist it in continuing a path to even greater future successes. It is apparent the town has positioned itself well using long-range planning.

I have found that "Participatory Management" is my niche. My participation in the past has not been limited to assistance in the decision-making process. I have been known to roll up my shirt sleeves as an elected and appointed official and assist with utility line breaks and clearing of streets after major storm events. I want to know as much as possible about the progress of ongoing projects to ensure up to date information is available to citizens and the elected officials. I have also found that this style of management assists in "growing" employees. They learn from my experience, and I learn from them.

Most employees I have worked with have taught me something, but as we all know, all employees are never going to be in total agreement with management. My most recent staff would report that I am fair and listen to them regardless of whether they have a suggestion, complaint, or personal issue. They would likely tell you that they did not always agree with decisions I had to make. They would tell you that I functioned as their advocate for the best working conditions and equipment possible and empowered them to do their jobs. They would further say that I am firm but fair and expect a great deal from them as professionals. Lastly, they would tell you that I am interested in and care about them both as an employee and person.

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The majority of elected officials I have worked with in the past would tell you that I am a purposeful manager and expect the best for our community. They would tell you I am knowledgeable of all facets of local government and how it must operate. They would tell you that I continually strive to improve both the image of the community and government. They would also tell you that I am not one to take praise for the work done by employees and always give credit where and when it is due to those "making it happen".

My greatest strengths are listening and networking. Listening enables me to learn what the greatest needs of a community are. Networking with others both within and outside the community has tended to enable me to gain assistance needed by my cities. This assistance has come in the way of grants and State Budget Appropriations. I also teach this to department directors because they are often in positions to both listen and network with others, not only to/with their peers, but other elected officials as well. During my tenure with Edgewater, this strength returned more than $18.3 million in grants for public utility upgrades that the town could not have ever accomplished on its own.

We all have weaknesses, and I know that I have at least two. First, I am often too compassionate toward others, which facilitates the second weakness: I have a challenging time when terminating personnel. This is not to say that I cannot and have not terminated personnel, because I have had to do so, but I do struggle with it.

Regularly scheduled staff meetings in Edgewater have proven useful for a variety of reasons. Not only are individual department issues aired, but projects are reviewed and discussed. Ideas for future community needs are also vetted. Using this venue ensures that we are following the direction of the Council, on time with projects or determining why we are not and remain focused on not only current opportunities but always looking to the future for ways to improve our community and add benefit to our citizens.

When appointed by Apopka as the Administrator, a new Florida Hospital was just breaking ground near a major collection of new state highways (SR 414, SR 429 and SR 409). A grand addition to the town and area, the hospital was sorely needed, but no access to any of these highways was provided. Shortly after my appointment, I met a developer owning land in the same area and his land was contiguous to SR 414. Within a year I was successful in forging a public-private-partnership with the developer whereby his company negotiated with the Central Florida Expressway Authority and paid to develop and construct an interchange. As growth occurs in this area, the town will share (with the developer) a portion of increased revenues from transportation impact fees and property taxes from the developer. In a complicated agreement, the developer has only 10 years to recoup his investment from the date of the agreement. If growth does not afford repayment by the town, the developer cannot collect past the 10th year. Now completely constructed, these ramps have opened this otherwise desolate area to a great deal of both residential and sorely needed commercial development such as apartments and grocery stores.

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GLENN A. IRBY

My largest failure for me personally was leaving the position as City Manager of Mascotte, FL. and going to work for the Lake County Sheriff as his fourth in command. I had been with Mascotte for two years and the city was moving in a positive direction. The newly elected Sheriff and I had been Police Officers and close friends and he recruited me (ego boost for me). The pay was excellent, and I saw this as a rare opportunity to go back into Law Enforcement, albeit as a civilian. It did not take long for me to find out that Law Enforcement was a closed chapter in my life, and I was meant to be a City Manager. I should have stayed in Mascotte.

Termination is never an easy thing to cause to happen, and I do have a difficult time with it. Not to the point of agony and when I decided to terminate an employee, a great deal of investigation has gone before the actual deed to ensure that I am correct in that decision. I also cope with this necessary deed by recalling what a mentor City Manager once told me: "You never fire anyone, they fire themselves"; possibly viewed as callous, but seemingly true.

The current challenges that I believe facing the Town of Juno Beach are:

- Like most local governments within Florida, aging public infrastructure will be an issue for some time to come, if not forever. Because it is expensive to maintain and replace, the town must create long-range plans on what it will need in the future and how it will pay for it. Two resources I have used are Grants and State Appropriations through the assistance of legislators, grant writers and lobbyists.
- Reserves are in stellar condition. In and of itself, this should not be viewed as an issue, but sometimes citizens believe high reserves are not needed and should be reduced. Adequate reserves are most important for a coastal community due to hurricanes and the costly damage they can cause. It may be necessary to educate those who believe otherwise.
- Vehicle traffic and knowing it can get worse with more visitors discovering an avenue to free beachside access. This will require monitoring into the future as well as planning to lessen effects.
- Keeping up with future projects and keeping them on time and on or under budget will be a 'fun' challenge.
- Clear communication between the various shareholders of the city and between the staff is an absolute must as is a need to understand the need for positive customer relations. Citizens need to feel welcome when coming to city hall regardless of need.
- All staff members practice finding ways around saying no. Of course, there are times when this is the only answer, but a softer one should always be the norm.
- Currently, it appears quite clear the State Legislators are determined to reduce property tax levied by local governments. Since Juno Beach relies heavily on property tax, it is very important to monitor this and be in contact with legislators by telephone and in person when they are home to keep them aware of what less revenue will mean to the Town.

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GLENN A. IRBY

During the first six months of employment my efforts will involve:

- Meeting with elected officials, staff, citizens groups and county and state officials to assess town operations, concerns, positions, and dynamics. Since all my governmental career has been in Florida, this should be a short learning curve to navigate.
- Learning of the City Council's goals and perspectives. This will be key in determining and formulating appropriate strategic directions.
- Assessing the Town's complete financial position and reviewing anticipated future trends of both revenues and expenditures.
- Review of Personnel and other Policies and procedures to ensure they are satisfactory or identify necessary changes to be compliant with Federal Law, State Statute, and desires of the City Council.
- Joining at least one charitable organization such as Rotary and/or Kiwanis Clubs to become part of the community.

Overall, I work very well with the media. I believe when they inquire about something good or bad that all information is freely available to them (depending on State Statues). Of course, there are times when information cannot be given, but this is usually met with understanding and a request to let them know when it can be given to them. I have always considered it a paramount requirement that anytime I speak with the press, the council is made aware of the conversation as soon as practical and dependent on circumstances after an interview.

There is nothing in my background that if it became public knowledge would be embarrassing to me or to the Town of Juno Beach.

Social media can be an especially useful tool to local government, and I believe the Town of Juno Beach has a Facebook Page and uses YouTube quite extensively. News and upcoming events can be easily displayed here along with pictures of past events and show the progression of ongoing projects in town.

A minority of Edgewater citizens seem to have found their voices and are convinced I am either the direct or indirect cause of homes flooding during two recent hurricanes. However, being a City Manager can cause activists to contrive things they would like others to believe are true when they are not. Others can be downright hurtful in what they say. If this occurs, I will be most happy to respond and defend myself with fact and diplomacy.

During brief periods of spare personal time, I enjoy spending time with my wife and three dogs (two Chihuahuas and a Mal Shi). I also like to fish, garden, read, watch NFL football (especially the Miami Dolphins), and visit the North Georgia, North Carolina, and Tennessee Mountains.

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GLENN A. IRBY

SIX ADJECTIVES I WOULD USE TO DESCRIBE MYSELF

- Enterprising
- Ethical
- Knowledgeable
- Passionate
- Persistent
- Professional

REASON FOR LEAVING CURRENT POSITION

I will be forever grateful for the opportunity to serve the citizens of Edgewater. However, on September 20, 2024, a motion was made at the beginning of a specially called meeting to cancel my contract without cause. I tried retirement but missed city management and its challenges.

MOST RECENT SALARY

My ending annual salary with the City of Edgewater was $176,363.

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CB&A Background Checks

Background Check Summary for
GLENN ANDERSON IRBY

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Volusia County, FL	No Records Found
Orange County, FL	No Records Found
Lake County, FL	No Records Found
State	
Florida	No Records Found

Civil Records Checks:

County	
Volusia County, FL	No Records Found
Orange County, FL	No Records Found
Lake County, FL	No Records Found
Federal	
Florida	No Records Found

Motor Vehicle	
Florida	No Records Found
Credit	Excellent
Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

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Background Check Summary for
GLENN ANDERSON IRBY

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

Background Check Summary for
GLENN ANDERSON IRBY
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: _Glenn Anderson Irby

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?

   Yes r:] No x

. 2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?

   Yes No x

3. Have you ever declared bankruptcy or been an owner in a business that did so?

   Yes No x

4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?

   Yes No x

5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?

   Yes No x

6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?

   Yes No x

7. Have you ever sued a current or former employer?

   Yes No x

8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / Linkedln, etc.) and your personal web page if you have one.

   I have a Facebook account under my name: Glenn Irby

   I have a Linkedln account under my name: Glenn Irby - I do not pay for a subscription

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Background Check Summary for
GLENN ANDERSON IRBY
Personal Disclosure

9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?

   Yes No x

10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

    None

Attested to: Glenn Anderson Irby

Signature of Applicant

CB&A Reference Notes

Reference Notes
Glenn A. Irby

Aaron Wolfe – City Attorney, City of Edgewater, FL 386-253-1111

Mr. Wolfe began working with Mr. Irby when the latter was hired as City Manager in 2019. They worked closely together, and Mr. Wolfe thought Mr. Irby's job performance was excellent. He made good decisions as the City Manager. He listened to the input of his staff and council and made decisions after thoroughly considering everyone's position on the topic. He made informed decisions.

Mr. Irby is fiscally conservative. He always looked at the bottom line and made sure their responsibilities could be met with the current budget situation.

Mr. Irby is customer service oriented. If a concern was raised, he would delegate to the appropriate city staff or director and make sure it was addressed in a timely manner. He communicated well with his staff and the public. He prefers to operate behind the scenes as a manager. He does not need to be in the spotlight. He managed the hurricanes and storms the City had throughout his tenure very well. Mr. Wolfe never saw him stressed out to any great degree, so he managed stressful situations very well.

Mr. Irby managed his staff well. He made good hiring decisions. If he had to fire someone, he went about it according to the books. There was nothing in his conduct that could be construed as controversial or embarrassing to a potential employer.

The City of Edgewater has many problems with stormwater management that date back many years prior to Mr. Irby's position as City Manager. It would be extremely expensive and difficult to fix the underlying issue because there is no easy solution. The public got upset with flooding issues and needed someone to blame it on, and unfortunately, Mr. Irby was the scapegoat. Mr. Wolfe was sad to see him go, but the City Council voted three out of five for the termination of his contract. Mr. Wolfe highly recommends Mr. Irby as city or county manager elsewhere and wishes him well in his search.

Words or phrases used to describe Glenn Irby:

- Hard working,
- Communicator,
- Fiscally conservative,
- Responsible, and
- Ethical.

Strengths: Good manager of the City staff.

Weaknesses: He received criticism from others because people did not think he was out in the community enough. However, Mr. Irby did not have an Assistant City Manager and was incredibly busy because of that. He did not have the time or resources to be out in the community as much as he would have liked.

Reference Notes
Glenn A. Irby

Jeff Lariscy – Fire Chief, City of Edgewater, FL 386-690-3314

Mr. Irby promoted Mr. Lariscy as Fire Chief for the City of Edgewater. Mr. Lariscy's office was not on site, so they did not interact every day, but they did at least twice a week. Mr. Lariscy appreciated that he was able to call Mr. Irby at any time and he would always answer his phone. He was approachable and made himself available to others, especially in the public safety sector, no matter the time of day.

Mr. Irby prefers to be behind the scenes when it comes to community interaction, because he is not a politician. He is a matter-of-fact kind of leader. He keeps up with his directors and makes sure they stay on their feet. The previous City Manager was a politician, and very popular with the residents. He preferred to be more out front, but Mr. Irby lets the Mayor and Councilmembers shine while working behind the scenes. He relies on his directors and makes sure they are on point with their responsibilities. The previous manager let his directors slack off a little bit while he took over everyone else's responsibilities. When Mr. Irby came on board as City Manager, he required his directors to step up and own their own responsibilities, which was somewhat of a difficult transition for some of them. Ultimately, it was a better way to run the City, and he made the correct decision to straighten out the City.

Mr. Irby is always nice and respectful, but he does not suffer incompetence or things like people being late for meetings. He expected his staff to work hard and show up on time. He is a leader who knows how to take charge.

Because Mr. Irby has a background in law enforcement, he does not get rattled easily. The City went through two hurricanes with Mr. Irby, and he did a fantastic job each time. He was ready to take charge and available to answer any questions. He inspires confidence in his leadership capabilities.

Although Mr. Irby was a fantastic City Manager, the City of Edgewater's new Mayor did not get along with him. The Mayor is very young, elected at only 17 years old, right out of high school, and he did not like Mr. Irby's style of leadership. Mr. Irby worked with him for two years before leaving. There was nothing controversial in his personal conduct and Mr. Lariscy wishes the City of Edgewater could have him back. Mr. Lariscy highly recommends Mr. Irby.

Words or phrases used to describe Glenn Irby:

- Quiet,
- Strong,
- No nonsense,
- Serious,
- Subdued, and
- Calm.

Strengths: Good decision maker.

Weaknesses: Although he always makes good decisions, he does not always explain his decisions to others unless they specifically ask, in which case he is happy to sit down and explain what went into his decision-making process. He does not share his thoughts unless asked.

Debbie Dolbow – Councilmember, City of Edgewater, FL, 609-805-0175

Ms. Dolbow worked with Mr. Irby during her first two years as City Council member from 2023 to 2024 when he left his position as City Manager. She is currently a City Council member. Mr. Irby did a great job as City Manager. He was always available to answer questions and was very fair and professional. His door was always open, and he had a good working relationship with his department heads.

Mr. Irby thinks outside the box. If something was not working, he did not hesitate to try something new. He wanted to get to know more business owners in the area, so, because Ms. Dolbow was formerly a self-employed business owner, she took him on a drive around the city to introduce him to some business owners he did not yet know. He took the time to walk indoors and introduce himself. He has an out-front leadership style but does not micromanage. He did not always appear at the front of every project, but the staff knew what was expected of them. He let the department heads know what was expected of them and then followed through appropriately.

Mr. Irby was very active in the community. He attended almost every event and was always there at events sponsored by the City. He manned the City's tent, handed out flyers, and spoke with the residents. He is customer service oriented.

Ms. Dolbow has not seen Mr. Irby in truly stressful situations, because she does not interact with him on a day-to-day basis. But he does a good job at keeping his composure at City Council meetings, which can get a little heated. He directs meetings well, carries the conversation, and follows up with any additional questions. He is always professional and respectful to whomever is speaking. Nothing in his conduct could be considered embarrassing.

Ms. Dolbow recommends him as Manager and wishes him the best of luck wherever he goes.

Reference Notes
Glenn A. Irby

Words or phrases used to describe Glenn Irby:

- Sense of humor,
- Down to earth,
- Approachable,
- Kind,
- Good listener, and
- Respectful.

Strengths: Mr. Irby is very friendly. He made Ms. Dolbow feel comfortable and informed about what was happening in the City. The Council was always the first to know anything of importance in the City.

Weaknesses: None identified.

Jonah Powers – Former Councilmember, City of Edgewater, FL 386-689-2717

Mr. Powers worked alongside Mr. Irby as a Councilmember from 2020 until 2024. He only had positive interactions with Mr. Irby and considers him an excellent Manager. Mr. Irby has a high regard for integrity and factual information.

Mr. Irby made good decisions as their Manager. He is a strong leader. He knows how to assess the situation and knows when to let his team do their job, and when to take the leading role. He built an effective staff, including appointing both the police and fire chief in their positions. Both of which are phenomenal at their jobs. He knows how to identify talent and put the right people in place.

The employees in Edgewater were woefully underpaid when Mr. Irby came in. He led a massive initiative to substantially increase the baseline rates for employees. He also purchased new ambulances, enhanced public safety in the police department, purchased property for a new City Hall complex, and was instrumental in moving the economy forward and planning for the future.

Mr. Irby is an effective communicator. He gave all the necessary information in comprehensive reports. Residents are sometimes confused as to what the local government is responsible for, but Mr. Irby helped them understand the City's role by providing the right amount of information to the public. He was heavily involved in the community including various Chamber of Commerce events, acting as a member of the Kiwanis Club, and participating in nonprofit organizations in the community.

Mr. Powers has never seen Mr. Irby act unprofessionally. Even in highly stressful meetings, he always stuck with the facts on hand and kept his cool. Although Mr. Irby inherited problems that were not his, there was nothing controversial or embarrassing in his personal background or

conduct. The community was heading in a direction that needed a different set of eyes on the problem. The Councilmembers answer to the public, and there was increasing pressure to enact a change, through no fault of his own. He will make a fantastic manager elsewhere because he was a great manager for Edgewater. Mr. Powers highly recommends him for any leadership position.

Words or phrases used to describe Glenn Irby:

- Customer service oriented,
- Forward thinker,
- Factual,
- Effective, and
- Calm.

Strengths: Fiduciary expertise. Mr. Irby led them through many projects. He has a strong base of knowledge and experience in leading municipal local government.

Weaknesses: Sometimes he did not fully include the council members with all the details that went into the solutions to the problems. He did an admirable job of resolving issues, but they wanted to be more appraised of the situation.

Gigi Bennington – Vice Mayor, City of Edgewater, FL 386-689-2680

Ms. Bennington was on the City Council for 17 years and just retired in 2024. She was Vice Mayor in conjunction with her position as Council Member during her final year. She thought Mr. Irby did a fantastic job as City Manager. Many of the other City Council members disagreed with her opinion, but she liked him, personally and professionally. He had strong opinions, but listened to evidence, and was willing to change his mind if given sufficient cause.

Ms. Bennington worked well with Mr. Irby. She could come in to discuss an issue with him and found that he listened to all sides of the point. He was open to discussing issues but did not play around the bush. He was a man of action.

Mr. Irby handled controversy well. He could get upset sometimes but would soon cool down. He did not try to fight the Council on issues. He was always very gracious with them. There is nothing in his background that would be considered embarrassing to a potential employer. She always knew where he stood on issues. He has excellent financial skills, and he accomplished tasks that were given to him in a timely manner.

Mr. Irby preferred to let his staff take care of issues the constituents brought up. He was not very customer service oriented, because he did not have the time to personally answer every question a member of the community had.

Mr. Irby's personality clashed with the Mayor's, who was only 19 years old. The Mayor thought he should be the one who ran the city and was constantly trying to break Mr. Irby down. He got along with most of the City Council except for the Mayor. Mr. Irby has a strong backbone and did not appreciate that kind of disrespectful work relationship.

Ms. Bennington has worked with many City Managers in her 17 years as a City Council member. She would absolutely recommend him as a municipal manager and appreciated the work he did for the City of Edgewater.

Words or phrases used to describe Glenn Irby:

- Demanding,
- Stubborn,
- To the point,
- Strong backbone, and
- Hard-headed.

Strengths: Good with his employees but demanded they do their job. He did not fuss around with them or give third chances. He did not put up with shenanigans.

Weaknesses: Could be a little touchy when corrected.

Wayne Clark – City Manager, City of Port Orange, FL 386-506-5501

Mr. Clark has known Mr. Irby the entire time the latter was City Manager at Edgewater. The City of Port Orange is about five miles from Edgewater. Along with monthly meetings with all the City Managers in the region, Mr. Clark and Mr. Irby also participate in a monthly breakfast with the four City Managers and Mayors in their immediate area.

Although Mr. Clark does not interact with Mr. Irby on his day-to-day operations, he considers him a quality City Manager and a level-headed person. They worked together on preparations for storms, growth patterns, and a regional-level animal control shelter. Mr. Irby has a police and manager background, whereas Mr. Clark has a background in different arenas. They help each other and collaborate using their various strengths to help their cities grow and improve.

Mr. Irby is a clear communicator. Although he is one of the quieter people in the room, he knows how to get the right amount of information for the necessary parties. Mr. Clark appreciated how Mr. Irby was able to connect him with the right people when Mr. Clark needed assistance. Their cities got along well and partnered on many initiatives.

Edgewater was hit with a few heavy rainfalls during the summer of 2024 before the hurricane season. The excess water made people nervous, especially in some of the older subdivisions with

an open-ditch drainage system. The public showed up in droves to council meetings and were upset with how the drainage was being handled. Because of the public outcry, the Council elected to not keep Mr. Irby on as the City Manager. Mr. Clark was surprised at how quickly it all happened. There was nothing negative in his personal conduct. He handled himself very professionally throughout all the abuse the public gave him. He never actively engaged or yelled at anyone in retribution. He was calm and reserved throughout the process.

Mr. Clark is disappointed with how the City handled the situation, because Mr. Irby is a fantastic manager, and the issues were out of his hands. He wholeheartedly recommends Mr. Irby as a manager for any other location.

Words or phrases used to describe Glenn Irby:

- Steady,
- Methodical,
- Thoughtful,
- Patient,
- Calm, and
- Levelheaded.

Strengths: Mr. Irby is patient and calm in his political environment.

Weaknesses: None identified.

Mike McKinley – Former Chief of Police, Apopka, FL 407-468-7346

Chief McKinley worked with Mr. Irby between 2015 and 2018. Chief McKinley's career had primarily been with the sheriff's office, where he did not have to report to city officials. He was concerned about this change but was pleasantly surprised at how easy it was to work with Mr. Irby.

Mr. Irby is customer service oriented. He listens to the residents' concerns and does what he can to find a compromise. During council meetings it was not uncommon for members of the audience to compliment him on how well he treated them and helped them resolve their problem. He makes himself available to the public.

As a manager, Mr. Irby allows his department heads to oversee their areas with little interference. When a situation arises in which he must become involved, he leads his subordinates through, rather than telling them what to do. He keeps an open-door policy and holds bi-weekly senior management meetings. He ensures that everyone is made aware of anything happening in the city that might even remotely affect them.

Mr. Irby is always looking for ways to improve the city's operations. When staff come to him with their own ideas, he is willing to listen and try those changes. Many of the changes made have been extremely beneficial. On a rare occasion he has had to reverse a change because it did not work as planned.

Finance is a strong suit of Mr. Irby's. He is meticulous with the budget. He does a great job of getting what each department needs, but not necessarily everything they want. He has helped put the financial wellbeing of the city in a more positive position.

Mr. Irby cares about the community. Each decision he makes is weighed in his mind to determine whether it will benefit the citizens. He has not been involved in anything controversial.

Chief McKinley highly recommends Mr. Irby. Any organization would be lucky to have him.

Words or phrases used to describe Glenn Irby:

- Asset,
- Matter of fact,
- Empathetic,
- Available,
- Organized, and
- Knowledgeable.

Strengths: Pleasant to work with, supportive, listens to all sides before making sound decisions, and decisive.

Weaknesses: None identified.

Sam Ruth – Former City Commissioner, Apopka, FL 321-231-3943

Mr. Ruth worked with Mr. Irby for three years, from 2015 to 2017. Mr. Irby did the best he could in a tough situation.

Apopka had a mayor in office for over 63 years. The operations had become stationary, and the processes were way behind. Mr. Irby was hired by the mayor that followed the departure of the long tenured mayor. Mr. Irby came into an organization that did not understand the inefficiencies present. He followed the direction of the mayor, but also helped point out needy areas.

When change has been avoided for so long, it is difficult to get people to accept and support modernization. Mr. Irby faced many obstacles along his way. Trying to teach new technology was tedious, but he never lost his patience.

Reference Notes
Glenn A. Irby

Perhaps Mr. Irby's greatest strength is finance. He went through the past financial paperwork that allowed him to understand the depth of incompetency that was in place. He made appropriate changes and implemented new policies and procedures to eliminate the problems.

Mr. Irby is a fantastic public speaker. He is comfortable in front of an audience. He listens to the residents, then addresses their concerns. He does not interrupt or make the person feel small. He has not done anything to embarrass or contribute to controversial situations.

Mr. Irby is the perfect candidate for city manager of a smaller municipality. His knowledge of local government is well rounded. If Mr. Ruth were on the hiring committee, Mr. Irby would be number one on his list for the position.

Words or phrases used to describe Glenn Irby:

- Proficient,
- Patient,
- Professional,
- Gets along well with others, and
- Will to make changes.

Strengths: Honest, integrity, finance and general knowledge of local government.

Weaknesses: None identified.

Bill Arrowsmith – Former City Commissioner, Apopka, FL 407-421-1580

Mr. Arrowsmith was on the commission when Mr. Irby was hired in 2015. Although Mr. Arrowsmith left the commission in 2016, he has remained in contact with Mr. Irby and continues to rely on his expertise.

Mr. Arrowsmith voted against hiring Mr. Irby because he thought the city needed someone with experience from a larger community. Mr. Irby surprised Mr. Arrowsmith and did a superb job for Apopka. He was constrained by the inexperience of the Mayor however, which held him back from being able to make some of the most needed changes.

The mayor had no experience managing employees, running a budget, or anything to do with the management of a city. Mr. Irby was luckily there to guide and assist when he could. He worked well with the other elected officials by keeping them informed.

Mr. Irby did a phenomenal job of explaining situations in layman terms. He understands that not everyone has the same knowledge as he does but wants them to know what is happening so they

can make solid decisions. During public meetings if a resident had a detailed question, the mayor turned to Mr. Irby for the explanation.

The citizens made a push for higher-end restaurants and shopping, not the car parts stores that had been surfacing around the city. Mr. Irby handled the situation expertly by helping them understand that Apopka does not have the ability to sustain or recruit the types of businesses they are requesting. Although they were not happy about his explanation they were satisfied that they were heard.

Without the ability to hire, Mr. Irby was forced to work with people that were not as experienced as he is. For instance, the CFO put him at a disadvantage when it came to finding ways to save money.

Mr. Irby would never do anything to embarrass or create controversy. He should be highly considered for a city or county manager position.

Words or phrases used to describe Glenn Irby:

- Reserved,
- Thoughtful,
- Analytical,
- Integrity, and
- Professional.

Strengths: Responsive, vast experience, and patient.

Weaknesses: None identified.

Adam Bolton – Chief of Police, City of Umatilla, FL 352-308-6936

Chief Bolton has known Mr. Irby since 2006 and worked closely with him from 2012 when he became the Chief of Police until Mr. Irby left in 2015. Mr. Irby was the best supervisor Chief Bolton has ever had.

Mr. Irby was an excellent manager. He took the time to listen to others even when he did not agree with their viewpoint. He hired quality staff. He demanded a high-performance level from employees and set a high bar for Directors. He kept everyone very well informed. He worked harder than anyone in the organization.

The quality of Mr. Irby's decision making was evident in the noticeable and incredible differences in the downtown area. Prior to his arrival, Chief Bolton would not have spent time in the downtown area, now he would.

Reference Notes
Glenn A. Irby

Mr. Irby is innovative and can think through a problem. He finds solutions to exceedingly complex issues. He lived in the community and was very well known. Residents believed he was their friend. He attended community events and worked very well with residents in every setting.

Chief Bolton was overseeing a crime scene where a car was at the bottom of a pool completely black with algae, but they needed to gather evidence. Mr. Irby arrived at the scene to help the fire department and assemble the resources. It would have cost over $1,000 to pay Chief Bolton and the other officers to secure the crime scene while the pool was drained, a process that would take approximately eight hours. Mr. Irby has ties with an individual who owns a pool company. This person came to the scene with an industrial pump and drained the pool in a little over an hour. He did not override the Directors at any point during the process. They went to him with a problem, and he handled it.

Mr. Irby is very customer service oriented. He met every deadline and demanded that staff did as well. Chief Bolton would ask Mr. Irby for advice on his personal finances. Mr. Irby gave advice on opening a business which has been successful thus far.

The former police chief resigned, which was very controversial. Mr. Irby handled complaints about a water pipe breaking, but he has never been involved in anything negative. Nothing in his background is remotely embarrassing. Earlier in his career he served as a police officer and a detective.

When the former Chief Foster managed the police force he spoke poorly and inaccurately of Mr. Irby and every officer believed him. Because of that, Chief Bolton was initially wary of working with Mr. Irby. Within two years he earned a 100% approval rating among the police officers, they all thought the world of him. While rumor mills exist in every community, anyone who knows his ethics and personality will never have a problem with Mr. Irby.

Chief Bolton looks up to Mr. Irby. If his business succeeds, he hopes to hire Mr. Irby to manage it. Mr. Irby is an exceptional manager; he has done much to help and mentor Chief Bolton.

Words or phrases used to describe Glenn Irby:

- Fair,
- Committed,
- Very intelligent,
- Witty, and
- Wise.

Reference Notes
Glenn A. Irby

Strengths: Listens to directors before making a decision, extremely versatile, can handle problems outside the normal scope of a manager.

Weaknesses: When a citizen approaches him with a problem, he personally resolves it. He spreads himself very thin when he does not have to.

Prepared by: Amanda Jenkins
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Click Orlando
September 20, 2024

Edgewater fires city manager at special meeting amid flooding crisis
Christie Zizo

The Edgewater City Council fired City Manager **Glenn Irby** Friday night during a special meeting, despite concerns from residents and some council members that firing **Irby** during a critical time would leave a vacuum in leadership. The council voted to conduct a nationwide search for a new city manager. **Irby** was hired in 2019 after the council suddenly ousted its previous city manager in 2018. **Irby** had held various positions in city governments around Central Florida for more than 20 years. The council held a special meeting on Monday, Sept. 16, but it was overtaken by frustrated residents who have been dealing with flooding issues in the Florida Shores neighborhood. At that meeting, several people defended **Irby**. One person said he was simply executing the vision of the council, and if the council voted for bad policy, there wasn't much he could do.

Another person said this was not the right time to replace **Irby**. "It's the wrong time for our community, the wrong thing to be doing," the resident said. "Do I think Mr. **Irby** has done a perfect job, or that he has held some of his subordinates accountable for their actions, or lack of actions? No. But again, this is not the right time for our community to be doing this. We have much bigger issues at hand, and this is just going to delay or impede these issues from being addressed."

"I have to agree with most of you, this is not the time, we're in a crisis right now, this is not the time to get rid of a city manager," said Councilwoman Gigi Bennington. "Not even to start looking for a city manager. The least we need is an assistant city manager for when he has time off or he isn't here." Councilwoman Debbie Dolbow said the problem was she felt that it was part of the city manager's to nurture and guide the council, and she didn't always feel that way. "I don't know what I don't know," she said. **Irby** will get a total severance package of $131,790.01. Another resident complained that it was a waste of money to spend thousands of dollars to search for a city manager, on top of his severance package. She suggested creating an action plan and working with **Irby** to solve issues. The decision to end **Irby**'s contract was made independently of the flooding issue. During a four-hour city council meeting on Friday night, residents from the Florida Shores neighborhood voiced their concerns about flooding they allege is caused by new subdivisions, prompting the council to take action.

The meeting, packed with residents and lengthy public comment, resulted in the council instructing city staff to draft a moratorium on new home construction. However, no official decision has been made, and the council will discuss the ordinance at a later time. Homeowners in the Florida Shores neighborhood claim that newer subdivisions are being built at higher elevations than existing homes, causing stormwater to flow into older areas. Last Saturday, some residents posted videos online showing streets flooded to the point where kayaks were being used. Many residents expressed their frustration and fear during the meeting, urging the council

to act. “I have lived here 26 years, and I’m scared,” one resident said during the public comment period. “If it rains for two hours, it’s going to be in my house.” Another resident, who has lived in the area for eight years said, “I have never seen standing water like I do now, even after hurricanes.”

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Hometown News
July 17, 2024

Edgewater City Council considered a series of ordinances that would allow construction of an apartment complex east of U.S. 1 and north of Roberts Road.
By: James Bojaciuk

When the central legislation was rejected, the series essentially fell through. The apartments would have been built on behalf of TRB Edgewater LLC, a partnership formed between Ormond Beach and Kentucky business people. “The City Council heard a case for apartments on U.S.1 near Edgewater Landings,” City Manager **Glenn Irby** said after the meeting. “It failed. Apartments out of this case will not materialize.”

Edgewater is undergoing a soft housing crisis. There is not nearly enough housing to accommodate everyone seeking to live in the community, particularly lower income workers. However, among those who attended the meeting, public sentiment was overwhelmingly against the construction of an apartment complex. They cheered for every member of the public who spoke against it. Three members of the council essentially spoke in favor of construction of the apartment complex in whole or in part. “Edgewater is growing left and right,” said Councilwoman Gigi Bennington, “whether we want it to or not. We already don’t have places for our children to live. They can’t afford to buy the houses that are going up. We’re getting a lot of snowbirds coming down, and they’re plunking a lot of cash down for their homes. (Our children and locals) need a place to live. We need to plan for the future.

“What this connectivity is, is planning for the future. It’s trying to make the best out of what we have now for the future,” Councilwoman Bennington continued. “It will cut down on traffic because we can walk to stores. I’m sure there will be schools put within walking distance. When I moved to Edgewater in '76, there were 3,000 people here. Now there are 26,000. (It’s going to keep growing, so we need to make sure we have housing so we don’t have these people living in the streets. My daughter had to live in a tent for awhile because she couldn’t find a place that she could afford on what she was making. We’re forgetting the next generation. We’re thinking about how it’s going to impact us. We need to look toward the future.”

Councilwoman Charlotte Gillis’ only concern was the amount of space along U.S. 1 that could be used for apartment complexes, but sees the need for legislation that ultimately prepares for the future. Councilman Jonah Powers raised concerns Florida’s Live Local Act could allow developers to build within a city, ignoring city ordinances, as long as they meet the state’s requirements (additionally, the city would only receive a percentage of the taxes generated by such developments). Legislation like this would allow the city of Edgewater to have a say in affordable housing built within the city. He believes that apartment complexes in Edgewater is a matter of when, not if, and he wants the city to be at the table. However, no council member made a motion to approve the ordinances for the apartments. They failed by default. It is the second apartment complex that has been rejected this year in Edgewater.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The (FL)
March 18, 2024

Edgewater planning new city center - Set to be located on 70-acre property
Brenno Carillo

For decades, Edgewater has known that its operational demands have outgrown the current city hall building on Riverside Drive. That's why it has been the city's intention for just as long to move to a new city hall — somewhere bigger, where the city, a fast-growing Volusia County municipality, can better operate. The plans are still in very early stages, but the project's location is set. The city last year purchased a 70-acre property on West Indian River Boulevard for around $2.4 million, which is expected to be home to more than simply City Council chambers, according to Mayor Diezel Depew. "It will be home to a police station, a new fire station," Depew said in an interview. "We're actually hoping to have enough room for a civic center as well." The idea is for the property to become a new city center, "centrally located within Edgewater, planning on future development, and it's right when you get off Interstate 95," he added.

What will the new Edgewater city center look like?
Depew said the city has outgrown the current city hall "at least for 30 years." "Ever since Edgewater has really started to grow," Depew said. "We have little office space left. We've outgrown it for several years." In an interview, City Manager **Glenn Irby** also emphasized the importance of the project. "The (new) fire and police stations are very important, because we lack fire and ambulance service in that area," **Irby** said. "We also lack an emergency operations center." He said the idea is for the two stations and the EOC to be located in different areas of the same building. Another building would house the city hall, civic center and other office spaces. Even an amphitheater could be part of the project, though not initially. "We don't have a civic center at all now," **Irby** said. "This would give the people a place to meet." **Irby**, who has been in the post for five years, said the new location would be a "boom for the whole community." He also mentioned that the property has a 52-acre lake, which could offer the opportunity to design the project in a similar fashion to Port Orange's city center.

City growth and necessary funds
One of the advantages of bringing the project to Indian River Boulevard is the property's centralized location within the city's master plan for the next 20 years. Most of that is due to the planned Farmton development, part of which is coming to the west side of Interstate 95 in Edgewater, where the city expects to see 6,600 new homes in the first phase of that development. "In the end, that development is going to more than double the current population of Edgewater," **Irby** said. "And that, if everything goes as planned, will happen probably within 10 to 15 years."

According to Ryan Solstice, the city's development services director, Edgewater's current population is between 24,900 and 25,000 people. Census data showed the city had approximately 20,700 people in 2010. "Based upon unit count entitlement and using Bureau of Economic and Business Research's 2.3 population extrapolation," the upcoming first phase of the Farmton

development "will add roughly 18,230 persons" to the city population, Solstice wrote in an email. The Bureau of Economic and Business Research at the University of Florida "provides statistical information for demographics and economics within the State of Florida," he added. The city's fast growth is part of the reason it has taken so many years to move along with the project, according to **Irby**. Another factor is the necessary funding for the project, which Depew estimates to be around $40 million. "We're going to, at some point in time, have to take on debt to do it," **Irby** said. But for the city to take on that much, "there has to be a voter referendum," he added.

When will the project be done? How could it benefit Edgewater?
Depew said discussions are ongoing between city government and residents as to what they would like the new city center to look like. He said a design similar to what Port Orange has "is not out of the question." "That's something that we are looking at," Depew said. "I think the Port Orange center is a lovely area and space." The mayor said he hopes the project can be completed "within the next five to 10 years," but there is no official estimate as of now. The city is currently working to hire an engineer to "come up with a shell design," which would provide a color rendering of what the project would look like in the end, **Irby** said. "It would be a great benefit to the city, because it could be a gathering place, a place for concerts," **Irby** said. "Plenty of land."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Hometown News
October 5, 2023

Edgewater could get large apartment complex at I-95
By James Bojaciuk

The Edgewater Planning Board has approved the Grand Reserve Columbus project at 3338 W. Indian River Blvd. The 468-unit apartment complex and 15,000-square-foot commercial area now goes to the City Council for its perusal. “This project will provide much needed market-priced apartments to Edgewater,” City Manager **Glenn Irby** said. “With ongoing expansions at the Cape and this project being so close to I-95, I believe people working there will want to live here and commute because this area is known as having a much slower pace.”

Echoing Mr. **Irby**, Jessica Gow said, “We’ve been going through this process for about two years now, so we’re excited to take this step.” Ms. Gow is representing the owners via the Cobb Cole law office, where she specializes in Zoning and Environmental Law. The developer is required to build a pool (including “common accessories” for it), a gym and a playground. Each amenity requires at least one trash can. The pool will be designed to meet the appropriate City, County and/or State requirements. The project is taking conservation seriously, and minimally impacting the environment on-site.

In addition to the requirements for a significant amount of open space, which is 25% of the overall space, the natural landscape also is being preserved. Mrs. Gow explained, “In the multi-family pocket we’re preserving right about 91% of the wetlands on site. Impacts to the flood plan will be compensated for on-site along I-95.”

There are no firm plans at this time, but the developer is permitted to build hotels, restaurants, retail locations, and fast food (complete with drive-through) in the commercial area. Making pedestrian navigation easier, the project will feature sidewalks in communal areas and along right-of-ways. The developer is required to establish a Property Owners Association (POA) for the residential and commercial area. Documents establishing the Articles of Incorporation, covenants and restrictions, and by-laws must be approved by the city prior to final plat approval.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The (FL)
December 19, 2022

Developer plans space vehicle launch industrial park in Edgewater
Author/Byline: Clayton Park

A Tampa developer plans to create an industrial park in southeast Volusia County to cater to the growing commercial spaceflight industry in neighboring Brevard County. If all goes according to plan, developer Onicx Group will break ground on the first of seven buildings at the future Space Coast Industrial Park at Parktowne in the first quarter of 2023. The 83-acre site for the planned industrial park is at 302 Parktowne Blvd. in Edgewater, directly east of Daytona State College's New Smyrna Beach campus. "This project will cater to the area's underserved demand for industrial space and users looking to support the growth of the Space Coast," said Arjun Choudhary, vice president of investments for Onicx Group. A press release issued Monday by the developer and Team Volusia Economic Development Corp states that one of the reasons for the planned 1 million-square-foot industrial park is the "high demand for industrial facilities in Volusia County, driven by the robust growth of the space vehicle launch industry along Florida's Space Coast."

Potential hub for rocket industry suppliers
A 2019 study conducted by the consulting firm Bryce Space & Technology found that Volusia County's best chances of landing a piece of the burgeoning commercial spaceflight industry was to focus on recruiting suppliers, such as makers of components, as opposed to the actual companies conducting the rocket launches such as SpaceX and Blue Origin. Volusia County also offers the logistical advantage of being where interstates 4 and 95 connect. The Parktowne Industrial Center is just east of I-95, between the interchanges for both State Road 44 and State Road 442. It is roughly 40 miles north of Cape Canaveral. Team Volusia played a role in persuading Onicx Group to develop the Space Coast Industrial Park in Volusia County. "We introduced the developers to the site in Volusia County," said Team Volusia CEO Keith Norden whose group works to recruit companies to expand and/or relocate to the county.

Onicx, under the name Parktowne Industrial LLC, paid $4.15 million to acquire the 83-acre wooded site on June 23, according to Volusia County property records. The seller was an entity called Edgewater Industrial Park LLC, which included Mike Panaggio, the founder of DME Holdings in Daytona Beach. The property is part of the city of Edgewater's 342-acre Parktowne Industrial Center. The first phase of the project will consist of two buildings that will provide a total of 309,500 square feet of space. The anticipated completion date of the first phase is the first quarter of 2025. The initial phase is expected to cost $50 million, according to Matt Carney, director of acquisitions for Aries Capital, which is providing much of the financing for the project on Onicx Group's behalf.

'Huge deal' for Edgewater
Edgewater City Manager **Glenn Irby** said the Space Coast Industrial Park "is a huge deal" for his city. "We look forward to working with them (Onicx and Aries Capital) to make their future

as bright as possible." Bliss Jamison is a real estate broker with Massey Properties who helped negotiate the land deal on Onicx' behalf. The sellers were represented by Barbara Coomber of SVN Alliance Real Estate Advisors. "This is very timely because it will help provide move-ready industrial space for aviation and aerospace-related companies," said Jamison, who also serves as president of the Southeast Volusia Manufacturing & Technology Coalition. "This million square feet will be the closest industrial spec space in Volusia County available to the Cape," said Jamison, referring to the Cape Canaveral area which serves as the epicenter for the growing commercial space vehicle launch industry. Spec space refers to commercial buildings constructed in anticipation of attracting tenants.

Suzanne Konchan, Volusia County's deputy county manager, hailed the Space Coast Industrial Park as the "next step in our county's industrial evolution. Our local economy, especially in southeast Volusia, will continue growing by attracting exciting and in-demand industries such as aviation, aerospace and manufacturing."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The: Web Edition Articles (FL)
June 5, 2020

Edgewater, other cities to restart utility shut-offs for late payments
Author/Byline: Casmira Harrison

Edgewater suspended utility shut-offs and waived late fees in March to help residents hit financially by the coronavirus pandemic, but that relief is coming to an end. The City Council this week agreed the city has to get back to normal business so penalties and delinquent fees will begin to be charged again starting June 16, according to city spokeswoman Jill Danigel. Disconnection of accounts with past due balances will resume July 7. "We're running a tab on unpaid accounts and we really need to get that started again," said City Manager **Glenn Irby** at Monday's City Council meeting.

As of Monday, the city had waived $118,143 in late fees, according to Finance Director Bridgette King. The department estimates that amount will grow to at least $142,000. King said several other cities, including Holly Hill, Ormond Beach and DeLand are also moving forward with charging late fees and resuming shutoffs for late payments, plus, she said, there are a lot of organizations that are assisting people with utility bills when they cannot make the payments.

For those customers who qualify, Edgewater will offer a payment plan for those who have accrued a utility balance that may be difficult to pay. Customers are encouraged to call 424-2400 x4000 to speak to a customer service representative to discuss a payment plan as well as community resources for payment assistance before the shut-off occurs.

While the county has set aside money for cities to help cover costs specifically related to COVID-19, King said the federal CARES Act funding excludes the reimbursement of any lost revenue. "So we're strongly encouraging recovering as much revenue as possible going forward," King told City Council members.

Irby said customers who are having trouble paying their utility payments need to call customer service as soon as possible. "Help is available," said **Irby**. "But you've got to seek it."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Glenn A. Irby** is listed below. Removed were the neighborhood requests that did not mention Mr. **Irby**.]

Daytona Beach News-Journal, The (FL)
January 6, 2020

Edgewater development surge? - City Council to discuss new neighborhood proposals, impact fees this evening
Author/Byline: Casmira Harrison

The city could soon see a surge of development from the riverside all the way west of the interstate. On tap for today's City Council meeting is an agenda packed with neighborhood requests. From Miami Corporation's Cornerstone at Deering Park — the first mixed-use subdivision expected to launch a housing boom west of Interstate 95 — to a 28-acre, 125-unit residential neighborhood steps from the Indian River, City Council's approval could pave the way for a residential surge throughout Edgewater.

Additionally, city leaders are also expected to conduct a second and final vote on whether to raise police, fire and emergency management, parks, utilities and transportation impact fees. Impact fees are fees collected from builders for new construction at the time building permits are issued and are used to aid city improvements needed to accommodate growth. The city, which has annexed approximately 1,500 acres into its territory over the past five years and could add more today, has not raised impact fees since 2006.

Impact fees
According to a consultant study on impact fees by Mead & Hunt, Edgewater has not raised impact fees since 2006, has seen a population growth of 35% since 2008 and is expected to increase by more than 2% each year over the next 10 years. "We're really behind the eight ball, as far as need," City Manager **Glenn Irby** told council members at the first reading Dec. 2.

City Council voted 3-2 at the first reading to hike the fees immediately following the second vote if passed, which means the new fee rules would be implemented beginning today if the item is approved. Councilman Gary Conroy and Mayor Mike Thomas voted against the hike. Thomas stated he needed more information to make his decision. Conroy stated he felt the fees would merely be passed onto the consumer and could result in other cities luring away development and opportunities for job growth. He wanted to phase the fees in over the course of three years.

The council also voted unanimously to eliminate a clause in the rules that allows fees to potentially be refunded, among other items. Ken Hooper, former Edgewater city manager, said while the downturn in the economy dissuaded Edgewater and other cities throughout Volusia to raise impact fees in the years following 2006, he said now is the time to hike them. "The whole idea of an impact fee is to have growth pay for itself," said Hooper. "I'd encourage you to raise it to the max that your consultant had (recommended)."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal
September 11, 2019

Edgewater taxes, utility bills set to rise
Casmira Harrison

Edgewater resident Georgia Keeling's family of four moved into her Mariner's Gate home three years ago and she is frustrated by the rise she has seen in her utility bill since then. "I've had a 100-percent increase over the past three years," said Keeling, saying her first bill was $117 and the last was $225. Keeling, like several other residents at City Hall on Monday, feels the city's utility bills are too high and asked the City Council to shoot down a proposed increase in water, wastewater, stormwater and garbage rates — the four expenses tucked into the city's utility bill. The effort mostly failed. While leaders agreed to table the proposed garbage rate hikes, the remaining water, wastewater and stormwater rates are set to rise over the next five years.

Beginning Oct. 1, water and wastewater rates will increase 9 percent each year for three years, and another 3 percent each year for two more years. Stormwater bills will increase 10 percent Oct. 1, followed by a 13.6 percent hike in 2020, another 8 percent in 2021, 7.4 percent in 2022 and an additional 6.9 percent in 2023.

While residents did not ask what those hikes might mean in dollar figures, the city later posted an example of the 2019 increases on its social media page, explaining that the average household would pay an additional $7.04 per month. "For households that use an average of 3,000 gallons per month, this means an increase of $2.17 for water, $0.22 for utility tax and $3.65 for sewer per month," the post stated. "The stormwater increases by $1 per month and there is no solid waste increase at this time." Of course, homes and businesses that use more than 3,000 gallons a month would pay more for both the water and infrastructure fees. Councilwoman Christine Power, seeking to lessen the impact of the rate hikes, suggested putting the garbage rates on hold for about four months while they consider outsourcing the city's solid waste pickup, which is currently done in-house. Other officials agreed.

Originally, the garbage rates were set to increase 6 percent each year for the next four years and another 3 percent in the fifth year. But the deferment did not do much to soothe souls at City Hall. "This is just ridiculous," said Melissa Williamson. "Nobody can afford these over a five-year haul." Resident Michael Christmas said his existing utility bill is already difficult to pay. "The last couple of months, I've been behind on my bill," said Christmas. "I just can't afford them as it is. ... The extra fees are taking groceries out of my refrigerator, and there's not a lot in there to begin with." Councilman Gary Conroy, along with Councilwoman Megan O'Keefe, said they couldn't support the proposed fee hikes in the utility bills, and Conroy asked City Manager **Glenn Irby** what items could be removed from the budget to alleviate some of the increases or level them off.

But Monday's meeting was the second-to-last in a series of budget discussions that began months ago. "We had three workshops," said Mayor Mike Thomas. "You're waiting until the 11th hour

and you're putting staff on, just ... I don't know how they're feeling right now." "I know how the finance director is feeling," **Irby** interjected. "Queasy." **Irby** suggested that while it was possible to drop all the rate increases to zero, it was too late to change that much without throwing the entire budget into turmoil. "Governmental accounting is a different animal," said **Irby**. "Any time that you take from here, you've got about four other spots that you've got to go to fix ... (the finance director is) at the 12th hour by the state of Florida's laws."

In the end, the majority of leaders, Councilwoman Kim Klein-Yaney, Power and Thomas, voted 3-2 to keep the remaining utility fee structure as planned and work on going out to bid for a waste disposal firm. Later in the meeting, city leaders also set a tentative property tax rate at $6.70 per $1,000 of property value. That's the same as the current tax rate — and a steep drop compared to the $6.96 proposed rate voted on back in July — but it remains an increase under state law because it is higher than the city's rolled-back rate of $6.16, which would produce the same revenue as the current rate, using new assessments of the same properties. That means the owner of a $150,000 home with a $50,000 homestead exemption would pay $670 instead of $616 at the current rate, representing an 8.6 percent property tax increase. The budget increases will go toward raises for city employees, several additional positions and the design of a future public works complex, among other items.

Finance Director Bridgette King said in an email that several items on July's wish list, like the public works building design cost, were saved despite the drop in the tax rate because the city dipped into the $900,000-plus City Hall fund, once set aside for a new city hall building that was not used for that purpose. The council can vote to lower — but not increase — the rate before a final vote Sept. 23.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The (FL)
July 7, 2019

Edgewater hires new city manager - Irby to be paid $171K total annual package
Author/Byline: Casmira Harrison

Elected leaders unanimously promoted interim City Manager **Glenn Irby** to the full-time, permanent post this week, and settled on an overall compensation package that pays him more than 171,000 annually. Late Monday evening, City Council voted to approve a contract that provides **Irby** with a $135,000 base salary to start, plus a month of paid personal time off and other benefits.

While the vote to approve the new manager's employment agreement eventually proved unanimous, discussion beforehand centered around whether the total benefits were appropriate for the position. "I think it's a good contract for both of us," said Councilman Gary Conroy. "I think it's appropriate, within the realms of pay and benefits, and I think we're lucky to have him."

But while Mayor Mike Thomas assured **Irby** he thought he was doing a good job, the mayor originally questioned whether the pay package was higher than it should be, saying he wanted to be careful with the city's funds. "I think, for our little city, I think that's too high," said Thomas, after verbally adding up the benefits.

After some discussion and City Attorney Aaron Wolfe assuring the mayor that the salary and benefits **Irby** requested were "consistent with cities of similar size," Thomas seemed convinced and voted with the pack.

Irby has held the temporary Edgewater job since Feb. 19, when he took over for then-interim manager Brenda Dewees. He has spent decades at the helms of several municipalities across Florida, including most recently, the city of Apopka.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The (FL)
June 5, 2019

Edgewater leaders split on manager search - All like interim Irby, but differ on whether to give him the job permanently right now
Casmira Harrison

In a split 3-2 vote, elected officials decided to offer interim City Manager **Glenn Irby** the job permanently. The vote late Monday to begin contract negotiations with **Irby** was based in part on what leaders feared they could lose, rather than what they suspected they could gain by doing a nationwide search for a permanent chief executive. But some residents accused the council of breaking a promise to conduct a nationwide search. “Mr. **Irby** was on the short list of temporary or interim city managers, not on a list of permanent candidates for city manager,” said Bob Andrejkovics, a resident who was among 16 people left in the audience by the end of the meeting. “I just request that you honor that agreement that you said to the citizens of Edgewater, that you’re going to have an advisory committee, that the citizens have input.”

Mayor Mike Thomas reminded Andrejkovics that leaders only agreed to a search and advisory board “if needed" and a draft resolution stating so had been in limbo until the District 2 seat was filled, so it never passed. “The citizens elected me to this position and I think I can handle that,” Thomas said.

Councilwoman Megan O’Keefe said she wanted to hire **Irby** now, because her biggest concern was if the city began a new search, they might lose a good find in **Irby**. “We lost a lot of people, too (in the earlier search). People went to other places,” O’Keefe said. “So my concern is, if we start looking for other people, we’re going to lose him to somebody else and maybe not get somebody as great.” Mayor Mike Thomas agreed. “Right now I feel like we’re spinning our wheels in Alabama mud and I would like to get some of these projects done,” Thomas said. “I want to get that boat ramp done. I want to get Gateway park done and I think it would help to have a permanent city manager.”

Irby has said he was very interested in leading the city long-term. He has held the temporary job since Feb. 19, when he took over for then-interim manager Brenda Dewees. Dewees, the city's environmental services director, had been thrust into the high-profile temp position after elected leaders suddenly ousted former city manager Tracey Barlow in October. But Dewees didn’t want the job, so city leaders held an emergency search and plucked **Irby** from a handful of candidates. **Irby** earns $125,000 annually plus health benefits as the interim manager. Barlow earned a little over $147,000 annually. **Irby** has spent decades leading several municipalities across Florida, including most recently, the city of Apopka. O'Keefe began to make a motion to hire **Irby**, but City Attorney Aaron Wolfe stopped her before she could finish, saying he thought leaders should allow time for citizen and other council member comments.

At least five citizens spoke in favor of conducting a search and one felt leaders should make the decision without an advisory board. But those who voted against extending a contract to **Irby** —

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Councilwoman Christine Power and newly elected Councilwoman Kim Klein-Yaney — felt that despite their strong approval of **Irby**'s performance thus far, a new search was warranted. Power said she wanted to bring former city manager Ken Parker back in to ask him whether there might be a large difference in conducting an interim search versus a search for a permanent manager. Parker had helped the city conduct the interim search.

Klein-Yaney said **Irby** was "highly, highly qualified" and she liked him but agreed with Power about completing the process. "I ran on transparency, and I honestly believe that we owe it to our community to advertise and vet out the possibility," said Klein-Yaney. "I don't think Mr. **Irby** has any problems putting his credentials up against anyone else's." In the end, most leaders wanted to get on with city business and plan to let **Irby** get comfortable at the helm. City Clerk Robin Matusick said Tuesday negotiations may take a while, but as of now, she expects to see a draft contract on the agenda for the next City Council meeting July 1.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daytona Beach News-Journal, The: Web Edition Articles (FL)
February 5, 2019

Edgewater to extend temporary city manager offer to Glenn Irby
Author/Byline: Casmira Harrison

Edgewater leaders decided to offer former Apopka chief executive **Glenn Irby** the interim city manager's job Monday night.

Irby, who has led the municipalities of Bunnell, Umatilla and Mascotte during his career, was city administrator for Apopka from 2015 to April 2018.

The city began interviewing three finalists for the job last week, interviewing **Irby** Monday before the meeting. Later that night, saying they were impressed by **Irby**'s resume and interview, the leaders in attendance — Councilman Gary Conroy, Mayor Mike Thomas and Councilwoman Christine Power — directed the city attorney to start contract negotiations with **Irby**.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
April 13, 2018

New Apopka mayor Bryan Nelson boots city administrator, taps Seminole official
Author: Stephen Hudak

Apopka Mayor-elect Bryan Nelson has begun shaping his executive team, informing city administrator **Glenn Irby** that he will be replaced by Edward Bass, who served as the city's finance director under the late mayor John Land. **Irby**, formerly city manager for Umatilla in Lake County, was hired as Apopka city administrator in January 2015 to replace Richard Anderson, who left the chief administrative post to serve as a highly paid consultant and lobbyist for the city. Anderson was later fired after his personal vehicle was involved in a near fatal hit-and-run accident in Lake County and he was charged as the alleged driver. Nelson, set to be sworn in as mayor April 24, said **Irby** "will be staying on for 90 days to help with the transition" between Nelson's team and outgoing Mayor Joe Kilsheimer's administration.

Irby drew a salary of $139,125, one of eight department heads who were paid at least $100,000 to work for Orange County's second-largest city. He didn't immediately respond to a message seeking comment. He served as Umatilla's city manager for eight years. Before that, he served in several posts in Lake: two years as Mascotte city manager; 13 years with Tavares as assistant city administrator and finance director; and two years as mayor of Minneola.

Nelson didn't criticize **Irby**, but said he preferred to assemble his own team to run Apopka during his first term as mayor. He also said **Irby** could leave his post sooner "with my blessing" if he finds another job. Bass left the city when Kilsheimer was elected in 2014 and since Nov. 10, 2014, has worked for Seminole County. Nelson said Bass still lives in Apopka.

In Seminole, Bass was the resource management director and was paid $139,660 a year. Nelson, a former state legislator and current Orange County commissioner, won the mayor's post in a landslide March 13, defeating Kilsheimer. The outgoing mayor, a former Orlando Sentinel reporter, plans to return to a communications company he created after he left the newspaper.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
November 30, 2017

Deals between cities and warranty companies raise questions
Stephen Hudak

Mount Dora resident and former mayor Melissa DeMarco fetched her mail, opened an envelope stamped with the city logo and began to seethe. "This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water and well service line," the enclosed message read. "The City of Mount Dora has selected Service Line Warranties of America to help eligible homeowners have the best possible service in the case of such an emergency."

The company bought the use of the city's name, logo and implied endorsement for a 50-cent monthly cut of every warranty it sells. Mount Dora is among more than 450 cities across the U.S. — including four others in Central Florida — that have made similar deals with the warranty company. Some critics say the marketing arrangements are improper and may cause some utility subscribers to believe they must buy a warranty. "It's more than weird," said DeMarco, who served as mayor from 2008 to 2012. "Frankly, I think it's infuriating and it's exploitative, and that's upsetting."

The marketing appeal from the Pennsylvania-based company claims it can offer homeowners "peace of mind" from water line breaks for as little as $5.33 a month. It says the arrangements are intended to educate homeowners and provide an affordable solution to help residents avoid the often-high cost of repairs to private service lines connecting homes to municipal utilities. "This program is voluntary for residents and provided at no cost to the city and no public funds are used to promote or administer the program," said Myles Meehan, spokesman for HomeServe, Service Line Warranties of America's parent company.

The agreement with the company was approved unanimously in May. Letters started hitting mailboxes this week and prompting calls to City Hall questioning whether it was a scam, council members Cal Rolfson and John Tucker said. The city posted an explanation on its website. "City staff has determined the program will enhance the public good," it read. "SLWA's service line warranty program provides an affordable home protection solution for city residents and utility system consumers to pay for unanticipated repairs to water and sewer service lines should they rupture or crack." Tucker said the warranty seemed like a reasonably priced option. He said he hadn't realized the company would use the Mount Dora logo or language implying the city was endorsing the company's warranty plans. "I have concerns now," Tucker said.

The company offered a water line warranty for $5.75 a month; a sewer line warranty for $7.75 a month; and an in-home plumbing warranty for $9.99 a month. Apopka, which had signed a similar agreement in December 2015, backed out of the deal in October. The city sent the company a certified letter informing the Pennsylvania firm that the year-to-year accord would not be renewed. "I got a lot of negative feedback from Apopka residents about it," Mayor Joe

Kilsheimer said of the marketing appeal, which used the city's logo and his signature. "We entered into this thinking that it was something fairly benign that allowed people to insure themselves," he said. "However a lot of Apopka residents didn't like to be solicited because they were our water customers." Kilsheimer said he was unaware the company would use his name.

Apopka has reaped $3,448.04 so far from its royalties arrangement with the company and expects to receive another $3,568 in January, City Administrator **Glenn Irby** said. The company has sold about 1,000 warranties to Apopka residents. Apopka is the latest U.S. city to have second thoughts about allowing its name and government seal to be used in the company's marketing campaign.

Critics also have questioned arrangements in Dallas and Santa Fe, N.M. Winter Garden City Manager Mike Bollhoefer said Utility Service Partners pitched a similar plan to him several years ago, but he rejected it. "We felt that attaching our name to a company we had no control over would not have been good government," Bollhoefer said. "I don't think government should get involved in private business decisions or give the impression that it is endorsing one company's products over another's."

HomeServe also has agreements with Eatonville, Longwood and Sanford. Meehan said the agreements serve "to let residents know the offering is legitimate, it is for the residents' benefit and has the approval of city."

The Orlando Utilities Commission, which serves 250,000 customers, includes warranty information on its website but isn't compensated for that, spokesman Tim Trudell said.

According to the web page, "normal wear and tear, such as leaky pipes, invasive tree roots and aging electric lines, can cause thousands of dollars in damage — and homeowners insurance often doesn't cover these expenses."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
July 11, 2017

Proposed Apopka budget $121 million; no change in tax rate

The Apopka City Council held the first of six budget meetings yesterday and began the process of crafting a proposal into a financial plan for the City of Apopka. The Council learned that the fiscal 2018 budget has increased 16%, but the proposed millage rate will remain the same as 2017. Apopka Finance Director Pam Barclay, City Administrator **Glenn Irby** and Mayor Joe Kilsheimer all described it as an austere, bare-bones, no-frills, budget. "What was proposed in the General Fund was $60-million, and we trimmed that down (to approximately $44.5 million), Barclay said. "We presented a balanced budget meaning the revenues match the expenditures."

Kilsheimer described it as the best that could be done without increasing revenues or utilizing the general funds. "Everything that is being requested by department heads is needed," he said. "However, if we are not going to raise taxes, and we're not going into reserves, there's just no money for some of the things our department heads have asked for. This is an austere budget." **Irby** found the process in many ways unprecedented and warned that budget cuts could not continue forever. "I've been putting budgets together like this for over 20 years, and usually there is fat… and you learn over the years where departments tend to store it and you go and extract it," he said. "We found that this year. It's no different. But what I noticed this year that I've never seen before is these budgets weren't really extravagant. We have things that are wearing out. We have police cars with over 100,000 miles on them. Pursuit vehicles of that type are dangerous. They need to be retired. This is the first time in my career that I had to face the directors and tell them 'I can't give you any of this'. And I do understand why and that's what I told them. We have marching orders from last year. And just to get a half-mil rate increase was difficult. So what you have is a no-frills, bare bones budget. There is no padding – none. And I've said this to Council before – this is not sustainable. Something has to give. And what that is I don't know."

The proposed FY 2018 budget is $121,050,345 for all funds, which is an increase of $16,966,829 or 16% over the 2017 budget. However, the proposed General Fund Budget would decrease approximately $4.7 million ($44,506,298) or 9.7% compared to last year's budget. No reserves and no additional bank notes were used to balance this year's General Fund budget. In order to do so, all requests for capital expenditures, with the exception of costs to complete Fire Station No. 5, and all requests for additional employees were eliminated.

Budget Highlights
Significant factors included in the proposed budget include:
λ Prior Year's Millage rate of $3.7876 per $1,000 of assessed value; no change from the previous year.
λ Tax base increased by $295+ million, which provided an additional $1,061,939 in ad valorem tax revenue.
λ No reserves were used to balance the General Fund budget.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

λ No bank notes were used to balance the General Fund budget.
λ No Capital costs were included in the General Fund budget, with the exception of the final cost of construction of the new Fire Station #5 ($742,830) (almost $14 million was requested).
λ No additional employees were included in the General Fund Budget (51 positions were requested).
λ Additional Division (Utility Plant Maintenance) was created in the Public Utility Enterprise Fund.
λ 20 new positions added to the Water and Wastewater Utility Fund workforce.
λ Health Insurance Costs increased 3.0%.
λ Property and Casualty insurance increased 5%.

Barclay and **Irby** ended their signed letter to the City Council (within the 763-page budget proposal document) with this conclusion: "Last year we discussed the need to remain focused in order to achieve future success. We focused on what we could afford to do to maintain our quality of life during the most troubling economic situation in decades. During the year we invested time and resources into expanding our economic development efforts, planning for the future and keeping our community safe. Although economic indicators continue to point toward recovery, history shows it could be a slow recovery. This year we should continue to focus on economic development, sustainability and keeping our community safe as these proactive measures will position us to recover faster and ensure our future success.

We believe this budget is a prudent and responsible financial plan that funds the top priorities of the City Council and provides funding to maintain our services and infrastructure. We hope you find this information useful in developing an understanding of the financial plan of the City of Apopka. As we strive to better serve our residents, we look forward to working with the City Council and the public to continue to build a strong financial base and to continue to make Apopka one of the finest communities in which to live, work and play." The City Council meets again tomorrow from 3-6 PM in its second workshop at Apopka City Hall.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
April 7, 2017

Former Apopka employee files federal whistleblower lawsuit

Glen Brooks, a former manager at Apopka's wastewater treatment facility, has filed a federal whistleblower lawsuit against the City of Apopka. Brooks alleges he was dismissed for raising concerns about potentially dangerous conditions at the plant, according to the lawsuit. The lawsuit alleges that Apopka Mayor Joe Kilsheimer, City Administrator **Glenn Irby**, Public Services Director Jay Davoll and Assistant Public Services Director Kevin Burgess; "knowingly conspired to cover up and violate the law as to the illegal conduct and unsafe conditions and violations of State permits of the Defendant's water treatment plant and as to the grounds for the termination of the Plaintiff".

Brooks worked for the City of Apopka from 2002 until 2016. He began as a maintenance worker, and was promoted into management before his termination. He received above average performance reviews during his tenure, according to the lawsuit. In June of 2016 Brooks stated that he repeatedly warned of illegal contamination and permit violations at the wastewater treatment plant, "that posed physical and psychological damage to employees working at the plant and posed a threat to the health and safety of the public." The plant, which is over 40 years old, was sent a letter from the Florida Department of Environmental Protection detailing 14 violations FDEP discovered during a two-day inspection that ended on December 1st of 2016. The violations were judged by the FDEP to be "minor but significant" but did not find them to be a threat to the plant employee's health or to public health or safety.

According to Brooks (as stated in the lawsuit), he received no support from his supervisors and filed a whistleblower report with the City of Apopka, the FDEP and the Florida Department of Law Enforcement. The complaint also alleges that Brooks was wrongfully terminated by the City in September 2016 for falsely accusing him of lying. The lawsuit says that Brooks was never told what he was allegedly untruthful about.

The lawsuit seeks back pay for Brooks, unspecified damages, and attorney fees. It also seeks damages for defamation for the city's claims that Brooks had lied. According to Apopka Public Information Officer Robert Sargent, the City does not comment on active or pending litigation. Frank Kruppenbacher, an attorney with Morgan & Morgan, is representing Brooks. Kruppenbacher was the Apopka City Attorney for 30 years but resigned shortly after Kilsheimer became mayor. He had no comment on the lawsuit.

[CB&A Note: We asked Mr. **Irby** about the above article and this is his response:]

Executive Summary by Mr. Irby
I have re-read the article and have outlined in detail below what really happened. The bottom line is Mr. Glen Brooks was fired for making false statements and was untruthful to upper management and an elected official – not because he was a whistleblower as he alleged.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

The Article

An internet background check revealed a newspaper article about the City of Apopka being sued in Federal Court for termination of a 'whistleblower'. The article states the lawsuit alleges the Mayor and myself along with the Public Services Director and his assistant conspired to cover up and violate the law as to the illegal conduct and unsafe condition and violation of State permits of the City's wastewater treatment plant. This is written to counter this past employee's claim.

The Actual Events and Background

On Friday, June 24, 2016 the Chief Wastewater Plant Operator (Brooks) spoke with the Assistant Public Services Director advising he had been summoned to a restaurant in an adjacent city by an "attorney" with FDEP. This "attorney" wanted to speak with him about the unsafe and illegal operations of the City's wastewater plant. Brooks claimed to have met with the "attorney" and provided verbal information he used to write a statement that Brooks signed.

On Monday, June 27, 2016 the Mayor received a facsimile from "attorney" Frank Kruppenbacher. The content of the fax was the statement Glen Brooks had given to the supposed FDEP "attorney". Kruppenbacher is a private "attorney", not an "attorney" for FDEP. The Mayor and I took the fax to Public Services to discuss it and its contents with the Public Services Director and his assistant. It was then we were informed Brooks had told the Assistant Public Services Director about the restaurant encounter. We asked for Brooks to be called to the conference room. When he arrived and saw the Mayor and me it was visibly apparent he was most uncomfortable with the situation.

During this meeting Brooks was shown the written statement. He confirmed he signed it but did not write it. The Mayor asked why he gave the statement and why he signed it. Brooks advised he was afraid and nervous and fearful of losing this license. During this conversation Brooks was asked who the person was he gave the statement to. He continued to state he did not know him. He was shown a picture of Kruppenbacher from a website and instantly recognized him; however, he then claimed he did not know him. Both the Mayor and I told Brooks several times his job was safe if he were telling the truth.

After this meeting I spoke with the City's Police Chief and asked if there are/were laws about impersonating a state employee, like an FDLE "attorney". In turn, he contacted an acquaintance with FDLE and was told such a law did not exist; however, because FDEP was concerned about the entire situation, they agreed to ask some limited questions of Brooks.

An Inspector with FDLE met with Brooks and showed him a copy of the statement written by Kruppenbacher. Brooks confirmed it was the same document he had reviewed and signed during a meeting with Frank Kruppenbacher. Brooks told the Inspector he was given Kruppenbacher's name and phone number by a friend who advised him Kruppenbacher was an "attorney" and he could reach out to him for guidance. Brooks further told the Inspector he met with Kruppenbacher to get protection from retaliation for speaking to FDEP in the past about wastewater plant issues.

Brooks continued to tell the Investigator that at no time did Kruppenbacher portray himself as an agent of FDEP. Brooks told the Inspector he had called the FDEP concerning issues that the wastewater treatment plant was dealing with regarding an industrial user.

During 2016, the Apopka wastewater plant experienced multiple upsets finally traced to a heavy industrial user. Multiple tests were conducted and an outside firm did a complete inspection of the entire plant. While violations of FDEP rules were found, they were all considered to be minor and not dangerous to humans. FDEP requires violations of rule be reported within 24 hours of occurrence. There were times during 2015 and 2016 that operators (including Brooks) did not report within 24 hours, but again, these violations were considered of a minor nature. The City was fined and written policies and procedures have been enacted to keep this from occurring in the future.

Glenn Brooks was terminated after many conversations with the City's labor attorney for multiple infractions of the City's Personnel Policies, not because he spoke with FDEP or even Kruppenbacher. Glenn Brooks admitted to the FDLE Inspector he knew who Frank Kruppenbacher was when he assisted in crafting the statement about the wastewater plant yet he told us he did not know him and believed him to be an attorney for FDEP. Brooks made false statements and was untruthful during interviews with his superiors to include myself and the Mayor. Brooks was not fired for malicious reasons related to anything he reported to FDEP or Frank Kruppenbacher.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
March 2, 2017

Olympic –sized swimming facility goes to the back burner

It was only a month ago that the City Council and Michael Cooper, owner of the Cooper Sportsplex, took the initial steps toward bringing an Olympic-sized swimming facility to Apopka in what would have been an unprecedented public-private partnership. Unfortunately, after only one discussion between Cooper and Apopka Recreation Director David Burgoon, the idea to bring a swimming pool to Apopka is off the table. "We met with Mr. Cooper this week about a partnership," said Burgoon. We had a nice discussion and decided doing a private-public partnership just wasn't feasible at this time with everything that's going on at Mr. Cooper's facility. He is busy basically from 5PM-10PM during the week, and he's got things going on in there on the weekends from now until summer at least until July. So it's not a good time to try to do a partnership because he has a lot of business at the complex and not a lot of openings for us to come in and run a program."

Okay, well nice try every one. A little bit of a tease, but no harm no foul Mr. Cooper, City Staff, and City Council. You'll get 'em next time. But wait… Like a made-for-television movie, or perhaps a more modern comparison would be a Netflix Original Production, the plot takes a significant turn. Listen to how Burgoon ends his presentation to the City Council… "But if we wanted to entertain the idea of possibly purchasing the complex, that would be something Mr. Cooper would be willing to take a look at if Council is willing."

There was a somewhat surprised discussion among the Council before City Administrator **Glenn Irby** jumped in to lay out a realistic approach to a would-be City purchase of a multi-million dollar facility. "There's actually a route that you have to take to get to that point (of purchase)," he said. "First it would have to be appraised. Or he (Cooper) could also have it appraised and the two appraisers would get together on a price somewhere in the middle. You (Council) would have to accept one or both of those. The next step would be to take it to referendum (which is a general vote by the electorate on a single political question that has been referred to them for a direct decision) because this would be General Fund Debt and likely a bond would be needed because we are talking about upwards of $10-million. And to do that with General Funds when you are paying for it with property taxes, you would have to take it to a referendum."

Irby went on to explain that a referendum would illustrate whether the public wishes to tax itself to pay the debt service on the bond. If a majority of voters approve the referendum, it passes. As it turns out, Cooper already has the Sportsplex up for sale. "It's listed at $6.2 million, but it's probably going to appraise at over $10-million," he said. "It's a good investment. Cooper's concern was that people would wonder why he would sell the Sportsplex if the facility is as busy and successful as he described, but he simply wants to get back to his primary business. "We're a construction company. We're not managers of sports complexes. We're out there busting our chops, but we're not really designed to do that – we're a construction company. We have a lot of offers to build sports complexes like this one. It's been a good ride, but I think it's time for us to

get back to what we do, but it would be a tremendous opportunity for the City." There is no telling where this discussion might lead. It doesn't seem as if it's anywhere near the City's radar, given its current City Center, Fire Station and Wastewater Treatment Plant projects on the horizon. But give the City Council, City Staff, Commissioner Billie Dean and Cooper a little credit for entertaining a forward-thinking idea and running with it to its logical conclusion.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
March 2, 2017

Anuvia at least one week away from resuming operations with wastewater plant

Apopka City Administrator **Glenn Irby** disclosed additional details from Wednesday's meeting between City of Apopka officials and Anuvia Plant Nutrient executives that do not paint an optimistic picture for the Zellwood-based fertilizer company to get back online with the wastewater treatment facility anytime soon. After receiving a Cease Discharge Order from the City on Monday, Anuvia has been shut down and seeking options. But at the conclusion of the discussion, they remained offline and had no clear timetable for a restart. "Today's meeting was an encouraging step towards restarting service with the city of Apopka," said Anuvia Chief Executive Officer Amy Yoder on Wednesday. "While a firm resolution has not been developed, many ideas were exchanged between the city, Anuvia and the Department of Environmental Protection. We look forward to working through these ideas to come to a resolution as quickly as possible, and we are exploring every solution available to Anuvia."

Irby concurred with Yoder's assessment of the meeting, but also said that it would take time before Anuvia will be allowed to send waste to the plant. "Staff explained to those present (at the meeting) that Anuvia must reduce the chemical loading to the plant to equal the new numbers presented in the proposed new agreement between them and the City," **Irby** stated. "We explained that we could not accept waste from Anuvia until the City's plant returns to normal operations, which could be 10 or more calendar days (from Wednesday). Anuvia offered a variety of proposals to come back online. It is to-be-determined on whether or not we can come to an agreement on how and when Anuvia can resume sending waste to the City." However, 10 or more days may be longer than Anuvia is willing to wait. "We are exploring every option to restart as quickly as possible," Yoder said. "Including multiple options outside of Apopka." Also undetermined is the new permit Anuvia will have to agree to if they are to continue once the wastewater treatment plant is stable enough to accept their waste again. However, it seems as though both sides are far apart in negotiations on that as well. "Staff's position was that the elements of the proposed agreement are our minimum requirements," said **Irby**.

On Monday, Yoder seemed to say the new proposed permit requirements were too stringent for Anuvia to reach. "The parameters the city proposed are impossible to meet quickly," she said. "They are significantly lower than what was suggested in the Woodard & Curran report, and I believe we will need to adjust those levels if we are to continue doing business with the City of Apopka." However in her statement today (after the Wednesday meeting) it sounds as though the two sides are at least a little closer to a resolve. "There are multiple steps we believe will lower the levels, but we must run to test any proposed steps before knowing for sure," she said.

Irby also disclosed what happened at the plant over the weekend to cause the City to send the Cease Discharge Order to Anuvia. "The plant went into an upset condition over the weekend. It is not possible to say specifically what caused the disruption. Based on testing we've done and on the report of our outside consultant, it is our firm belief that elements of Anuvia's waste

stream arrived at the plant in such quantities that the plant is unable to process it." He also acknowledged that Anuvia never broke its original permit parameters. "The elements of Anuvia's waste stream believed to be at the heart of the disruptions were not required to be measured in the original permit, nor were they required to be measured by the FDEP (Florida Department of Environmental Protection)."

And while **Irby** and the City sympathize with Anuvia's work stoppage, keeping the wastewater facility safe and stable is their priority. "We value Anuvia, and we understand the disruption this has caused to their business," he said. "At the same time, the City has an obligation to operate its wastewater facility to protect the environment, the public health and the safety of our employees. Both the City and Anuvia must be mutually assured that Anuvia's operation does not disrupt the City's wastewater facility. We are open to discussing any and all realistic solutions." But those discussions will have to wait. According to Yoder, future talks will happen, but a schedule will not be set until the wastewater treatment plant's system is stabilized.
Apopka Voice.com
March 2, 2017

Anuvia pushes back on paying for cleanup of WWTP
The City Council voted 5-0 at its Wednesday meeting to award Shelley's Environmental Systems a contract to remove the excess biosolids and sludge from the Wastewater Treatment Facility. The job will take approximately 12 weeks and cost the City $63,400 according to the City Council agenda packet. But during the Council's discussion period, a familiar name came up about who is at fault for this WWTP issue and who should pay – Anuvia Plant Nutrients in Zellwood. "Other than repairs we need to make on our water plant, will this get us out of the danger zone as far as what we've dealt with on this recent issue? Commissioner Doug Bankson asked. "It's a step," said Assistant Public Services Director Kevin Burgess. "We did a 14-day composite sampling in January on Anuvia, and we came to the realization that they were severely organically overloading our plant. We can't get it out of here fast enough. We've been in meetings and discussions this week and last. Their new permit is drafted. There are conditions put on them that are going to be enforceable. We'll get this problem under control, and we'll get control of our wastewater treatment plant back."

Anuvia Plant Nutrients opened its fertilizer production facility on Jones Road in Zellwood last summer. The state-of-the-art $98 million plant has the capacity to produce greater than 200 tons of product daily, but has also been pointed to as the primary cause of the problems the Wastewater Treatment Facility is experiencing. "If that's what created the issue, are we asking them to shoulder some of the expense?" Bankson asked. "We will be going back to them for recourse," Burgess said. "To get some money back yes. There is a condition in their existing permit where we can go back and recoup dollars."

Mayor Joe Kilsheimer brought a different perspective to the discussion and a brief history of Anuvia and the City of Apopka. "There is other information that has never come to light, and that is Anuvia has already paid the City of Apopka $1.5 million in impact fees. That occurred when the city issued their permit. The City of Apopka signed Anuvia up as a customer in March

of 2014… which again is before I was elected. We cemented our relationship in October of 2014 with this payment of $1.5 million, and then we issued the permit sometime in 2015. But Bankson didn't see this as a payment for the issues the plant is facing. "What they paid was what they would have paid for impact anyway. It wasn't a punitive charge, was it?" "No," said Kilsheimer. "But what they paid was none-the-less an impact fee." "This is something beyond what they paid to impact our system," Bankson said. "So they should be held liable to help deal with this." Kilsheimer asked City Administrator **Glenn Irby** to weigh-in. "The composite sampling for 14 days that was done by the City (at a cost of $18,700), they (Anuvia) should definitely pay for that in my opinion," **Irby** said. "Some of the things we'll be demanding in the new permit is that they (Anuvia) buy their own composite sampler, and it will be online for 365 days, and they will provide us with 365 days of composite sampling."

Irby believes Anuvia contributed to the issues the plant is dealing with, but not all of them. "As far as taking the sludge out of the tanks, it may be difficult to pinpoint how much they (Anuvia) contributed to the tanks. This didn't happen overnight. This has been building over time. It could have been months to years. It can't be pinpointed. So to say it's all Anuvia's fault, I don't think you can do that. They have done some things they should not have done. The fine structure is not as good as it will be next year. And we do not anticipate this happening again. And if it does it's going to cost them."

Commissioner Billie Dean called for a cancellation of the Anuvia contract, but **Irby** explained it may not be in the best interest of the City to do that. "If we can get them to comply (in the new contract), there is good in it for the City," **Irby** said. "We make quite a bit of money from the processing of their waste. It's a good thing for the city revenue-wise."

The contract with Anuvia expires on Monday, March 6th. Burgess said the next contract with Anuvia would be only one year instead of the standard five-year contract. Anuvia CEO Amy Yoder also referenced the hefty impact fee as payment for any issues the City of Apopka is facing. "The city and Anuvia signed a contract, which included a $1.5 million payment from Anuvia for any impacts to the city," said Yoder by email. "We are in full compliance of this contract and, while we appreciate the efforts the city is making and desire to be a great partner, we believe the $1.5 million we have paid is what should be used. In addition, the Woodward & Curran report clearly stated there are many reasons for the issues at the wastewater plant, with the majority being internal, having nothing to do with the water coming from Anuvia."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Glenn Irby** is listed below.]

Apopka Voice.com
November 18, 2016

Alfonzo Williams Park getting a new community center

Alonzo Williams Park is getting a new community center building, thanks to a newly awarded $750,000 federal grant presented through the Florida Department of Economic Opportunity. "Thank you Team Apopka! More than a dozen dedicated staff members who work for the City of Apopka collaborated to pursue this grant opportunity, and I am grateful for their hard work," Mayor Joe Kilsheimer said. "Alonzo Williams Park has the potential to serve many purposes for Apopka residents, from organized after-school programs to pick-up games of soccer and basketball. The new community center will enrich everyone's experience and serve its surrounding neighborhoods for many years to come."

"I would like to congratulate the City of Apopka for not giving up," said Bradford. " (City Administrator) **Glenn Irby** and his staff are to be commended. This is really going to be a major plus for South Apopka. Hopefully citywide events can be held at this location after the new community center is completed." Apopka businessman Rod Love believes it is a great first step, but it will take the people of Apopka to tap its full potential.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
June 26, 2016

Romantic visions, development dreams collide at Apopka's Highland Manor
By Bethany Rodgers

As the story goes, a lovers' quarrel once erupted into gunfire on the landing between the first and second floors of Apopka's Highland Manor. At least, so Steve Gunter has heard. The details of the fight that played out in the historic city-owned Victorian mansion at U.S. Highway 441 and State Road 436 have long since faded. But over the years the turreted mansion has certainly accumulated its share of romantic secrets in its varied uses as a restaurant and wedding venue. It's the perfect place to tie the knot, he said. "It's a bride's dream," said Gunter, founder of Dubsdread Catering. "People want a place that's interesting." Under his watch, the number of weddings has more than tripled, from 27 in 2012 to 91 in 2015, according to a spokeswoman for Gunter's company. However, looming over this success is a massive development project that promises to reshape the venerable home and the city whose history it represents.

While the manor now sits next to Martin's Pond amid clusters of trees, city leaders have visions of transforming the tranquil spot into a city center crammed with shoppers, diners and dog-walkers. As a wedding venue it doesn't generate much in the way of jobs and commerce, Mayor Joe Kilsheimer said. The city bought the property in 2006. "A more intensive use of that very high-profile and very pretty piece of ground is going to benefit the residents of Apopka," Kilsheimer said.

Plans for a city center have been under negotiation for months between Apopka officials and Taurus Southern Investments, the potential developers. One lingering question is what to do with Highland Manor, said Jeff McFadden, managing director at Taurus. As is, the manor grounds eat up too much of the future city center site, McFadden said. Destroying the home is out of the question to city leaders, City Administrator **Glenn Irby** said. But it could be relocated to another part of the city or moved a short distance to remain within the shopping and recreation complex, McFadden said. "I think it could fit into the character of the project," he said.

The home framed in cypress and hard pine in the early 20th century has already been picked up and moved once in its lifetime. Former City Commissioner Bill Arrowsmith remembers the home getting cut into sections in the 1980s and hauled late at night through Apopka's streets "like a parade," residents camped out in chairs along the route. In its second location near the confluence of U.S. 441 and State Road 436, several efforts have been made to transform it into a long-lasting restaurant. After Townsend's Plantation closed in 1997, it sat dormant for years. Since the city purchased it, an eccentric surf-and-turf establishment called The Captain and the Cowboy and later Arrowsmith's restaurant (not named after the city commissioner) folded after struggling to fill dining tables.

In 2011, the second of two restaurant-catering businesses evicted by the city left behind $300,000 in back rent and dozens of weddings on the calendar. With no one to run the remonies,

the city considered canceling them and returning tens of thousands of dollars in deposits to disappointed lovebirds, Arrowsmith said. Amid the turmoil, Gunter stepped in as interim caterer so the booked weddings could happen as planned. The manor's awkward entrance onto U.S. 441 made him unwilling to run a restaurant from the building, although transportation improvements for the town center could change the game, he said.

But the manor could provide the city center project with the flavor developers are hoping to capture. "If I was going to build a town center, I would want something with atmosphere," Gunter said. "To me, you've got a perfectly good start here." In the meantime, prospective brides and grooms are flocking to the rambling venue. Since Gunter took over, past deficits have turned into a small profit for Apopka, which pockets about $15,000 each month in rental fees. The city pays $3,000 to $5,000 a month for utilities and takes care of major maintenance. **Irby** said the operation is now running in the black.

Ashley Santiago-Lyle is one of the brides who has exchanged vows beneath the ancient oak that spreads its branches a few steps away from the home's wraparound porch. At the manor, she was able to plan a refined ceremony followed by a beer-themed reception with hop plants decorating the tables, kegs of craft brew and dancing into the night. "At Highland, you can keep it classy and upscale at the ceremony part, but when you're ready to have fun and let loose, you can let your personality show," the Orlando resident said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
May 6, 2016

City Center deal misses another deadline

The City Commission voted 5-0 to give Taurus Southern Investments another 30-day extension to negotiate a developer's agreement. This extends the due date until June 2nd. And while the vote was unanimous it was not without hard questions and several revelations about the likelihood this deal will close.

After a brief explanation and recommendation by City Administrator **Glenn Irby** that Council approve the extension, Mayor Joe Kilsheimer asked for a motion, but City Commissioner Diane Velazquez asked **Irby** why they needed so many extensions. "John Keating is their (Taurus') attorney and I've known John from another life," said **Irby**. "He told Taurus that he knew 60 days was not enough time to negotiate, and we're not sure this additional 30 days is going to do it either. Taurus wants to believe it will. So you may be asked again for another extension. Hopefully not."

Commissioner Kyle Becker then grilled **Irby** on the merits of continuous extensions. "What's the reality that they're going to have something in play in 30 days? Can we condition this thing to say you get it to us in 30 days or this thing isn't going to happen? Why are we going to continue doing extensions? What's the purpose of it?" "To allow more time to negotiate," **Irby** said. "Well let's get a realistic time frame," said Becker. "I don't want to belabor the point, but it makes no sense to me to keep on allowing them to miss a deadline."

"I don't think the deadlines are something we've missed," said Kilsheimer. "What we have run into is the level of detail. For example the size of Martin's Pond and the size of how much land can be developed around Martin's Pond. If you look at the high-water mark for Martin's Pond, it eliminates four acres. So four acres that everyone thought would be developed is no longer developable. That changes the whole scheme of things because four acres has now been taken out and so that changes the economic calculations. But the ultimate idea is…and I probably shouldn't say…" I don't think you should either," said **Irby**. "Okay, so there's an ultimate idea," said Kilsheimer. The Mayor went on to explain the complexity of the deal with Taurus makes it difficult to predict the time frame or the certainty it will close. "In all fairness to Taurus and the the City Staff, we think there is a reasonable prospect that we can pull this deal off, but as we have peeled back the onion and started to discuss some of these hairier issues it turns out that it requires a depth of discussion that no one originally envisioned." "How confident are we that we're at the middle of the onion?" Becker asked. "How confident are we that the known issues are known?" "We can let you know after we see the latest draft," said Kilsheimer. "That's the truth. I don't have a better answer than that."

Commissioner Doug Bankson then asked when the next workshop would be. "If I can get the staff to say 'this is a good deal' and the staff can say 'we will recommend this to the Council and to the public' then we'll schedule a workshop," said Kilsheimer. "The staff is very protective

over City assets. And the staff wants to make sure this is going to be successful. At the same time the developer wants as much flexibility as possible. They want to agree to as little as possible so they can go back to their investors and say 'hey we got a great deal in Apopka, let's begin.' It's a natural tension and these negotiations are hard. And I'll go back to what I said from the beginning. If this were an easy deal it would have been done already. It is not an easy deal." "But I want us to be able to say to the citizens, we got a good deal," Bankson added. "Well sure," said Kilsheimer. "And believe me, everyone is watching this deal. And negotiating in a very public way doesn't lend itself necessarily to success. But it's the nature of the beast, and we're in this situation because we're in this situation."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Apopka Voice.com
February 8, 2016

City Administrator and Candidates to Meet on Budget

The Apopka Voice has learned that two budget meetings will take place between the candidates for Council Seat#3 (Commissioner Sam Ruth, Doug Bankson and Alice Nolan), Council Seat #4 (Commissioner Bill Arrowsmith, Kyle Becker and Young Kim) and City Administrator **Glenn Irby** tomorrow and Thursday. The meetings will not be open to the public.

"We are offering a meeting with candidates seeking office purely as a courtesy," said City Administrator **Glenn Irby** through an email to The Apopka Voice. "We will be discussing the operating budget for 2015-2016 and capital projects currently underway or soon to be started. Governmental budgets are difficult to maneuver if you do not work with them." **Irby** also explained how it ended up being two meetings instead of one for the four non-incumbent candidates. "I did not believe the two incumbents would care to join in on this courtesy meeting and planned to have one meeting for the challengers. When both Commissioners Arrowsmith and Ruth expressed a desire to attend, I had one of two choices: 1) advertise a public meeting, or 2) hold two separate meetings. By holding two separate meetings, Commissioner Arrowsmith could attend one and Commissioner Ruth could attend the other."

It is a meeting Doug Bankson has wanted for quite awhile. "I had asked over a month ago to meet with the city administrator over questions I had with the budget and was told at that time they were working on meeting with everyone together to answer any questions," said Bankson. "I would have preferred to be able to meet with him directly, but it appears to save time they wanted to meet together. I did question whether there was a sunshine law issue and was told they were keeping the two seats separate so as not to create any infractions." **Irby** explained that one-on-one meetings are not off the table, but that two meetings may be more time-effective. "I considered one-on-one meetings but decided the group idea would not take as long to disseminate the same information. At the forums I will explain to the attendees they can request a one-on-one with me at a later date."

Kyle Becker, candidate for Seat#4 welcomes a chance to talk about the budget. "From how it was presented to me, this is a forum for the candidates of both seats to ask any questions pertaining to the budget. I think it is a good idea, and something I am looking forward to," Becker said. "I am really open to any forum, at the end of the day it is an opportunity for me to ask detailed questions directly to city staff leadership."

Irby went on to explain why the public is not invited to this budget discussion. "If the public were to attend and were allowed to speak and ask questions, the candidates would not necessarily receive the personal attention they need to answer questions possibly asked of them during the campaign," he said. "If the public ever has a specific question, I can and always do make myself available to answer." "We have two meetings per month and both are open to the public. We had numerous budget workshops where the entire budget was open and fully explained. The

public was invited to the workshops. The budget is posted in its entirety online at the city's website. All capital projects are discussed in the open and voted on by the Council where public input is always welcome."

Alice Nolan, candidate for Seat #3, will bring the public's questions with her as well as her own. "I am excited to sit down and speak with **Glenn Irby** about questions the public has and questions I have," Nolan said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
January 7, 2016

Apopka commissioner calls for more diversity at city-funded festival
By Bethany Rodgers

An Apopka commissioner is raising protest about a city-funded outdoor festival that he says seems geared predominantly toward whites. Diversity at the Old Florida Outdoor Festival came up for discussion at Wednesday's city council meeting after Commissioner Billie Dean asked a series of questions about how the February event is being planned. "It seems … the Old Florida Festival is being centered around Caucasians," said Dean, who is African-American. Later, Dean said he wants to see more diversity on the event planning committee and in the entertainers who will take the stage. This year's festival is being organized by an all-white group and headlined by three country music artists. In response to Dean's questions, City Administrator **Glenn Irby** noted that there are women serving on the planning committee and that the festival is being advertised on Spanish-language radio stations. The addition of a rodeo to the event might also appeal to a Hispanic audience, Mayor Joe Kilsheimer said.

The 5th annual festival is set for Feb. 12 to 14 at Apopka's Northwest Recreation Complex and is billed as a celebration of Florida wildlife and outdoor recreation. Highlights include a livestock show, a live alligator, hawk flight demonstrations and racing pigs. Chris Young and Parmalee are two of the country musicians scheduled to perform, and the third will be announced Friday. The city has fronted about $350,000 to pay for the event but expects to recoup the funds from the revenue it generates, **Irby** said. The mayor said the city has already recovered about $100,000 from sponsorships and $25,000 from ticket sales.

Dean spoke up about the festival near the close of Wednesday's meeting, declaring he had a list of questions for the city administrator. The exchange between the two chilled at several points, such as when Dean charged **Irby** with side-stepping his questions or giving a glib response. "Is the city targeting a specific audience?" Dean asked at one point. "Yes, those that like music," **Irby** responded.

Dean also questioned why the event's committee meetings aren't open to the public. Allowing Apopka citizens into the room could help foster diversity in the planning process, the commissioner said. Ten city officials and members of the public have been gathering in recent months to work on this year's festival, a city spokesman said. From the city, the group includes: Kilsheimer, **Irby**, the human resources director, the risk specialist, the assistant fire chief, the special events coordinator and the public information officer. Also present have been local businessman Paul Faircloth, who helps with the festival organization; Matt Jordan, creator of a local nonprofit called The Big Potato Foundation; and Wes Halliwell, who represents Cox Media, which coordinates concert setup and entertainers at the festival. **Irby** said all of the committee members are white.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Last week, Apopka citizen Ray Shackelford was barred from sitting in on one of the festival's planning sessions. Shackelford, 63, who is black, said he'd been allowed to attend on a previous occasion and wasn't sure why he was excluded the second time around. During Wednesday's council meeting, the city attorney said the committee gathering did not fall under the state's Sunshine Law and didn't have to be open to the public. But a day later, Apopka attorney Cliff Shepard said he'd changed his recommendation based on additional information he'd learned about the festival planning. Because the group is in charge of hiring musical performers and spending hundreds of thousands of taxpayer dollars, Shepard said the Sunshine Law might apply to some of their decision-making meetings. The attorney said city officials will begin to open those meetings to the public, provide notice of them and record minutes.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
December 18, 2015

Apopka golf course, city reach agreement over $170K water bill
By Bethany Rodgers

An Apopka golf course that racked up a $170,000 water bill has found a way of clearing its debt: Give the city what was once the 4th hole. The unconventional land swap accepted by the City Council on Wednesday night was the product of months of negotiation between Apopka staff and golf-course owners, who were slapped with the hefty utility tab when they took possession of the property last year. The city hopes to get a new neighborhood park out of the deal. Someday the 11-acre site — east of Vick Road within a section of the course that was shut down years ago — could become a place for residents to laze in a gazebo or work up a sweat at an exercise station. The agreement will also erase some of the debt encumbering Apopka Golf and Tennis at Errol Estate, which is struggling to survive in the face of withering memberships at clubhouses across the region.

To its advantage, the course has allies living on the fringes of the fairways. Neighbors say they are determined that the green centerpiece of their community won't meet the same fate as Rock Springs Ridge in Apopka, Rolling Hills near Altamonte Springs and Sabal Point in Longwood — all now closed. The Apopka Golf and Tennis club is "like the icon of Errol Estate," resident Paul Borders said. But in recent years, the greens that they once prided as among the nation's finest have been languishing. Errol residents watched as broken landscaping equipment went unrepaired until just a couple of working lawn mowers remained for the entire property. Weeds and dry spots on the lawn gave evidence of the course's underlying financial problems, Borders, 72, said.

The $169,728.27 water bill piled up under the course's former owner, a Belgian man with a vision to run a thriving golf school but without the cash flow to execute the plan. Larry Klein, an Errol Estate resident who now owns the club, said he doesn't understand why the city allowed the former course owner to run up such a huge water bill without turning off the tap. Apopka City Administrator **Glenn Irby** said normally the city would give a commercial water customer a grace period of a few weeks. But the former course owners didn't pay from January 2013 until October 2014, when Klein took over, he said. **Irby** said he learned about the unpaid bill earlier this year when he started his job at the city. At that point, Apopka officials placed a lien against the property. The city will remove the lien as part of the 11-acre property swap, he added.

Klein, 91, has argued that the water bill isn't his responsibility, because it accrued under prior ownership. He and city staff went back and forth for months until they compromised on the land trade. Commissioner Bill Arrowsmith said that, despite its struggles, the Apopka course still has a fighting chance to survive. The course benefits from its unique layout and supporters such as Klein and other Errol Estate residents, said Arrowsmith, who lives in the community and is a club member. About three years ago, a band of neighbors who called themselves "The Eradicators" formed to take course maintenance into their own hands. They've spent about 2,000

hours wrestling down overgrown vines, lopping branches from unkempt palm trees and taking on other cleanup tasks, Tom Russell, another Errol Estate resident, said. Now, their neighbor, Klein, has been investing his money in restoring the course. Klein has been involved in the course's management for years and took possession of it again about a year ago when the property fell into financial distress. Borders and Russell are volunteering their time to help Klein get the course back on track, with the ultimate goal of selling it to a stable owner. Golf courses are tough to market these days, but several vacant sections of property could entice a developer, Russell said. "This is, 'Love me, love my dog.' If you want to build on these parcels, you also have to fix the golf and clubhouse," Russell, 74, said. Klein estimates that there's space to build about 300 homes without encroaching on the 18 holes in use at the course.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
November 19, 2014

Apopka selects new city administrator
By Orlando Sentinel and Stephen Hudak

Apopka Mayor Joe Kilsheimer chose Umatilla City Manager **Glenn Irby** to be Apopka's city administrator. **Irby**, who drew a salary of $96,530 in Umatilla, had been the Lake County city's chief executive for the past eight years. "It's clear Mr. **Irby** stood above and beyond the other candidates that we had," Kilsheimer said.

Vice Mayor Bill Arrowsmith said he would have preferred someone who had experience managing a city of 50,000 to 100,000 residents – not a city of 3,500, Umatilla's size. Apopka is a city of about 45,000 residents.

Selected from a pool of 50 candidates, **Irby** will replace Richard Anderson, who retired suddenly in September after 42 years in Apopka, including stints as fire chief and finally chief administrator officer. Anderson, due a raise to more than $200,000 when he retired, was among Central Florida's highest-paid public officials during his tenure under former Mayor John Land. His retirement also was controversial because he left with a check for $350,000 in unused sick time, personal leave and vacation days and was awarded a two-year contract with Apopka that will pay him $528,00 to serve as the city's lobbyist and a development consultant.

The starting salary for **Irby** was set at $125,000.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

http://stpetebeach.granicus.com/DocumentViewer.php?file=stpetebeach_a7faf2f1445c79f01b7269bedaf381cf.pdf&view=1
September 29, 2014

Two cities trying to work out differences without litigation
Author: PETE SKIBA

Two south Lake County cities might settle their utility-rights dispute without throwing any legal punches. Mascotte and Groveland city staffs worked out a compromise giving Mascotte rights to sell water and sewer on 460 acres and Groveland utility rights on about 640 acres in the Casa de la Loma mansion area, off Villa City Road, officials said. "This gives us some high and dry land," **Glenn Irby**, Mascotte city manager said, "which lends itself to upscale development."

Since utility districts have preceded annexation in the past, real- estate taxes on upscale developments might be an underlying reason for the cities to gobble land into their utility areas. Both city staffs are at work drawing up maps and wording describing the compromise to present to their respective councils, officials said.

Groveland's City Manager, Jason Yarborough, said he was satisfied with the deal and expected his city council to approve it in about a month. **Irby** hopes for approval in a couple weeks. The contention about the utility-service district arose in March when Mascotte adopted a district overlapping parts of Groveland's previously adopted district. "Basically we get the mansion," Yarborough said, "and Mascotte gets the 460 acres across Villa City Road from the mansion." The deal separates 460 acres for Mascotte to administer from an 1,100-acre piece. Groveland will administer the rest of the acreage.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
September 5, 2014

Flags go missing in Umatilla
Author: Austin Fuller

The commander of the American Legion post in Umatilla says more than 100 flags disappeared from veterans' graves in Umatilla cemeteries about six weeks ago. Carl Ludecke, the post commander and owner of Umatilla's Olde Mill Stream RV Resort, said the flags are put in three cemeteries in the Umatilla area, one in Altoona, and one in Paisley every November before Veterans Day. The old ones are picked up the next year. He said he was at a World War II Medal of Honor recipient's grave in Glendale Cemetery when he noticed the flags were missing. "Then I started looking around and there's no flags in the whole cemetery," Ludecke said. Ludecke said he called the city clerk about it and was told none of the maintenance people knew about it. Ludecke said an article about the missing flags appeared in a newspaper in Umatilla, and then someone who had been hired at the Olde Mill Stream RV Resort said a supervisor instructed him to pick them up as community service after getting a DUI. Once they got back to the yard, he was then told to throw them in a dumpster, according to Ludecke.

Umatilla City Manager **Glenn Irby**, who was not told of Ludecke's complaint on the day he called, said he told his assistant public works director to find out what was going on. **Irby** said the community service worker approached the supervisor with dead flowers and a flag. "Our employee turned around to him and said, 'We don't remove the flags. This is done by a man that comes in in November and he replaces all the flags once a year. Put that flag back'" **Irby** said. **Irby** said the community service worker came up two more times with flags and the city employee told him to put the flags back. "Mr. Ludecke…has decided to try and convict our employee from information he has received from a person that was convicted of a crime and we were good enough to put to work," **Irby** said. Ludecke said there would be no reason for the community service worker to lie. "There's no reason for this kid that I hired to lie about it," he said. "Why would he lie about it? I mean, he admitted he took the flags. If anything he would have covered it up knowing everybody was concerned about it."

Irby said he has repeatedly offered to have the city replace the flags, but he needed to know the size of the flags and where to get them or have a receipt for them. "I asked Ludecke to let me replace the flags because regardless of what happened to the flags, it was either the community service worker, convicted of a crime, which is in my opinion probably more likely that it occurred because they've been putting these flags in the cemetery for years and our employee has never removed a flag, never," **Irby** said. **Irby** said Ludecke called two weeks ago and decided he would get the flags. **Irby** said the city would assist in placing them on the graves and told Ludecke to bring him a receipt so the city could reimburse him for the flags, but Ludecke wanted the city employee to replace the flags on Saturday. **Irby** said they cannot do that because the employee works Monday through Friday. **Irby** said he has been told the city employee spent his own money to buy flags and put them back on the graves. "If I can get a receipt from somebody, because nobody seems interested in bringing me a receipt, I'll reimburse him too,

because I don't think he did it," **Irby** said. Ludecke said he ordered 144 replacement flags but saw new flags up in Glendale Cemetery on Wednesday and he will use the newly ordered flags for the annual Veterans Day flags. Ludecke said the community service worker told him he also took flags from the Umatilla Cemetery on Golden Gem Drive.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

WESH2
August 7, 2014

City leaders call emergency meeting after WESH 2 Investigates report
Matt Grant

The Umatilla City Council has called an emergency meeting an hour after WESH 2 Investigative Reporter Matt Grant aired a special report into residents' complaints about dirty water. WESH 2's Matt Grant has been investigating claims the water is discolored, smells, and has chunks of metal floating in it. Umatilla City Manager **Glenn Irby** doesn't have a lot of answers for why some of his city's residents have been without usable water for almost a month.

"I work for the citizens of Umatilla and it's going to be done ASAP," said Umatilla Councilman Eric Olson. The Council voted to allocate as much as $50,000 to replace 1,800 feet of corroded pipe underneath Palm Street to fix the problem.

Homeowner Kristen Thompson can't brush her teeth without buying bottled water first. Thompson said at least four of her neighbors on Palm Street in Umatilla are without water and fed up. "I'm on week three of not being able to wash my hair, take a shower, wash clothes, brush my teeth, none of that," Thompson said. The problem began when the city flushed out a decades-old water pipe believed to be corroded. Last week they tried flushing the pipe again, but residents like Cheryl Ruby said it hasn't made their water any better. "We're having to use bottled water to brush our teeth. I can't do laundry. I can't clean," Ruby said.

The city manager said he just found out about the problem last Thursday and notified health officials this week. Yet city records show a public works official came to the home two weeks ago. The city manager said they are now looking at replacing that corroded pipe. "If replacement is what it needs, it will be replaced," **Irby** said.

In the meantime Thompson showed WESH 2's Matt Grant the copper-colored water with mysterious floating particles. A picture of her bathtub appeared to be filled with mud and water in her toilet bowl was jet black. "Three weeks is entirely too long to be living like this," Thompson said.

Health officials will be out Monday to check out the concerns and take samples of the water. The city said it will reimburse the residents for any of their costs associated with this issue.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
July 24, 2014

City holds the line of property taxes for next year
Author/Byline: Steve Fussell

Umatilla City Council members voted this week to tentatively set the city's 2014-2015 property tax rate at 8.248 mills, or almost $8.25 for every $1,000 of taxable real estate value. That rate is slightly more than the 2014 rate of 8.2291 mills, which reflected Florida's "roll back" calculation — a process to determine fair tax rates that were artificially inflated by the real estate boom a decade ago. Umatilla's new tax rate will result in projected property tax revenues of $877,146, almost $50,000 more than the city's estimated 2014 property tax revenues. There was no public comment at the special meeting and no discussion by council members, who voted unanimously to accept City Manager **Glen Irby**'s recommendation.

The council then adjourned its meeting and immediately reconvened a workshop to discuss the city's 130-page proposed budget for fiscal year 2015. Projected expenditures in the proposed spending package total $142,291 less than the city's FY 2014 budget. **Irby** attributed the savings to a tighter grasp on purse strings urged by council members.

Most of the discussion centered on raises for city workers, who received an average 2 percent raise last year after four years with no wage increases. Approximately 44 percent of the city's expenditures will be for personnel. **Irby** proposed a 4 percent raise for city workers next year, but three council members — Council President Eric Olson, Donnie Kent Jr. and David Adams — said a 2 percent raise might offer the opportunity to further reduce taxes. Council Vice President Peter Tarby said he would like to see the city give lower-paid workers more than 4 percent and better-paid workers a smaller increase.

Council took no action on the budget, but asked **Irby** to present a more detailed breakdown of worker wages and their effects on property taxes and city revenues. All four council members agreed to make raises for police department personnel are a top priority. "The sheriff is about to raise entry level salaries for deputies to $38,000 a year," **Irby** told council members.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
July 20, 2014

Water rate hike gets initial approval
Author/Byline: Steve Fussell

A water rate hike in Umatilla got an initial approval from City Council members this week with little opposition from residents. An ordinance outlining the rate hike will get a second and final reading at the next regular council meeting on Aug. 5.

The rate increase — an average of 11 percent this year and 8 percent per year for three more years — is weighted to favor small and efficient household users over heavy residential, restaurant and other commercial users. Most homeowners will see their water bills go up only a few dollars, officials said.

The rate hike followed an extended study that spotlighted improvements needed in the city's water system. The problem was highlighted last October when a 10-inch water main ruptured along Kentucky Avenue. Crews were unable to isolate the break by turning off water valves in the area and were forced to turn off all water to the city at the main plant for several hours.

The city also hasn't had a rate hike in seven years and existing revenues no longer cover operating costs of the water system, officials said. "Our last rate hike was in 2008," City Manager **Glen Irby** said. "With the recession, the council didn't want to ask residents to pay more, but now we have no choice."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
June 10, 2014

State helps fund water, stormwater projects
Author: Austin Fuller

The cities of Umatilla and Tavares have received a combined $6 million from the state to help fund stormwater and water projects within the two cities. Umatilla got money for three projects, including one for a $4 million project that will allow the city to replace water lines and valves, as well as to loop more water lines into the system, according to city manager **Glenn Irby**. Dead end lines create stagnant water and looping them will prevent this and increase fire flow, **Irby** said. The city has a meeting scheduled for Friday with engineers to figure out how they should proceed with the work, **Irby** said, before the plan is presented to the city. "Our recommendation is going to be that we're going to… first apply the money to what we believe are the worst of the worst areas of town," **Irby** said, adding there are new sections of pipe in the city's water system.

State Sen. Alan Hays, R-Umatilla, who chairs the General Government Appropriations Subcommittee, which covers the budgets for 18 different state agencies, cited a water main break last October — which led to the entire system having to be shut down — as a reason for the city getting the funding. "That tells me that they need some significant improvement to the project, to their water system," Hays said. Umatilla also received $677,050 from the state, which **Irby** hopes to use for a new 750,000 gallon storage tank that will complement their existing 150,000 gallon tank and will allow the city to take its water tower offline.

The money also will go to three new variable drive pumps that ramp up and down according to need, **Irby** said. The city manager said if there was a fire in the city, all of the pumps would be working, but late at night they would barely be in use. He said they are more efficient and are more powerful. "To me it's phenomenal. The fire flows will be nothing like the city's ever experienced before," **Irby** said. Umatilla also received $605,000 to help fund an estimated $3,629,200 project that will create a pond to capture stormwater for treatment, turning it into reusable water which would be mixed with reuse water from the wastewater plant for irrigational purposes, **Irby** said. The project is being done to capture and treat stormwater that would otherwise go into one of Lake Yale's basins, the city manager said.

While Lake Yale is not in city limits, and a large part of the stormwater comes from outside the city, **Irby** said the project will help expand the city's existing reuse operation and assure the St. Johns Water Management District that they have alternative water sources. "Everybody's in it together these days. We feel good that we can help and at the same time assist us, if you will, with St. Johns (Water Management District)," **Irby** said.

Money is also coming for this project from the Lake County Water Authority, Lake County government, the Florida Department of Environmental Protection and the Department of Environmental Protection is also working on a grant from the federal Environmental Protection Agency, **Irby** said. "There's no way that we would ever be able to get to the level of funding

necessary to do these projects on the backs of the tax payers," he said. "That's how huge it is." He credited Hays with helping the city get the money. "Alan Hays was a God send," **Irby** said.

Tavares received $750,000 in state funding, which Utilities Director Brad Hayes said will help with a project to build a large stormwater pipe underneath Ruby Street in downtown Tavares and a stormwater treatment pond. He said stormwater currently discharges into Lake Dora and the pond will capture nutrients before the water is discharged into the Dora Canal which flows to Lake Eustis. "It's helping to clean up that entire area so that we're not dumping nutrients into the lake which create algae blooms and fish kills and it will enhance and clean the area up for recreational sports," Hayes said of the Wooton Park and Lake Dora shoreline. He said the second phase of the project will include putting more infrastructure in the downtown area to get water to the pond. The majority of the money will be spent in phase one of the project, according to Hayes. He said the phase one construction cost is $2.5 million and the overall cost of the project is $8 million, with the state money keeping stormwater rates low. Hayes also thanked Sen. Hays for helping secure the funding for the city. Sen. Hays said the Tavares project will help the health of Lake Dora and the other lakes in the Harris chain. The lawmaker said there are backlogged projects across the state and funding is allocated based on individual merit. "I'm quite pleased that I was able to get the funding for these projects here at home, but I'm also glad that we were able to help other communities throughout the whole state," Hays said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
November 3, 2013

Umatilla city manager gets high marks
Author/Byline: Staff report

Umatilla City Manager **Glenn A. Irby** is well above exceeding the expectations of city council members, his latest report card shows. "You are doing a good job moving the city in the right direction," council member Peter Tarby said in his comments section of the review. The board will discuss **Irby**'s annual evaluation at Tuesday night's city council meeting.

In the areas of administrative skill, fiscal management, personal skills and community relations, **Irby** received an overall average score of 87.5. A score of 60 would be "Meeting Expectations," a score of 75 would be "Exceeding Expectations" and a score of 100 would be "Excellent." Each council member could rank **Irby**'s performance on a scale of 0-4.

Out of a possible high score of 36 in the area of administrative skills, the city manager received an overall average of 30. Both Mayor Laura Kelley Wright and council member Eric Olson gave **Irby** perfect scores of 36, council member Ralph Cadwell gave him a 33, council member David Adams gave him a 32, council member Donnie Kent gave him a 25 and Tarby gave him a 20.

Out a possible high score of 12 in the area of fiscal management, **Irby** received an overall average of 10.8. Adams, Cadwell, Wright and Olson all gave **Irby** all 12s, while Kent gave the city manager a 10 and Tarby gave him a 7.

Out of a possible high score of 32 in the area of personal skills, **Irby** received an overall average of 27.5. The city manager received 32s from Adams, Cadwell and Olson, along with a 31 from Wright, a 26 from Kent and a 19 from Tarby.

Out of a possible high score of 20 in the area of community relations, **Irby** received an overall average of 17.6. Wright and Olson gave him perfect scores, Adams and Cadwell gave him 19s, and Kent and Tarby gave him 14s.

"Your addition to this city six years ago was the right move for us," Tarby remarked.

The council will meet at 7 p.m. at City Hall, 1 South Central Ave.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
May 24, 2013

Local officials: 'Luxury' rehab center will spur business in Umatilla

Residents initially resisted the transformation of the former Elks Children's Hospital into The Recovery Village, a luxury drug-rehab center that held its grand opening this week. "It was not fully understood," City Manager **Glenn Irby** said. "There was concern this facility was going to be a court-ordered rehabilitation program." The Recovery Village will offer substance-abuse, mental health and eating-disorder treatment starting next month for about $32,500. The facility, which will accept insurance, is designed to attract the rich and famous with its gym, pools, mediation rooms, theater, saunas and yoga.

Irby said residents have come to embrace the luxury rehab facility and understand the positive economic impact it'll have on the city of 3,500. He hopes it'll spur home construction and bring in major restaurants, shops and hotels to the city, which has seen a recent surge in businesses. "It's going to be a boon for Umatilla…," **Irby** said. "This is going to put a lot of people into that area, which hasn't seen many people in a long time."

Irby said residents had been apprehensive of having a rehab center in the heart of the sleepy town after a rocky past with the 67,000-square-foot site. The children's hospital, which provided for decades free care for kids with orthopedic injuries and brain trauma, closed in the late 1990s. The state Department of Juvenile Justice opened a high-security home for troubled girls in 2005. It shut down a year later after reports that the girls, all of whom had committed serious crimes and ruled high risk to public safety, were being mistreated and neglected. LifeStream Behavioral Center attempted a year later to open a short-term 70-bed residential facility for accused felons declared mentally incompetent to stand trial. Residents fought the project and City Council members ultimately rejected it. "It was our concern we were getting back to where we were before," **Irby** said. Robert Chandler, Lake's economic development and tourism director, said the facility will be good for the economy. He said it will have an impact of $8.3 million a year. Mitchell Baumann, the facility's founder and executive director, said the facility will bring 90 high-wage jobs, including nurses, clinicians and other medical staff.

Among those on hand for Tuesday's grand opening were Sheriff Gary Borders; state Rep. Larry Metz, R-Yalaha; Public Defender Mike Graves; and County Commission Chairwoman Leslie Campione, who noted that Lake has been trying to attract more medical services. In addition to bringing jobs to the area, Campione said it's also serving a need for people struggling with addictions. "In our society today, most people have one person in their family that has dealt with an addiction," she said. "…it meets a universal need."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel, The: Web Edition Articles [TCA] (FL)
May 9, 2013

Umatilla police Chief Doug Foster faces dismissal over interrogation of 13-year-old suspects
Author/Byline: Eloisa Ruano Gonzalez

Longtime police Chief Doug Foster could be fired pending the outcome of a termination hearing, City Manager **Glenn Irby** told the Orlando Sentinel today. Foster -- who has been chief for 21 years -- was placed on paid administrative leave this week following an incident in which one of his officers detained and questioned two 13-year-old middle-school students without their parents being present in the room, **Irby** said. The kids were being investigated last month for aggravated assault after it was reported they beat another child in the head and legs with a stick, **Irby** said. "I cannot find good cause or reasoning behind why the parents of the children arrested were not allowed to be in the interviews," **Irby** said in a memo Monday to the police chief, who makes $55,000 a year and oversees seven officers. He went on to say in the memo: "I am also having a great deal of difficulty understanding why the arresting officer made a physical arrest when he could have simply taken a report, gotten witnesses written statements and filed all with the State Attorney's office for a formal decision on whether the children need to be detained and prosecuted." Neither Foster nor his attorney, Joseph Blitch, could be reached for comment.

Irby said the chief had admitted that parents weren't allowed in the interview room, which went against rules put in place by a former city manager after a similar incident in 2004 when Umatilla police had questioned an 8-year-old boy in a sexual-abuse incident without the parents' knowledge. The boy and two others in his second-grade class were read their Miranda rights and asked to give taped and written statements about the incident in which the girl told her mother she was held down on the playground by two boys and fondled by a third during recess at Umatilla Elementary School. Foster said at the time that parents weren't summoned because officers aren't required by law to call them when questioning a juvenile. **Irby** said in his memo, "Again, I believe you have failed miserably in your duties as a department director."

In addition to interviewing the boys without their parents in the most recent case, **Irby** added that police ignored a complaint from one of the boy's mothers that he was "hit on the side of the head with a rock which resulted in this retaliatory incident." **Irby** said officers also refused to take pictures of the boy's injury, which he called "gross incompetence." **Irby** said the termination hearing has not been set. Foster's attorney requested it be delayed to allow him time to review the chief's personnel file and other documents, he added.

In 2011, **Irby** suspended Foster for 10 days without pay after a former officer complained in an exit interview that the chief played online games on the department's only computer during work hours, secluded himself from officers and sent them to run personal errands. The chief had defended himself in a response submitted **Irby**, saying he only played games during his lunch break and admitted to asking an officer to collect rent from one of his tenants as a personal favor. He also denied being unreachable to officers.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
October 7, 2012

Umatilla to float $60M bond issue
Author: Greg Jones

With no citizen opposition, the city of Umatilla is moving forward with a $60 million bond issue needed to help a local retirement center expand. City Manager **Glenn Irby** said an investment firm is negotiating to buy the revenue bonds sought by the Lakeview Terrace Retirement Community. Officials hope expanding the facility, which sits on more than 100 acres at 331 Raintree Drive near Highway 42 and State Road 19, will create new jobs and kick start commercial development in the area. "As far as the public hearing, no one from the public showed up, but the project still moves forward," **Irby** said. "They (the bonds) are in the process of being bought by a financial institution. They will have the ability to buy the bonds and re-sell them. The investment house will have the ability to sell the bonds at a premium to their clients, and whoever buys them will get the invest payments."

Irby said the investment house will be able to sell the bonds to its clients for as little as $5,000 per bond. Money raised will help Lakeview Terrace grow from 325 residents to more than 600. City officials believe the additional residents and employees might lead so the area getting its first full-service grocery store. "It is a great deal to the city to be able to double the size of Lakeview Terrace," he said. "We value Lakeview Terrace, and it is a very good asset to the city," **Irby** said.

By using a special financing vehicle allowed under the Internal Revenue Code, Umatilla can obtain the tax-free bonds but Lakeview Terrace will actually sell them and be responsible for their repayment since they will not be backed or secured by the city's taxing power, its finances or credit, or any other public revenue sources. Although Umatilla will not be able to float any of its own bank-qualified debt -- a tool used by government entities that guarantees lower interest rates and better terms overall -- while Lakeview Terrace is selling its bonds, the company has agreed to pay the city any difference in lost savings it sees if it has to borrow money another way.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
September 21, 2012

Umatilla may roll the debt dice
Author: William Koch

Are Umatilla city officials making the right decision in borrowing $65 million in bonds to help a local retirement community expand? City taxpayers need to find out. Lakeview Terrance Retirement Community, a not-for-profit organization, is making some big promises. Its expansion will create 45 new jobs and help boost the city's commerce.

Umatilla is a nondescript city of 3,500 residents tucked quietly away in the northern portion of Lake County, just a couple miles south of the Marion County line. The city doesn't have a major chain shopping center and south Marion County residents often travel through the city to get to Eustis and other points south. Providing a good reason to get motorists to stop, shop and visit Umatilla naturally might get city officials' attention.

But here's the big question: Is Lakeview Terrance's package of goodies too good to be true? If everything proceeds as planned, Lakeview Terrance will expand and, as a result, more businesses will set up shop. And more shoppers will spend money in Umatilla. But what if Lakeview Terrance, which is privately owned and controlled, doesn't deliver? This is, after all, public money going toward a private endeavor. If Lakeview Terrance fails, who pays the bill? The $65 million bond, which is borrowed money, doesn't just go away. (The bond duration and payment amounts weren't immediately available late Thursday.) Local taxpayers would have to pay the bill.

Municipalities throughout the country are defaulting on their bond obligations. The national and local economies are still struggling. City Manager **Glenn Irby** said "we believe (Lakeview Terrance) is going to be right for growth. So much so, we are running water lines all the way to (Highway) 42." City officials may deserve credit for this arrangement, especially the part where Lakeview Terrance pays the bond bill entirely. This may turn into a smart and very worthwhile investment in the city's financial and commercial future. But this is still a big gamble. And Umatilla's taxpayers will have to pay the gambling debt if this turns into a losing proposition.

We urge city residents to attend the public hearing on the bonds 7 p.m., Oct. 2, at city hall to get educated and to offer input.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel – Orlando, FL
April 20, 2012

Gov. Scott vetoes money for local sewer projects
Author: Ludmilla Lelis

A sewer overhaul for Umatilla, a Minneola sewer connection to the state prison and funds for the Lake Technical Center were the three Lake budget items vetoed by Gov. Rick Scott. Scott this week rejected $142.8 million from the state's nearly $70 billion budget.

Umatilla City Manager **Glenn Irby** was disappointed that the budget ax fell on $352,163 for a major sewer system overhaul. The city still has terra cotta pipes more than 50 years old that need replacement. During the dry season, sand infiltrates the lines and causes problems when the sand reaches the sewer plant. During the rainy season, raw sewage can leak, as happened during Tropical Storm Fay in 2008. Replacement of those pipes would cost less than $1 million and the city already has a $650,000 federal community development block grant. The appropriation would have covered the rest. The city's approximately 900 utility customers couldn't afford paying for it, he said. "Trying to put that on backs of utility customers would break them," **Irby** said. "It's enormously expensive." He said he will try to complete as much of the project as possible with the existing grant but will have to find another grant or try again during next year's state legislative session to cover the rest.

Florida Tax Watch, a government watchdog group, had recommended rejecting the Umatilla project and many other water projects because the state doesn't have a good review system to analyze and prioritize projects. The governor also vetoed $300,000 for a wastewater line that would have connected the Lake Correctional Institution on U.S. Highway 27 to the sewer plant in Minneola. Officials of the south Lake city have been working for several years to connect the state prison to its $20 million sewer plant. Minneola could have not only enjoyed the income from the prison connection, but the plant, running well below its capacity, would run more efficiently, City Manager Mark Johnson said. The prison has an aging package plant on site that treats its sewage. "I think this would have been a good partnership between agencies," Johnson said. "But I understand the state is in difficult times, just like the rest of us."

Scott also vetoed $52,314 for the Lake Technical Center, one of two charter vocational-training centers in the state. The other center in St. Johns County had its funding request vetoed. Past budget cuts have left the center with less money, while student enrollment has increased as people have lost their jobs and need training for different careers, Lake Tech Director Diane Culpepper said. The appropriation would have restored some of the funding lost in past years, she said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
September 1, 2011

Umatilla police chief suspended
Author: MILLARD K. IVES

Umatilla's top police has been suspended for 10 days amid several allegations, including that he hogged the department's only computer to play online video games, locked himself in his office while secluding himself from officers and refused to come to crime scenes. Police Chief Doug Foster, who's headed the Umatilla Police Department for 19 years, is also accused of using meetings to belittle, demean and bully officers, having his staff run his personal errands, taking away their shotguns, neglecting department vehicles and requiring officers to submit a list of medication they were taking. "Morale among officers is very low and you are the are the direct cause," stated City Manager **Glenn Irby** in a memo to Foster which announced the suspension.

Foster couldn't be reach by phone for comment Wednesday. But in a written response to **Irby**, he refuted or addressed some of the allegations -- citing he only played games during his lunch break and after business hours and only asked a sergeant to pick up a tenant's rent. Foster also submitted proposals to rectify the issues which includes closer interaction with officers, encouraging feedback and attending a management course. In an interview with the Daily Commercial on Wednesday, **Irby** called the proposed rectifications "a good start." However, **Irby** added that he believes that external and personal issues have clouded Foster's effectiveness and warned that any further violations would be grounds for immediate termination.

Irby said he became of internal issues in the police department after an "emotional" officer Joel Cooper told the city manager he wanted to resign because he "believed that he had no other choice." Cooper later presented **Irby** with a "lengthy written chronology of concerns, encounters and outright complaints stemming from both personal and professional issues with the Umatilla Police Department." **Irby** said out of the approximately 10 complaints with Foster, he found seven of them to be valid and in violation of city policy. **Irby** said out of the five years he's been city manager, he is unaware of any other reprimands leveled upon Foster in his 25 years with the Umatilla Police Department.

Irby added before the recent complaints came up, he was unaware of any problems that officers had with Foster's leadership. "They were very ill at ease in coming to me," **Irby** said. **Irby** said he now hopes officers would find it easier to come to him with any concerns. Sgt. Chris Bell will fill in for Foster until his scheduled return of Sept. 12. Some complaints of officers' on Umatilla Police Chief Doug Foster and his written response to the city.

Uniformed officers being asked or directed by Foster or his assistant to conduct personal business for him, including payment of a personal invoice for his mother-in-law and collection of rent from his tenant.

- Foster: Only asked Sgt. Chris Bell to pick up a renter's payment. Did give a city employee money to purchase a Power Ball lottery ticket.

- Foster secluding himself within his office between the hours of 4 p.m. and 5 p.m. and not opening the door to officers needing advice; and refusing to assist officer on possible crime scenes.
- Foster: I have never refused to come to a scene when requested by a officer unless I was completely out of the area.
- Foster issuing a written directive requiring all officers to provide him with a list of all medications they were currently taking.
- Foster: I wrote a guideline in an attempt to ensure officers wouldn't be working on the job while on medication which may effect their judgment or ability to perform the job task. I never requested the officers disclose their medical condition.
- *Officers complained about Foster disallowing use of shotguns by ordering them taken out of their cars.

Foster: I have restricted usage of shotguns and computers about two to three years ago. During a periodical vehicle inspection, I discovered a shotgun missing. I searched other vehicles and failed to located the weapon. When I called officers, no one seemed to know where the weapon was located. This wasn't an isolated incident.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel - Orlando, Fla.
March 22, 2011

Umatilla Airport sets sights higher
Author: Christine Snow

Years ago, a fence wrapped around this city's tiny municipal airport, making it unapproachable for residents. But now City Manager **Glenn Irby** is committed to transforming the Umatilla Municipal Airport into a viable resource for residents and businesses in hopes of elevating the local economy. About 90 people attended an open house at the airport in late January in an effort to make the airport more accessible to those in the area. "It's a community airport, not a country club," **Irby** said. "It belongs to everybody."

As a way to promote the economy, the airport began offering fuel services for planes in January. This allows pilots, mostly those flying small planes for business or for fun, to make a stop in Umatilla to fuel up, access the airport's wireless Internet and check for weather conditions.
Irby said he anticipates this will encourage pilots to make extended stops at nearby businesses and give the city an "economic boost." "What we're hoping is that with having the fuel, it will be a draw to Umatilla for restaurants and shopping districts and the Ocala National Forest," he said.

He also hopes other recent improvements to the airport, which has existed for decades, will be an attraction for pilots. The airport added 13 new hangars to hold aircraft. A new security system was established, including a surveillance video cameras, lighting and two new gates.
The surveillance cameras are expected to help foil future situations, such as Lake County's largest drug bust that occurred at the airport in late 2010. Law-enforcement officials found nearly 800 pounds of marijuana at the airport. Because of the airport's rural location, city and airport officials weren't surprised by the criminal activity. The new cameras, however, should limit suspicious incidents.

Officials have also stepped up efforts to be more of a visible force in the aviation community. The city plans to increase advertising of the airport in aviation magazines and websites at a low cost or for free. "We found out that word of mouth is actually working quite well," he said. "It's a unique entity," he said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
March 1, 2011

Ready for takeoff
Author: Ell, Larry

A series of fortunate events has things looking up at Umatilla's airport. Over the past few years, the city has capitalized on a series of government grants and well-timed private interactions to transform an asset -- one that City Manager **Glenn Irby** described as "underutilized and in very bad condition" -- into an aviation success story.

The facility's evolution began by focusing on the airport's most pressing deficiency. "It had a very short, almost unusable runway when it started several years ago," **Irby** said. That changed after city officials hired a consultant to explore the availability of federal and state grants through the Federal Aviation Administration and the Florida Department of Transportation. **Irby** said the consultants concluded that the city needed to build hangars to entice people to use the airport. FDOT didn't agree.

When state transportation officials came to look at the site as part of the grant process, they reportedly told the city there was no way they were going to advocate for hangars when the runway was in such deplorable condition. However, FDOT said it would, instead, grant money to the city to widen, lengthen and upgrade the runway. "That was when it started becoming something," **Irby** said. The runway project began in 2004 with a price tag of nearly $1.5 million -- too much for the city to handle on its own -- so it embarked on what would eventually result in a series of shrewd and sometimes lucky partnerships. With sizable grants from the FAA and FDOT, Umatilla's financial commitment for the expanded runway totaled $37,812.97.

Improvements over the years followed with equal attention to frugality.
At the time the runway was completed, the airport had only one hangar and it was crowded with five airplanes. So the next phase of facility upgrades included the addition of more storage capacity. From 2006 through 2009, 13 hangars were built at a total cost of $933,031--$186,606 which was borne by the city. **Irby** says all but four are occupied. "Then we started hearing the reason why nobody comes to Umatilla and nobody rents the hangars is because we didn't have fuel," **Irby** said.

That sparked perhaps the most fortuitous sequence of events.
To help build the estimated $300,000 fuel farm, the city applied for--and won--an FDOT grant. But since it required 20 percent in local matching funds, city officials turned the state cash down. **Irby** said, for some reason, FDOT kept the grant alive, so he kept presenting options to the city council to take advantage of it. Last year, an opportunity for a public-private partnership finally led to Umatilla being able to complete its airport vision.

A pair of fuel tanks at Leesburg International Airport had reportedly been repossessed by the bank and were available for purchase at a large discount. **Irby** said a local businessman agreed to

cover FDOT's local matching requirement of $53,719 and pay for a load of fuel. Two months ago the tank was finally put in. "Over the last month we've pumped somewhere between 1,000 and 2,000 gallons of fuel." **Irby** said. "And for three weeks, it wasn't even advertised." The blossoming of Umatilla's airport has been a thing of beauty for Jerry Byrd. As a self-described "airport bum," Byrd acts as the volunteer caretaker of the facility.

As a pilot himself for the past 20 years, he knows the value a full-service airport can bring to a community. "A lot of general aviation pilots just love to have a small place to fly into, park their aircraft and go out for a bite to eat," Byrd said. "It's a good way to patronize the city of Umatilla." Making it as easy as possible for visiting pilots to venture into town, a courtesy car will soon be made available at the airport.

Irby said the city recently auctioned off a couple of out-of-service police cars for $6,100 and was offered a used car by the family of a deceased Umatilla resident for only $3,500. Once the car is ready for use, officials feel the airport will have the complete package--and with proper marketing--will become a true jewel in the city's crown. "We are the only other airport in Lake County that has a paved runway," **Irby** said. "I think people will say, 'Wow, I didn't know that.' So it's something to be proud of."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel – Orlando, FL
December 23, 2010

"Its better than a good thing"
Author: Katie Adams

Lake County law-enforcement agencies received new equipment and upgrades thanks to nearly $179,000 in federal grants. For the Umatilla Police Department, for example, about $7,000 in grant money means new bulletproof vests, cameras, safety goggles and training pistols. among other equipment. The money came from the 2010 Edward Byrne Memorial Justice Assistance Grant award, from the national federal Bureau of Justice Assistance.

Umatilla City Manager **Glenn Irby** said he's excited about the opportunities the grant has brought his city. "Anytime a city of our size is able to come into any kind of grant where our taxpayers aren't impacted, it's a good thing," **Irby** said. "It's better than good thing."

Umatilla police Chief Doug Foster said the money is a great help. "Everybody gets a little bit of extra help with their needs because [with] our economy at this point, we don't have a lot of extra cash," Foster said.

"Every little bit helps."
Any municipality or department interested in grant money can apply. In Lake, the grant is split among the Sheriff's Office and police departments that bid for it. In order to qualify, departments must present a proposal and budget of how the money would be spent, said Brenda Quattlebaum, Lake probation coordinator. This was the first year all of Lake's police departments applied for the grant. More than half of Lake cities had to agree that the money should be divided among all police departments.

The proposals go before the Local Law Enforcement Substance Abuse Advisory Board, comprised of police chiefs and representatives from the State Attorney's Office, Public Defender's Office, LifeStream Behavioral Center and other organizations totaling more than 20 people, Quattlebaum said. The board determines how the money will be distributed.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel – Orlando, FL
September 20, 2010

Grant will fix flood in Umatilla
Author: Christine Snow

Every time it rains heavily, Michael Hill braces himself for the expected flooding from a nearby alleyway that often flows into his restaurant's property and destroys his catering equipment. But now the owner of Michael's Restaurant and Catering is breathing a sigh of a relief as the city received a $226,238 federal grant to reconstruct the troubling alleyway and improve its drainage. The grant, awarded to the city by the Federal Emergency Management Agency, is designed to alleviate the ongoing stormwater issues faced by businesses in the area. "My reaction to this is: finally," Hill said. "I'm very happy for it to be happening."

About 14 businesses have dealt with similar problems as Michael's for years because of the poor grading of the surface of the alleyway, which is located near State Road 19 between Palmetto Street on the north and Collins Street on the south end, City Manager **Glenn Irby** said. This creates a situation ideal for flooding, **Irby** said. "It's basically the same way with all those businesses," he said. "Most of them are below grade." The flooding issues are a consistent headache for area businesses such as Michael's. In the four years since Hill established the restaurant at its North Central Avenue location, an overflow of rain has filled the parking lot and collected in a garage that holds boxes of catering equipment.

So Hill must constantly replace the boxes rather than physically relocate the necessary garage, which would be a more expensive process. "Within a few minutes [of rain], the water is several inches deep. And, if a car drives by, it sends a huge, big wave," said Hill, who said his equipment sits inside wooden boxes. "Those boxes continued to get ruined. It's been a very costly problem." The city still needs to provide a 25-percent match of the grant, or $56,559, before reconstruction can begin, **Irby** said. As the alleyway is located in Umatilla's Community Redevelopment Agency area, the city will pay for its match either through redevelopment area funds or stormwater fees. "It's a very important step forward to fixing a very serious problem," **Irby** said.

The grant is also a welcome assistance for the city as it's been a constant struggle to come up with the means to overcome the alleyway's problems, **Irby** said. "For a city the size of Umatilla to get almost a quarter of a million dollars grant, it is a huge blessing," he said. "It would've taken us years to get this kind of money. This is a very good thing."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
August 12, 2010

Grayson's grant, stimulus claims questioned
Author: BRAD BUCK

Umatilla City Manager **Glenn Irby** said Wednesday that campaign literature from U.S. Rep. Alan Grayson about his successes in bringing gobs of grant money to his city are misleading. Grayson represents Florida's Eighth Congressional District, which includes portions of Lake County. Glossy literature was recently distributed in the Umatilla area, touting grants that Grayson says he's helped secure. "Congressman Alan Grayson delivers for Umatilla," the material says. "How much money did the city of Umatilla receive in federal grant money in the year before I came to Congress? ZERO. But, in my first year in office, the amount of our money coming back to work in Umatilla increased to nearly $130,000."

The literature also says that in 2009 Umatilla received grants for the airport and police department. "In an indirect way, he is taking full credit for those grants," **Irby** said. Although Grayson is taking credit for the grants Umatilla received in fiscal year 2009-10, he didn't have anything to do with getting them, **Irby** said. "We asked him for $7.9 million in stimulus money," **Irby** said. One of the biggest-ticket items Umatilla asked for was a city hall and emergency shelter. The latter would be critical after so many people in Paisley had no place to go when the 2007 tornadoes hit, **Irby** said. Umatilla received no stimulus money. "None of those things came anywhere near being accepted," **Irby** said. Furthermore, no grant money went through Grayson's office, he said. That money was already on the table before Grayson took office in 2009, **Irby** said. "It makes it look as if he's the shining knight on the white horse," **Irby** said.

No one from Grayson's campaign or his office commented on **Irby**'s statements Wednesday. Grayson's website claims many victories in bringing stimulus and federal grant money home to the Eighth Congressional District. But it does not specify what cities, counties or school districts the money went to. "The hard work of Congressman Alan Grayson paid off in a big way for the people of our district," the website says.

A new analysis of grant information showed that federal grant dollars for Florida's 8th Congressional District increased by 98 percent during the congressman's first year in office. "I brought in more than $100 million in additional federal dollars when we need it most," Grayson said on his website. "The new money created or saved thousands of jobs. It kept police officers on the streets, hospitals and schools open, and improved the lives of people in Central Florida." Grants to municipal and county governments are up 101 percent, Grayson's website says.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel – Orlando, FL
June 23, 2010

Bad for business?
Author: Amy C. Riddel

UMATILLA
In the coming months, road crews will begin installing turn lanes and an extended median along the city's main drag, but already some business owners are concerned about the changes. New turn lanes will be installed along Central Avenue near the road's intersection with Cassady Street to the west and Guerrant Street to the east. The median won't allow cars to cut across Central Avenue, which is a cause for concern for some business owners.

City Manager **Glenn Irby** said he's asked the state Department of Transportation to reconsider some of the work and change the medians to allow for easier access to some of the businesses. But, ultimately, he said it's the state's decision. "We have gone to bat for the businesses and written a letter to reconsider one of the closures," he said. "Hopefully, they will. At the end of the day, they don't have to."

Already, workers have started surveying the area for the new medians and turn lanes. Currently, there are several short medians that allow drivers to cross Central, which is also known as State Road 19, from side streets. Recently, the city asked local residents to fill out an online survey to gauge public opinion about the roadwork. There's only been one response and it wasn't positive. The respondent said the Transportation Department work is not acceptable because it will mean "closing too many median openings that will make it difficult for south-bound traffic to access businesses on the east side of S.R. 19."

Some business owners along the stretch of road that would be most affected wouldn't give their names but said changes to the medians could be the death knell for their establishments. In a letter to transportation officials, **Irby** asked them to reconsider the median placement. "I am hopeful that you will consider the position of the City of Umatilla with regard to the complaint by one of our long-term business owners," he wrote. "The City has very few businesses and during these economic times, it would be a disadvantage to them to lose existing clientele." **Irby** said the city hopes the intersection at Central and Cassady/Guerrant ultimately will warrant stoplights but, in the meantime, new turn lanes should help alleviate some of the congestion in the area.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
May 6, 2010

Local governments team up for purchasing
Author/Byline: THERESA CAMPBELL

Governments from 90 different agencies across Lake County are teaming up today to discuss how collective buying of everything from office supplies to building material can save tax dollars. Mike Thornton, purchasing manager for the City of Leesburg, believes the Cooperative Purchasing Summit will be a win-win event. "It will definitely lead to some cost-cutting for many of the agencies," he said of the 1:30 p.m. summit at the Community Building, 109 E. Dixie Ave.

"Joint purchasing is fast becoming a moral imperative due to our ever-shrinking resources and increasing demand from taxpayers for government to improve efficiency," added Leesburg City Manager Jay Evans in a prepared statement. "We simply cannot cling to the old ways of doing business."

Government, school board, and sheriff's office representatives from Lake County will join officials from the cities of Leesburg, Clermont, Tavares, Umatilla, Eustis, Minneola, Lady Lake, Mascotte and Groveland. For years, public agencies have saved money on bulk purchases of items such as fuel. Governments commonly piggyback on state contracts to save on everything from vehicles to office furniture, but the summit will take the idea a step further by allowing governments to share information on other items that they purchase, including building materials, office products, computers, chlorine for water treatment plants, storm water pipes and vehicles.

"A penny is a penny and a dime is a dime," said Umatilla City Manager **Glenn Irby**. "I want to save everything we can."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
December 8, 2008

Umatilla considering water/wastewater impact fee hike
Author: BENJAMIN ROODE

City leaders are proposing to raise city water and sewer impact fees on new construction in anticipation of needed future upgrades to those systems. Council members gave first reading this week to an ordinance increasing the fees, and making a 6-month window for owners of undeveloped property to pre-pay their fees at the old rate. The ordinance, which needs two readings before it can be adopted, would increase water impact fees from $1,157 per household unit or equivalent space in a commercial business to $2,174 per household. Wastewater fees would increase from $2,436 per home to $3,204 per home.

The city phased in its current adopted fees between 1989 and 1993, said City Manager **Glenn Irby**. Umatilla has about 1,100 water customers and about 600 wastewater customers.
Impact fees are applied only to new building, not existing customers. If the fees increase, owners of existing buildings would not have to pay the balance.

While residential building is currently stagnant in the city, there are three developments with capacity for about 1,000 homes that have been approved on the city's south end, **Irby** said. When the housing markets relax and those homes start to be built, the city's water and wastewater systems will need upgrades. "We're planning for the future, for both systems," **Irby** said.

If the measure is adopted, it would make Umatilla's water and wastewater impacts some of the highest in the county. Minneola holds both the highest water and wastewater impact fees.
The ordinance's final reading is slated for 7 p.m. Dec. 16 at Umatilla City Council Chambers, 1 South Central Ave, Umatilla.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
January 8, 2008

Fire chief asked to resign
Richard Shirk e-mailed photos of partially nude crash victim
Author: Marilyn Aciego

After fall-out from e-mailing inappropriate pictures, Umatilla's fire chief was asked to hand in his resignation on Monday. Chief Richard Shirk - named chief only a few months ago - responded to a crash scene on County Road 450 N.E. on Nov. 8. In that crash, 26-year-old Jamie Mikell of DeLand was killed. Shirk took photos of Mikell as emergency personnel rendered aid and then e-mailed the photos to fire departments in Mount Dora, Eustis and Leesburg, said Umatilla City Manager **Glenn Irby**. "We know for a fact they went to Mount Dora, Eustis and Leesburg Fire Departments as well as (Lake-Sumter) EMS," **Irby** said.

Twenty-seven photos were e-mailed, including two in which Mikell was dressed only in panties as emergency personnel provided aid. In one photo, Mikell's breast is exposed. The matter was brought to **Irby**'s attention after Lake-Sumter EMS Executive Director Jim Judge called **Irby** on Nov. 27 and filed a formal complaint on Nov. 29. According to the complaint, paramedic Gwen Burgess told Judge the photos had been e-mailed to multiple agencies and she felt they were inappropriate because they included photos of a patient that was partially naked. The complaint goes on to state that Judge contacted Shirk and discussed with him "the potential problems that both the pictures and the dissemination of the pictures could cause." Those problems include potential lawsuits and the pain the photos could cause the family if they were leaked. Mikell is the granddaughter of Umatilla City Councilwoman Jeannie Olson. Attempts to reach Mikell's family were unsuccessful.

Shirk told Judge he took the photos for training purposes and e-mailed them to other agencies for their training value, according to the complaint. Shirk was suspended with pay on Nov. 28, pending the outcome of an investigation. Less than 24 hours after being suspended and told not to represent the city of Umatilla in any way, Shirk ordered Fire Lt. Ernie Hall to retrieve the Fire Department checkbook from Shirk's and give it to ex-Fire Chief Paul Getchell. Getchell is no longer employed with Umatilla. Hall refused the order, but Lt. Baron Jones did take the checkbook to Getchell, according to Umatilla Police Chief Doug Foster's report. Foster went to Getchell's place of business to retrieve the checkbook and found Shirk there. As Foster left, Shirk followed him out and asked him how the investigation was going. According to Foster's report, Shirk told him he had no knowledge of why the checkbook was removed from the department and given to Getchell. In an interview with Foster, Shirk said he didn't remember being asked by **Irby** to turn in the checkbook and said he did not order anyone to take it to Getchell. Hall disputes that account. After the conclusion of the investigation, **Irby** decided to fire Shirk. "He was both deceptive and insubordinate during this investigation," **Irby** said.

Irby said Monday the sides have come to an agreement on a severance package. If Shirk resigns, he will walk away with three months of benefits and three months of his $55,000 salary. He was

expected to turn in his resignation Monday afternoon. "I'll take his resignation anyway I can lawfully get it," **Irby** said. **Irby** said accepting the resignation and offering the severance package is nothing more than a business decision. "It gives him (Shirk) a chance to save face. It will also end up saving both sides money," **Irby** said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel - Orlando Florida
September 17, 2007

Umatilla still hoping for annexation boom; But so far, property owners in unincorporated areas have shown little interest in joining up with the city.;"
Author: Adrian G. Uribarri

An effort to attract new residents and generate revenue in this former citrus town has done little to quench officials' thirst for growth. In June, City Council members approved a resolution to temporarily waive application fees for annexations. Their goal was to expand Umatilla's tax base by enticing owners to move their properties from the unincorporated county into the city. But since the program began July 1, two applications have been filed, and neither has been approved to receive taxable city services. The dearth of interest has left Umatilla's tax base stagnant as its leaders become friendlier to development.

City officials said that while part of the cause may be limited public awareness, a major factor is a downturn in the housing market that discourages people from paying the city's additional taxes. "Developers are holding off right now," City Council President Scott Purvis said. "They're not going to invest in something they can't get an instant return on." Until Dec. 31, the end of the no-fee window, developers and other applicants can save the $1,635 it usually costs to apply for annexation into the city. But they still must pay for rezoning and future-land-use applications, which together can total $2,825 to $3,580 -- plus annual city taxes.

City Manager **Glenn Irby** said paying for city services helps property owners because many of them have a sewer rather than septic system, and emergency-response times are shorter in some areas. But paying for those amenities becomes difficult to justify for developers who are trying to cut costs as they wait for an industry upturn, he said. "There's a slump in the building market," **Irby** said. "I don't think anybody thought that it was going to reach the levels it has reached. If residential building were like it was a year and a half to two years ago, I think we would have more applications."

Irby said he plans to mail letters about the program to Lake County residents with property contiguous to Umatilla city limits. Up to now, publicity has been limited to newspaper advertisements and word-of-mouth. "This is just an invitation," he said. "You would hope that it does something, but what it actually will produce -- time will tell."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
February 1, 2007

Umatilla discusses City Hall options
Author: David Donald

City Council agreed Wednesday night to bring in a consultant to assess the city government's space needs before deciding on the fate of a cramped City Hall. The council was asked at a workshop Wednesday to consider four options and give direction to the city manager. The options included renovating the existing city hall, purchasing the Old Harryanna Building, building on a new site or leasing a new building. "What we need to do is educate ourselves on our needs," said Councilman H. Scott Purvis. "I don't think we need to jump in with both feet."

After hearing the options, the council agreed to bring someone in to study the needs of the city, such as parking spaces, the size of City Hall and staff projections, before considering any option. However, City Manager **Glen Irby** urged the council to do something quickly. "Our staff has reached a point where it's becoming inoperable. We're stepping on each other. We need to do something now," **Irby** said. "I don't think we can wait until the next budget year."

Purvis suggested that partitions be used to section off office space for a growing staff and a new roof be installed on the existing City Hall while the council discusses further options.
The Old Harryanna Building was eliminated as an option because it would cost more than $6 million to purchase the property. Leon Strickland, a property appraiser and land owner in Umatilla, proposed an option for the city to lease new buildings developed on his land. Strickland said the city would have a chance to participate in the design and layout of what would be called the Umatilla Municipal Center. Because Umatilla would lease the buildings, the city wouldn't be responsible for the maintenance and upkeep. He also said he wouldn't require a rent deposit. If the city were to lease, it would pay no taxes on the property as it would if it owned the land. Strickland would pay taxes to the city, which he likened to a tax refund. "You've got a landlord you know, and I think I've got a tenant I know," said Strickland during his presentation. Strickland asked the city to authorize staff to work with him on the concept of the commerce park. However, Mayor Benita Martin urged council members to weigh their options and take measures to make sure that thoughtful planning is considered. "I want to caution the city," said Martin. "We need to identify what we want our downtown to look like." The other option included building a new City Hall on property owned by the city.

Irby couldn't give the council a definite cost yet, but said he would look into it as soon as possible. The council praised **Irby** for his dedication and ideas in making the city of Umatilla a better place. Purvis said he appreciated the new atmosphere of professionalism and feels that the city of Umatilla is about to take off. "I don't like to move without being fully educated," said Purvis. "But being a businessman, I like to own my stuff. I don't want to create problems for others down the road."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
November 4, 2006

Umatilla manager is at home on the job
By Erin Cox and Orlando Sentinel Staff

Glenn Irby sat in his windowless office this week with no shortage of things to do. Maps needed to be hung on concrete walls. People with unpaid water bills hoped for a reprieve. And an entire city's problems waited to be solved. **Irby** couldn't be happier. "I'm pretty much in it with both feet," he said of his new job. Umatilla's first hired city manager moved in a little more than three weeks ago, and he uses the phrase "extremely thrilled" to describe how he feels tackling impact fees or bidding out a new sewer project. Sure, **Irby** faces more difficult tasks: addressing the highest property tax rate in the county, or sorting out fights over parachuting at the city airport. But government work appears to make him glow. His unlikely passion began in a University of Central Florida classroom 18 years ago, when **Irby**, then a business major, gazed at detailed chalkboards explaining how governments spent money. "I took a government accounting course, and I fell absolutely in love," **Irby** said. The intricacies of government spending and how to keep track of it all fascinated **Irby** and lured him to an assistant accountant job in Tavares. **Irby**, 49, has lived in Lake County since 1969, when his father's job at Florida Power & Light Co. transferred the family to Clermont. Those days, driving into Orlando to grab a McDonald's cheeseburger "was a big deal," he said. Umatilla reminds him of those quieter days in south Lake, before subdivisions and chain restaurants started covering the hills. Umatilla "is a lot like it was when I moved to Clermont," **Irby** said. "Everybody knows everybody and/or is related."

City Council President Billy Goodson said **Irby** already has connected with the city. It's a complicated task, Goodson said, because "We happen to be kind of the little village to the north in Lake County, and our problems seem to be unique." But to **Irby**, aEustis High graduate who worked 10 years as a Eustis police officer, Umatilla feels familiar. When City Council member H. Scott Purvis introduced **Irby** to local business owners, **Irby** discovered he either knew them personally or knew many of their acquaintances. "It's almost like coming home," **Irby** said of the city and the work. "As early as I could remember, I wanted to be a police officer," **Irby** said. He started on road patrol, worked his way up and became a narcotics detective. But after achieving his childhood goals, he realized something was missing. "Sometimes what you dream isn't what you're supposed to be," he said. He went back to college and ran a lawn maintenance company for three years while earning his degree. That led to his finance job in Tavares, and eventually the interim position there that began his career as a city manager. "That's when the bug bit," **Irby** said. He went on to be the city manager of Mascotte for two years. He briefly left city government to work as the top finance administrator for Sheriff Chris Daniels but resigned in August to find a job in local government. He replaced his friend, former City Administrator Tim Scobie, who retired last month. Scobie was the last administrator elected by residents. He campaigned to have voters approve a hired manager instead. **Irby** and his wife, Angela, are leasing a home in Eustis until they find one to buy in Umatilla. Their sons, Alex and Cody, will attend Umatilla High School.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
September 28, 2006

Umatilla chooses county veteran
By Erin Cox and Orlando Sentinel Staff

City Council members have selected a familiar Lake County figure to serve as Umatilla's first appointed city manager. **Glenn Irby**, who most recently held a high-level administrative post with the Lake County Sheriff's Office, said the new job caters to his skills. "Municipalities are my thing," said **Irby**, 49, a former Mascotte city manager and Minneola mayor.

Irby and city officials began negotiating his contract terms Wednesday, a day after the council interviewed two finalists: **Irby** and Jim Gallagher, former city manager of Dundee. The council must vote to finalize the deal with **Irby**, a last-minute addition to the pool of about 20 candidates applying to replace City Administrator Tim Scobie. Last fall, residents voted to replace an elected administrator with a manager appointed by council members. Scobie campaigned for the change because he said small government is increasingly complicated and the city needs a professional after he leaves. Scobie, whom **Irby** describes as a friend, has said he wants to retire in October, although his term ends in December. **Irby** volunteered to begin Nov. 1, saying he expects a "seamless" transition.

"I have this penchant for building things and seeing things built, and Umatilla is a very fertile area," **Irby** said. Regarding his approach to Umatilla residents, **Irby** said: "I'm here for you. I have a very liberal open-door policy and I want to hear from you." **Irby** said he and his wife already toured Umatilla and plan to move there from Clermont.

Council member Jeannie Olson said Wednesday that her initial negative impressions of **Irby** dissolved as soon as she interviewed him. "I had heard a lot of things I wasn't happy with, but I found him to be very open and very honest," Olson said, declining to explain her concerns. "I did an about-turn. I think he is the man for the job."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
July 21, 2006

Sheriff: Deputies deserve pay raise
By Nin-Hai Tseng and Orlando Sentinel Staff

To let everyone know that the Lake County Sheriff's Office is a worthwhile place to work, Sheriff Chris Daniels wants to boost starting pay for deputies and corrections officers, and reward hard work by giving raises based on merit. Daniels wants to increase beginning salaries by almost 3 percent and provide merit raises of up to 6 percent in 2006-07. "We need to stay competitive with the surrounding counties," Daniels said this week after his requests were spelled out in the county's proposed budget for the fiscal year that starts Oct. 1.

Daniels is seeking a $6.7 million increase, which he would use to hire five deputies and a handful of other employees. Much of the money, however, would be used to raise salaries for new deputies and corrections officers from $31,616 to $32,500. The sheriff's last budget included 32 new employees, but he wanted to focus on salaries in the upcoming year. "I have placed more emphasis on competitive wages and have significantly reduced our request for additional personnel in comparison to last year's budget," he wrote in a June 1 memo to the County Commission.

Glenn Irby, senior director of staff services for the Sheriff's Office, said the department isn't losing employees to surrounding counties. **Irby** said the pay raises are necessary to keep up with nearby counties. For instance, deputies in Seminole County start at $33,003. Those with four or more years of law-enforcement experience can negotiate up to 20 percent more. At the Osceola County Sheriff's Office, the base salary is $35,050.

The Lake County Sheriff's Office also plans to give raises based on merit instead of giving everyone the same pay increase — 4.5 percent during the current fiscal year. Merit raises could range from 1 percent to 6 percent, **Irby** said. Raises also will be given on employees' anniversary dates instead of at the start of the county's budget year. **Irby** said the change makes for better management of the budget.

The Sheriff's Office has 244 deputies, 216 corrections officers and 234 other employees. Daniels' total proposed budget for the upcoming fiscal year is $53.8 million.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
July 1, 2005

Umatilla weighs costs of policing
By Erin Cox and Orlando Sentinel Staff

The future of law enforcement here depends on how much the city wants to spend. City officials are looking at raising taxes to either increase police officers' salaries to end high turnover or paying Lake County deputy sheriffs to patrol instead. The Sheriff's Office says four deputies and one sergeant could do the work of the nine-member police department, which has been troubled by rookie mistakes and high turnover. The problems have eroded residents' confidence in the department's ability to police the town.

Glen Irby, director of administrative services for the Sheriff's Office, presented plans to the City Council this week about what services the agency could provide. In response to his presentation Wednesday night, residents expressed concern about fewer officers, reduced traffic patrol, slower response times and less control over what the deputies did — all with a higher price tag per officer. Umatilla pays starting officers $23,700 a year; the department's budget is $522,000. **Irby** said the sheriff would charge Umatilla about half that amount to police the town with five deputies. He said it would cost the city at least $783,000 to have the same number of law officers now patrolling the city.

A strained relationship between the Umatilla department and some residents prompted city officials to consider disbanding the agency. All but one of the eight officers supervised by Chief Douglas Foster have left over the past 16 months. Sheriff Chris Daniels' plan would convert the Umatilla Police Department into the sheriff's northernmost substation. **Irby** assured Umatilla officials and residents that even if fewer officers were on Umatilla streets, the more experienced deputies could do more than the city police. "A small police department cannot hold a candle to the Lake County's Sheriff's [Office]," **Irby** said. "These deputies are about as close to the cream of the crop as you can get." But resident Frank Seville said he did not believe the deputy sheriffs would drive down the dirt roads to check on his house the way the Umatilla Police Department does now. Seville suggested putting more money toward the city's department. "This is our little town," Seville said at the workshop. "I think we all ought to stand up for our police department."

City Councilman Rich Donohue, who requested the proposal from the sheriff, said something needs to be done because residents are upset about the hometown police. "If we're talking about people coming to our meetings and saying, 'Yes, we're going to take the law into our own hands,' then we have a problem," Donohue said. But if the city ends up paying more for police protection, City Council President Jeannie Olson said, she wants to keep the department intact. "If our local police would have been paid that much in the first place, we would have been able to keep them around a little longer," Olson said.

Umatilla officers presented the city with an option of their own: Raise the salaries of the police officers to stop the constant turnover. Officer David Seeley gave the council letters from eight

former Umatilla officers who said they left because of low pay. Seeley, who has been a Umatilla officer for five years, suggested the city charge an impact fee to help support the department. Meanwhile, other residents questioned whether the deputies would jeopardize the town's identity and independence. Olson asked residents frustrated with the police department to have patience. "I hope we can prove to you we can be a better Umatilla with a better police department," she said. But Donohue said that would take an effective public-relations campaign. "That's the only thing that is going to restore the confidence," he said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
March 3, 2005

LARGER POPULATION BRINGS MORE CRIME
By Jim Buynak and Orlando Sentinel Staff

South Lake County's growth in population also comes with a growth in crime. That fact hasn't escaped the Lake County Sheriff's Office. "It's a unique type of growth, compared to the growth in the other areas of the county," Capt. Tom Mysinger said. "It's more urban, more multifamily housing, such as apartment complexes." In Clermont alone, the population has grown by nearly 90 percent since the 2000 Census, climbing from about 9,300 residents to more than 17,600 and becoming the county's largest city. Groveland, Mascotte and Montverde all have seen double-digit percent increases in the same time period. That type of growth brings different types of crimes. "There are more youth or juvenile crimes," he said. "Minor drug trafficking, vandalism, those types of things."

He also said the recent spate of mail thefts in cluster boxes, more common in the south part of the county, and the abundance of construction sites have created mini-crime waves. There have been at least 60 reports of mail thefts in south Lake County in the past six months, according to investigators. Construction-site theft reports have soared in recent months, with companies reporting theft of both equipment and materials. "There are a lot of construction vandalism and theft reports," he said. "There is a lot of construction going on." Also, he said, the congestion of people living in such close quarters can cause problems not seen in other areas of the county. "If you live in a neighborhood, own your own home, you are going to know your neighbors and what's going on in your neighborhood," he said. "In apartment complexes, where you might have a one-year contract, you might never know your neighbor because they are moving all the time."

It was a problem Sheriff Chris Daniels recognized on the campaign trail last year. He took office Jan. 4. One of his first acts was to hire **Glenn Irby**, then the city manager in Mascotte, to become the department's chief administrator. "He brings with him a south Lake County connection that is important to me," Daniels said when he announced the position in January. "I want to increase our presence in south Lake County, and employing a senior manager will help."

Daniels has also reorganized the department to address concerns in the southern end of the county, according to Wayne Longo, chief of operations. "Through the sheriff's restructuring, we have been able to put at least 18 more deputies on patrol," Longo said. "They aren't all assigned to Sector 3 [south Lake County] but they can be sent there, if needed." The Sheriff's Office has the county separated into three sectors. Sector 1 covers the northeast area from Astor to Tavares; Sector 2 covers from Tavares over to the Lady Lake and The Villages area; and Sector 3 covers from Okahumpka down to the Four Corners area. The Four Corners area creates its own logistic problems, Mysinger said. "You might have an offender living in Orange [County] who is committing crimes in Lake County," he said. "It slows the [law-enforcement] process a bit. We'll still get them, but it slows it down." A sheriff's substation in Clermont, next to the city's

Police Department, serves as the headquarters for Sector 3. The sector is divided into five zones that are patrolled by deputies on 12-hour shifts. Each zone has its own deputy and now, with the 18 additional deputies available for patrol, the zones will not go unprotected, as has happened in the past, Mysinger said. “Before, there were days when two or three of the zones might not have a deputy because of illness or vacation,” he said. “That won’t happen now.”

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
November 20, 2004

Glenn Irby, Mascotte city manager, takes Sheriff's Office job
Author: PETE SKIBA

With almost two years under his belt as Mascotte City Manager, **Glenn Irby** resigned effective Jan. 3 and accepted the position of the Lake County Sheriff's Office Director of Staff Services. This would put **Irby** in charge of the sheriff's $43 million budget, among other duties, starting Jan. 4, Sheriff-elect Chris Daniels said. "Doctors have found that it is better to have professional administrators run hospitals while they practice medicine,"

Daniels said. "**Irby** will be in charge of functions that are not classified as law enforcement -- budgeting, finance, human resources, acquisitions and department property. Officers will be in charge of law enforcement." Daniels further outlined a hierarchy change in the Sheriff's Office structure from four senior commanders to two chiefs and a civilian. Maj. Gary Borders should become chief of criminal investigation operations with the jail, court services and training center under his supervision.

Capt. Wayne Longo should take on the duties of chief of law enforcement operations, supervising uniform patrol, investigations and special operations. Further assignments for the chiefs and restructuring the Sheriff's Office hierarchy should get under way as supervisor's work from the bottom up reorganizing. Details are still being worked out. "**Glenn Irby** brings unique experience to the position. He has both extensive management and budget experience -- and he was a police officer," Daniels said. "And he lives in Minneola, that keeps a presence from the south county in the office. It also keeps our office in the south."

Irby began his career as a Eustis police officer from 1976 to 1985, he said. He attended college and earned a bachelors of science in business administration at the University of Central Florida. He went on to earn his masters in public administration from Troy State University. **Irby** moved from Tavares, where he was finance director and assistant city manager, to become Mascotte's city manager at a salary of about $65,000. The position with the Sheriff's Office pays about $88,000, Daniels said.

Mascotte Mayor Stanley Sloan said he believed that the City Council would begin a search for a replacement after its regular meeting Monday night. City Councilwoman-elect Barbara Tillman said she would like to see Deputy City Clerk Marge Strausbaugh in the job. "She has the resume and should be considered first in line for possible succession," Tillman said. "She could easily step in as city manager and clerk temporarily, and we could see how it goes from there."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
October 12, 2004

Rate hikes move forward
Author: PETE SKIBA

Rates for trash pickup, water and pay for Mascotte's elected officials got a boost from City Council last night at its regularly scheduled 6:30 p.m. meeting. With no residents at the meeting except for Barbara Tillman, a city council candidate, the two ordinances received a favorable first reading. They were then scheduled for a vote at the Oct. 25 meeting in the Civic Center Council Chambers. The trash rate increased from $20 a residence to $21. Considering that Mascotte retains a twice a week pickup schedule, that is reasonable, City Manager **Glenn Irby** said. The increase should be used to help finance a better trash retrieval system.

Instead of various sized and shaped cans, uniform 90-gallon cans would be picked up by a new truck with a retrieval arm. The elderly could obtain smaller cans for easier handling. The system would reduce the workload for city staff, and financing for the next seven years would run about $41,000 a year. "We can keep up service and it works out less than hiring three workers," **Irby** said. The recent hurricanes might have helped nudge the City Council to continue storm water projects and add $2 a month to water bills to help cover them.

Citing a doubled workload for elected officials, City Council also agreed on an ordinance to raise their pay. The mayor's salary would rise from $340 to $400 a month. Mayor pro tem would see the salary increase from $240 to $300 a month. Council members' pay would rise from $180 to $250 a month. Minneola City Council members receive $400 a month and Montverde Town Council members receive $110. "Considering we haven't had an increase since the 1990s, I don't think it is unfair," City Councilman Jeff Krull said. "It is in line with other cities." Mayor Sloan seconded the thought and said the complexity of governing the city has increased along with its now about 4,000 residents. Not only have the number of city meetings doubled, but also the workshops leading to the meetings have increased, he said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel –Orlando, FL
October 11, 2004

Strapped Mascotte Weighs Pay Raise; Council Members Meet Tonight to Discuss Upping Their Salaries Amid A Drop in City Financial Reserves
Author: Robert Sargent

Last year, council members wanted to give themselves a raise even though the city budget fell short by $200,000. They dropped the idea. Now Mascotte has more money problems, dipping into its financial reserves by up to $400,000 to make ends meet. But the City Council still wants the pay raise.

The council will meet at 6:30 p.m. today to consider increasing pay for mayor pro tem from $240 to $300 a month and for the mayor from $340 to $400 a month. Council members' pay could go from $180 to $250 monthly. "There's no question that this is justified," said Mayor Stanley Sloan, who said that the City Council has not had a pay increase in years.

Sloan said the number of city meetings has doubled, requiring more time from council members. Mascotte also has grown to nearly 4,000 residents, he said. Mascotte looked at similar-sized cities to compare council paychecks. Sloan said the proposed increase would help bring his city in line with those other governments.

City Manager **Glenn Irby** said Mascotte aims to work more efficiently to turn around its financial losses. One example is garbage. Mascotte now uses six workers and two trucks to handle garbage collection. The city had considered using three more workers to handle growing amounts of garbage. However, a new type of truck built by Heil Environmental Industries can do the same work with one worker. Similar collection trucks, which use a mechanical arm to pick up specially designed cans, are used in Tavares, Kissimmee and many other areas.

Irby said the truck and 1,500 collection cans for all of Mascotte's homes and some businesses will cost about $250,000. Financing will run about $41,000 for each of the next seven years, which he said is less than the annual cost of three employees. The city plans to increase garbage fees about 5 percent to $21 a month for an average home beginning Nov. 1. An extra $2 will be added to city water bills to help pay for storm-water projects. Mascotte also is looking to save money by installing new electronic water meters on homes, **Irby** said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
September 25, 2004

Annexation dispute
Author: PETE SKIBA

With a Lake County School Board lawsuit putting a 115-acre annexation and possibly thousands of houses in jeopardy, a landowner and the City of Mascotte want to deal. The city also plans to annex 560 acres in the Villa City and Pablo Island roads area, which abut the contentious 115 acres, with a first reading Oct. 11, City Manager **Glenn Irby** said. Even though the original 115-acre annexation is contested, the second larger annexation, which the smaller one makes legally contiguous, could be done before a court ruling.

A reading of the 2004 Florida Statutes on annexation, Chapter 171, also said that the second annexation would stand, even if the first one were declared void as a consequence of the suit. Anyone objecting to the second annexation has 30 days to register a complaint in court after the annexation was adopted.

The 560 acres is the moneymaker if it is annexed allowing four dwellings per acre. It is where possibly thousands of homes could sprout with hundreds more children to attend an already burdened school system. That fact, and neighbors who wish to preserve their one-house-per-five-acres rural lifestyle, prompted the suit. The School Board concluded that the area does not fit annexation requirements and should not be allowed. It filed suit in January.

The Board contends that the annexation creates an illegal enclave. An enclave results when county land becomes surrounded by city land with no exit but through the city. A dilapidated and unsafe-looking bridge on the property does not qualify as an exit through the county, the School Board contends. A deal was offered. The landowner, A.E. Langley of Langley Fruit Co., sent a letter to Stephen Johnson, school board attorney, offering to trade 40 acres to the Board for a school site in return for dropping the suit and getting a pass on school impact fees, **Irby** said.

That doesn't make sense, said Villa City Road resident Tom Ferguson, one of many area residents against the annexation. "If you give the land and have the school impact fees dropped, you haven't given anything. If I give you $500,000 in land and you don't charge me $500,000, what have I given you?" Ferguson said. "Nothing." The School Board could discuss the deal as soon as it can schedule a meeting. "I don't discuss pending litigation," Johnson said. "I am trying to schedule a meeting to discuss the lawsuit." The meeting would be what is commonly called a shade meeting, which allows public officials to discuss litigation without public attendance. It is not considered public under the Sunshine Law.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
July 28, 2004

Property tax rate should hold in Mascotte this year
Author: PETE SKIBA

The bite of the real estate tax rate in Mascotte should stay the same -- but there might be a sting to water bills. This year's total budget if adopted will be more than $3.8 million. It is 23.1 percent more than last year's $2.9 million. If the Mascotte City Council does not radically alter the budget its members discussed Monday, the real estate tax rate will remain at $5.99 for each $1,000 of appraised property value. At that rate, the owner of a $125,000 home claiming the $25,000 homestead exemption would pay $599 in property taxes.

The roll back rate in Mascotte is 4.96. The roll back rate is the tax rate that would provide the city with the same revenue it received from the property tax during this past fiscal year. Water rates could go up by less than 50 cents for 1,000 gallons a month. "We need the increased rate to cover the cost of delivering services," City Manager **Glenn Irby** said. "Your system is not paying for itself." City Councilwoman Dorothy Lee and Mayor Stanley Sloan said they would like to keep rates down. **Irby** pegged the increase at about a dollar on an average bill of $12 a month. Keeping rates down did not seem feasible, considering the rate increase last year was the first in 10 years, **Irby** said. Costs have gone way up. There's the rub.

Mascotte might remain a small city in its heart, but it, along with the region, is growing. And growth costs. Mascotte could receive more than $181,00 more in fiscal year 2005 than it received in real estate taxes last year, a budget memo stated. Costs increased by more than $683,000 in this year. The city makes up the difference by drawing on reserves of the general, water and sanitation funds. In modernizing city finances, the City Council and **Irby** have built up reserves. The City Council seemed inclined to further modernize by tentatively approving the $170,000 to revise Mascotte's Comprehensive Land Use Plan.

Now, if someone wants to change the land use, the zoning, of their property, they must go through a Comprehensive Plan Amendment filed with the state. Once the plan is revised, it would take a vote of the City Council. The budget, as discussed, would add three firefighters and an assistant public works director. The current director, Henry Sharp, plans to retire in a couple years. His assistant could replace him. The cost of the three firefighters would be $110,000 for wages and benefits, the memo stated.

Lake County City Manager Bill Neron should ask the Lake County Commission to increase Mascotte's funding to $175,000, **Irby** said. It is less expensive for the county to pay Mascotte than put its own stations in the area the city can cover, he said. The assistant public works director is budgeted at $45,000 and benefits, the budget states. The position should be filled by Jan 1, 2005. Mascotte officials scheduled public hearings for the budget on Sept. 14 and 27.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orland Sentinel
July 3, 2004

SCHOOL BOARD SUED CITY OVER ANNEXATION
By Robert Sargent Jr and Orlando Sentinel Staff

The Lake County School Board is looking into Mascotte's offer to find land for a new elementary school in a rural area targeted for hundreds of new homes. Mascotte City Manager **Glenn Irby** recently offered to find 40 acres to build a new school on a large chunk of land the city wants to annex for future residential development. In return, Mascotte wants the School Board to drop a Circuit Court suit it filed in April to block part of that land annexation. **Irby** also asked the School Board to give the city the historic, mostly abandoned Mascotte Elementary School site next to City Hall on State Road 50. At a meeting Monday, School Board members asked school staff to look into the deal.

Officials have spent months looking for property to build elementary schools, but they say locations have been difficult to find or afford. Meanwhile, the demand for new facilities continues to grow as more students pack into some of Lake County's aged and sometimes outdated school buildings. "We agreed that we needed new schools in areas like Mascotte, Minneola and Tavares," School Board member Scott Strong said. Strong said Mascotte's land offer is worth checking out, although he thinks the School Board should consider the city's stipulations first. **Irby** said both sides could benefit from the proposed arrangement. The School Board would get free land it needs, and the city would get plenty of room to grow.

The School Board filed the suit in Lake Circuit Court after Mascotte annexed ation of more than 100 acres for development in January. The property is next to another 850 acres the city may annex off County Road 565 south of Simon Brown Road once the suit is settled. **Irby** said that addition also could allow Mascotte to annex another 3,000 acres in the area — about half which could be developed. The total annexations could open the way for more than a thousand new homes. "This would be a great benefit to our economic development," **Irby** said. More homes could help Mascotte build better public utilities and attract commercial development. The city of 4,000 residents is still waiting for its first grocery store.

The downside of the potential growth is its effect on other public services. The School Board argues that more homes will increase the number of students in the area's already crowded public schools. The board also says in its suit that the city improperly annexed the land, creating an enclave of the county surrounded by property inside the city limits.

A court hearing is scheduled for July 21, when Mascotte will ask a judge to dismiss the School Board's charges. At question will be whether school officials can show they are significantly affected by Mascotte's initial annexation of more than 100 acres. Although the annexation could lead to more development, it is difficult to prove ahead of time that schools are being harmed, according to Mascotte officials. Apart from the legal standoff, Mascotte wants the School Board to turn over the historic Mascotte Elementary School to use for city offices and recreational

facilities. The 82-year-old school has about 13,000 square feet of space — about five times as much as City Hall — split among several buildings. The site has been a centerpiece of the small community. City officials hope to incorporate preservation of the site into their plans for more facility space. The site was closed to students years ago when the current Mascotte Elementary opened nearby.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
May 25, 2004

Allred family settles for $2.1M
Author/Byline: PETE SKIBA

A Chicago insurance company agreed to pay $2 million for claims against Mascotte and Groveland in a lawsuit over the shooting death of a Mascotte City Councilman, Corgis Insurance spokesman John Novaria said. The Mascotte City Council voted unanimously to pay $50,000 in addition to the insurance company settlement stemming from the death of Steve Allred at its regular Council meeting Monday night. Groveland City Council has also agreed to pay $50,000, but has not yet received the legal paperwork, Groveland City Manager Jason Yarborough said. "I asked the total the insurance could pay and for the cities to pay $50,000 each more to show wrongdoing," Allred's first wife Donna DuBois representing his estate said. "Is that a just price? I have three sons without a father and no one ever said they were sorry. It is a matter of principle. They were wrong."

During a traffic stop at Villa City and Lake Catherine roads in Groveland on Feb. 24, 2002, police from the two cities opened fire on a Ford Bronco killing the passenger Allred, 42, and wounding the driver David Schoenberger, 35, at the time. Police reports stated that the Bronco knocked down an officer as Schoenberger sought to flee. Schoenberger also has a lawsuit pending, Yarbough said. Yarborough declined to further discuss the settlement. Schoenberger was sentenced Sept. 19, 2002, to community service for felony fleeing and eluding at high speed and probation for driving under the influence and driving while his license was suspended or revoked.

Speaking at the Mascotte meeting before the Council voted on the payment, DuBois called City Manager **Glenn Irby** "cold and offensive" for the way he handled the settlement. "I don't know of any lawyer that wouldn't allow you to say you were sorry for what happened," DuBois said. "I am offended and my children are offended."

Mayor Stanley Sloan said he wished to express his sorrow whether in public or in private to DuBois and her family. Karen Allred, Steve Allred's widow, also represents his estate. She no longer lives in Lake County and no one answered the phone at her residence.

Three of the four officers involved, Guillermo Gonzalez of Mascotte, Shane Mowery and reserve officer Sander Smith of Groveland faced a grand jury and were never indicted. The fourth officer, James Barger of Groveland, did not go before the grand jury. Mascotte Police Chief Steve Allen said that the city's police cars have been equipped with video cameras. "Gonzalez does a good job." Allen said. "He's a good officer."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel Staff
May 22, 2004

CITIES SETTLE DEATH SUIT
By Orlando Sentinel and Sherri M. Owens

Family members of Steve Allred, the Mascotte City Council member shot to death in 2002 by Mascotte and Groveland police, have settled their lawsuit against those departments. The U.S. District Court in Ocala confirmed Friday that the parties called in to report the settlement and that an order of dismissal was signed May 17. Orlando lawyer Cheney Mason, who was representing Allred's widow, Karen Allred, and his ex-wife, Donna Dubois, said he was seeking about $20 million through the lawsuit. Mason could not be reached for comment Friday, but Mascotte City Manager **Glenn Irby** and City Attorney Bill Stone said all parties were restricted from discussing the total amount of the settlement. A letter from John Morrow, an Orlando lawyer hired to help represent Mascotte, said that the city settled the case for $50,000. But **Irby** said that figure represents only the amount from the general fund, not the amount paid by the city's insurance company. Jason Yarborough, city manager for Groveland, said he had not received any official correspondence from the lawyers regarding the amount Groveland would have to pay. Neither City Attorney Julia Law nor Michael Bowling, an Orlando lawyer hired to help defend the city against this lawsuit, could be reached for comment Friday.

The civil suit accused both cities and two officers of negligence and a violation of federal civil rights. Steve Allred, a passenger in a Ford Bronco driven by his friend Roger David Schoenberger, was killed Feb. 24, 2002, during an early-morning traffic stop in Groveland. According to a Florida Department of Law Enforcement investigative report, Mascotte police Officer Guillermo Gonzalez began following Schoenberger and Allred after seeing a vehicle parked outside a closed market before dawn. Groveland Officers Sander Smith and Shane Mowery joined the pursuit, but when they signaled the Bronco to pull over, Schoenberger led them on a brief, low-speed chase, though Allred urged him to stop, the report said. Schoenberger eventually stopped on Villa City Road near State Road 50, the report indicated. As the officers were getting out, the Bronco lurched forward and then into reverse, hitting Mowery and one of the patrol cars. Gonzalez and Smith began shooting, killing Allred and wounding Schoenberger, who also has filed a lawsuit against the cities, one official said. A Lake County grand jury three months later cleared the officers of any criminal wrongdoing.

Representatives from both cities say they have made no procedural changes as a result of the incident. "It's business as usual," **Irby** said. "The grand jury cleared the department. I don't know of anything we could have done differently." Yarborough feels the same way. "It is customary for police departments on a regular basis to upgrade and revise and review its standard operating procedures manual, but that is something we would do regardless of this case," he said. "We have made no policy changes as a result of this lawsuit."

The decision to settle the case was based largely on financial reasons, **Irby** said. "In the end it becomes a business decision more than anything else," he said. In addition, he said the trial,

which would have begun May 31, was scheduled for 18 days and would have required testimony from many of his small department's officers. "It would have hurt us staff-wise," **Irby** said.

Yarborough said a trial would have been difficult for all parties involved. "It [a settlement] is beneficial to the city and also to the family so that this tragedy won't have to be dredged up again and again and again," he said. Mascotte council member was killed by police in 2002.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
May 11, 2004

Mascotte votes unanimously to accept clerk's resignation
Author: PETE SKIBA

An overlap between responsibilities and duties written into the Mascotte City Charter in 1925 and the city manager position created in 2002 might have resulted in a conflict between city officials and the resignation of the city clerk/administrator April 28. The Mascotte City Council voted unanimously with John Fulington absent Monday night at the regular City Council meeting to accept City Clerk/Administrator Dana Waters' resignation. It then appointed City Manager **Glenn Irby** city clerk.

Council also set up the beginnings of a referendum to possibly change the City Charter and smooth out the bumps in staffing if voters adopt the city manager administration form. Council promised a to appoint committee to work on the referendum under Mayor Stanley Sloan's charter duties. "I have always said we need a referendum to know what the people want," Sloan said. "I want to see it on November's ballot." The Council heard Waters out and decided to set up a conference with her, her attorney, **Irby** and William Stone, city attorney, to discuss her demands and any possible litigation she might be planning.

It was City Council's opinion that through this informal mediation a suitable settlement might be reached and litigation avoided. Waters agreed and the meeting date should be set by staff. Waters believes she was unfairly docked $10,000 in pay, had responsibilities reduced and improperly reprimanded and suspended without pay by **Irby**. The Charter, Waters said, supports that the City Council could take those actions and not **Irby**. Stone, said that the ordinance creating the city manager position held that **Irby** was within his rights as her immediate supervisor.

Waters would like the City Council to remove any disciplinary actions from her file and be paid for the time she was suspended without pay. She would also like to regain the salary she was docked when **Irby** was hired, she said.

When the city changed governmental structure from a city clerk/administrator form to a combination clerk and city manager form in 2002 there was an overlap of duties and responsibilities. **Irby** assumed many of the financial planning duties formerly done by Waters. Both Waters and **Irby** said after the meeting that they saw the overlap between the positions as possibly the root of the conflict.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Ledger, The (Lakeland, FL)
January 22, 2004

S. LAKE CHAMBER HIRES NEW YORKER AS DIRECTOR
Author/Byline: MIKE GROGAN

At their regular monthly breakfast meeting for January, members of the South Lake Chamber of Commerce met the man who has been hired to be the 40-year-old Chamber's new executive director. Raymond San Frantello, who officially took the position on Jan. 14, appeared before a packed house of Chamber members at Jenkins Auditorium and was given a warm welcome that included a standing ovation. San Frantello replaces longtime executive director Howard Stockton, who died in July. An extensive search was conducted to find his replacement. "We had a lot of good people apply for the job, and we're sure we made the right choice," said Rob Berens, whose term as president ended at the meeting and who had played a big part in the search process.

San Frantello comes to Clermont from Western New York State, where he had been president of the Genesee County Chamber of Commerce for more than a dozen years. "I had reached a point there where I'd gone as far as I could go ...," he said. "I had to decide where I wanted to go next." A 1997 graduate of the University of Delaware, San Frantello was one of 70 applicants for the South Lake job, and was impressed with the area when he was brought down for a face-to-face interview in October. "That's when I got a sense of the growth in this area, both residential and commercial," he said. "I was very attracted to the look of the land and the quality of life here." Another thing he noticed was the vitality of the local business community. "That is kind of lacking in New York, where things are stagnant," he said.

Besides getting settled into his new job, San Frantello has been busy with the mundane aspects of moving. Currently living in a motel, he has to find a temporary home to serve as a residence until his wife, Carol, and three children can make the move. Then they plan to do some serious house hunting. "My family will stay in New York until the end of the school year," he said.

New officers and board members for the coming year were also introduced at the meeting, which was the first of the year. The new officers are Gregg Christoff, president; Susy Gibson, vice president; Gary Clark, secretary; and Bonny Bowyer, treasurer.

The board of directors will consist of **Glenn Irby**, Mike Richards, Leslie Longacre, Cora Simon, Sandi Adams, Terry Knorr-March, Brian Kraus, Jimmy Crawford, Shannon Elswick, Jamie Barkley, Ann Sonntag and Steve Lightcap.

Stockton died on July 12 of lymphoma at the age of 67. He had been the Chamber's executive director since 1992. He was well regarded in that position. When he was hired, the Chamber had 175 members. Today it has more than 665.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
January 12, 2004

Mascotte annexation plan riles neighbors
Author: PETE SKIBA

Annexation plans for almost 1,000 acres with a possible 2,000 houses have Mascotte's neighbors riled and the city could face legal action by opponents. If the City Council annexes 115 acres north of Mascotte in the Villa City Road area as scheduled tonight, it should schedule the annexation of another 850 acres for its next meeting Jan. 26, **Glenn Irby**, city manager said. Both properties are owned by Langley Fruit. The 115 acres under consideration for annexation sits north of Underpass Road and west of Villa City Road. In order for the 850-acre parcel, off County Road 565 south of Simon Brown Road, to be contiguous with city boundaries, the 115 acres must be annexed first, **Irby** said. Mascotte City Council meets 6 p.m. tonight as the city Land Planning Agency and at 6:30 p.m. as City Council to consider the annexations in the Civic Center on Sunset Street. "The city could vote to allow a possible two to three houses per acre after the annexation vote," **Irby** said.

That's what has neighbors riled. They live in a Lake-County-zoned area, which allows one house per five acres. "Let's face it, developers want to annex so they can get more houses on their property under the city rules," said Paula Schad, a neighbor to the proposed annexation property. "They are ruining our quality of life and the reasons we live in our rural area. We want to preserve our rural lifestyle." If City Council votes to allow two or three houses per acre, 330 houses or more could be built on the 115 acres. Depending on wetlands and other considerations more than 1,610 houses could be built on the second property.

That would be a lot of homes added to the water metered 1,270 in the about 2.3 square-mile city. Pipes sit on the ground waiting and water-line construction to the soon-to-be-annexed area should start in a couple weeks, **Irby** said. Developers discussed building wastewater-treatment plants with the city, but no development plans have been submitted, he said.

There are at least 18 residents any annexation and development would affect, Schad said. They live to the west of the property to be annexed and have an easement to drive through the property to eventually get to State Road 50, she said. Big Bluff Lake and wetlands surround the other sides of the property, Schad said. If the Langley property is annexed it will create an enclave, or an island, under county jurisdiction, she said. Mascotte stated in its paperwork that an enclave would not be created by the annexation. It might take a judge to decide.

Schad said her group has been counseled by Michael Woodward, an Interlachen attorney, about stopping the annexation. Woodward represents former Groveland City Councilman Lewis Hart in his efforts to stop Groveland annexing 500 acres in the Villa City Road area. "There will be a court reporter at the (Mascotte City Council) meeting Monday," Schad said. "We might bring legal action. It is all about preserving our quality of life."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Daily Commercial, The (Leesburg, FL)
October 23, 2003

Lee, Carr face off for city of Mascotte seat
Author: PETE SKIBA

The Mascotte City election for City Council Seat 1 pits an incumbent, Dorothy Lee, against Jim B. Carr. Lee has lived in Mascotte for 11 years and has spent two years on City Council. In her time on council the retired bank-trust officer has formed a vision of where she thinks the people of the city want their town to head and is proud of her part in moving the city in that direction. "The land is there and will ultimately be developed," Lees said. "In my role I have planted the seed of long-range planning. Growth should be more than a trickle down effect." Lee sees commercial development along State Road 50 as a way to enhance the town's amenities. A grocery store and other shops such as dry cleaners and restaurants were approved by City Council for a lot almost directly across from the city hall on S.R. 50.

Commercial development should also increase the tax base, which has been at a stable rate of $5.90 per taxable $1,000 of property value for a few years, she said. With annexation Lee said she would like to see more upscale homes built because the city has affordable housing and could be balanced with more upscale houses. Upscale housing would also generate more tax revenue, she said. With the development sewers must come and be put in operation in phases, Lee said. City Council is already looking for land to build a sewer plant, she said. Any annexations should be compact around the city and enhance the growth around the city's borders, Lee said. The establishment of a permanent cultural center in the Lake County School Board's Mascotte Elementary School building is one of her goals. The building is no longer used as a school and was the site of another project Lee took part in the Cinco De Mayo celebration last spring. In a city where the population is 45 percent Hispanic the festival drew about 3,000 people of many heritages. "Everyone likes the food and the music," Lee said. "The cultures have crossed the lines and people work and play together." Hiring a city manager helped the city move into the 21st century Lee said. With all the details of a modern city's operation and a growing future, a professional's expertise was needed.

Lee is very pleased with the job **Glenn Irby** is doing in the position, she said. The budget is prepared in a more professional manner and budget planning now goes beyond a year-to-year chore, she said. Lee said she is interested in continuing her work with city parks and pursuing grants and any other funding sources for more recreation programs for youth. Schools in Groveland are not overcrowded and Lee said she would work with the School Board as well as she could to get schools for any additional students that the city acquires through development. "My family has always been community oriented," Lee said. "I was raised to give back to the community." Reached by phone on at least two occasions, Lee's opponent, Jim B. Carr was unable to meet for an interview.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
January 7, 2003

MASCOTTE RECRUITS EX-MINNEOLA MAYOR
By Orlando Sentinel

Less than a month after deciding to hire a city manager, Mascotte hired a former Minneola mayor to do the job. **Glenn Irby**, who served two years as Minneola's mayor before resigning in March 2001, will begin as Mascotte city manager Feb. 10. **Irby**, 45, is the assistant city administrator in Tavares.

Citing growth concerns, the Mascotte City Council voted unanimously in December to adopt a city-manager form of government.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
March 14, 2001

MINNEOLA MAYOR QUITS — IMMEDIATELY
By Kelly Brewington

Citing an overwhelming workload and frustration with the city's charter, Mayor **Glenn Irby** resigned Tuesday, effective immediately. City Attorney Mary McDaniels read the mayor's resignation letter at Tuesday's council meeting, which **Irby** did not attend. "It's with heavy heart that I resign," **Irby** wrote. "The business of running the city has become overwhelming." **Irby**, 43, said the work of serving as Minneola's mayor in addition to his day job as assistant city administrator in Tavares and studying for a master's degree in public administration has become too tiring. But his biggest frustration is Minneola's outdated charter, which calls for a strong-mayor form of government, he said in the letter. As it is now, the mayor signs off on all decisions big and small and must answer to the City Council. "Minneola needs a city manager, and until this happens the city will never reach its full potential," he wrote.

Irby expressed that frustration in a heated council meeting last month, in which the council voted to fire city planning director Anita Gonzalez for being insubordinate and withholding information on her resume. He objected to "airing the city's dirty laundry" in a public forum, blaming the city charter. Revamping the city's charter, **Irby** said, would streamline day-to-day operations. In his tenure as mayor, **Irby** also backed a move to equip the city with its own police force. Both issues were brought to voters, and both were defeated. Vice Mayor Dave Sherrick said he was shocked by **Irby**'s departure. "I found out about this only five minutes before this meeting," Sherrick said. "I am not a government person, and I am going to have to rely on the staff to get me through this." Council members made reference to **Irby**'s resignation only in passing, and a handful of audience members were silent throughout the meeting. But talk of amending the charter inspired debate. Sherrick said for the salary of $400 a month, it would be difficult to find a mayor with enough experience to adequately run the city. "Who's going to take this job for $400 a month?" he asked. "I will," said council member Bill Balanoff, who is opposed to any changes in the charter. "And I'd make a lot of changes, some that people might not like." The council agreed to schedule a workshop to discuss the charter issue.

Irby was elected mayor in 1999, capturing 40 percent of the vote in a contest against Dave Yeager and Gene Strickland. **Irby** came to the post with 18 years of administrative experience. Upon his win, **Irby** said people would see a difference immediately in City Hall and at council meetings. **Irby** pledged he would restore leadership and tackle water-supply and wastewater issues. He also said he would give people a chance to speak at council meetings, referring to the actions of Strickland, the former mayor, who had ordered audience members to be quiet and threatened to have people removed by police.

Irby's departure comes when Minneola is at a crossroads, grappling with growth and how best to prepare for it. The city saw a 134 percent growth spurt between 1990 and 1998. About 5,000 people live in Minneola now and the population is expected to grow more. **Irby** was a proponent

of bringing business and development to the city. While neighbor Clermont shunned a proposal for a Wal-Mart superstore, **Irby** embraced the idea of a big box planting itself in his town, adding to the tax base and providing decent-paying jobs. He wanted to see the city annex about 2,000 acres between U.S. Highway 27 and Florida's Turnpike, in an effort to convert fields into Lake County's version of Winter Park. The plan would include a downtown, new city hall and neighborhoods.

The mayor's exit is also the latest blow to a city that has seen employee turnover soar in the past 18 months. A week after planning director Gonzalez was fired, City Attorney Mary McDaniel handed in a resignation letter, saying playing dual roles as city attorney and running a private practice kept her too busy. On her way out, McDaniel called the city charter a stumbling block for the city's development and growth. Deputy Mayor Sylvester Julien has had three assistants in one year and Julien has alluded that he, too, may be on the way out. Julien, who oversees the city's staff of 19, echoed **Irby**'s frustration with the current charter and has called his job akin to "having a gun without any bullets." Julien's decisions must all pass through **Irby**, whose day job is in Tavares. Julien's contract is up in April.

The city will schedule an election for a new mayor before the November election, Sherrick said. Council member Debbie Veit said the city has a lot to accomplish. "Things are falling through the cracks," she said in response to a resident's land-use request that has been delayed because of staff changes. "And it's not going to get any better anytime soon," Veit said.

Irby said he couldn't attend the meeting because he "wouldn't have made it through it." "It was time to move on," he said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel, Orlando, FL
May 24, 2000

Word of Minneola Annexation Moves Slowly
Author: April Hunt

The dream of a new city in what is now open fields is moving along fast, even if some of the people needed to make it work are in the dark. "They're talking about annexing? This is news to me," said Rufus Suggs of Clermont, who with his son owns 90 acres of groveland between Grassy Lake and Florida's Turnpike. City maps include Suggs as one of seven "major" landowners in line for annexation to develop a planned community of a downtown, new city hall and neighborhoods. Smaller property owners have plenty to say, though. "It seems to me they want to turn us into a city, whether we want it or not," said Doris Foss, who moved into a house at Grassy Lake and Turkey Farm roads with her husband two years ago. "And we don't want it."

The city has vowed to listen. Officials are planning a meeting next month, for three hours on a Saturday, to get the opinions of people like Foss. Mayor **Glenn Irby** said the session will be the first of several designed to make sure city officials pursue what residents want. City officials, however, are sure of what they want. They want to turn the fields into a Lake County version of Winter Park. The key component in that equation is the big landowners, at least two of whom have already approached the city about being annexed. Anita Gonzalez, the city planner, has been firing off letters to those folks for about a month, with limited response.

Suggs said he didn't get a letter. His property, along the western hills of Sugarloaf Mountain, is not yet contiguous to Minneola's boundary. The city will try to annex his land after it gets the parcels between the boundary and his property. The main parcels are 1,700 acres owned by Consolidated Minerals of Leesburg and 1,100 acres owned in trusteeship by attorney John Lowndes of Orlando. The vice president of Lennar Homes -- which is negotiating with Consolidated to buy the entire swath of land -- said it was too soon for him to make any commitments to the city, because his company does not yet own the land. "I like what they're doing in general, with pre-planning," Rob Ahrens said. "Whether I like the specifics or not, it's too soon to say." A vice president at Consolidated said via a secretary that the company would have no comment, and Lowndes was out of town early this week and unavailable for comment. That silence has helped fuel speculation that they are the unidentified folks who approached the city about being annexed. "In the near future, I hope aggressive annexation takes place to get that land," is all **Irby** will say about the prospect.

Foss and her husband, Charlie, plan to attend meetings so that their voices are heard while the bigger players keep quiet. They don't think they'll be the only residents who don't want a city plopped down in the middle of groves, wetlands and oak-dotted fields. "The large landowners are in it just to make money," Foss said. "This is our home. I hope they remember that."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel, Orlando, FL
March 18, 2000

Minneolans Vent Fears, Edge Toward Sewage Plant Residents Told of Worries About Rising Odor and Falling Property Values, But The City Council Voted to Move Ahead With a New Plant
Author: April Hunt

If you even talk about building it, they will come. That is, if "it" is a sewage treatment plant. "You wouldn't want it a half mile from your house," resident Matthew Johnson told the City Council, expressing worries about property value and odor. Johnson's Turkey Farm Road home is near the preferred site of five options for a new plant that could process 500,000 gallons of waste daily. Despite a full house of residents with similar concerns, the council voted Thursday night to negotiate with the owner of the 30- acre parcel, as a first step of a plant that would cost $2 million to $8 million. "It is still in the idea stage," Mayor **Glenn Irby** said. "But we committed a year ago to have a plant built in the next three to five years."

The need for such a facility comes from the 138 percent growth spurt the city saw during the past eight years. The growth came at a cost to infrastructure.

The state first demanded the city halt new development until a new well water system could be built. That happened in August, when a $2 million water plant, 300,000- gallon water storage tank and two new wells were added in the southeastern part of the city. In addition, two more wells are slated to be built in the northern part of the city, to accommodate growth there. Still, the state also ordered Minneola not to continue building houses and other structures with septic tanks, for fear of contamination to lakes and ground water. "The [state) has all but threatened to sue us if we don't do something with the effluent," **Irby** said. Whether the Turkey Farm Road site will pan out as the home of the yet-undesigned plant remains to be seen.

Council member Dave Sherrick dissented on authorizing negotiations, just as he was the sole voice against making that site the priority. "The city is moving in that direction, so in the next 15 years, that sewer plant will be surrounded by houses," Sherrick said.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel
January 6, 2000

TALK OF HAVING A POLICE FORCE COULD RESURFACE IN MINNEOLA
By Linda Florea

Despite the fact that voters last week overwhelmingly indicated that they do not want the city police department resurrected, the issue may still resurface later this year. "At some point in time, the city needs to grow up and have services and employees," said Mayor **Glenn Irby**. "The city does not need to beg or borrow from other people for day-to-day services." In a Dec. 30 referendum, residents rejected the idea of bringing back the city police force by a vote of 366-55.

The city disbanded its police force in 1995 after some internal strife and a string of police chief firings. It has since contracted with the Lake County Sheriff's Office to provide law enforcement services. Although the referendum was nonbinding, **Irby** said he thought the council would follow the wishes of the citizens and drop the police issue – at least for the time being. The Sheriff's Office contract expires Sept. 30, and negotiations on a new contract will begin before that. **Irby** said the Sheriff's Office does a good job patrolling Minneola, and the city and the agency have a healthy relationship. Nevertheless, the mayor thinks the city will eventually have to employ its own police officers.

Dave Yeager, who lost a bid for a council seat in the December election, was one of those who encouraged voters to vote "no" on the question of resurrecting the police department. Yeager said the city needs to work on getting City Hall running more efficiently before tackling any major new projects. Although he said he is happy with the service the Sheriff's Office provides, he said the issue's showing up on the ballot should serve as a wake-up call to that agency. "We need to be pampered," Yeager said. "We're the City of Minneola and we need the personal attention."

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel, Orlando, FL
May 20, 1999

Minneola May Build Its Own Sewer Plant
Author: Rick McKay

When Mayor **Glenn Irby** got a letter from Clermont about a possible sewer connection between the neighboring cities - he read it, and he read it again. "I didn't like it any better the second time," **Irby** said at a City Council workshop Tuesday.

One idea in the letter would be for Minneola taxpayers to pay for pipes and an upgrade to a sewer plant in Clermont, the west sewer system - then abandon that connection in 24 months and put down miles of new pipe to another Clermont plant, the east plant, currently under construction. The connection-switching plan is actually the only way Clermont could quickly handle new growth on Minneola's north side, said Clermont City Manager Wayne Saunders. And the idea comes from Minneola's former mayor, not Clermont.

A better idea is to let the new development on the north side hook up temporarily to package treatment plants - they work like mini sewer systems - and then connect to a sewer system later, say the new mayor and council. But other costs involved in hooking up to Clermont's system have prompted the council to take another serious look at building its own sewer plant. Upfront costs could be between $1.5 million and $2 million, but monthly charges and impact fees could add up to much more. **Irby** wants the council to consider buying 30 acres somewhere north of the city, near Florida's Turnpike, just in case it eventually decides to build its own sewer plant. City engineer estimates were that the plant could eventually cost $8 million to serve a population of 3,200 residents.

While the council is still pursuing a possible hookup with Clermont - effectively creating a regional sewer plant - the consensus of Minneola's leaders is to see if the city can afford to go it alone. Some of the costs might be offset by grant money and low-interest loans from the state, **Irby** said. This is a turnabout from **Irby**'s stance a few months ago. **Irby** said that earlier he thought it would definitely be cheaper just to hook up to Clermont. Now he isn't so sure. "I'm definitely in the middle of the fence," he said. "Let's get the costs nailed down on both sides and see."

Saunders said that nothing in the letter to **Irby** is "set in stone" and Clermont is willing to work with Minneola. "It wasn't even a proposal, just ideas and issues talked about," he said. Saunders said it would be to the advantage of both cities to have an agreement - to help protect the lakes and ground water and to save both cities money.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel, Orlando, FL
February 25, 1999

Minneola Picks Irby for New Mayor
Author: Rick McKay

The voters picked **Glenn Irby** to be the new mayor of Minneola by more than 40 percent. He beat the interim mayor, Albert "Gene" Strickland and car auctioneer Dave Yeager in a three-way race to lead the city. **Irby**, 41, is the finance director and assistant city manager of Tavares. He and Joseph Dykes, who won Council Seat 4, will be sworn in today at a special meeting of the Minneola City Council at 7:30 p.m. at City Hall. The council also will accept the results of the election at the meeting.

In complete but unofficial results, **Irby** had 218 votes; Yeager had 187 votes; and Strickland had 123 votes. For Council Seat 4, Dykes won 363 votes, or 70 percent, over Chad Sartain, who got 153 votes. **Irby** and Dykes, 52, will serve short terms of just about nine months until the next election in November. The special election was necessary because of the resignation of former Mayor Jim Spalding in mid-December. Strickland, 42, a builder, has served as interim mayor. When Strickland decided to run for the mayor's seat, he put his council seat up for grabs. Losing the election means that Strickland has to give up the council seat he has had for four years.

Irby said that people will see a difference right away in City Hall and at council meetings. "People will have the right to talk. There'll be no more infighting and no more gavels. People can talk at council meetings," he said. He was referring to recent meetings when Strickland ordered audience members to be quiet, and threatened to have people removed by police.

Irby, who has 18 years of experience in government, said the biggest problem in Minneola has been a lack of leadership. He said the city needs to tackle its water-supply and wastewater issues and provide for residents already in Minneola. Dykes is a hospital worker who has 25 years of experience in the banking and insurance businesses as well as experience with a volunteer fire department. He said he wants to see that existing committees in town, such as health and sanitation, actually meet and get put to work by the council for the good of the city.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Orlando Sentinel - Orlando, Fla.
September 13, 1998

Big Budgets Shouldn't Mean Tax Increase Growth Has Brought in |More Property-Tax Dollars, Swelling Cities Coffers. Only Astatula is Seeking A Higher Tax.
Author: Monica Scott

Taxpayers will see their tax dollars at work during the next year as cities sink cash into parks, fire stations, libraries and sewer plants. Only one city plans a property tax increase, so few residents have had anything to say at public meetings. Final public hearings are scheduled for the next two weeks, and the new fiscal year kicks off Oct. 1. City budgets reinforce Lake County's conservative persona: None of the municipalities are planning drastic changes and those that increased spending did so only modestly. "As long as you're growing, you're getting more dollars every year," said Carol Rogers, finance director for Mount Dora. "It's when you're built out that you have to increase taxes to raise revenue. "We're growing." Rogers said the city is proposing a $25.3 million budget, up $1.7 million from last year.

Construction on downtown Mount Dora's centerpiece, Donnelly Park, begins next spring. The city will be doling out more than a half- million dollars for the project, which includes a new building. Other community groups are expected to toss in about $260,000. At $6.18 for each $1,000 of assessed value, Mount Dora still has the highest property tax rate in the county. Eustis, for the fifth year in a row, dropped its rate, this time from $5.40 to $5.35. That means the homeowner in Eustis with a house worth $75,000 and a $25,000 homestead exemption will pay $267.50 instead of $270. Despite the reduction, the city still plans projects. For example, about $210,000 from the $29.1 million budget is slated to renovate the library. A new, expanded sewer plant will cost a whopping $6.5 million, which is expected to get rid of foul odors. "We try to be as efficient with the money as we can," said Mayor Homer Royals. "There are a lot of similarities in every budget. Again, it's conservative, and we've provided a rollback."

Bob McKee, county tax collector, said the county has been prosperous, and cities can afford to maintain tax rates or offer taxpayers slight rollbacks. "The lion's share of the prosperity is coming from growth," said Robert McKee, county tax collector. "We have enough development, residential and commercial, within municipalities and annexations, to allow a broadening of the tax base." Clermont already has one of the lowest tax rates. For the sixth year residents will see the $2.98 tax rate the city has had the last five years. Commissioners are contemplating a $10.3 million budget, up from $8.5 million last year. The expanding city is getting a new fire department for $500,000 and a new firetruck for another $128,000. It also will get its first paid firefighter, a chief, one of 11 new full-time employees who will cost taxpayers about $230,000. Tavares residents won't have to shell out more cash this time around.

For now, Finance Director **Glenn Irby** said no increases are planned, and the $4.42 tax rate will hold. "Bare-bones" is how **Irby** described the proposed $9.3 million budget, which is down from $11.5 million. He said the city's new $800,000 library was a key reason for the difference in the budgets. Like Tavares, Lady Lake also had a huge expenditure last year. Its new $2 million town

hall is expected to be constructed by the end of the year. The city is proposing a $7.3 million budget, down from $7.8 million. It is recommending that its $2.72 tax rate stay the same.

Leesburg has the largest budget at $97.4 million, up from $93.7 million last year. Approximately $12 million is going toward a new waste-water treatment plant being built in Okahumpka to handle growth. The city will spend $50,000 on architecture work for a new library. Another $2.8 million, including grants, will be spent on airport improvements. For the ninth year, the tax rate will be $4.50, or about $225 for the average homeowner. Property taxes in all other cities are proposed to be set at the same rate, except for Astatula and Minneola, according to the Property Appraiser's Office.

Astatula is the only city pursuing a tax increase, from $1.75 to $2. For the average $75,000 homeowner, that means paying $100 instead of $87.50 for the year. Minneola is seeking to lower its rate from $3.50 to $3.39. The average homeowner would pay $169.50 instead of $175.

Internet – Newspaper Archives Searches
Glenn Anderson Irby
(Articles are in reverse chronological order)

Miami Herald, The (FL)
March 15, 1985

EUSTIS POLICE SERGEANT RESIGNS IN UPHEAVAL
Author/Byline: ASSOCIATED PRESS

The latest in a series of upheavals in the Eustis police force has brought about the resignation of a sergeant accused by sheriff's officials of participating in a scheme to trade police information to an undercover agent for cash and sex. Sgt. **Glen Irby** was accused by Sheriff Noel Griffin of working with former police Sgt. Floyd Cash to provide confidential information to a Miami drug dealer. The "dealer" turned out to be an undercover informant for the sheriff's office. The information allegedly included details of the sheriff's movements and a description of his chief narcotics officer. "This is one of the most despicable cases I have ever seen," Griffin said Wednesday. "If we hadn't been lucky enough to have an informant in a position to stop this, both me and my lieutenant could be dead and buried now." Griffin said he referred to tape recordings made by his informant with Cash, discussing the possibility of killing the sheriff. Cash also reportedly said **Irby** wanted damaging information on the sheriff and the names of several small-time drug peddlers. Neither Cash nor **Irby** could be contacted for comment. A spokesman for the sheriff's department said the sheriff and a prosecutor had determined there was no basis for any arrest because no laws had been broken. **Irby** was confronted with the information on Tuesday night and resigned Wednesday, Griffin said. The sheriff's undercover investigation is the latest in a series of allegations about the Eustis Police Department. In the past several weeks, Chief Bill Spears has been suspended and six officers have resigned for reasons that have not been publicly explained. After **Irby** quit Wednesday, patrolmen Gary Brannen and Chris McDaniels also resigned, giving two weeks' notice. McDaniels is Spears' son-in-law. Spears' suspension came amid allegations that he withheld documents detailing police misconduct. A public hearing on the suspension will be held if Spears requests it. Otherwise he will be fired March 27. Howard Van Meter was appointed acting police chief. The investigative report presented by the sheriff to Van Meter, City Manager Mike Stearman and City Attorney Frank Gaylord said the investigation involving **Irby** and Cash began Dec. 26. An informant told deputies he had been asked if he wanted to meet "an ex-police officer from Eustis" who was in a position to furnish information about undercover narcotics officers working in Lake County, the report said. According to the report, the informant met Cash, and Griffin then authorized an investigation that recorded conversations between the informant and Cash. Cash said **Irby** wanted damaging information on Griffin because the sheriff's department had made several drug raids in Eustis, claiming that city police were lax on drug enforcement, according to the report. The city manager said the whole police question was still under investigation. Other officials said a detailed report was expected by the end of the month.

Completed by: Amanda Dillabough and Winona Saunders
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EXECUTIVE RECRUITING

Section 9

J. Mark Rooney

Juno Beach Town Manager Candidate Report

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Cover Letter and Resume

May 18, 2026

The Honorable Dave Santilli & Town Council
340 Ocean Drive
Juno Beach, FL 33408

Dear Mayor Santilli & Town Council,

I would welcome the opportunity to serve as your Town Manager. My career in local and federal service has shaped a leadership style grounded in collaboration, accountability, and results. I bring energy, adaptability, and a practical approach to managing projects, leading teams, and supporting both the daily operations and long-term goals of Juno Beach.

Here is a snapshot of my qualifications and achievements:

- **Broad Experience**: My journey has spanned from managing high-quality residential, retail, and commercial economic development projects to handling organizations ranging from 40 to 3,000 employees or soldiers.
- **Project Management**: My track record includes handling projects with budgets ranging from $5,000 to $50 million. This is coupled with a solid history of working in diverse environments, from bustling urban settings to tourist focused communities like Westerly, RI, known for its scenic beaches and the challenges they bring, especially during tourist influxes.
- **Intergovernmental Relations**: I have brokered over 60 intergovernmental agreements, highlighting my ability for facilitating consensus.
- **Financial Acumen**: My financial portfolio includes contracting and completing over $75 million in civic infrastructure, with all projects delivered on time and within budget. Additionally, my teams and I have executed $200 million worth of road repairs and water-sewer improvements.
- **Strategic Collaboration**: Throughout my journey, I have been privileged to collaborate with councils and teams that prioritize strategic community objectives. This synergy has been instrumental in fostering an organizational culture that emphasizes excellence and mutual trust.

I am passionate about building a culture of innovation, collaboration, trust, and candid communication. To me, leadership means empowering people, developing future leaders, embracing challenges with humor and perspective, and celebrating the accomplishments of staff, elected officials, and the community.

I would be honored to bring my experience, grit, dedication, and forward-thinking approach to Juno Beach. I am confident I can step into the Town Manager role smoothly and serve the Town Council, staff, and residents.

Thank you for your consideration. I look forward to discussing how I can serve the Town of Juno Beach.

Sincerely,

J. Mark Rooney

J. MARK ROONEY
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PROFESSIONAL EXPERIENCE

Village Administrator / Economic Development Director, Campton Hills, IL **2023 - present**

Chief Executive Officer for a suburb located 55 miles west of Chicago with a population of 11,200. FY 2024-25 overall budget of $5.2M, 15 FTE's.

Accomplishments:

- Established Village's first 5-year Capital Equipment Replacement Fund (CERF) and other GFOA best management practices.
- Coordinated and led the effort to update the Village's Comprehensive Zoning Code and map revision. State requires an update every 10-years. Last completed in 2007.
- Facilitated a revision to the Village economic development process. Created "Get to Yes" vision and direction to staff to implement a Village Council goal to be known as business friendly.
- Reduced cyber risk by implementing new hardware and software changes along with major protocols for external and internal system access.
- Implemented E-permitting system to reduce zoning and building permitting wait time by contracting with SAFE built, resulting in cutting customer wait times by 2-4 weeks.

Village Administrator, Round Lake Beach, IL **2021 - 2023**

Chief Executive Officer for a suburb located 39 miles north of Chicago with a diverse population of 30,000. FY 2022 overall budget of $40M, 82 FT and 22 PT employees. Responsible for 5 operating departments.

Accomplishments:

- Issued $10M of new debt, at an interest rate of 2.95%, to complete Village goals for infrastructure improvements, primarily replacement of 80-year-old water mains.
- Facilitated the completion of a revision to the Village's Building Permits and Code Enforcement process. Created "Get to Yes" vision for staff to implement Village goal of being business friendly.
- Worked with the Village Board and staff to develop a $1.5M plan, utilizing the American Rescue Plan Act funding to create an outdoor concert venue and renovate the Village Cultural Center.
- Reduced cyber risk by implementing new hardware and software changes along with major changes to protocols for external and internal system access.
- Successfully secured $2.75M grant from DCEO-STOCIP that will address storm water flooding. Began process to remove impacted taxpayers properties that require FEMA mandated flood insurance.
- Worked with County Administration to implement framework to establish County wide dispatch for Fire/ EMS and Police.

Town Manager, Westerly, RI **2018 - 2021**

Chief Executive Officer for a coastal community located 2.5 hours from New York and 1.5 hours from Boston, with a population of 25,000 residents / 50,000+ summer months. Home to magnificent beaches, including Watch Hill. Westerly's thriving tourist economy supplements a healthy mix of commercial and residential tax base exceeding $6.5B in EAV. Responsible for ten operating departments. FY 2019/20 overall budget $98M. 180 FT and 70 PT town employees, with an additional 350 school employees.

Accomplishments:

- Achieved certification in Rhode Island's municipal Resilience Program, a community focused process to assess current hazard and climate change impacts and vulnerabilities, due to storm surge and sea level rise. One of the first three in the state.

J. MARK ROONEY

PROFESSIONAL EXPERIENCE

Accomplishments:

- Assisted policy makers in establishing Plastic Committee. Established plastic bag ban by 2020. Became leader in state to reduce use of plastic straws and utensils in all coastal establishments.
- Established Town's first Capital Equipment Replacement Fund (CERF) and other GFOA best management practices to prevent downgrade of Aa2 bond rating.
- Received first GFOA Distinguished Budget award.
- Implemented E-permitting system to reduce zoning and building permit wait time by four weeks for major projects.
- Lead negotiator for all collective bargaining units, Police, Public Works and clerical staff.
- Initiated process to redevelop closed mill site with US EPA grant funding to make site suitable for redevelopment, creating 45 immediate jobs and potential for over 100 jobs by 2022.
- Worked with staff and Town Council to pass a $15M referendum for infrastructure improvements. Utilized Rhode Island infrastructure bank and saved over $1M in bond and interest cost over the life of the bond.
- Managed $15M capital improvements to town roads. Worked out a decade old dispute between the States of Connecticut and Rhode Island to rebuild a bridge destroyed by Hurricane Sandy in 2008.
- Applied and received $2M federal dollars to dredge sand from inter-coastal pound damaged by Hurricane Sandy to restore salt marsh and provide beach nourishment on Atlantic Ocean beaches.
- Coordinated the completion of a Harbor Management Plan that had languished for 15 years. Resulted in approval by both the Army Corp of Engineers and the Rhode Island Coastal Resources Management.
- Facilitated an agreement with the Rhode Island Department of Environmental Management to improve the management of traffic, parking and trash at state and town beaches utilized by over 10,000 people every weekend from Memorial Day to Labor Day.
- Completed Comprehensive Plan and Zoning Map (1998). State requires every ten years. Last completed in 2006.
- Reorganized Animal Control and Town Dog Pound. Worked collaboratively with nonprofit agencies to reduce operating deficit by $150K.
- Implemented a third-party billing and scheduling system to reduce police details and overtime by over $500K in the first year. Increased third-party collections rate by 50%
- Increased grants from less than $250K to $2M

Village Manager, Carpentersville, IL **2010 - 2018**

Chief Executive Officer for a suburb located 32 miles northwest of Chicago. 39,000 residents. FY 2017 overall budget of $65M, 178 FT and 42 PT employees. Responsible for seven operating departments.

Accomplishments:

- Oversaw the creation of 4 new TIF districts; maintained positive and collaborative intra-governmental relations with impacted tax districts: schools, park and Kane County.
- Negotiated a $4.3M TIF incentive to bring a $25M Wal-Mart Super center. (185,000 sq ft and gas station). Generates additional $1.2M sales tax, $80K local gas tax and $650K property tax for the Village.
- Implemented a "priority-based" budget process which resulted in the Village adopting 7 successive balanced budgets with no reduction of service levels and a $9.7M General Fund balance as of December 2017, a $6.6M increase from 2010.
- Implemented the reorganization of 9 operating departments to 7 in 2011, resulting in the elimination of 25 full-time and 15 part-time positions resulting in annual savings of $1M.

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PROFESSIONAL EXPERIENCE

Accomplishments:

- Coordinated the completion of a comprehensive revision of the Village economic development process. Created "Get to Yes" operating slogan to implement Village Board goal of being business friendly.
- Negotiated a new, solid waste contract with a private sector company. Saved the Village $1M over a 5-year contract term by implementing curbside solid waste and recycling containers.
- Managed the construction of a $13M, 120,000 sq ft Public Works building and $2M Village Hall rehab.
- Worked with staff and financial consultants to upgrade the Village's bond rating to AA2.
- Received the Illinois Public Employer Labor Relations Association 2011 James Baird Leadership Award. One of three communities nationwide to receive the National Public Employer Labor Relations Association 2012 Pacesetter Award for the Village's leadership and innovation in collective bargaining. Collectively the agreements saved the Village over $250K by healthcare and step pay plan changes.
- Increased transparency rating by IPI, an independent watchdog agency, from 46% to 96%.
- Negotiated 12 intergovernmental agreements with various government entities.
- Initiated the Village adopting the Greenest Region Compact 2 to address and act on common public policy issues and multi-jurisdictional challenges regarding sustainability and environmental stewardship.

Chief of Staff, North Chicago, IL *(non-ICMA recognized position)* **2009 - 2010**

Chief of Staff for a suburb located 35 miles north of Chicago. Diverse population of 36,000. Home to the Naval Station Great Lakes, Rosiland Franklin Medical Center and Abbott Laboratories. FY 2009/10 overall budget of $37M. Reduced $2.3M deficit to $650K.

Village Manager, Wheeling, IL **2006 - 2009**

Chief Executive Officer for a suburb located 25 miles northwest of Chicago. 36,000 residents. Extensive industrial and office parks bring the daily population to over 100,000. FY 2008 overall budget of $96M, 260 FT and 45 PT employees. Municipal board member of the Northwest Water Commission. Representative to Solid Waste Agency of Northern Cook County, SWANCC. Member of the Board of Directors of the Chicago Executive Airport, the third busiest airport in Illinois.

Accomplishments:

- Maintained Wheeling's AA+ Fitch Investor Services and S&P AA bond rating.
- Manage the $25M construction of a 48,000 sq ft Village Hall.
- Demonstrated the cost savings of "Design Build" $13M, 48,000 sq ft Public Works building; $6.2M, 24,000 sq ft Fire Headquarters facility; $5.1M, 48,000 sq ft renovation of Police Station and 911 Center. Total savings exceeded $3M.
- Implemented two new TIF districts and negotiated an 11-year extension of an expiring TIF.
- Negotiated Village purchase of over 30 retail properties, totaling more than $15M to accomplish downtown redevelopment plan. Increased EAV over $50M.
- Negotiated with Village of Wheeling Park District and Metropolitan Water Reclamation District for the storage requirement of Levy 37, on the Des Plaines River to prevent regional flooding. Created a Forestry Division within Public Works; Managed by certified arborist.
- Created an Information Technology Department; Implemented GIS via an intergovernmental cooperative agreement with 12 communities.
- Negotiated IGA between Wheeling and the Cook County Forest Preserve to create a unique prairie restoration, canoe launch and bike/jogging trail.

J. MARK ROONEY

PROFESSIONAL EXPERIENCE

Assistant Village Manager, Wheeling, IL 2003 - 2006

Accomplishments:

- Lead negotiator for all collective bargaining agreements (Police, Fire and Public Works).
- Initiated request for a "special census" to ensure recent growth from new construction and annexation would be reflected in state revenue sharing figures and utility taxes. $3M, 6-year, projected fiscal impact.
- Applied and received $240K Brownfield Grant from IEPA.
- Negotiated exclusive waste hauler contract. $175K annual franchise payment to Village.
- Negotiated a $22M TIF incentive for a $110M, 412 room Westin Hotel, retail and restaurant complex.

City Administrator, Highwood, IL 1996 - 2003

First City Administrator in Highwood's 112-year history. Located 28 miles north of Chicago. 5,600 residents. Responsible for all aspects of City administration and policy implementation.

Accomplishments:

- Redevelopment of Fort Sheridan, a former Army base identified for closure under BRACC in 1988 and closed in 1992. Served as Highwood's chief negotiator in the redevelopment of Fort Sheridan from a former military facility to a premiere residential community. Preservation of unique historical and environmental features, which include 92 buildings listed on the National Historic Register and the restoration and conservation of its natural beauty and 2-miles of public beach access.
- Efforts recognized by the Illinois Planning Association in conjunction with the City Manager of Highland Park. Received award for historic preservation and adaptive reuse.
- Negotiated over 40 intergovernmental and developer agreements. Worked effectively with various levels and departments of government, i.e. Departments of Defense, Army and Navy, U.S. Senate, U.S. Congress, State of Illinois, Lake County, Cities of Highland Park and Lake Forest and 5 nonprofit organizations that held land interest on the closed military base.
- Managed $4.9 capital improvements to the City's water treatment plant and associated infrastructure to include a new, 1-million-gallon water tower.
- Negotiated model agreements for telecommunication providers, which generated over $400K annually.
- Improved service by contracting with the City of Lake Forest.

Staff Assistant to Senator Paul Simon 1992 - 1996

- Achieved bipartisan consensus to facilitate the passage of Senate and House Bills which resulted in the redevelopment of Joliet Arsenal, Fort Sheridan, Glenview Naval Air Station and Rantoul Air Base.

United States Army Officer, Lieutenant Colonel, Retired 1983 - 2014

Active Duty *1983 - 1991*

Reserve Duty *1991 - 2014*

Held positions of leadership and responsibility in domestic and international locations, including Germany, South Korea, East and West Africa. Graduated from military schools with emphasis on leadership, problem solving and cohesive team building skills. Possessed top-secret and compartmental security clearance.

Desert Storm 1990 - 1991

Saudi Arabia, Iraq & Kuwait

Operation Iraqi Freedom 2005 - 2006

Iraq

Senior Advisor for Military Transition Team (MTT)

Awards

- Awarded the Bronze Star with V-device for valor, Combat Action Badge.

J. MARK ROONEY

EDUCATION & CERTIFICATIONS

Graduate of Command & General Staff College, Ft. Leavenworth, KS
Civilian equivalent to Master Degree in Leadership Management

Northern Illinois University, DeKalb, IL
Completed all coursework for Master of Public Administration

University of Nebraska, Lincoln, NE
Bachelor of Science, Economics & History

AWARDS

- ILCMA Special Service Award for Service to the Profession.
- Labor Relations and Collective Bargaining:
  IPELRA - Leadership Award 2011
  NPELRA - Pacesetter Award 2012

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Candidate Introduction

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EDUCATION

Bachelor of Science, University of Nebraska, Lincoln, NE

Completed Coursework for Master of Public Administration, Northern Illinois University, DeKalb, IL

Civilian Equivalent to Master in Leadership Management, Command & General Staff College, Ft. Leavenworth, KS

EXPERIENCE

My municipal service reflects broad experience across communities of varying scale and complexity. I have worked with municipalities ranging from 5,000 to 52,000 residents, budgets from $5 million to $95 million, and staff sizes from 20 to 2,000 employees. Additional detail is provided in Exhibit A at the end of this introduction.

BACKGROUND

Major Challenges in Campton Hills, IL

Incorporated in 2007, Campton Hills is recognized as the safest community in the Chicago metro region, boasting the lowest crime rate. The Village is also known for its strong commitment to preserving open space and maintaining its semi-rural character. With a governance philosophy that emphasizes minimal building and zoning regulations, Campton Hills is one of the few municipalities in Illinois that operates without a municipal property tax—an exceptionally rare distinction.

Infrastructure & Road Maintenance: Maintaining roads and stormwater systems with limited revenue sources remains a challenge, particularly while balancing residents' expectations for minimal tax increases. Over the past two budget cycles, the Village has secured $5 million in grants—an impressive increase compared to the $1 million awarded over the previous 15 years.

Fiscal Sustainability: With no municipal property tax base, the Village must explore alternative revenue strategies to sustain essential services. Potential options include: a telecom tax, utility tax, amusement/video streaming tax. Community engagement and transparent communication with residents were critical as Campton Hills enacted these new Taxes/revenue sources to ensure the continuation of vital public safety and municipal services.

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INTEREST IN JUNO BEACH

I am interested in the Town Manager position because it offers the opportunity to apply my extensive experience in municipal leadership, infrastructure planning, intergovernmental relations, and economic development in a dynamic coastal community. Juno Beach's priorities - balancing responsible growth with quality-of-life concerns, preserving its safe and welcoming small-town character, supporting a tourism-based economy, and planning for long-term capital needs - align closely with my background and professional accomplishments.

With more than 30 years of city management experience, including service in communities such as Westerly, Rhode Island, I understand the importance of protecting community character while preparing for future needs. My experience negotiating more than 60 intergovernmental agreements would be valuable in addressing service delivery, beach nourishment, coastal flooding, infrastructure investment, and sensitive habitat preservation in partnership with other agencies and state and federal partners.

I look forward to the opportunity to work collaboratively with the Town Council, staff, residents, and community stakeholders to implement the community's vision, manage growth responsibly, and preserve the sense of place that long-term residents value. Public service has always been deeply meaningful to me, and I am committed to the spirit of the Athenian Oath: leaving the community greater and more beautiful for future generations.

On a personal level, my wife and I have long planned to relocate to Florida once I became vested in my Illinois pension system. This position represents both a meaningful professional opportunity and a community that aligns with our personal aspirations.

MANAGEMENT STYLE AND EXPERIENCE

Leadership Philosophy & Approach
I recognize my responsibility as a leader to:

1. Foster a Culture of Trust – Building an organizational environment where trust is valued and cultivated.
2. Lead with Integrity – Serving as a role model for honesty and ethical leadership in all professional interactions.
3. Emphasize Collaboration – Working closely with staff, empowering them through clear direction, well-defined expectations, and measurable success metrics. I mentor and develop employees by providing opportunities to learn, innovate, and take ownership of their work, fostering a problem-solving, entrepreneurial mindset.
4. Inspire Commitment, Not Compliance – My leadership is not based on title or position but on influence and engagement. Voluntary commitment is far more effective than forced compliance.

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A key element of my management approach is emphasizing the "why"—helping staff understand the purpose and goals of a project. I provide vision and guidance while allowing flexibility in how objectives are met, knowing that people are more motivated when given autonomy rather than being micro-managed. My philosophy is that we manage projects, but we lead people.

Additionally, I champion a “Get to Yes” approach, particularly in customer service roles, where staff are empowered to find solutions rather than adhere to rigid bureaucratic processes. This shift from a “this is how we’ve always done it” mindset to one of engaged problem-solving has led to improved employee morale and increased citizen satisfaction, as evidenced by surveys and council feedback. Front-line staff became proactive in assisting residents and businesses, enhancing government accessibility and responsiveness.

I firmly believe that most employees are not the problem. Bureaucratic systems designed for the industrial era stifles creativity and morale, frustrating both staff and the public. As a leader, it is my responsibility, along with senior staff, to modernize systems, policies, and procedures to reflect 21st-century needs, including implementing e-permitting and other digital efficiencies.

Greatest Failure and What I Learned

One of the most difficult situations I faced involved a 2008 request for an additional $2 million in TIF funding for a condominium project during the height of the housing crisis. Five weeks earlier, five of seven Trustees had supported a staff recommendation to deny the request based on the professional opinions of the Village Attorney and outside TIF consultant, who found no justification for additional taxpayer support.

The matter became more complex because both the Village President and one Trustee had financial involvement in the project and an indirect financial interest in its success. I was threatened with termination if I did not direct the Village Attorney and TIF consultant to change their professional opinions and recommendations in support of the additional funding. I declined because I believed staff had a responsibility to provide objective, professional, and ethically grounded advice to the governing body.

The experience taught me an important lesson about the political side of public administration. While staff, legal, and consultant recommendations are important, elected officials are not obligated to follow them and may change their positions for policy, political, financial, or community reasons. I also learned that conflict at the executive level can affect more than the manager; it can create uncertainty for staff, disrupt organizational culture, and affect individual careers.

As a result, I now approach conflict with greater circumspection. I remain committed to ethics, transparency, and professional integrity, but I also work to anticipate the broader organizational consequences of difficult decisions and to manage issues in a way that protects both good governance and institutional stability.

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Leadership Style

Staff describe my leadership as collaborative, fair, supportive, and decisive. I empower employees, set clear expectations, and hold them accountable while providing the latitude to innovate. My role is to ensure goals are resourced and remove bureaucratic obstacles that hinder productivity and service delivery.

Elected officials characterize me as strategic, politically astute yet apolitical, and transparent in governance. I ensure that council members receive all relevant information and are presented with multiple policy options. Importantly, my role is to implement council decisions with vigor especially when they differ from staff recommendations or preferred options.

Self-Reflection: Strengths & Areas for Growth

- Strengths: problem-solving, team building, strategic planning, financial management, and organizational leadership. My greatest asset is an optimistic mindset that builds confidence, supports adaptability, and fosters continuous improvement.
- Growth Area: Historically, I have been highly task-oriented, prioritizing mission first, people always. However, I recognize the need to be more attuned to staff work-life balance to prevent staff burnout and maintain long-term engagement.

Each day, as I enter the office, I consciously consider the question: “What weather am I bringing?” I understand that my demeanor impacts the team, so I prioritize relationship-building, regularly meeting with elected officials and department heads for one-on-one discussions to gather feedback and ensure alignment and address problems and misunderstandings and make course corrections. Active listening is not just a habit—it is a deliberate choice and a skill that I continuously work on.

Performance Management & Strategic Alignment

I use the City Council’s goals and objectives as the foundation for both budget preparation and performance evaluation. Department heads and I set measurable benchmarks aligned with council priorities, ensuring a direct link between resource allocation and policy outcomes. This annual process includes iterative discussions about future resource needs, fostering transparency and strategic planning.

I recognize the importance of balancing efficiency and effectiveness. While efficiency measures cost per unit of output, effectiveness evaluates whether the investment achieves the desired outcomes. There is nothing more wasteful than efficiently executing a task that should no longer be done or does not align with council priorities**.**

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Major Challenges in Westerly, RI and Similarities to Juno Beach: Examples of Innovative Solutions to Problems

Founded in 1669, the Town of Westerly spans 35 square miles and is home to nine miles of some of the most scenic and sought-after beaches in New England. With a year-round population of 25,000, Westerly sees a significant seasonal surge, reaching 52,000 in the summer, plus an additional 10,000-day visitors on peak weekends. Tourism plays a vital role in the local economy, supplementing a commercial and residential tax base that exceeds $6.5 billion in Equalized Assessed Value (EAV).

Tourism: Coordinating with state agencies is essential to managing the influx of day visitors and mitigating the impact on both permanent and seasonal residents. Key concerns include ensuring sufficient water supply from existing wells during drought conditions and addressing traffic congestion, particularly on weekends and holidays.

Infrastructure & Financial Planning: Historically, the Town lacked both a Capital Improvement Plan (CIP) and a Capital Equipment Replacement Fund (CERF). Recognizing the need for change, I facilitated the retirement of the existing Finance Director and recruited a seasoned professional who successfully gained buy-in from staff and elected officials to correct these deficiencies. Through extensive community engagement, including presentations to civic organizations and Chamber of Commerce forums, I secured voter approval for two separate bond issuances totaling $18 million. The projects, priorities, and implementation timeline were transparently outlined on the Town's website, complete with FAQs to ensure public understanding and support.

Emergency Preparedness: I oversaw the modernization of the Town's outdated emergency response manual, with a particular focus on hurricane preparedness and recovery. This proved invaluable when the community faced a Category 1 hurricane (Henri) in 2021. Additionally, I implemented active shooter training, a necessity that was tragically reinforced just months later.

COVID-19: The State's lockdown order contrasted sharply with my approach, using executive authority granted by the Town Council to prioritize both public health and economic stability.

Protecting Vulnerable Populations: My first action was to close nursing homes and congregate care facilities to the public while implementing mitigation measures for staff. As a result, Westerly recorded zero COVID-related deaths among its 350 nursing home residents—compared to a statewide nursing home death rate exceeding 60%.

Maintaining Essential Services: I designated all Town staff as essential workers, setting the standard that municipal services would remain accessible to the public. Departments were given autonomy to determine operational adjustments, making Westerly the only municipality (granted there are only 38- municipalities in the entire State), in Rhode Island to keep all departments open after the initial two-week shutdown.

Preserving Economic Viability: I immediately reopened beaches, refusing to order police officers to cite or block residents from accessing public spaces. When the State permitted liquor stores to reopen, I authorized restaurants to sell takeout liquor and later allowed beachside bars and restaurants to resume alcohol sales—lifting a prohibition in place since 1978. These measures, developed in consultation with elected officials, business stakeholders, and law enforcement, were critical in preventing widespread business failures due to lockdown restrictions.

Vaccination Efforts: I spearheaded the administration of 50,000 vaccine doses at Westerly's municipal vaccination clinic—the only one of its kind in the state. This initiative leveraged a collaboration between citizen volunteers, Yale New Haven Westerly Hospital staff, Town-employed school nurses, and the Rhode Island College of Pharmacy.

Earlier in my career, I partnered with like-minded municipal managers and our health insurance provider, Gallagher, to help establish the Illinois Public Benefits Consortium. The consortium began with four communities and fewer than 1,000 covered lives. Today, it has grown to include nearly 300 units of local government and approximately 5,000 covered lives.
Another innovative solution involved addressing the high cost of GIS and information technology. I worked with a group of municipal managers and a local vendor to develop a cost-sharing model for GIS services, hardware, and municipal software solutions. What began with two communities has grown to more than 100 municipalities sharing the cost of technology systems tailored to local government needs.

Difficult Decisions & Workforce Management

Throughout my public sector and military careers, I have made over 50 termination decisions. My approach prioritizes fairness, professionalism, and respect, especially when decisions are driven by fiscal constraints or shifting policy goals. While I have empathy for individuals, I firmly believe that when employees fail to meet expectations despite support and guidance, termination is sometimes necessary for the greater good of the organization.

Opportunities & Challenges

The challenges present exciting opportunities, which is why I am interested in this position. I bring a proven track record of addressing the very issues outlined in the recruitment brochure, including:

1. Development & Change vs. Preservation & Quality of Life
   - I would work with staff, council, and stakeholders to update the Towns' Vision Statement—ensuring that economic redevelopment aligns with the city's family-centric character and environmental sustainability.
   - My experience in Westerly, RI navigating competing interests while updating the Comprehensive Plan and Harbor Management Plan, has prepared me to serve as an

honest broker—balancing growth and preservation, and quality of life issues related to a coastal community both transparently and equitably.

2. Infrastructure & Financial Planning
   - Aging infrastructure and limited resources are challenges I have successfully tackled in Wheeling, IL, Carpentersville, IL, and Westerly, RI.
   - My approach: Quantify the problem, evaluate financial options, and develop a long-term capital and financial plan to guide political prioritization and community engagement. I have managed over $250 million dollars in public infrastructure in my career.
3. Community Engagement & Communication
   - Effective public communication must meet people where they already engage—whether through traditional newsletters, social media, or in-person interactions.
   - I have successfully engaged with Rotary Clubs, Chambers of Commerce, and local organizations, recognizing that trust in government is built through proactive communication and transparency.
   - My experience navigating community divisions (e.g., horse-friendly areas vs. denser developments) has taught me the importance of balancing competing interests without compromising shared community values.
4. Organizational Culture & Team Development
   - I believe in recruiting for attitude and developing skills, fostering a culture where staff feel empowered and engaged.
   - My adaptability allows me to work effectively in both managerial and administrator-led government structures.
   - I ensure that roles and responsibilities are clearly defined, aligning staff efforts with elected officials' policy goals.
   - My leadership approach fosters trust, accountability, and innovation—resulting in a high-performing, motivated workforce dedicated to service.

DURING MY FIRST SIX MONTHS

I would:

- Have conversations with the Council as a whole and individually listen to and understand current situations and establish short-term (1st year) goals as well as mid-term (2-5 years) goals.
- Meet with the Florida ICMA Senior Advisors and the Town Attorney to familiarize myself with relevant laws and Town codes prior to my starting date.
- Ask the acting Manager and Department Heads to prepare an orientation binder for me. To gain context and insight about who, what, where, why, and how of the organization. I would ask them to include the following items: 1. Information about the organization: people and projects. 2. Departmental goals, objectives and responsibilities. 3. Key policy documents. 4. One-page analysis, by Department, of their strengths, weaknesses, opportunities and challenges. 5. I would solicit suggestions about community leaders and stakeholders I should meet, from a departmental perspective. I would review the list with the Council, to gain their insight and historical perspective.

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- The most critical goal in my transition would be to develop, in conjunction with the Council, a timeline to execute the major infrastructure projects priority list– to ensure the challenges and impacts on major stakeholders were addressed and communicated. Understanding the background and Planning efforts Past, Present, and Future regarding addressing quality of life impacts to access to the beach. Thus, I would focus on understanding the goals and priorities already decided and timeliness were aligned between staff and the Council.

MEDIA RELATIONS AND SOCIAL MEDIA

I have extensive experience working with the media, including major television networks and newspapers. My approach is to maintain open, factual, and transparent communication, ensuring that information is presented accurately and professionally. I defer to the Mayor and Town Council on political matters, while ensuring that administrative operations remain nonpartisan.

Regarding social media, I believe it is a valuable tool for public engagement when used effectively. I support utilizing platforms such as Facebook, Twitter, and municipal websites for providing residents with real-time updates, emergency notifications, and general government information. However, I also recognize the risks of engaging in unproductive debates or misinformation and believe that social media should be managed carefully to focus on community engagement and sharing information that informs the public with professional decorum.

HOBBIES

My wife and I enjoy traveling and outdoor activities from gardening to hiking. I believe in maintaining a healthy work-life balance to ensure long-term effectiveness as a leader.

SIX ADJECTIVES OR PHRASES I WOULD USE TO DESCRIBE MYSELF

- Approachable- ability to relate to and engage respectfully with people from diverse backgrounds and life experiences
- Can-do-Spirit-with thick skin and accepts critical feedback with humility
- Innovative with entrepreneurial mindset (nonbureaucratic)
- A genuinely authentic leader; uses restraint and humor while obtaining results
- Reputation of integrity and ability to say No tactfully and in a manner that my candor is received without creating personal animus
- Leader who inspires trust and builds collaborative teams and breaks down siloes

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REASON FOR DEPARTING PAST POSITION

At this point in my career, I am seeking a challenging position with an excellent quality of life. I believe Juno Beach presents that opportunity. I have also found that it is difficult to prepare for employment interview, and hence, in April, I tendered my resignation. The elected body asked me to stay on until the end of May and then to continue as the Economic Development Director until a coming large scale development project could be approved. That approval has a hard stop of August.

The other reason is I have completed what I set out to do when I came to Campton Hills. Shortly after arriving in Campton Hills, the Village Board and I quickly developed a Strategic Plan that included:

1. Adoption of a new zoning code and zoning map.
2. Rewrite of the Comprehensive Plan to preserve low-density development and protect farmland.
3. Boundary and redevelopment agreements to prevent tract housing encroachment from neighboring communities in all directions.
4. Completion of an Affordable Housing Plan to help protect the community's character and reduce the potential for state-imposed density that could threaten single-family zoning.
5. Stabilization of revenue sources without creating a property tax.
6. Correction of the operating budget's structural deficit without reducing services.
7. Creation of a capital plan for road maintenance.

Instead of taking the originally projected four to five years, we completed the goals in less than three. Hence once the aforementioned development is approved, I will have fulfilled my commitments to Campton Hills and can focus on those of myself and my family – that is, working and living in Florida by hopefully serving as Juno Beach's next Town Manager.

There is nothing in my background that would cause embarrassment or controversy.

CURRENT / MOST RECENT SALARY

Campton Hills $ 172,500, Westerly $176,000 and Round Lake Beach is $193,500.

Section 9

J. MARK ROONEY

Exhibit A

EXPERIENCE

Village Administrator / Economic Development Dir., Campton Hills, IL Oct 2023-present
Pop 10,834 20 Full time/10 PT w/3 direct reports Budget $4M

Village Administrator, Round Lake Beach, IL Oct 2021-June 2023
Pop 28,224 75 Full time/22PT w/5 direct reports Budget $41M w/ $28M Gen Fund

Town Manager, Westerly, RI May 2018 -Sept 2021
Pop 25,225 Summer 52k 180 FT/75 PT w/12 direct reports $98M/$40M Gen Fund

Village Manager, Carpentersville, IL 2010 – Feb 2018
Pop 39,287 178 FT/42PT w/7 direct reports $65M/$30M Gen Fund

Chief of Staff, North Chicago, IL 2009 – 2010
Pop 36,000 172 FT/18 PT w/4 direct reports $37M/22M Gen Fund

Village Manager, Wheeling, IL 2003 – 2009
Pop 36,000 260 FT/45 PT w/8 direct reports $96M/54M Gen Fund

City Administrator, Highwood, IL 1996 – 2003
Pop 5,600 41 FT/18 PT w/ 7 direct reports $28M/24M Gen Fund

Section 9

CB&A Background Checks

Background Check Summary for
JAMES "MARK" ROONEY

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Lake County, IL	No Records Found
Kane County, IL	No Records Found
Washington County, RI	No Records Found
State	
Illinois	No Records Found
Rhode Island	No Records Found

Civil Records Checks:

County	
Lake County, IL	No Records Found
Kane County, IL	No Records Found
Washington County, RI	No Records Found
Federal	
Illinois	No Records Found
Rhode Island	No Records Found

Motor Vehicle	
Illinois	No Records Found
Credit	Excellent
Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

Section 9

Background Check Summary for
JAMES "MARK" ROONEY

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

Background Check Summary for
JAMES "MARK" ROONEY
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: James Mark Rooney

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes ☐ No ☒
7. Have you ever sued a current or former employer?
   Yes ☒ No ☐
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one.
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No ☒
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

Attested to: J Mark Rooney
Signature of Applicant

Background Check Summary for
JAMES "MARK" ROONEY
Personal Disclosure Explanation

Personal Disclosure Questionnaire

Name of Applicant: J. Mark Rooney

10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

- Jim Kelly – A former Village of Wheeling Building Inspector sued over his dismissal in 2008.
    - The Village settled on the eve of the trial in 2013 to avoid further legal costs as advised by the insurance carrier.

- Nannette Burns – A former Village of Carpentersville finance employee sued over her dismissal.
    - The insurance carrier for the Village, over the objections of the Village Board, forced settlement as the case would exceed Village SIR.

- Nancy Markey – A former Town of Westerly human resource employee sued over her dismissal.
    - The insurance carrier recommended settlement as the settlement cost was less than Town SIR.

- J. Mark Rooney – Filed a lawsuit against the Village of Carpentersville for breach of contract and violation of the Illinois Wage Payment and Collection Act.
    - At the end of my tenure at Carpentersville, the Village and I agreed to a settlement which was a little less than the severance clause in my contract. The cost to the Village would have been about $80,000. Unfortunately, the Village then reneged on the agreement, and I filed suit to enforce the contract. After two and a half years, the Village settled the suit for about $240,000

Note: The cost of taking a case to trial is significant enough that insurance companies often settle cases, even when they are without merit as were the first three cases listed above. It is simply cheaper to agree to a small settlement, and many attorneys know that.

CB&A Reference Notes

Reference Notes
J. Mark Rooney

Jim McKelvie – Former Trustee, Campton Hills, IL 630.248.4928

Mr. McKelvie has known Mr. Rooney since 2023, when he hired him to be the Village Administrator for Campton Hills. They interviewed several candidates, and he felt that Mr. Rooney was the best fit. Mr. Rooney brought much municipal work experience with him and knew how to accomplish things. The Village had begun work on a development project and had spent a substantial amount of time on pre-work before Mr. Rooney came on board. Now, the project is close to being completed, and Mr. Rooney's leadership has been critical for this.

Mr. Rooney made wise hiring decisions, including hiring a treasurer and a few other positions. Most of his reports were already hired when he began his position. Mr. Rooney made sound decisions and was cognizant of the fact that board members and others were coming from various backgrounds and political parties. He handled that well.

Mr. Rooney was innovative and a chess player in thinking about what actions might be necessary in the future in relation to what they were working on now. He was often out in the community, especially because they redid the zoning, and there were several public hearings, which he successfully handled. He kept the public well-informed. Things can become contentious in a semi-rural community, and Mr. Rooney was patient and never got angry. He seemed to handle stress well, and Mr. McKelvie did not observe him to be affected by stress.

Mr. Rooney has a military background, which makes him a disciplined individual, and this contributes to his leadership abilities. He did not hand out orders to anyone but was very much an influencer who understood there were various opinions and voices at the table. There was a Village President who was not experienced in development and had some preconceived ideas of how things should happen. Mr. Rooney explained his past experiences and laid out reasons for why they needed to do things in a certain way for the developer. The President was naive about the process, and Mr. Rooney handled her with "velvet gloves."

Mr. Rooney came into his position with experience with larger budgets than what he handled in Campton Hills. There were often public hearings related to the budget, and Mr. Rooney responded to questions and communicated with the public well. He helped the treasurer through various challenges along the way. Mr. Rooney always had a timeline he followed, and if he needed to extend that, he communicated that up front. He was normally on time with tasks that needed to be accomplished.

Mr. McKelvie is not aware of Mr. Rooney's involvement in anything controversial. He does not know of anything about Mr. Rooney's conduct or past that would be a cause for concern for a client. Mr. McKelvie would hire Mr. Rooney if he could and does not know of anyone who would have a different opinion of him.

Reference Notes
J. Mark Rooney

Words used to describe Mark Rooney:

- Patient,
- Persuasive,
- Excellent listener,
- Diligent,
- Follows through, and
- Great with the public.

Strengths: Excellent communicator, great follow-through with Trustees, keeps colleagues well informed, and is proactive.

Weaknesses: Mr. Rooney was maybe a little too patient with a couple of the Trustees. He could have been stronger with them, but this could be seen as either a strength or a weakness.

Tracy Johnson – Village Clerk, Campton Hills, IL 630.865.1167

Ms. Johnson has known Mr. Rooney since 2023, when he was hired as the Village Administrator. Mr. Rooney's job performance has been exemplary, and she has always enjoyed working with him. It has been easy to accomplish things with him. Mr. Rooney has always been helpful and has made the process easy. Ms. Johnson and Mr. Rooney met often by phone, but he also came to her office to discuss what they were working on. They attended regular Board meetings together and worked with the City Attorney.

Mr. Rooney was not heavily involved in hiring personnel, as most of his direct reports were previously hired by the Village President. He did bring in a consultant for building and zoning, which has worked out well for them. Mr. Rooney is innovative and would likely have accomplished more if his hands were not tied by those who opposed changes. He showed strong leadership and could rally his employees around getting projects accomplished. The Village is unique in terms of the environment and how they do things. There was a big ceiling Mr. Rooney just could not break through.

Mr. Rooney worked closely with the zoning and building officer to get some ordinances passed. Currently, he is working on securing stuff for development. He is adept at problem solving and seeing projects through to completion. Mr. Rooney has strong financial skills and has accurately predicted how their budget would be impacted in the future. He told the Board two years ago that they would have a 400k budget deficit, which was spot on. Mr. Rooney also managed the 2027 budgeting process. He has accomplished tasks on time.

Mr. Rooney seems to handle stress well, considering some of the difficult people he has had to interact with and manage. He maintains a level of calmness even in challenging situations. People have said derogatory things during meetings, and he still manages to move on without it

affecting him. He has really helped the Village financially and successfully got them caught up. If the working environment had not been so difficult, Mr. Rooney probably would have remained in his position.

Ms. Johnson does not know of Mr. Rooney's involvement in anything controversial or of anything about his conduct or background that would cause concern for a client. She believes he would make a great Town Manager and would hire him if she could.

Words used to describe Mark Rooney:

- Easily identifies what needs improvement,
- Strong follow-through,
- Great at envisioning opportunities and presenting them to the Board,
- Comes up with funding ideas to rectify budget deficits,
- Go-getter, and
- Calm.

Strengths: Always moving, does not sit and procrastinate, out there accomplishing things, "no moss grows underneath his feet."

Weaknesses: Mr. Rooney could have been stronger in terms of supervisory matters. He respected the wishes of the Village President, thinking she was supervising everyone. His hands were tied, but he possibly could have taken the lead more strongly.

Mr. Frank Binetti – Trustee of the Board, Campton Hills, IL 708.899.3979

Mr. Binetti has known Mr. Rooney since 2025, when he was elected as a Trustee. Mr. Rooney is experienced and highly knowledgeable about how municipalities run. He understands the day-to-day functions and all of the intricacies. Mr. Rooney's job performance has been excellent, but he could probably use an administrative assistant to help handle certain daily tasks. His experience has been with larger municipalities with more staff and resources than they have in Campton Hills. Mr. Binetti and Mr. Rooney interact during meetings, through emails, in one-on-one meetings, and by phone.

Mr. Rooney has made sound decisions while trying to manage difficult personalities on the board. He has not needed to make many hiring decisions because the Village is small, but he knows how to tap into resources when he needs to do this. Mr. Rooney is innovative and enjoys coming up with creative solutions. He is definitely an active leader rather than someone who sits at a desk and manages processes. He is normally out in the community interacting with the public and attending events, but living in Glenview makes it difficult for him to do that as much as he probably could.

Reference Notes
J. Mark Rooney

Mr. Rooney is a strong problem-solver. They have been working on a 900-unit subdivision project for the Village. Mr. Rooney has worked closely with the developer, the attorney, the school district, the fire district people, and other community officials in order to try to balance everyone's needs for the project. He sets good expectations for different groups and understands what is within or outside of their ability. Mr. Rooney is an excellent communicator.

Although Mr. Rooney understands the finances and what needs to be done, he oversaw a treasurer who had some challenges, whom he could have provided a little more oversight over. He accomplished tasks on time. Where there are stressful situations, Mr. Rooney tries to create solutions to get around them. He rallies the Trustees and the President when dealing with challenging situations. There is a heavy amount of conflict on the Board, which creates stress, and Mr. Rooney does not have a clear direction because of this. He also deals one-on-one with people.

Mr. Rooney has not been involved in anything controversial since Mr. Binetti has known him, nor is there anything about his conduct or background that would be of concern for a client. Mr. Rooney has moved around municipalities often, which could be seen as an issue, although that seems to be the standard for this industry.

Mr. Binetti would hire him if he were working in a different municipality with a larger budget, but not in a smaller community like Campton Hills. Mr. Rooney has more experience than they are capable of supporting. With his knowledge, experience, and background, he would make a great Town Manager. Mr. Rooney is a driven, motivated person who wants to see growth, and he would be an excellent fit for the right community with the right support.

Words used to describe Mark Rooney:

- Motivated,
- Productive,
- Great listener,
- Willing to help people,
- Understanding, and
- Knowledgeable

Strengths: Knowledge, experience, large number of contacts in the industry, and relationships and resources he can tap into.

Weaknesses: Needs assistance with overall organization and administrative tasks.

Ed Morrone – Former Town President, Town of Westerly, RI 401-932-4768

Mr. Morrone has known Mr. Rooney since 2018, and was on the Council that hired him. Mr. Rooney did a remarkable job. Westerly is a tight Italian generational community, and it is not

easy to assimilate in a place where everyone knows everyone, and they are all related. Hiring him was a leap of faith, but Mr. Morrone sensed something in Mr. Rooney during the interview process and was never disappointed with the selection. Mr. Rooney became so much a part of the community.

Before you can be a good manager, you have to be a good person, and Mr. Rooney was. A mechanic in the Public Works Department was killed on the job shortly after Mr. Rooney was hired, and he found out after his plane landed in Illinois to spend Christmas with his family. He hopped on the next plane back and never went home to his family that Christmas. He and the Police Chief went to the home of the family to console them. He could not have been more warm, gentle, and caring had he been the manager of Westerly for years, which speaks highly of him. He made a wonderful mark with his performance, his empathy, and his ability to assimilate into the community. He was not perfect, and he had some rough edges, but the human part of him and his loyalty are extraordinary.

Since Mr. Rooney was not able to return home for Christmas after the accident, Mr. Morrone invited him to spend Christmas with their family. While there, Mr. Rooney noticed the volunteer firefighters preparing to protect the community from stray fireworks and walked over to shake everyone's hand and thank them for being there on a holiday. He was authentic and had a great perspective from his military experience. He could not be intimidated, but he had an affinity for the community, and the residents cared about him.

When hiring, Mr. Rooney fully vetted the candidates, but some applicants do not always show their weaknesses in the process. He kept the Council informed and worked with them as a team, and he did not favor individual members. He anticipated as much as he could and then moved forward to accomplish much.

A pond in Westerly was decimated and ruined by Hurricane Sandy, and the dredging was stuck in the permitting process. Mr. Rooney led the process to move 35 cubic yards out of the pond in the dead of winter. Once the pumps were turned on, they could not be turned off because they would have frozen. The process was fascinating, and he handled it well.

The constitution in Rhode Island guarantees access to the beach for residents. For decades, the topic has been contentious. Mr. Rooney led the process to determine the right of way and had the area surveyed and marked so there would be no question in the future. Some of the paths were overgrown or blocked by fences, and he led the process very well. The end product was successful, though it was not easy working with wealthy individuals who think they own the water. Another instance of his problem-solving ability involved a veteran's group that was fractured. He brought them together to resolve the issues.

Mr. Rooney and the Police Chief had an exceptional relationship and worked extraordinarily well together. They faced a host of recurring issues related to COVID, with closures and restrictions on bars and businesses. They were timely in submitting reports to the state and the Department of Health. Their vaccination program was excellent, and they vaccinated hundreds of

residents seamlessly. They utilized the senior center, staff, and more to accomplish the goal. They pulled together, and the effort was the pride of the community. As an added challenge, their Governor was appointed to a federal board but did not relinquish control, so the Lieutenant Governor's hands were tied. As such, Westerly could not depend on state assistance, but they still moved forward through Mr. Rooney's guidance. He showed great leadership and received only praise for his handling of the vaccine process. He was fearless in an unprecedented and uncertain time.

Mr. Rooney handled the City's finances like his own; he was very astute. Their bond rating rose way up, and he did not overextend the community. He worked very well with the Finance Director and planned for the future. He was respected by everyone, even those who may not have liked him personally. He was hands-on and worked with staff in the trenches. He led by example. He was very loyal to the community and rode on police boats on weekends to monitor the harbor as part of the mooring and safety program.

One Fourth of July weekend, Mr. Rooney picked up Mr. Morrone, and they drove all over town to talk to business owners in the beach area. In the 45 years that Mr. Morrone has been in business, no town official has ever stopped to talk to him on a holiday. Extend yourself, and people respond, and the word gets around. Actions like this are why Mr. Rooney is so well respected. He is professional and has so much going for him.

Mr. Rooney has done so much for the community and moved them forward, kicking and screaming at times. He brought them through controversy successfully. One such issue related to roads the City plowed for years, even though they did not own them, and another was related to a bond issue. Everyone in the community loved him because he was committed to the job and the safety of the community. He was not only respected in the community but also in the state. Any community would be well-suited to have him.

Mr. Morrone has tremendous respect for Mr. Rooney and misses him both personally and professionally. He did a wonderful job in Westerly and is a good family man.

Words or phrases used to describe Mark Rooney:

- Devoutly religious,
- Caring father,
- Laughs easily and appropriately,
- Still knows how to have fun,
- Humble and
- Loyal friend.

Strengths: Committed and loyal, extends himself, does what is right for the community, professional.

Weaknesses: None identified.

Reference Notes
J. Mark Rooney

Lisa Pellegrini – Former Development Services Director, Westerly, RI 860-227-9057

Ms. Pellegrini has known Mr. Rooney since 2018 and reported directly to him until 2021. Mr. Rooney was an excellent manager. Communication was a two-way street, and they were good at keeping each other informed.

Hiring decisions made by Mr. Rooney were excellent, and he made good decisions in general. He thought outside the box and was quite innovative. His vast experience was helpful, and he understood the basics of town government as well as the nuances of each community he served. He easily identified key individuals to work with him, which was a gift. He knew how to assess the task and put the best group together to complete it.

Immediately upon arriving in Westerly, Mr. Rooney eagerly met everyone and talked to them, and he continued to be active in the community. He met with various groups to establish communication and was highly effective. When COVID first hit, he realized they could not shut down completely or they would lose that personal connection. Westerly was one of the few towns that stayed open, but he was also sensitive to residents who were uncomfortable or at high risk and found ways to safely connect with them. He hired employees who were good at making those personal connections. The executive team interacted with each other, and their projects coordinated with each other. He effectively overcame the silo mentality that existed when he arrived to create a very interactive group. He empowered Directors to make changes in their department for the good of the organization. Working with him was a wonderful experience.

The Town had been working on its comprehensive plan for ten years when Ms. Pellegrini was hired, and it fell under Development Services. The Council seemed afraid to make any decisions before adopting the plan, so they created many different committees and bypassed the Planning Board. Mr. Rooney held meetings and really listened to the obstacles that the senior leadership team was facing. He identified two members of the Council to bring into the process and helped everyone realize that the Planning Commission needed a new Chairman. Once the new Chairman was in place, they were able to complete the comprehensive plan. Mr. Rooney was highly supportive not only of the Council members but also of the staff and the public. When residents were abusive in public meetings, he remained positive and did well in his approach to them. Another issue was when some wanted to remove the Columbus statue in town. He kept everyone calm and helped diffuse the situation. The statue remains, and everyone is calm.

Mr. Rooney is absolutely customer service oriented, and he has excellent financial skills. To relieve stress, he exercises. When upset, he stays very cool but is direct, so you know what the issue is. Working with him was refreshing compared to a manager who is passive-aggressive and will not tell you what the issue is. He talks to staff about any issues and expects them to fix them, but will assist if they are having any trouble. When they need guidance, he breaks down the situation to help them determine how to move forward, rather than taking over. He has an excellent leadership style, most likely from his military career.

Reference Notes
J. Mark Rooney

Everything in Westerly is controversial. The former HR director blamed Mr. Rooney for something related to COVID that was not his fault. Everyone in the organization feels that the accusations are unfounded. Nothing in Mr. Rooney's background would embarrass an employer.

Ms. Pellegrini would hire Mr. Rooney, and his departure was a significant loss. When Ms. Pellegrini's parents both died in a short time frame, he encouraged her to take time off. He cares about the staff. He was an excellent and dedicated manager.

Words or phrases used to describe Mark Rooney:

- Fearless,
- Dedicated,
- Loyal,
- His word is his bond,
- Fiscally conservative,
- Compassionate,
- Willing to mentor staff, and
- Seasoned.

Strengths: Unified everyone in one direction, kept everyone in sync, encouraged discussion and working together to accomplish crazy, impossible things, excellent leader.

Weaknesses: At times, he expected much and perhaps moved at too fast a pace. However, you could tell him you needed to slow down a little, and he would acknowledge it. He was just on overdrive most of the time and had an enormous amount to do.

Kay Teeter – Former Trustee, Carpentersville, IL 847-894-8804

Ms. Teeter has known Mr. Rooney since 2010, when he was hired as the Village Manager. She was a Village Trustee for ten years and worked with Mr. Rooney as the Village Manager for five of them. She served on the Business Development and the Planning and Zoning Commissions after she left the Board.

In terms of job performance, Mr. Rooney was on point. They did not hire him because they wanted people to like him, although he was a nice person. Change was absolutely necessary for Carpentersville. Staff had not been held accountable by the previous manager. Hiring was done based on who you knew, and the previous manager was personally doing some of the work that employees did not know how to do. They conducted an intensive interview process because they needed a change agent who could sustain a high-performance group. They selected Mr. Rooney, and he was the right person for the job.

Mr. Rooney came in and counseled some of the employees, so they improved, and they remained with the City for a long while. Some were already doing well, and he solidified them. When employees left or were not performing, he helped identify the qualities needed for that position,

so they hired the right person to replace them. He always did what needed to be done. He made good decisions because he always focused on what was good for the whole and not one single entity.

Mr. Rooney attended every community event and many of the community meetings. When interacting with the public, he was very friendly, open, and approachable. He greeted people with respect and listened to their comments and concerns. He was excellent about keeping the Board informed, and he met deadlines.

The departments were not working well together, which made community development very challenging. Developers and business owners met with one department and were given a to-do list. When they completed that list, they went to the next step and were given a second list, etc. The back and forth was incredibly frustrating for them. Mr. Rooney helped the departments put a master list together while putting the right staff in place, even if it meant moving employees around. He balanced out the issues and helped the departments work together. It was decided that when someone wanted to do something in the Village, every department that needed to be involved in that particular project would sit at the table for the very first meeting. It not only streamlined the process but also made it customer-friendly. The changes were significant and wonderful.

The person who owns the business that employs the most residents would not do any economic development in Carpentersville because the departments gave him grief, and the process was not defined. He was very critical of their organization and took his business to surrounding communities. After the process was changed, he did business development in Carpentersville and spoke well of the City. The business owner saw Mr. Rooney's leadership and was willing to invest in the community.

The Public Works Department had not been remodeled since the 1950's. The plan to remodel it received much pushback from the community, but Mr. Rooney guided them through the process and helped them see the vision. After the project was completed, the residents were so excited about the changes, even those who complained in the beginning. The right thing to do is not always the easy thing, but Mr. Rooney could always discern the right thing to do and work in the right direction. He brought the project in under budget because he utilized the staff for the project when he could. With the money saved, he did an expansion and redevelopment of their City Hall, which had not been updated since the 1970's. He helped the Board see the possibilities when they could not envision them. Mr. Rooney realized that investing in the staff was beneficial and helped the organization to be more efficient. The result was wonderful.

The Village had never saved for capital purchases and projects before. Mr. Rooney put money aside every year so that when they needed to buy a fire truck or ambulance, or needed to paint the water tower, the funds were already available.

The Village had full-time and part-time firefighters. The part-time firefighters filled in the gaps and were cost-effective because they did not require benefits. The full-timers tried to get rid of

the part-timers to increase their own pay by demanding that all firefighters have the same education level. Rather than dismissing the part-time firefighters, Mr. Rooney and the Board worked with the part-timers to increase their education. An additional benefit is that they were able to step into a full-time position as openings occurred. The full-timers went public with allegations that Mr. Rooney was against fire safety and claimed he was a detriment to the community. The situation was very controversial, but none of what they claimed was justified or accurate. Ms. Teeter was not aware of anything controversial in Mr. Rooney's history.

Ms. Teeter would hire Mr. Rooney. He was a great leader for Carpentersville; he did the job that needed to be done.

Words or phrases used to describe Mark Rooney:

- Driven,
- On purpose,
- Open,
- Futuristic, and
- Visionary.

Strengths: He looks at a situation from both perspectives because he is objective, but he does have a heart. He sees what changes need to be made and what strengths the organization already has. He was very good at working through the process and provided the Board with enough information to make educated decisions.

Weaknesses: He has a military background and, at times, could be more focused on the task at hand rather than being warm and fuzzy. He is very personable, but he is also strong-willed, which is not a bad thing if it is channeled in the right direction. He was sometimes so passionate, and he could be softer when presenting his ideas.

David Frasz – President, LaFox Civic Association, LaFox, IL 630-514-2153

Mr. Frasz has known Mr. Rooney since 2024. Mr. Frasz was a board member for 15 years and was active in various local communities. As the President of the LaFox Civic Association, he has been overseeing his organization's work on a development project. Mr. Rooney, as the Village Administrator of Campton Hills, proposed getting the project they support. Mr. Rooney is highly knowledgeable, and his experience has been valuable to them. Currently, they are at a point in the project where they are not only looking at the larger picture but also at the many details that need to be managed. Mr. Rooney's skills and expertise have been excellent in managing the various aspects of this project.

Mr. Rooney is polite and professional. They communicate often by phone and attend weekly meetings together. Mr. Rooney makes solid decisions and has been able to successfully lead LaFox through the various hurdles they have needed to overcome in order to accomplish the

project. Mr. Frasz is a community activist who thinks in terms of annexing the projects they need and sees the larger picture, but Mr. Rooney's strength lies with nailing down the small details. He accomplishes tasks on time.

Mr. Frasz has not observed Mr. Rooney to be affected by stress. He has a great background, which includes military experience and handling government real estate matters. He does not live in the LaFox area but has been a quick learner. Mr. Frasz has not been in a position to observe Mr. Rooney's financial skills. If Mr. Frasz were hiring an Administrator, Mr. Rooney would be in the final top three candidates. He would make an excellent Town Manager. Mr. Rooney has been an excellent fit for leading their current development project.

Words used to describe Mark Rooney:

- Knowledgeable,
- Experienced,
- Polite,
- Professional, and
- Detail-oriented.

Strengths: Knowledge of City and Village government, completion of projects related to running a Village.

Weaknesses: Could be a better listener, seems to dominate meetings.

Oneida Fehring – Administrative Assistant to the Police Department and Village Manager
Carpentersville, IL 224-293-1660

Ms. Fehring has known Mr. Rooney since 2013. She has worked for the Village since 1999 and is the Administrative Assistant for the Police Department. After his administrative assistant left, he began utilizing her as his administrative assistant, too, until he left in 2018.

Mr. Rooney was tough, but fair. He was the best Village Manager they had during her tenure. He made good decisions when hiring and liked to promote from within if he found the talent. He made good decisions in general.

The Village was rundown with many potholes when Mr. Rooney was hired. She never would have moved into the Village at that time, but with the upgrades and changes that he introduced, she would gladly move into town. He maintained operations at a high level.

Mr. Rooney was often out in the community and was very friendly with residents. He was always happy and shook their hands. When residents called, he answered the phone and spoke to them. He was heavily involved in the community.

Even though Ms. Fehring was an admin, Mr. Rooney always treated her as though she was part of the senior staff. His leadership was exceptional. All department heads did their best to please him and did whatever it took to make sure the organization was running smoothly and efficiently. He had good financial skills and was responsive.

Controversy always exists in municipalities, and people do not always agree, but those who were critical of Mr. Rooney did not always see the whole picture. Ms. Fehring did not believe that anything in Mr. Rooney's background would concern an employer. People did not complain about Mr. Rooney to Ms. Fehring because she came to his defense, but she acknowledged that sometimes union employees were unhappy because they did not get their way.

Ms. Fehring would hire Mr. Rooney and enjoyed working with him; he is excellent. The Town really turned around through his leadership. When he was walking to her office, he spoke to people on the way to find out how their day was going. He was very involved in City Hall. He was with Carpentersville longer than any previous manager and was more than fair. An employee in Finance told Ms. Fehring she was very grateful to him because he gave her the opportunity to prove herself. He offered a position in payroll to another employee who did data entry for the Police Department, and it worked out very well. He encouraged talent and made sure that employees grew within the organization. He was fantastic.

Words or phrases used to describe Mark Rooney:

- Fair,
- Great leader,
- Good-natured, and
- Great leadership skills.

Strengths: Leadership, knows how to lead his department heads. The Village ran so much better, and camaraderie between departments was better than it had ever been.

Weaknesses: When people did not follow orders, he called them into his office, though this did not happen as frequently as time went on.

Kathy Lamkin – Former Human Resource Director, Carpentersville, IL 630-464-4690

Ms. Lamkin has known Mr. Rooney since 2015. Another manager recommended her to Mr. Rooney, and they worked together from September 2015 to January 2017. She has also done Human Resource consulting.

Overall, Mr. Rooney had excellent job performance. He was highly analytical. He was hired to help Carpentersville from a budget perspective and did an excellent job. He was a good match for the Village at that time.

Reference Notes
J. Mark Rooney

Everyone makes a mistake or two, but Mr. Rooney made good hiring decisions overall. He made great decisions for the organization. From Ms. Lamkin's perspective in Human Resources, she would have liked him to think more about the individual employee, but she understands that the Manager must look at the big picture.

Mr. Rooney is definitely innovative. He came up with many ideas, some of which Ms. Lamkin questioned, but they almost always worked. If someone does not like change, they might be frustrated working for him because he always has new ideas to try. When employees do their work, he is good to them. If they do not, they will know they are not meeting expectations.

Mr. Rooney attended Board and staff meetings. He kept Ms. Lamkin informed most of the time, but she was only in the office three days a week, which made it challenging. When she felt she should have been informed about something, he always listened. He was always responsive.

During a Police Department investigation, they had to decide how to handle it to keep an employee from filing charges. Mr. Rooney asked some questions and helped them determine the best route. He used the newspaper test, meaning he asked them what each decision would look like on the front page of the newspaper.

The Fire Chief was investigated, and rather than being fired, he was given the option to retire. He then ran for Mayor and won, which created a very uncomfortable situation. This Chief grew up in the Village. Ms. Lamkin gained a great deal of respect for Mr. Rooney during this time. It was a difficult decision, and asking for the Chief's resignation could have been the end of Mr. Rooney's career. Even so, he did what was right for the organization. Also, there was a situation about a disagreement that ended up in the paper. Ms. Lamkin did not know much about it, except that Mr. Rooney was exonerated. In Illinois, Administrators do not hire their department heads. Mr. Rooney will do better if he has control over who his department heads are.

Depending on the culture, Ms. Lamkin would hire Mr. Rooney. He was not a good fit for her client, who was focused on doing everything for the employee, even if it meant changing the rules. To be clear, Mr. Rooney was fair to employees and offered benefits that were cost-neutral to part-timers, but he did not bend over backwards to make sure that everyone got what they wanted. In general, she recommended him and enjoyed working with him.

Words or phrases used to describe Mark Rooney:

- Smart,
- Creative,
- Wants to do the best for the organization,
- Loyal, and
- Assertive.

Reference Notes
J. Mark Rooney

Strengths: Smart, analytical, understood the politics, kept the Board informed, handled top sensitive issues, including union negotiations or investigations, knew what to tell the Board without getting them involved in the minutiae.

Weaknesses: He could be pretty business-oriented, and some who are sensitive might not think that he cares, as he was just not touchy-feely. While it did not bother Ms. Lamkin, she had hoped he would open up a little more.

Prepared by: Melanie Phillips and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Kane County Chronicle (Geneva, IL)
April 23, 2026

'Way out of line': Campton Hills' internal drama goes public

By BRENDA SCHORY
bschory@shawmedia.com

In a series of blistering emails, Campton Hills Trustee Janet Burson called out Treasurer Patsy Smith as the claimed source of the village's internal friction and Village President Barbara Wojnicki for allowing it, all leading up to the resignation of Village Administrator Mark Rooney.

Smith, the former village president and its lead incorporator in 2007, was appointed treasurer on Feb. 3.

Burson forwarded emails to Shaw Local that she had sent to Wojnicki, Smith, Rooney, Budget Officer Russell Cerqua, another trustee and the village attorney.

Burson's emails claimed that Smith was actively preventing the budget officer from doing his job to prepare the budget for approval by April 30. But in an email, Cerqua countered Burson's characterization of his relationship with Smith.

"Patsy has been a big help to me with understanding the village's finances," according to Cerqua's email. "And I would not be as far along with the budget if it were not for her assistance."

Burson's emails also blistered Wojnicki's leadership.

"This is amateur hour. It's the 'Gong Show.' This is not government," according to Burson's emails.

"We have no functioning government in Campton Hills. There is no leadership. Barbara Wojnicki? Don't make me laugh – or cry. We cannot have government in Campton Hills until both our failed president and Patsy Smith are gone for good," according to Burson's emails. "These two need to go or there can be no Village of Campton Hills."

In an email response to Shaw Local, Smith wrote that "Burson's comments are uninformed, unprofessional, inaccurate, and unhinged."

"It's no secret Trustee Burson desires to have an independent accounting firm step in as Finance Director/Village Treasurer," according to Smith's email. "The only problem is the Village President is given the power of appointment via the Illinois Municipal Code. ... There is a power struggle with Trustee Burson attempting to thwart the Village President's power."

Smith also wrote that she and the budget officer are working as a team, that she is not stopping him from doing his job.

Wojnicki, who was elected in 2023, said Burson's emails are "over the top."

"It's just bizarre to me," Wojnicki said. "I don't respond. I just think she's way, way out of line. This is just a little village and isn't like the U.S. government, like we're in Washington, D.C. ... It's getting so comical and ridiculous. It makes no sense."

Wojnicki said contrary to Burson's emails, officials are working just fine on the budget.

"It's a non-issue. Janet just can't control herself," Wojnicki said. "I don't know where she's going with this. ... We are going to get it done."

In text messages, Burson also claimed that Rooney resigned and that Police Chief James Levand said he would resign as of May 1, both leaving because of conflicts with Smith.

Rooney's resignation letter states he would leave as of May 7, but does not give a reason. Rooney did not respond to a voicemail or email seeking confirmation. He has been village administrator since 2024.

In an email, Levand denied that he submitted retirement plans and wrote that he "can't speak to any conversations or comments made by anyone else."

"I have not provided the Board of Trustees and/or Village President any paperwork for resignation or retirement, including May 1st," according to Levand's email. "I am honored to serve as Chief of Police for the Village of Campton Hills and proud of all the strong partnerships I have built with our residents, businesses, and visitors during the last 12 years."

Levand was a sergeant, then became interim chief in 2023 before being appointed chief in 2024.

When they ran together in 2023, Burson and Wojnicki were on the same team. But now Burson stated in a text that this "is not what anyone voted for."

"All of us who came into this with deep and abiding respect for Patsy's accomplishment in 2007, founding the village, agreed that she could never hold elective or appointed office again – including Barb," according to Burson's text.

Wojnicki said: "If that was said, I don't remember that."

Burson herself made headlines a year ago when the other trustees censured her, alleging closed-session leaks and abuse of other officials.

Smith, no stranger to controversy herself, was appointed as treasurer by the same board that then unsuccessfully tried to rescind the appointment two weeks later.

The next Village Board meeting is at 7 p.m. Tuesday, April 21.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Beacon News, The (Aurora, IL)
September 10, 2025

Annexation for proposed residential development OK'd despite opposition Annexation
Author/Byline: Molly Morrow

Campton Hills is officially annexing land currently part of an unincorporated community in Kane County into the village, as a local developer plans to build up to 900 housing units on the property. Following months of discussion, and despite some opposition at a public hearing, the village board voted at a special meeting on Sept. 4 to annex the land the residential development would be built on into the village, and to approve an annexation agreement between the village, the property's current owner and Geneva-based developer Shodeen Group. This move represents the next step in the project eventually coming to fruition, but it's not the last: the project still needs to go through the village's zoning approval process, and Campton Hills is in the process of considering whether to create a tax increment financing, or TIF, district in the area they've annexed into the village. The project area is 962 acres generally bounded by Route 38 to the north, Keslinger Road to the south, Harley Road to the west and Brundige Road to the east, according to past reporting. Developing this area in the rural unincorporated community of La Fox has been many years in the making. Since the early 2000s, several developers have tried and failed to turn it into a residential development. But this most recent plan by developer Shodeen proposes a less dense housing plan than previous projects, according to past reporting, and has gotten the support of local open space organizations that previously opposed the area's development. Shodeen's plan includes 900 housing units and leaves significant portions of the land as open space, Shodeen President David Patzelt has said. The project is not set to include apartment-style units, nor commercial development, according to past reporting.

The public hearing held on Sept. 4 was originally set for June, but was delayed to give the village board more time to discuss and allow the village to continue working on the annexation agreement, Campton Hills Village Administrator **Mark Rooney** previously said, particularly regarding the agreement's requirement that the developer sell the open space to entities like a forest preserve district or other land conservancy organizations. Per the agreement, roughly 440 acres of the land are to remain open space. However, while the project has mostly been viewed positively by village officials and open space organizations, the proposed project has generated some criticism over its possible impact on local entities like the school district and public library district.

One of the major concerns was between the developer and Geneva School District 304, the school district for the project's development area. In August, after months of negotiating, Geneva 304's school board voted to approve a financial agreement with Shodeen, according to past reporting. That agreement requires the developer to pay the district roughly $6.1 million upfront, with adjustments for the Consumer Price Index over the course of construction. And, if the village moves to establish a TIF district in the area, the agreement requires Shodeen to use tax increment generated by the TIF to pay the district the full cost of tuition for every student enrolled in the district that resides in the newly-developed area for each year the TIF exists.

Shodeen is in support of the terms of the agreement, Patzelt previously said. A TIF district is a sort of economic development incentive in which the value of a property is essentially frozen, and the extra or "increment" taxes created by developing the property go into a special fund used to pay for costs related to improving the area. Though the village has not yet decided whether it will be creating a TIF district in the area, the annexation agreement approved by the board notes that a TIF district is a possibility. The village board recently hired consulting firm SB Friedman Development Advisors, LLC. to study whether the area is eligible for a TIF district. The TIF increment money could potentially be used by the developer to pay for water and sewer infrastructure upgrades intended to increase capacity in the area.

Rooney has said that the village's final decision on whether to create a TIF district would most likely happen after the zoning process and after the developer closes on the sale of the land.

At the village's public hearing on Sept. 4, numerous residents and individuals from entities like the Geneva Public Library District and Mill Creek Water Reclamation District — who could be providing water and sanitary services, per the annexation agreement — voiced concerns, and a few expressed support. The Mill Creek Water Reclamation District, for example, has asserted that the annexation agreement was not formally presented to them, according to a letter posted to its website and a representative from the district who spoke at the hearing. In the letter, the district asserted that it doesn't have the water or sewer capacity to service the area, nor the money needed to pay for infrastructure upgrades.

Rooney said the village intends to let the developer start discussions with the water reclamation district, and that the village wouldn't be involved until it is determined that the area's eligible for a TIF district. He acknowledged that connecting the development to water and sewer would be "very difficult" without a TIF district because the developer would be paying for infrastructure upgrades out-of-pocket.

Patzelt told The Beacon-News on Tuesday that Shodeen "understands that with any development there are significant costs associated with the expansion of the ecologically correct system operated" by the water reclamation district, but said it remains "confident that Shodeen and the district can work together collaboratively to obtain sources of funding."

The Geneva Public Library District has also expressed concerns about the effects of the development. At the public hearing, Geneva Public Library District President Mark Adams said the library district is in "strong opposition" to the plan as it stands now. Library Director Christine Lazaris said the district asked the developer for an impact fee to account for an increase in residents to the area from the development. "Please hold the developer accountable," Lazaris said. She suggested the village either postpone the vote on the annexation agreement to allow for more discussion, or amend the existing agreement. The Geneva Park District also came up at the public hearing as an entity that may be affected by the proposed development. The park district was initially in negotiations with the developer, per a letter sent to the village board and provided to The Beacon-News by Park District Executive Director Nicole Vickers. The letter says the park district requested additional financial support should a TIF district be created, or for the

developer to "voluntarily disconnect" from the park district if a TIF district was instituted. Per the letter, those requests were denied. Patzelt and the park district said they opted not to pursue a developer donation agreement over the TIF matter. In its letter, the park district said it is "not opposed to the annexation or the development itself" and that it remains "open to future collaboration should conditions change." And Patzelt reiterated on Tuesday that a TIF district is still a possible tool for financing the water and sewer infrastructure upgrades.

For the village's part, **Rooney** said on Tuesday that there is "no need for an impact fee" for the park district or library district at this point, unless a TIF district is created. In that case, he said, the village intends to negotiate with the involved entities about the length and terms of the TIF district, and about possible upfront impact money. The development did receive some support from speakers at last week's public hearing, however.

Patsy Smith, who was part of Campton Hills' initial push to incorporate nearly two decades ago, emphasized that this project is the "least dense subdivision proposed in the last 20-plus years, with the most designated open space." Smith argued that, should the village not OK the project, the developer will likely turn to a new municipality — who may not share Campton Hills' priorities for the area. "All of us who moved to Campton Hills desire to be the last person that moves here," Smith said during the public hearing. "But that's just not realistic."

And Bill Zander, the treasurer of the La Fox Civic Association, suggested that the less-dense proposal reduces the impact a development would have on things like traffic and the school district. Ultimately, despite the concerns voiced at the meeting and two failed motions to table the votes to a later date, both the annexation agreement and the annexation of the property into the village were approved at last week's special meeting. All of the village trustees present except Trustee Terese Hopfensperger, who called the process for approval "extremely rushed," voted in favor, with Village President Barbara Wojnicki voting for the annexation agreement because the motion required a supermajority. For Shodeen's part, Patzelt said it is "pleased with the annexation approval steps," and that the developer is "committed to working with all those involved to ensure the vision becomes reality."

The project's next step, according to **Rooney**, would be for the developer to submit a zoning application to the village seeking a Planned Unit Development, or PUD, zoning designation.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Beacon News, The (Aurora, IL)
June 24, 2025

Village mulls annexation for 900-unit residential project Move comes after years of local opposition to area's development Project
Author/Byline: Molly Morrow

Another development project is under consideration for a plot of land in what is currently rural La Fox, an unincorporated community in Kane County, which multiple developers have tried and failed to turn into a housing development since the early 2000s. But, this time, the proposed plan — which features a less dense housing plan and is set to allocate more than half of the area to open space — has the backing of the local open space organizations which have previously opposed the area's development. The project area is generally bound by Route 38 to the north, Keslinger Road to the south, Harley Road to the west and Brundige Road to the east, according to a land plan from the project's developer, the Geneva-based Shodeen Group. It would include 900 housing units, and more than half of the development would remain as open space, according to Shodeen President David Patzelt.

The area has weathered numerous proposals for development, none of which have succeeded over the years. There were proposed projects in the early 2000s, including Grand Prairie and Settlements of LaFox, that never got constructed. At the time, the Grand Prairie development spurred on the formation of the La Fox Civic Association, a local group which opposed the project. The LaFox proposal was passed by the Kane County Board at the time, but wasn't built because of the 2008 financial crisis, La Fox Civic Association President Drew Frasz said.

Then, there was a proposal last year to annex the land into St. Charles, for a development of over 2,000 homes put forward by national homebuilder Pulte Home Company, according to past reporting. The development was opposed by the La Fox Civic Association, along with other local organizations and residents. It was ultimately shot down by the city, according to past reporting. But this new project was pursued differently, its hopeful developer said. Patzelt told The Beacon-News that it essentially pursued the project in reverse of how a development project would typically start out, by meeting with the local organizations and developing the proposal for the land from there. That led to the proposal Campton Hills is set to decide on in the near future, one with a lower density of housing units than past plans for the area and considerable open space, according to Patzelt.

Shodeen is locally based — Patzelt said Kane County is its "sandbox" – and has been part of numerous projects in the area. The group is currently working on a multi-use development with luxury apartments and parking decks in downtown Oswego, and has built units in communities like Geneva and Elburn, per its website. Shodeen has yet to purchase the land for this project, Patzelt said, but has entered into negotiations with the property owner. The 900 residential units proposed in the area would be divided into smaller parcels, Patzelt said at Campton Hills' May 20 village board meeting, with more than 400 acres of open space. The highest density of housing would be near the La Fox train station within the 962 acres the development would sit

on. There are no plans for apartment-style units, Patzelt has said, though they're aiming for a mix of socioeconomic classes to live there. A considerable swath of the proposed development area — including the area around the La Fox train station — is designated by Kane County as a "resource management" area, according to a map from the county's 2040 land use plan. The county's goals for those areas are to support "municipal and county compact, mixed-use growth opportunities while emphasizing wise management of land and water resources," and the county recommends maintaining at least 40% of those areas as open space, per the 2040 plan. But how the area is developed is largely up to the developer and municipality that annexes the land, according to the county.

The proposed project does not include any commercial development, Patzelt said, citing a lack of demand for it. The highest demand for such developments tends to be on heavily traveled roads, he said, and he doesn't foresee the train station within the development generating enough business to warrant any commercial projects there. The area is set to be serviced by Geneva School District 304 and the Elburn and Countryside Fire Protection District, village officials have said. Shodeen is hoping to reach an agreement in which open spaces within the development area are owned by entities like the Geneva Park District and Forest Preserve District of Kane County, Patzelt said. This proposal for the area, despite its long history of failed developments, was generally well-received by officials at Campton Hills.

At the May 20 meeting, Trustee Mike Millette called it "probably the best development plan I've seen for this area." Trustee Janet Burson also expressed support for the development, noting the community backlash that past proposals for the area have faced. "Obviously, it would have been the preference of the community generally to not have any of it," Burson said. "We're trying to, as a community that has made it clear that we're really not interested in high-density subdivisions, trying to get our mind(s) around how to really support this and be in integrity with who we are as a community." Signaling his organization's support for the plan, Frasz, too, alluded to the area's long history of contentious developments that ultimately didn't come to fruition. "Seeing a developer and the community coming in as a team on the first blush visit is like seeing Sasquatch," he said, "so you should take a picture."

Following consensus from the village board, the annexation agreement with Campton Hills is going to a public hearing on June 26. After that, barring any major challenges to the project, the village board can proceed with voting on whether to approve the agreement. From there, Shodeen would seek a Planned Unit Development, or PUD, zoning designation, from the village, according to Village Administrator **Mark Rooney**.

As for the reason for annexation, one benefit for property owners is that villages and cities tend to have more staff and capabilities to manage the land, Patzelt explained. For Campton Hills' part, annexing gives it a chance to shape what happens in its area — and ensure that the project fits its goal of low-density development. "You couldn't just keep thinking that every developer's plan was going to fail year after year after year," **Rooney** said. "Eventually, it was going to happen, and it was going to happen (with) 2,000-2,500 units with not much open space."

Local groups like La Fox Civic Association were seeking a similar end. Frasz said his organization is "not a NIMBY group," in reference to the acronym for "Not In My Back Yard," which essentially refers to opposition by residents of an area to undesirable developments in their neighborhood. According to Frasz, his group saw a development on this land as inevitable, in part because of the area's proximity to the La Fox train station. "Having a Metra station is kind of like having a bull's-eye for development on your area," Frasz said.

Suburbs on the fringes of the Chicago metropolitan area have seen considerable population growth in recent years, according to new estimates from the U.S. Census Bureau. But expansion and higher-density housing developments can be hamstrung by some of the elected officials and residents in those very communities, who say the prevalence of green space, for example, is what caused them to move there in the first place. The La Fox Civic Association had previously supported the Settlements of LaFox plan, but that was the project that went under during the financial crisis. The group opposed higher-density projects that followed, he said, but ultimately found agreement on this most recent pitch.

In addition to fitting its goals of lower density housing and a high percentage of open space, Frasz described a similar development ethos with Campton Hills as a positive aspect of this plan. "Campton Hills has the same exact philosophy as La Fox, as far as promoting smart growth, preserving open space, preserving the rural atmosphere," he said. The Campton Township Open Space Foundation, another local organization, is also in support of this development plan. Its executive director Joe Garbarski told The Beacon-News it's a "win-win" for the area.

Conversations with local taxing bodies — like Geneva School District 304 and the Elburn fire department — are still in the works, **Rooney** said, as the village trustees prepare to vote on an annexation agreement. Campton Hills does not levy a property tax of its own, he noted, though residents of the development, should it come to fruition, would still pay property taxes for the services they receive, like the school district and fire services.

There has also been talk of creating a Special Service Area — essentially a tax levied by the village on the property owner for maintenance and improvements in the area — to help Campton Hills pay for road maintenance and storm water improvements in the development area.

There's also the possibility of an impact fee levied on the developer to provide additional funds for the school district if it were to accept an influx of students, which District 304 Superintendent Andrew Barrett noted brings with it additional transportation and technology needs. He confirmed that the district is currently in conversation with Shodeen and Campton Hills and that the district is "eager to have an agreement as soon as possible."

Negotiations are also underway among Shodeen, Campton Hills and the Elburn and Countryside Fire Protection District, Elburn and Countryside Fire Chief Michael Huneke said. The development area is already within the boundaries of where the district services, but he said it anticipates increased needs as the area's developed. An impact fee imposed by Campton Hills is similarly on the table, as is the possibility that Shodeen might set aside a plot of the land for the

fire protection district to build a new station on down the line, which Huneke said aligns with its long-term goal of having a station in that area as the fire protection district grows. Now, as these negotiations continue, the development proposal will get residents' perspectives at a hearing at the village's next board meeting on June 26.

Patzelt said Shodeen had seen development proposals for this area come and go, and had put in offers for the land in the past. But, even though they've successfully gotten the area under contract, there's still no guarantee the project will go through, referring back to the area's history. "The same thing could happen to us, right?" he said. "We think we may have all the community support, and proof is in the pudding. You got to get approval from the municipality."

But, as the matter goes to the public, Shodeen, the local community organizations and Campton Hills officials are all expressing optimism about the plan for the area this time around — especially after the many years of failed attempts.

"Everything just aligned," **Rooney** said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (Arlington Heights, IL)
June 16, 2025

Campton Hills could annex 962 acres for 900-home development
Author/Byline: Brenda Schory

In a departure from the contentious now-dead project of Settlements of LaFox's more than 2,000 homes in St. Charles, the village of Campton Hills is poised for a smaller, less dense annexation. Geneva developer Shodeen Group this week petitioned the village to annex 962 acres for a project including 900 dwelling units â€" 700 of them single-family â€" and 440 acres of open space. A public hearing is scheduled for 7 p.m. Thursday, June 26, at village hall, 40W270 LaFox Road, Campton Hills. The entire acreage would be in the Geneva 304 School District. The proposed annexation is on the agenda for the school board's meeting on Monday. This proposal is a far cry from last year's contention over Atlanta-based developer Pulte Homes' 970-acre annexation petition. As a result, the city of St. Charles declined to review the project. David Patzelt, president of Shodeen Group, said if officials agree to the annexation, the next step would be to seek to rezone the farmland for the residential development. "The most significant aspect of the (planned unit development) is that we would have approximately 440 acres of open space," Patzelt said. The open space would be north of the Mill Creek greenway and east of the Johnson Mound Run, Patzelt said.

What is even more impressive, said Drew Frasz, former Kane County Board member and president of the LaFox Civic Organization, is that 39% of the residential area will be devoted to open space. That would boost the total open space to 512 acres. The LaFox organization fought Pulte and St. Charles over the density and land use proposed last year. "It was a pleasant change to have the developer start with us and the community to find out what's important to us," Frasz said. Frasz said he encouraged collaboration. "Essentially, we told Dave if we could work something out â€" do something as partners rather than adversaries. I call it reverse development. We sat down with Dave and said, 'How about X number of homes and 440 acres of open space?'" Frasz said. "It made us realize that we have always been partners with Campton Hills and shared the same exact philosophy about open space and smart development." Campton Hills Village President Barbara Wojnicki also previously served on the county board with Frasz and was part of the LaFox organization for 25 years, he said. "Barb offered us the option of annexing," Frasz said. "Why not? Instead of having to beg for the future of our community, we wanted to have a say in our community. … We're just thrilled to be at 900 homes and open space numbers off the chart. … We never thought we would find a developer to do something of such reasonable size and it's just been a pleasure."

Campton Hills Village Administrator **Mark Rooney** also praised the process that led to this new proposal. "This is the very first development in my 30 years in the business where all of the interest groups are all pulling on the oar and rowing the boat in the same direction," **Rooney** said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

https://www.dailyherald.com/20250320/news/campton-hills-drops-zoning-citation-against-trustee/
March 20, 2025

Campton Hills drops zoning citation against trustee
By Brenda Schory

Village officials have dropped an alleged zoning violation against Campton Hills Trustee Janet Burson. The village cited Burson in January, alleging she was running a massage therapy service as a home-based business because she included her home address on her website. She had faced fines of up to $750 per day. During an adjudication hearing on Tuesday, Burson presented the hearing officer Tom Elsner with a 12-page motion to dismiss from her attorney.

"Village, I'll give you time to respond," Elsner said to Building and Zoning Officer James Brown and Village Administrator **Mark Rooney**. "Do you want 30 days to respond? Or do you just want to do something today?"

Brown responded that Burson was in compliance and agreed to dismiss the complaint.
Burson said it was unfortunate that a person cited under the village's code needs to hire an attorney. "The question is, what happens next? What happens tomorrow? Next week? Next month?" Burson said. "It's a broader issue of what the village can and can't do with regulating home-based businesses. I think the motion (to dismiss) makes a good argument that this was not a violation."

Rooney said the village got what it wanted – Burson's compliance in removing her address from her website and removing a calendar where a client can make appointments. "The village is happy to be at the point of dismissal because her attorney gave us in writing that she is now in compliance and not advertising her home-based business," **Rooney** said.

Burson maintained that she did not operate a massage therapy business, West Suburban Pain Relief, out of her home and travels to see clients she used to have in Oak Park. Burson also said the calendar function to make appointments had been disabled.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

https://www.shawlocal.com/kane-county-chronicle/2025/02/25/close-but-no-cigar-campton-hills-cop-settlement-still-elusive/
February 25, 2025

'Close but no cigar': Campton Hills cop settlement still elusive
By Brenda Schory

Campton Hills trustees approved the concept of a settlement Feb. 18 with police officer Dominic DiMaggio, but attorneys are still negotiating the specifics, Village Administrator **Mark Rooney** said. DiMaggio has been on paid leave since April 26, 2024.

The last Fire and Police Commission hearing on Feb. 13 was suspended because attorneys said they were working on a settlement that would be going to the Village Board.

"They did not approve the actual document because we did not have one to approve," **Rooney** said of the Village Board. "One paragraph is crucial. Until we get that paragraph negotiated – close, but no cigar."

DiMaggio was sworn in as a Campton Hills police officer on April 19, 2022. He was placed on paid leave April 26, 2024, his attorney said, at a cost to the village of more than $62,500.

The village provided some records related to DiMaggio in response to a Freedom of Information Act request, but denied other portions of the request.

The Kane County Chronicle filed a request for review of the denial from the Illinois Attorney General Public Access Counselor.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (Arlington Heights, IL)
February 10, 2025

'Yeah, I gave him the finger' Campton Hills trustee in hot - water again over zoning flap
Author/Byline: Brenda Schory Shaw

Campton Hills has cited one of its village trustees, alleging she is operating a massage therapy service as a home-based business in violation of the town's zoning code. Issued by Building and Zoning Officer James Brown on Jan. 24, the citation sets the case of Trustee Janet Burson for a Feb. 18 adjudication hearing. If she fails to attend, Burson risks a maximum of $750 per day fine for the violation, according to the citation.

Burson, who was recently censured by her board colleagues for other issues â€" dismissed the citation's validity. She said she previously operated a clinic in Oak Park, and continues to see clients, but not in her home.

However, Village Administrator **Mark Rooney** said former trustee Darlene Bakk presented evidence at a board meeting in November that Burson has a website where customers can sign up for an appointment at her home.

Village trustees initially indicated they would add massage therapy to a list of special uses allowed under the zoning code, but reversed course in December.

After that meeting, **Rooney** said he warned Burson to change the text on her website so people could not sign up for an appointment at her house. "She told me, 'You can't prove I'm doing it and I'm not changing a … thing,' and gave me the middle finger in my face not once but twice," **Rooney** added. "And the second time, she almost clipped my face."

Burson did not deny **Rooney's** claim. "Yeah, I gave him the finger," Burson said. "I was really angry. He was pushing me on the issue."

Burson said the website's appointment function has not worked since the pandemic. "I do not deny I was uncouth. The ask was inappropriate," Burson said. "They had no business asking me to do anything with it."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Kane County Chronicle (Geneva, IL)
January 5, 2024

Campton Hills to focus on road improvements, hiring a new administrator
Author/Byline: Brenda Schory

Residents of Campton Hills can look forward to road resurfacing in 2024, Village President Barbara Wojnicki said. "We need several of our roads resurfaced and, of course, the funds are very, very lean," Wojnicki said. "We are working with a couple of engineers on a road program." Another issue for officials will be balancing the village's budget, Wojnicki said. "Obviously this year there are no American Rescue Plan Act funds to help with certain expenses – things we'd like to do," Wojnicki said.

The village had some drama in 2023 with the firings of its village administrator and village administrative assistant. Hiring a new village administrator is a priority in the new year, Wojnicki said. "We have an interim village administrator, **Mark Rooney**," Wojnicki said. "He is very, very experienced, easy to work with and it's just great working with him. We are all excited." **Rooney** came to the village after the board approved an employee lease agreement with Govtempsusa, LLC, in September. The Village Board has not yet voted on offering **Rooney** a contract, but Wojnicki said it was unanimous in a consensus of the board to offer him a contract. "Everybody is so open space focused out here. He totally gets it and jumped right in and seems to be going in the right direction," Wojnicki said.

The village also can look forward to a new restaurant at the former The Lodge on 64, Wojnicki said. The village's interim Police Chief James Levand is attending a staff and command school hosted by Northwestern University to prepare sergeants to move up to a chief position, she said. "We're certainly not finished with our chief. He's a great guy," Wojnicki said. The village is waiting for a resolution of a State Police investigation of Chief Steve Millar, who is on paid leave. Wojnicki said Levand can rely on the additional training if he chooses to go to another municipality.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (Arlington Heights, IL)
June 15, 2023

Round Lake Beach administrator out
Author/Byline: Mick Zawislak

Round Lake Beach will be looking for a village administrator after officially parting ways with **Mark Rooney**, who had been on the job for less than two years. The village board during a special meeting Monday approved a separation agreement with **Rooney**, who started Oct. 4, 2021, as the first new village administrator in 28 years. **Rooney** resigned for undisclosed personal reasons effective May 26, per the agreement. Details of his departure were not made public. The agreement reads the parties wanted to resolve differences amicably and agreed not to "disparage or denigrate" the other either orally or in writing.

Rooney is leaving in good standing, which will be acknowledged by the village if any inquiries are made by potential employers, according to the agreement. **Rooney** will be paid for all unused accumulated vacation and get $10,000 less withholdings and deductions. The village will pay for his family COBRA health insurance premium, if he chooses that coverage, for the month of June. **Rooney** was being paid a base annual salary of $193,357, with total compensation of $224,225.

Rooney had 25 years of experience in suburban government, including stints in Highwood, Wheeling, North Chicago and Carpentersville. He returned to his longtime home in Highwood after serving three years as town manager in Westerly, Rhode Island, a tourist town. He replaced Dave Kilbane, who retired in April 2021 after 28 years.

At the time **Rooney** was selected, officials said the village was looking for a highly experienced manager who understood state and county government and who had the experience to sustain and build activity along Rollins Road, its main business corridor.

An internal and external search for a replacement will be conducted, according to the village. "Both myself and the village board are extremely confident our outstanding staff is more than capable of handling this change in structure while we seek an experienced village administrator to lead us into the future," Round Lake Beach Mayor Scott Nickles said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

[CB&A Note: Only the information pertaining to Mr. **Rooney** is included.]

https://biz.crast.net/illinois-has-spent-nearly-5-billion-in-pandemic-funds-heres-how-some-suburbs-used-it/
August 20, 2022

Illinois has spent nearly $5 billion in pandemic funds. Here's how some suburbs used it.
by Shawn Johnson

In Illinois, more than $14 billion is expected to be divided and spent over the next four years from the American Rescue Planning Act, among state, county and local governments. The amount is about 4% of the $350 billion state and local Financial Recovery Fund aid package approved by Congress and President Joe Biden in 2021. The funds were intended to stabilize government budgets, which could experience revenue deficits related to the pandemic, as well as operating expenses to maintain government services during the pandemic. According to a recently released report by the US Treasury Department outlining the first year of ARPA spending across the country, government agencies in Illinois have so far spent nearly $5 billion on a wide range of initiatives and projects. But experts from some government finance organizations have limited details about how that money was spent and its effectiveness.

Round Lake Beach officials last year spent $53,500 received from the American Rescue Plan Act on a COVID-19 vaccination incentive program for their employees.

Village manager **Mark Rooney** said 63 of the city's 73 full-time employees received an incentive of about $1,000 "because it wasn't a mandate."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Herald (IL)
October 21, 2021

Top Priority is Economic Development
Author: Mick Zawislak

Round Lake Beach has a new full-time village administrator for the first time in nearly three decades. **Mark Rooney** has 25 years experience in suburban government, with stints in Highwood, Wheeling, North Chicago and Carpentersville. He assumed full-time duty in Round Lake Beach on Oct. 4 and was sworn in Monday to succeed Dave Kilbane, who retired in April after 28 years.

Rooney returned to Illinois and his longtime home in Highwood after three years as town manager in Westerly, Rhode Island, a tourist town known for its beaches and a summer population of 52,000. Round Lake Beach Mayor Scott R. Nickles said it was a hard decision but **Rooney** emerged from three highly qualified candidates. "We made our decision based on some of the issues facing our village now and in the future," Nickles said. "The future is our economic development and filling our empty voids," he said. The village doesn't have a lot of space for new development, making infill projects a key, he added.

Handling various intergovernmental agreements, continuing cooperation with surrounding communities and hiring a full-time finance director are other considerations moving forward, according to Nickles. **Rooney's** annual base salary is $175,000, with a $6,000 annual car allowance. He must give the village six months' notice if he voluntarily resigns within the first three years and 60 days' notice after that. As an "at-will" employee, **Rooney** can be fired at any time with or without cause.

Rooney's team and leadership approach was cited as a factor in the choice. He noted the stability created by Kilbane and long-term former mayor Rich Hill. "I want to build on the success the village has had," **Rooney** said. In the bigger picture, the Round Lake-area communities work together on regional decisions and understand the economies of scale, he added. The village offered **Rooney** the job on Sept. 4. Days later, he resigned as Westerly town manager. He'd been hired there as interim manager in May 2018 and given the full-time job that August.

Rooney served in the Army for 31 years, including seven on active duty. He retired as a lieutenant colonel in 2014. He was a staff assistant to the late Sen. Paul Simon before being hired as Highwood's first village administrator in 1996. In 2003, **Rooney** was named assistant village manager in Wheeling serving three years before being named manager. He left in 2009 for a brief stint in North Chicago before being hired in Carpentersville. He served seven years in Carpentersville before the village board in January 2018 voted to accept what it considered to be **Rooney's** "voluntary resignation," saying he had stopped reporting for work.

Rooney sued the village, claiming he was placed on involuntary leave and then fired without the severance and benefits he was owed. The parties settled in 2020 for $220,000. Former Buffalo

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Grove Village Manager Bill Balling, who served as interim administrator in Round Lake Beach, said the village was looking for a highly experienced manager who understood state and county government and who had the experience to sustain and build activity along Rollins Road, its main business corridor. "I think we're setting the table with the management structure we have in place," Balling said. "We think we're getting the right person in place to mature the organization" and build on successes, he added.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
Sep 15, 2021

Rooney still on the job in Westerly ... for now
By Dale P. Faulkner

WESTERLY — If you're not sure who's running the town, you're not alone. As it turns out, according to town officials, Town Manager **J. Mark Rooney**, who on Sept. 9 announced his intention to resign, will stay on for at least the rest of this week. But on Monday, the Town Council did not discuss **Rooney's** status during the public portion of its meeting, even though he had already tendered his resignation. The council did, however, go into a private executive session to evaluate **Rooney**'s job performance.

Rooney, who attended Monday's council meeting and participated in the executive session, declined to answer questions for this article, saying he had been asked by the council to refrain from making public comments. Following the executive session, Town Council President Sharon Ahern announced that the council had not taken any votes pertaining to **Rooney's** job performance or on the other topics listed on the agenda for the private session.

On Sept. 9 Ahern acknowledged that she had accepted **Rooney's** resignation and said he had discussed interest in staying on to assist the council with the transition to a new town manager. At the time, Ahern said she anticipated discussing **Rooney's** resignation and offer to stay on for a period of time during the council meeting on Sept. 13.

On Tuesday, Ahern said that **Rooney** was continuing to work for the town. "**Mark Rooney** is still the town manager as of today," Ahern said. "The Town Council has a plan and a firm leadership agenda and because, as you know, we were in executive session under personnel, we were advised by Town Solicitor [William] Conley that we could not discuss any details at this time, but action will be taken on Monday."

When asked whether **Rooney** would continue on for the rest of this week, Ahern initially said she was uncertain she could answer, but eventually said, "Yes. I don't want people to think that the town is without leadership. It most certainly is not."

Ahern said she had communicated with the chairpersons of some of the town's boards and commissions. "I have reached out to some of the board chairs and told them 'Please rest assured we have a plan' so no one thinks we are in an era of disruption," Ahern said. While the departure of a town manager can be "disturbing," Ahern said the position in Westerly and other municipalities tends to be one with a high turnover rate.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
August 3, 2021

Town Council Considers Ways to Balance Transfer Station Budget
Author: Dale P. Faulkner

WESTERLY — A new $50 annual transfer station fee would be charged to all dwellings in the town, and the cost of town-issued orange trash bags would increase by $1.00 under a plan being considered by the Town Council. The fee and bag-cost increase were some of the options developed by Michael Serra, assistant superintendent of the Department of Public Works, as a means to reduce the transfer station's reliance on the annual municipal budget to balance its financial ledger. The transfer station is designated as an enterprise fund that many officials say should be financially self-sustaining based on user fees. The Board of Finance, during deliberations on the municipal and enterprise budgets last spring, asked the Town Council to study the transfer station's financial performance, noting its increased reliance on funds from the town budget rather than fees charged for use of the facility to balance the facility's annual budget. The transfer station is relying on $488,571 from the annual budget in the current fiscal year to balance its $2.96 million budget. In return for the $50 annual fee, which officials said would likely be included with municipal tax bills, property owners and residents would receive a permit that would grant entry to the transfer station.

Serra and Town Manager **J. Mark Rooney** discussed the recommendations with the Town Council during a workshop meeting on Monday. **Rooney** said use of funds from the municipal budget has increased in recent years because expensive equipment used at the transfer station has required replacement. He also reminded the council and residents that the town no longer receives money for recyclable items because of the decline in the international market for recyclable items. The recommendations come as Rhode Island Resource Recovery Corporation, which operates the state landfill in Johnston, which receives the town's trash, is increasing its fees to municipalities. In the current fiscal year, the corporation's fee increase to the town is estimated to result in a 4% overall increase from $1.049 million to $1.086 million and an estimated 13% overall increase in 2022-23 to $1.22 million. Additionally, the vendor that supplies the orange bags is increasing the cost of the bags by 15%. Members of the council stressed that the recommendations they are considering are intended to mitigate reliance on the annual town budget. They also noted that ultimately residents all pay for the transfer station either through taxes that support the municipal budget or fees imposed for use of the facility. "We're not trying to make money. What we're trying to do is close the gap. We need to figure out how we can break even every year," Councilor Suzanne Giorno said. Councilor Caswell Cooke Jr. said he supported the proposed new permit fee and increase to the cost of trash bags, and said Serra and **Rooney** should be given authority to increase fees when the town is facing increases in the fees charged for use of the state landfill. The council is expected to consider an ordinance that would establish the permit fee and trash bag cost increase in the future. **Rooney** and Serra agreed to study a proposal by Councilor Karen Cioffi to eliminate use of the town-issued trash bags. Cioffi said the bag system would no longer be necessary if the permit fee is adopted.

NPR Radio (USA)
August 22, 2021

Rhode Island Braces for Tropical Storm Henri
Author: Susan Davis

Susan Davis speaks with **Mark Rooney**, town manager of Westerly, Rhode Island, about how the town is planning for Tropical Storm Henri.

SUSAN DAVIS, HOST:
Henri is already dropping rain on New England and hitting the coast with high winds. The tropical storm spent much of yesterday as a hurricane and is expected to officially make landfall this afternoon. **Mark Rooney** is the town manager of Westerly, R.I., and joins us now. Thanks so much for taking the time.
MARK ROONEY: You're welcome.

DAVIS: Other officials in the region today say they're expecting something akin to Superstorm Sandy. Is that what you're preparing for?
ROONEY: That is exactly what we're preparing for because we're - with the high tide of the full moon - causes about a 3-foot rise naturally, and then the 3 to 5 feet of storm surge could be very detrimental because it'll breach the dunes and bring sand and water inland. And that - it leaves a lot of sand on the road and causes a lot of infrastructure issues.

DAVIS: So what kind of preparations are you making, and what have you been telling your constituents about how to prepare for the storm?
ROONEY: Well, we've issued a shelter-in-place at about 9:30 this morning, and we had a temporary - or a recommended evacuation of the area that is most prone to the storm surge. And we're - at this time, we're closing off some of the access roads into the most prone flooding areas on - along the shore.

DAVIS: Have folks been listening to the evacuation order? I know, oftentimes, people decide to stick around even when they're told to leave.
ROONEY: For the most part, they did. The hotels, I think, had check-out this morning in the affected region. And so some of those visitors did leave the cottages or their Airbnb. But we do have - we still continue to have people that come in to the area because they see the Weather Channel. But we do have police cars advising people to leave those areas.

DAVIS: Can you talk us through the preparations that you've made and what you're telling your constituents about how to weather the storm?
ROONEY: Well, we've issued a shelter-in-place to every resident of the community. And in the heavily impacted areas, we have police blocking access into those areas and escorting people out that have gotten in there to do observation or - we had surfers earlier in the day. So those all have been moved out of the area.

DAVIS: What's your biggest concern right now in terms of safety?
ROONEY: Downed power lines. I saw some preemptive shutdowns of gas lines in the beach areas to preclude any problems to the system overall. And they do have crews that will work to restore power as long as the winds are below 35 miles an hour. So they have been working, even in the storm, to restore power. We've got scattered power outages but not widespread.

DAVIS: It's been nearly 30 years since a storm of this measure has affected the New England area. Do you think that the local area is more prepared for a storm like this now?
ROONEY: The communication systems are much more robust now in the coordination between the fire district, national grid and the town, and then we have state assets, as well. That cooperation and interdepartmental level of training is there, and we find that the fire department - they have been staffed up and very responsive this morning to any trees on roads and opening them up within 30 minutes.

DAVIS: All right. That's **Mark Rooney**. He's town manager of Westerly, R.I. Thank you so much for your time.
ROONEY: You're welcome.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
July 24, 2021

Westerly, Former HR Director Settle Lawsuit; Town Admits No Guilt
Author: Dale P. Faulkner

WESTERLY — A lawsuit filed against the town by its former human resources director claiming she faced illegal retaliation and that her rights under whistleblower and family leave laws were violated has been settled out of court for $98,500. The four-count lawsuit filed in U.S. District Court in Providence in December on behalf of Nancy M. Markey, who worked as human resources director for about two years, claimed Town Manager **J. Mark Rooney** violated her rights as a whistleblower and rights she had under state and federal medical leave legislation, as well as rights she had under the federal Family First Coronavirus Response Act.

Terms of the settlement agreement were reached after both sides participated in a voluntary mediation session aimed at avoiding a trial. The agreement does not constitute an admission of wrongful or unlawful acts by **Rooney** or the town, according to terms of the agreement. The Town Council voted unanimously to approve the agreement in late June but did not announce the vote until Monday because the town's lawyers advised not announcing the agreement until it was signed by all parties, said Town Council President Sharon Ahern on Monday.

Lawyers for Markey and the town said the agreement reflected give and take by both sides. "Both parties compromised significantly. I think it's in the best interest of the taxpayers," said Matthew Oliverio, the lawyer who represented the town in the case. By settling early, Oliverio said the town avoided the cost of additional legal representation, which would have started to mount if the case was decided by a judge, regardless of whether the town won the case.

Employment law claims generally involve economic damages related to the claimant's salary and livelihood and whether they found alternative employment and at what level of compensation, as well as an analysis of economic damages including pain and suffering, said Richard Sinapi, Markey's lawyer in the case. Potential settlement agreements are also based, Sinapi said, on clients' risk preference. "My client felt it was a fair settlement and it was acceptable to the town as well and that was the compromise that was reached," Sinapi said. Markey is now working for a school district and is "doing very well," Sinapi said.

According to the agreement, the settlement payment was broken into three components: $32,400 for unpaid wages, less applicable deductions and withholdings; $32,400 for non-economic damages (such as pain and suffering); and $33,700 for legal fees and costs. Markey claimed, in the lawsuit, that **Rooney** retaliated against her after she told him she planned to report violations of COVID-19 protocols she observed in Town Hall in March 2020 as the pandemic started to take hold and wreak havoc throughout the country.

The retaliation continued, the lawsuit alleged, when the town unsuccessfully contested and appealed Markey's application for unemployment benefits. The town argued, according to

Markey's lawsuit, that Markey had been terminated for insubordination and failure to follow leave and attendance policies, but a state Labor and Training Department appeal-hearing officer found Markey had followed routine steps for leaves she took and that there was no evidence of intentional wrongdoing. **Rooney** did not return a telephone message seeking comment for this article but typically does not discuss matters involving employees.

[CB&A Note: We have spoken to the Town about this matter and, we are confident the suit described below is without merit.]

Westerly Sun, The (RI)
February 7, 2021

Westerly's former HR chief sues the town
Author: Dale P. Faulkner

In federal suit, Markey alleges she was fired after blowing whistle on alleged violations

It was the early days of the COVID-19 pandemic last March, and tensions were running high, including on Broad Street in Town Hall. Workers were, allegedly, pushing for permission to work from home and asking for the building to be sanitized and for the public's access to be limited.

According to a federal lawsuit filed recently against the town by Nancy M. Markey, its former human resources director, it was against this backdrop that she was fired by Town Manager **J. Mark Rooney** in retaliation for informing him she planned to report alleged violations of COVID-19 protocols to state and federal agencies. It was, the lawsuit asserts, a violation of both federal and state family medical leave protections.

The lawsuit also describes the mood in Town Hall when two workers tested positive for the coronavirus and detailed concerns with how **Rooney** was handling the pandemic, including whether employees would be informed if other employees tested positive for the virus. Many of the events depicted in the lawsuit occurred prior to Town Hall eventually being closed for a special cleaning and before an appointment-only policy was put in place during the first surge of the virus.

Rooney and Town Attorney William J. Conley Jr. declined to comment or answer questions for this article, citing personnel policies of not commenting on pending litigation. The town has yet to file a formal response to the lawsuit, which was filed Dec. 22 in U.S. District Court for the District of Rhode Island in Providence.

The lawsuit also alleges that **Rooney** failed to quarantine himself after experiencing symptoms of the virus and getting tested and that he ordered Markey not to tell anyone that he had been tested. Other accusations made by Markey include that **Rooney** initially failed to inform her that a Town Hall worker had tested positive for the virus, despite **Rooney** having asked Markey to handle employee COVID-19 issues, that **Rooney** criticizing the state's handling of the virus and that **Rooney** swore at Markey on one occasion.

Rooney and the town are named as defendants in the lawsuit, which contends that **Rooney** retaliated against Markey when he put her on administrative leave the day after she sent him an e-mail stating her intent to complain to state agencies about the town's alleged failure to comply

with COVID-19 executive orders issued by Gov. Gina Raimondo. Markey worked for the town from October 2018 until she was removed from her position in May following her placement on administrative leave in April. The retaliation continued, the lawsuit alleges, when the town unsuccessfully contested and appealed Markey's application for unemployment benefits. "... The director of the Rhode Island Labor and Training Department issued a decision that [Markey] was entitled to unemployment benefits because the investigation conducted by [the department] failed to show evidence of intentional wrongdoing" by Markey, the suit asserts.

The town appealed the director's decision, arguing that Markey had been terminated for insubordination and failure to follow leave and attendance policies, but the appeal-hearing officer found Markey had followed routine steps for leaves she took and that there was no evidence of intentional wrongdoing. "The [hearing officer] further found that the alleged insubordination was centered on disagreement over the handling of COVID-19 protocols that eventually led to her termination, which did not constitute misconduct in connection with the workplace," the lawsuit states. A second appeal by the town to stop Markey from receiving unemployment benefits also failed.

Markey's Family Medical Leave Act claims stem from leaves she took in March and April. The lawsuit also alleges Markey's rights under the federal Families First Coronavirus Response Act were violated when she was placed on administrative leave after taking a medical leave to await the results of a COVID-19 test.

The termination of her employment also amounts to a violation of Markey's rights under the state Whistleblowers Protection Act, according to the the suit, which alleges she was fired for filing complaints with Raimondo's office and other state agencies. The lawsuit seeks unspecified back and other pay or reinstatement of Markey's position, compensatory and punitive damages, as well as attorneys' fees and court fees.

Richard Sinapi, Markey's lawyer, said the damages that will be sought had not been calculated but would be based on lost wages and benefits and on the impact of the termination on Markey's reputation. "... And there is some emotional pain and suffering that is associated with an abrupt termination from a publicly appointed position where you are trying to do your best job and you get the rug pulled out from under you," Sinapi said.

In July of 2019 Markey received an "exceeds expectations" job performance review from **Rooney** and her pay was increased from $85,000 per year to $90,125, according to the lawsuit.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Brattleboro Reformer (VT)
February 1, 2021

R.I. COMMUNITIES OFFER VACCINE
Bennington Banner

Cities and towns are administering a limited number of COVID-19 vaccines to residents ages 75 and older. The Rhode Island Department of Health announced Thursday that they could get vaccinated. Many appointments filled up quickly. Each city and town has been allocated a certain number of doses.

In Westerly, most of the people who were called were selected using the municipal voter roll. Their names were sorted randomly using the last four numbers of their phone numbers, Town Manager **J. Mark Rooney** told the Sun.

Some of the 34 housing authority and senior center individuals were not taken from the voter list in order to include others who might not be registered to vote. "We tried to get across the demographic as best we could," **Rooney** said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Westerly Sun, The (RI)
January 27, 2021

Progress made on Westerly rights of way
Author: Dale P. Faulkner

Council lauds **Rooney**'s efforts to clean up beach access pathways

Two-dozen rights of way that provide access to the shoreline have been surveyed and many cleared and marked with granite posts under a program directed by Town Manager **J. Mark Rooney** at the request of the Town Council.

The work was performed in conjunction with development of the municipal Harbor Management Plan. An interim version of the plan, mostly focused on moorings, was adopted by the council in 2018. The council thanked and praised **Rooney** Monday following his presentation on the work that was accomplished by a professional land surveyor and public works personnel with input from Lisa Pellegrini, director of Development Services, Julia Beasley, interim Recreation Department director, and Kimberlie Rayner- Russell, assistant harbormaster.

Rooney also reviewed four potential new sites around Winnapaug Pond that could be formally designated as municipal rights of way in the future. The four sites have been used historically but are not listed on town documents as designated rights of way.

Councilor Caswell Cooke Jr., who serves as executive director of the Misquamicut Business Association, said residents and business owners have asked for formal access points to the pond for decades. "It's something that people have really talked about since I started down at the beach more than 20 years ago, and it never happened," Cooke said.

One of the proposed new rights of way to the pond is at the end of Terrace Avenue, where **Rooney** said officials hope to create a launch area for small watercraft. The other three proposed sites are all off Atlantic Avenue.

Rooney also reviewed photographs of the 24 rights of way that were surveyed. The photographs depicted clearing and sturdy granite posts that officials are hopeful will mark the paths to the shoreline indefinitely and stop a pattern of rights of way becoming overgrown and their location and status as public unclear. Officials are also seeking permission and grants from the state to install kayak and canoe racks at some of the rights of way, **Rooney** said.

Pellegrini said officials hope a map depicting the rights of way can be added to the Harbor Management Plan."To make it easy for the public to just flip through the plan and see where the rights of way are," Pellegrini said.

Rooney assured residents that rights of way to the shoreline have been a priority in recent years but said the work is time-consuming. "I would ask the public, again, for a little bit of patience ...

we are, as the council has promised, moving on the rights of way. They have not fallen off ... the staff has worked on it. I want the public to understand that it's not that they were ignored," **Rooney** said.

Councilor Christopher Duhamel and other councilors joined with Cooke in praising **Rooney**'s work. "**Mark** is a great asset. He's really made this happen and he's calmed a lot of battles on this," Duhamel said.

Prior to **Rooney**'s presentation, the council reviewed proposed language changes to some of the rights-of-way descriptions in the Harbor Management Plan. As part of the review, the council agreed to strike proposed language that would have stated that public parking would be added adjacent to the Waters Edge Road right of way in Watch Hill. Council President Sharon Ahern said the council had received numerous written comments critical of the proposed language on parking. Residents and others who participated in the meeting remotely were critical of the decision, saying it was premature and that parking was needed at the right of way.

A lawyer for the Watch Hill Fire District and the Watch Hill Conservancy, Gerald Petros, questioned proposed new language in the plan related to Fort Road in Watch Hill. Petros said the road is not a public road and that a lawyer working for the town had previously reached the same conclusion. References to Fort Road as a right of way to the shoreline are unnecessary, Petros said, because the fire district and conservancy have demonstrated commitment to allowing public access to Napatree Point.

Anthony Palazzolo, who owns property in the town, asked the council to study the Fort Road question more closely and raised questions about the legal opinion cited by Petros.

Ahern asked residents and other interested citizens to submit comments to the council prior to Feb. 22 when she said the council would resume a workshop meeting on the rights of way section of the Harbor Management Plan.

Westerly Sun, The (RI)
November 19, 2020

Westerly councilors praise town staffers for road work
Author: Dale P. Faulkner

Duhamel: Recent work on infrastructure, Duhamel says, has been completed quickly

Members of the Town Council are praising the municipal Engineering Department and town manager for their work on projects paid for with a $15 million bond approved by voters in 2018. With the bulk of the bond funds spent or committed, long-serving council members say the work surpasses anything they had seen before. Work under previous road bonds of $6 million in 2014 and $6.5 million in 2010 was often slow to proceed.

"I'd like to go back to 2018 when the electorate approved the $15 million bond. I thought it was insurmountable. How could we ever keep up with that? How could we get it all done? But you made it happen," said Town Council President Christopher Duhamel on Monday. Duhamel, who has served 16 years on the council, was speaking to Town Engineer Kyle Zalaski and Town Manager **J. Mark Rooney**.

Zalaski provided an overview of work accomplished under the $15 million bond and what remains to be done. **Rooney** asked that former Town Engineer Sheila McGauvran also be recognized for her work on the bond projects before Zalaski started his job with the town and when she served as a consultant during Zalaski's first year in Westerly. "It's an incredible feat and you should be commended for what you've done. We sat on other councils when we didn't get any real results," Duhamel said.

In 2019 about 11.5 miles of roads were resurfaced and the School Street reconstruction project, which is set to begin in March, was designed. This year about 8.2 miles were resurfaced on 42 roads. All of the 58 roads on the original road bond list have been resurfaced except for Pearl Street, which will be worked on next year. An additional 28 roads were also addressed under the bond. "In all the years that Chris and I have been up here, it's never gone this smoothly or this quickly, so it's pretty amazing," said Councilor Caswell Cooke Jr., who has served on the council for 14 years. "It's an incredible feat and you should be commended for what you've done. We sat on other councils when we didn't get any real results." - Christopher Duhamel, council president

Councilor Suzanne Giorno thanked Zalaski for providing the council with regular updates on road bond projects, which she said enabled council members to easily answer residents' questions.

The council recently authorized **Rooney** to proceed with a $2.95 million contract with Ferreira Construction of New Jersey for the School Street reconstruction project. The utilities department will pay $750,000 toward the cost of the project to cover the cost of upgrading the water system on the road and $2.2 million of the road bond is earmarked for the project, which is set to occur

from March 1 to Nov. 1. A 25% contingency to cover potential cost overruns and the cost of project oversight has been established for the project. Councilor William Aiello said the contingency was too high and will unnecessarily tie up funds that could be used for other projects. Zalaski said town officials decided on a 25% contingency in light of cost overruns that occurred with a similarly expansive project on Cross Street a few years ago. "There is some concern that we thought warranted the 25%," Zalaski said. Aiello was also critical of decisions to add certain road projects during the course of the bond.

Not including the School Street contingency funds, there is about $2.1 million remaining from the bond. In the running for those funds are projects on Bowling Lane, Breen Road and Pasadena Avenue, and Riverview Avenue. Other projects on the horizon include Church Street sidewalks, Atlantic Avenue resurfacing, work to rights of way on Waters Edge Road and Manatuck Avenue, and the reconstruction of Uzzi Avenue.

Rooney said he anticipated recommending a new $5 to $7 million road bond to be considered in a referendum in the spring to cover the cost of some of the more expensive projects that remain to be accomplished.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Providence Journal
May 21, 2020

On R.I.'s south shore, opening town beaches gets down to nitty-gritty
Author: Donita Naylor

Correction: Visitors to state and town beaches will not be required to wear cloth face coverings if they can consistently stay at least six feet apart from those in other groups. All beachgoers are asked to bring face coverings to the beach and wear them in any crowded area, such as bathrooms, concessions or parking lots. An earlier version of this story did not accurately describe the policy.

Remember before, when the things that triggered fear at the beach were a fin circling, a stomach cramp from swimming too soon after eating, or maybe sunburn, bullies, creeps or undertow? This year, danger at the beach is invisible and so much deadlier. Now, sitting downwind and within six feet of someone who sneezes, or touching a door handle last touched by someone who doesn't know they have the virus, or talking with someone not wearing a face mask can land you in a medically induced coma, and, if all turns out well weeks later, a wheelchair for your ride home from the hospital. Gov. Gina Raimondo has been careful to open only two state beaches, to test whether infection rates rise. Scarborough in Narragansett and East Matunuck in South Kingstown will open Monday, free of charge, but they will have no lifeguards, no concessions, no changing rooms or showers. Towns have to meet strict requirements before opening a town beach. They're tightening the rules for proving residency and, in some cases, allowing only residents to buy season passes. Nonresidents have to buy day passes. Towns will have to clean their beach facilities more frequently each day; require everyone to wear a mask in crowded areas such as bathrooms, concessions or parking lots; and enforce a limit of five people in a group and a distance of six feet between each group's beach blankets and umbrellas. Nobody wants a coronavirus carrier who doesn't know it, who hasn't served two weeks of self-quarantine upon entering Rhode Island and who doesn't wear a face mask. Seeing a spike in coronavirus cases in the saltwater beach towns would set back the progress that has come at so high a price to so many Rhode Islanders.

Only Westerly has announced it will open its town beaches in time for Memorial Day weekend, all three of them. Town Manager **Mark Rooney** said they'll open Friday. At the same time, the executive director of the Misquamicut Business Association, which represents about 40 businesses along a three-mile stretch with half-mile Misquamicut State Beach in the middle, is asking Raimondo to open that beach this weekend, or at least install trash containers and portable toilets and allow cars to park in the giant state lots. "People are going to come," said Caswell Cooke, executive director of the business association. "You can't stop them." With 2,800 parking spaces at the state beach shut down, those cars will flood the village. Cooke said that, with the state beach closed, his association will be picking up trash strewn along Atlantic Avenue for the half-mile of the state beach parking. He suggested that the governor might hope for rain this weekend. "By not opening that beach, it's going to be a public safety hazard," he said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Rooney said people from New York, Connecticut, Massachusetts and Florida own second homes in Westerly, and they can get parking stickers for Wuskenau Town Beach and Larkin Road for access to East Beach, but they can't get passes for Westerly Town Beach. The problem is that it's impossible to know if a carload has been here two weeks or more for quarantine, he said. "Unless we see them cross the river, we don't know." The police approach will be officer discretion. "We're going to seek compliance, not confrontation," **Rooney** said.

Saltwater beach towns in South County — Westerly, Charlestown, South Kingstown, Narragansett and North Kingstown, are following directives from the governor that are outlined and detailed in ReOpeningRI.com. Towns are required to meet the new beach standards, Narragansett Town Manager James Tierney said. In Narragansett as in the other towns, the price of beach passes has not gone up, but residency rules have tightened. As issues arise, the town will have to solve them case by case, he and Narragansett Parks and Recreation Director Steve Wright said. Tierney promised that Narragansett Town Beach will open, but he wouldn't say when. It will be announced on the town website and social media.

The beach will have the same hours, 8:30 a.m. to 8 p.m., but unlike other years when the parking attendants left at 5 p.m., this year they will stay on duty until 8, turning away cars from elsewhere. Narragansett Town Beach has been widely perceived as a free beach after 5 p.m., but that will change this year. Narragansett beachgoers will see signs instructing them about the rules. "Please do your part to stay six feet apart," is one, Wright said, and another is that face coverings must be worn in the pavilion, restrooms, concession areas, when walking among others, but not in the water. Also, "If you're not feeling well, please stay home."

North Kingstown Town Manager A. Ralph Mollis said his town's beach is opening this weekend, but he didn't say which day. South Kingstown, like most towns, will open its town beach on weekends only until mid-June. In Charlestown, people who walk to a town beach can enjoy it for free. The towns are selling beach passes and parking stickers at the beach, through the mail or online. Residents who order and pay online are asked to call ahead, then wait at the curb for someone to bring them out. Each town's website has details about prices, hours, locations and who's eligible. "Everybody's adapting," said Terry Murphy, South Kingstown's director of leisure services. "We've found everybody to be very patient and understanding." It could be worse. Some "famous popular tourist places," she said, are selling beach reservations. Beachgoers turn up at a specified time and get an assigned spot.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
March 2, 2020

Council Seeks Funding Details as it Weighs Reduction in Transfer Station Operations
Author: Dale P. Faulkner

The Town Council is seeking more details on transfer station funding before it will consider approving a staff proposal to reduce the facility's operations one day each week. Town Manager **J. Mark Rooney** and Mike Serra, who manages the facility at Larry Hirsch Drive, asked the council to sign off on having the facility open to the public five days per week, but said they were aware that commercial haulers would likely need to continue on the new day of closure. **Rooney** and Serra said they preferred to close the facility on Mondays but would accept Wednesday or Thursday. The facility is currently open Monday through Saturday. On Mondays, workers from the Public Works Department staff the transfer station because the regular facility workers have the day off. By closing on Mondays, **Rooney** said overtime costs would be reduced and public works staff freed up to do their usual tasks. When the council approved a new fee schedule for the transfer station in July, **Rooney** said he planned to return in the near future to seek the council's consensus on closing the facility an additional day each week. Serra said closing an extra day is necessary for him to meet one of **Rooney's** requests. "I'm trying to eliminate some of the spending," Serra said. **Rooney** said the transfer station, which has been set up as a so-called enterprise fund since 2017, has required money from the general fund to balance its budget. In 2018, the facility required $234,000, and in 2019 $135,000 was needed. This year, **Rooney** said, the facility is on track to need $330,000. In 2020-21, he said the facility will require $1 million including expenses for equipment replacement. Enterprise funds are intended to function in a manner similar to businesses or come close to breaking even through revenues collected from charging for services. The loss of the international recyclable market has hurt municipalities throughout the country including in Westerly. "Recycling costs the town now," **Rooney** said. Handling and separating recyclable items takes time and is labor intensive, Serra said.

In addition to reducing days of operation, Serra said he is considering only accepting certain recyclable items on certain days Some members of the Town Council asked for more time and data on expenses, while others said they had made up their mind already. "I'm not in favor of dropping days ... this is a public service," said Councilor Sharon Ahern, adding that cost savings might be possible through a change in how the aspects of the facility are managed. Councilor William Aiello asked for more information but remained open **Rooney's** request. "Maybe there are other changes to reduce costs and the you would not have to reduce hours," Aiello said. "Give us the data and let us look at it. If push comes to shove maybe some sort of change is warranted." Aiello also recommended seeking input from commercial haulers. Councilor Karen Cioffi questioned, as she had previously, whether closing an additional day would save money. "I need some data on what's behind all this ... these operations have gone on for many years and I don't understand why we got to this point," Cioffi said. Council President Christopher Duhamel said the request from **Rooney** and Serra would be better handled when the council deliberates on the proposed 2020-21 municipal budget.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
December 12, 2019

Rooney Receives Performance Bonus, Drops Bid for Job in Florida
Author: Dale P. Faulkner

The Town Council has approved a $3,200 bonus for Town Manager **J. Mark Rooney**, amounting to 2% of his annual salary. The decision came on a 6-0 vote Monday after the council met in an executive session called to complete **Rooney's** annual performance review. **Rooney** announced before the vote that he had decided not to pursue a job opportunity in Florida, and Council President Christopher Duhamel said the two issues were unrelated. Duhamel said the performance review had been on the agenda, "and then news of him potentially interviewing elsewhere broke, and then he pulled out" of consideration for the other job.

An article on the website of the Panama City News Herald on Dec. 4 reported **Rooney** was a finalist for the position of city manager in Panama City Beach, Fla. At the time, **Rooney** declined to comment except to say that he had applied for the job after a recruiter encouraged him to do so. On Monday, during the public part of the Town Council's meeting, **Rooney** announced that he had decided not to seek the position and would not travel to Florida this week for an interview. **Rooney** did not respond to a request for further comment. According to Duhamel, the council had largely completed **Rooney's** review in September and scheduled Monday's executive session to consider giving him a bonus, as **Rooney** had requested. **Rooney's** three-year contract, which expires in August 2021, calls for him to receive a base salary of $160,000 per year and includes a provision that allows the Town Council to grant performance bonuses at its discretion. "Given the review the council had of the manager we felt a bonus was in order," Duhamel said.

Rooney's review involved an assessment of his work by each member of the council. Individual councilors submitted their reviews to Duhamel, who compiled the results. His report, describing positive achievements and areas in need of improvement, was distributed to the full council. **Rooney** was named interim town manager in April 2018 and was later given permanent status. He previously worked for 20 years as a municipal administrator in Illinois. "I think he's doing a great job. It's tough to walk into a town with no basis of potential support but he has gained support from several organizations in town ... and the staff is respectful of **Mark** and listens to **Mark** and he's respectful of them," Duhamel said.

Duhamel also praised **Rooney** for appointing Shawn Lacey, a Westerly Police Department veteran, as chief of police. **Rooney** arrived to find a police department awash in ill feelings related to former Town Manager Derrik M. Kennedy's appointment of Richard Silva, and out-of-town candidate, to the position. Under **Rooney**, Silva entered into a separation agreement with the town and left the department. Duhamel also praised **Rooney's** work in renegotiating terms related to the town's solar project, which is to be built off of White Rock Road, and for successfully managing, in collaboration with his staff, the road work that is being performed under a $15 million bond approved by the voters in 2018. "That was my biggest concern walking onto the council last November. In years past it was not made a priority," Duhamel said,

referring to the management of previous road bonds. Councilor Karen Cioffi, in a telephone interview on Tuesday, also praised **Rooney's** work. "He clearly has dug into the community and made himself seen," she said. Cioffi, a former human resources director for the town, credited **Rooney** with helping to improve employee morale, which she said had plummeted before his arrival. "They were in down in the dumps. Morale was terrible and he had to lift those people up," she said. Like Duhamel, Cioffi also pointed to **Rooney's** handling of the police administration, the solar project, and road work as noteworthy achievements. Duhamel and Cioffi were joined by Councilors Suzanne Giorno, Caswell Cooke Jr., William Aiello and Brian McCuin in voting to give **Rooney** a bonus. Councilor Sharon Ahern, the seventh councilor, did not attend Monday's meeting.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
November 8, 2019

Town Considers New Approach in Dealing with Risky Potter Hill Site
Author: Dale P. Faulkner

The Town Council has asked for more information about a proposed legal proceeding aimed at demolishing the dilapidated Potter Hill Mill property. The council met for 35 minutes in executive session on Monday to discuss hiring a lawyer who would petition a Superior Court judge, on the town's behalf, to be named as a special master to assist the town with its long-running goal of demolishing buildings on the property that are falling into the Pawcatuck River. A special master is appointed by a judge to oversee one or more aspects of litigation. "The council made no decisions, in fact, we asked for more information," said Town Council President Christopher Duhamel. Officials and neighbors of the 4.5-acre property are concerned that the run-down buildings pose a threat to people who might trespass on the property, and that a dam associated with the property is not being maintained. "There's a lot of liability with that property," Town Manager **J. Mark Rooney** said Thursday. **Rooney** said he asked the council to consider mastership as a means to address the mill property after discussing the idea with John Dorsey, a lawyer who is serving as special master in a case involving the former Bradford Dyeing Association site. Ideally, **Rooney** said, mastership would allow the town to eliminate the safety hazards without taking ownership of the property. Dorsey, who has not been hired for the case, declined to comment.

The town obtained a demolition order from the Superior Court in the 1980s but never followed through on the demolition. The property, which remained subject to the demolition order, was then sold to Edward Carapezza in 1992. The town agreed to hold off on demolishing the property to give Carapezza time to redevelop it, but eventually moved to commence demolition in the belief that Carapezza had failed to meet provisions of the agreement. Carapezza's Renewable Resources Inc., of Hopkinton, obtained a restraining order against the town to stop the demolition but the order was eventually lifted in 2013. The Superior Court judge who vacated the restraining order said the town had demonstrated its willingness to work with Carapezza and shared his hope that the property could be redeveloped. But by holding off on demolition, the town had "placed itself at risk. By not immediately eliminating the hazard, the town risked that people might get hurt in the buildings," Associate Justice Brian Stern wrote in 2013. Carapezza appealed, but the state Supreme Court upheld the demolition order later in 2013. Two years later, however, Carapezza was approved for $500,000 in tax credits through the Rhode Island Historical Preservation and Heritage Commission and the state Department of Revenue for what was estimated to be a $3 million renovation to two buildings on the property. The tax credits are believed to have expired. Carapezza did not respond to messages seeking comment. Between 1762 and 1958, when the Westerly Woolen Co. closed, the site was home to grist, saw, cotton and wool mills. A fire in the 1970s decimated much of the property. In 2018, Carapezza was cited by the state Department of Environmental Management for violating wetlands regulations at property he owns in Hopkinton.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
November 6, 2019

Residents Challenging Town's Findings on Private Roads
Author: Dale P. Faulkner

Residents of four roads are disputing the town's position that they should no longer receive services such as plowing and paving. The town has said the roads are private, but the residents argue that they should be considered public. Their lawyer made their case before the Town Council on Monday. "My purpose in coming to this meeting tonight was to request the council stay enforcement of this private road issue so that we can get a better handle on this issue," the attorney, Michelle Buck, told the council. Specifically, Buck asked the town to continue plowing her clients' roads until issues she raised were resolved. She represents Greenspace LLC, which she said has an interest in Guarino Avenue, Maggio Street, and Gavitt Avenue, three roadways that are in the Oak Street neighborhood. Greenspace LLC owns several properties on Trackside Drive, which is adjacent to Guarino Avenue. Buck, who formerly served as a member of the Town Council and as town attorney and town manager, also represents Susan and Michael Bookataub, who live on Michael's Way.

Town Manager **J. Mark Rooney** said he had directed the public works department to continue plowing Guarino Avenue, Maggio Street, and Gavitt Avenue because property owners had presented town officials with material showing that the roads probably qualify for acceptance as town roads. According to **Rooney**, the property owners are developing a petition for eventual submission to the Planning Board asking that the roads be accepted as public roads by the town. Buck said some historical records indicate that the town owned Michael's Way and the other roads connected to her clients. "There are, at this point, more questions than answers relative to the status of these roads," she said.

Rooney also offered to have town crews continue plowing Michael's Way at least until a title search that the town is performing is completed, but he questioned whether Michael's Way will qualify for acceptance as a public road. "I can hold it in abeyance until the title search and see if it's going to change, but I spoke to the developer who said, 'I deeded it'" to a private property owner, he said. The practice of the town plowing and providing other services on private roads has been on **Rooney's** radar for several months. Last fall he wrote to property owners on the roads and informed them that the town would stop providing the services. The Town Council intervened, saying that the residents had not been given adequate notice and that the plowing services were provided last winter.

But after the council's public works subcommittee and Town Attorney William J. Conley Jr. studied the issue, town officials announced in September that they had determined which roads in Westerly were public and which were private, and said services would no longer be provided to the private roads. More recently Buck's clients received another letter telling them the services would no longer be provided. On Monday, Buck said the letter contained errors, including an incorrect citation to state law. "So if this letter was meant to put people on notice as to what the

town was saying or what the process was, it's really inadequate," she said. **Rooney** acknowledged that the citation was wrong, because of a typographical error. Buck said her clients have not had enough time to arrange for a private company to plow their roads and said there were "no mechanisms in place. There's no homeowners' association and no revenue available for residents of these roads to address these issues," she added.

Council President Christopher Duhamel thanked Buck for speaking to the council and noted that town officials had previously asked residents to provide information to prove their roads had already been formally accepted as part of the town's road system. Duhamel also asked that town officials’ side with residents in cases where there were questions or doubt about the status of particular roads. Councilor Sharon Ahern, a lawyer, also thanked Buck but said she was not certain that the town was legally required to send residents a notice of the change in policy. "I'm not confident a letter is required," she said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
August 20, 2019

Pleasant Surprise: A Budget Surplus in Westerly
Author: Dale P. Faulkner

Town officials are projecting a $135,601 surplus from the 2018-19 budget. The surplus would have been greater, but funds had to be redirected to make up shortages in the transfer station budget as well as an overage in an insurance fund. "The positive news is we did finish still in the positive not in the red," Town Manager **J. Mark Rooney** told the Town Council Monday during an overview of the fiscal year that ended June 30. **Rooney** noted that the council had approved in December the use of $334,000 from the surplus or fund balance to use as a deposit to secure the town's option to purchase 100 acres of land off White Rock Road. The land is the designated site of a planned public-private solar power project. "Otherwise, staff did a great job of staying within budget items, and revenues came in a little more positive [than projected]," **Rooney** said.

The transfer station will require an infusion of $211,481 from the municipal general fund to balance its books for fiscal year 2019. Finance Director Dyann Baker said the facility's overage could be due to the facility running as an enterprise fund for the first time. The move to run it as an enterprise fund means costs that might have been paid through other parts of the municipal budget are now accounted for as part of the station's expenditures. Enterprise funds are government services that charge a fee for the service and are sometimes self-sustaining. **Rooney** has proposed new measures to reduce costs at the transfer station.

Councilor William Aiello said the transfer station was not expected to become fully self-sustaining in its first year as an enterprise fund. Council President Christopher Duhamel said the facility seemed to face the same financial challenges that have existed for years. **Rooney** said officials, before his arrival, appeared to have underestimated the costs associated with running the transfer station.

The insurance fund required expenditures of $93,699 to cover the town's responsibility for claims made against the town such as slip-and-fall cases before the town meets its deductible and its insurer takes over payment. "What was not budgeted in 2018-19 was anything to support claims. We have a high-deductible plan to keep our premiums low, and that requires more out of pocket for small claims and we saw more than usual in this particular fiscal year," Baker said, noting that **Rooney** sought a special fund to help cover the claims costs in his budget proposal for 2019-20 but the fund did not survive the budget deliberation process.

Expenditures on legal fees of $491,684 were more than twice the $234,680 that was budgeted. Baker attributed the overage to legal work on contracts, including for labor unions and the lease agreement for the planned solar project on White Rock Road. Tax revenue, Baker said, was "pretty much in line with the budget," and she noted revenue from invested funds exceeded projections by $200,000. "Investment revenue was very strong this year, and we can thank Barbara Perino for the work she did on that," Baker said, referring to her predecessor. Licensing

and permit revenue was up as a result of increased permits for solar projects and mooring permits, Baker said. Competing with the gains were lower than anticipated hotel and meals tax revenue and lower than expected revenue connected to the state motor vehicle tax phase-out. Duhamel praised the work of both **Rooney** and Baker. "I'd like to acknowledge how well Dyann Baker and the manager, **Mark Rooney**, and his department heads, have followed this budget in the last months of the fiscal year to bring us within this target," Duhamel said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
July 20, 2019

Former Town Planner Threatens to Sue for Severance Package
Author: Dale P. Faulkner

Rui Almeida, who was fired from his job as town planner in May, is seeking a severance package from the town. The Town Council discussed Almeida's request with Town Attorney William J. Conley Jr. during a closed-door, executive session that followed a regular meeting on July 8. No decisions were made or votes taken during the executive session, according to Town Council President Christopher Duhamel.

Almeida started in May 2018 and worked for the town for just under one year. He was initially placed on paid administrative leave by Town Manager **J. Mark Rooney**, who announced a few days later that Almeida would not return and that he had not been offered a severance package. **Rooney** has declined to discuss details surrounding Almeida's termination. The July 8 executive session was listed as a "potential litigation" item on the council's agenda. In response to a request for documents made by The Sun under the state Access to Public Records Act, Town Clerk Donna Giordano provided a letter from Lori Caron Silveira, Almeida's lawyer.

Silveira referred to a draft version of a lawsuit "asserting constitutional and other claims" on behalf of Almeida and said that it would be filed in court "if we are unable to reach agreement on severance terms." The letter also stated that Silveira had previously reduced Almeida's proposal for severance benefits "significantly." The lawsuit had not been filed as of Friday. Silveira said last week that she would check with Almeida when asked to share a copy of the proposed lawsuit. She did not return a message seeking comment for this article on Friday.

Almeida filled a vacancy created after former town Planner Jason Parker was placed on administrative leave by former Town Manager Derrik M. Kennedy in March 2018 and never returned to his job. Parker is now a member of the town Planning Board. Almeida holds architectural degrees from Roger Williams University and the School of Architecture of Lisbon and has a master's degree in the history of art — architecture and urbanism from the New University of Lisbon. He was assistant director for architecture and redevelopment in Central Falls, and deputy director of planning / city planner and administrative officer for Woonsocket from September 2016 until he took the job in Westerly.

Rooney appointed Nancy Letendre as town planner in June. Certified as a land planner by the American Institute of Certified Planners since 2007, she served as assistant town attorney for planning and zoning from 2017 until February and had worked in an of-counsel capacity at McGunagle Hentz, a Cranston-based law firm, since 2016. She was also principle planner for Mason & Associates Inc. of North Scituate, and worked for 18 years as a land use attorney at Ursillo, Teitz & Ritch, a Providence- based law firm.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
April 15, 2019

Westerly Finds Savings in Settlement with Union on Payroll Irregularities
Author: Dale P. Faulkner

Faced with an initial bill of about $179,000 to settle payroll irregularities alleged by a labor union that represents both town and school department employees, town officials succeeded in negotiating the figure down to about $60,000. Town Manager **J. Mark Rooney** confirmed the settlement last week, giving credit to Patricia Main, who he said first suggested that calculations performed by an auditing firm hired by Laborers International Union of North America were skewed. When **Rooney** started his job in May, he learned the town was about to pay the full $179,000 but Main told him the figure was too high. "I trusted her and she proved worthy of the trust," **Rooney** said of Main, who first went to work in the school department in 2004 and now serves as senior payroll and human resources specialist in the municipal human resources department.

Audits of payroll records are conducted routinely on behalf of the union, which represents the town's public works employees as well as school district bus drivers, secretaries and maintenance workers, to monitor the town and school district's contributions to employee pensions. Salter & Company LLC., a Maryland-based accounting firm, reported school employees were shortchanged $150,000 and that public works employee pensions were underpaid by about $29,000. Both figures included interest. After speaking with Main, **Rooney** asked former interim Finance Director Barbara Perino and Nancy Markey, the municipal human resources director, to analyze the auditor's findings and the town's payroll records. **Rooney** said that former employees had recommended paying the full $179,000. "Basically, I believed Patty Main more... Patty Main was the hero in this," **Rooney** said. According to **Rooney**, part of the town and school district's exposure in the case was due to antiquated record keeping and payroll processes used by the school department. He told the Town Council recently that a proposal to consolidate aspects of the town and school human resources functions would help modernize those functions.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
April 5, 2019

Rooney Says One Dispatch Center Could Save Money
Author: Dale P. Faulkner

Dispatch services currently handled by personnel at both the Westerly Ambulance Corps and the Westerly Police headquarters would be centralized at the police station under a proposal being floated by Town Manager **J. Mark Rooney**. **Rooney** discussed the idea with the Town Council Thursday during its second workshop on his proposed $98.28 million combined general government and education budget for 2019-20. The council authorized **Rooney** and Chief of Police Shawn Lacey to begin discussions on the proposal with the ambulance corps. Under the current setup, fire and other non-police calls are dispatched by personnel at the ambulance corps, while dispatchers at the police department handle police calls. The ambulance corps is seeking $75,000 as its annual subsidy from the town, double the $37,500 it received in the current budget. More than half of the request, $50,000, would be used to help cover the cost of upgrading dispatch center radio consoles at the ambulance corps' Chestnut Street headquarters. **Rooney** estimated the total cost of the new dispatch center at $250,000.

Rooney said that his proposal "would help the residents by avoiding having to pay the duplicative cost of two dispatch centers." The police dispatch center was upgraded to a state-of-the-art level in 2017 and has the capacity to handle ambulance and fire calls, Lacey said. "It's not uncommon for police to take the 911 over," Lacey said. If the proposal takes effect, the police department would likely increase its dispatch center staffing from the current level of one full-time and one part-time employee per shift to two full-time dispatchers per shift, Lacey said. The added cost would easily be covered by revenues from fire departments that pay for dispatch services, Lacey said. The revenues would exceed the cost of running a centralized center, according to Lacey. "Actually, it would be a moneymaker," Lacey said. Dispatchers who currently work at the ambulance corps would be considered for positions at the police dispatch center, **Rooney** said.

Cost cut at animal shelter. The council also backed **Rooney's** plan to move the animal shelter back into the public safety section of the general government budget. At former Town Manager Derrik M. Kennedy's behest, the shelter was designated as an enterprise fund - a governmental function that provide services for a fee and is generally self-supporting. **Rooney** said the shelter has never been self sustaining and is not likely to be. Under **Rooney's** plan, one animal shelter position would be eliminated, reducing the shelter's budget to about $247,000 per year. The council asked **Rooney** to review his proposal with Town Attorney William Conley. The council is scheduled to continue its review of the proposed budget during a meeting scheduled for Saturday morning at 9 in the Municipal Courtroom at Town Hall.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
April 4, 2019

Councilors' Wish List at Odds with Town Manager's Budget Proposal
Author: Dale P. Faulkner

The Town Council started its review of Town Manager **Mark Rooney's** proposed $98.28 million combined general government and education budget for 2019-20 on Wednesday with a discussion of individual councilors' wish lists and the appropriate assumed tax collection rate. Several councilors questioned **Rooney's** decision to reduce spending for annual road work from $750,000 in the current budget to just $25,000, and to completely eliminate spending for sidewalks, after allocating $125,000 this year. **Rooney** said he made the reductions in an effort to devise a balanced budget. He noted that road work would continue as a result of the bond approved by voters in November. That initiative calls for borrowing up to $15 million from the state Infrastructure Bank over five years for road and infrastructure work.

Councilor Caswell Cooke Jr. called for restoration of the road and sidewalk accounts to current levels. "I understand the logic but the reason we need the bond is because we never put enough in. It's self defeating," Cooke said, noting that previous councils established a goal of spending $1.3 million per year to maintain the town's roads. Councilor William Aiello proposed increasing the sidewalk expenditure to $300,000. Councilor Suzanne Giorno called for $125,000 for sidewalks and "close to $750,000 for roads." Giorno and Cooke also asked that $30,000 for the summer beach concert series be restored. **Rooney** had eliminated that spending from the budget.

As part of its line-by-line analysis of the budget, the council restored a $5,000 request submitted by Flock Theater, the New London-based theater group that plans to stage Shakespeare and other plays in Wilcox Park after the Colonial Theatre's traditional Shakespeare in the Park presentation. The council decided against funding Colonial Theatre's request for $10,000 for the summer series, with some councilors saying the organization should seek funding from the school district. The Colonial did not conduct its summer series last summer. Instead, the organization focused on programming it developed for students. The Granite Theatre's request for funding was also denied by both **Rooney** and the council.

Rooney's budget would require a tax levy increase of 3.85 percent, close to the 4 percent cap established by state law, and is based on an assumed tax collection rate of 98 percent. Councilors Christopher Duhamel and Brian McCuin called for basing the budget on a lower assumed collection rate. Duhamel said the lower rate would provide flexibility. McCuin said the lower rate provides a means to build up the town's undesignated fund balance when actual collections exceed the assumed rate. Unlike the Board of Finance's recommended budget, **Rooney's** spending plan would not use the undesignated fund balance or surplus to help balance the budget or reduce its effect on taxpayers.

Rooney advised the council not to follow the finance board's recommendation. "The rating agencies don't like it," he said. He was referring to bond rating agencies such as Moody's

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Investors Service. Moody's made a slight downward adjustment to the town's rating in 2016, citing the use of the fund balance to balance the budget as a factor in its decision-making. Bond ratings affect interest rates charged to municipalities when they borrow for major projects such as road work or new buildings. Duhamel, after the meeting, acknowledged "a big gap between the councilors' wish lists" and **Rooney's** budget proposal. "But that's the process and this is the beginning. There will be significant changes as we move forward," said Duhamel, the council's president.

The Board of Finance recommended a $96.3 million combined municipal government and education budget with $38.65 million in town spending and $57.7 million for the school district. The board reduced the budget request from school Superintendent Mark Garceau and the School Committee by $1 million and **Rooney's** request by $2.36 million. **Rooney** is proposing an additional $200,000 cut to the proposed education budget.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
November 3, 2018

Rooney Sets Procedure for Choosing New Chief
Author: Dale P. Faulkner

With advertisements announcing the vacancy already running, Town Manager **J. Mark Rooney** hopes to name a new police chief by Dec. 20. Applications for the position will be accepted through the end of the business day on Nov. 26. **Rooney** said Thursday he plans to use two panels to conduct interviews: one that will consist of a mixture of citizens and municipal employees and one consisting of former and current police chiefs from the town and the region. A current Westerly Police Department patrol officer or detective will serve on one of the committees. The search became necessary Monday when the Town Council voted 5-2 to approve a separation agreement with former Police Chief Richard Silva, whose last day as chief was Wednesday. **Rooney** has refused to discuss why Silva left, citing personnel privacy concerns, and Silva did not respond to messages seeking comment on his status.

Silva's two-year tenure was marred by near-constant attacks by the International Brotherhood of Police Officers Local 503, the union that represents the Westerly Police Department's rank and file officers. The union was critical of former Town Manager Derrik M. Kennedy's decision to hire Silva rather than Capt. Shawn Lacey, at the time a 28-year veteran of the department who worked his way up the ranks from patrolman when he started in 1988 to second in command. Silva canceled a speaking engagement before the Westerly Lions Club after he was announced as Kennedy's choice for the job, but before his actual start date, when rumors of a planned police picket outside the meeting place circulated.

Upon starting he had to deal with several grievances filed by the union as well as a vote of no confidence approved by a majority of union members and later a call for his termination by the union. Town Councilor Mario Celico has continued to question the circumstances surrounding Silva's departure, saying **Rooney** misled the council during a private, closed-door executive session. "He said something in our session and then it proved to be inaccurate," Celico said Thursday.

Celico acknowledged meeting with Silva in the days before to his departure but said he followed Town Attorney William J Conley Jr.'s advice not to discuss what was then a proposed severance package. As part of the separation agreement, Silva agreed he would not file a lawsuit against the town, and the town agreed to pay him $59,044 over the course of the next six months in increments equal to his normal biweekly pay. "I met with the chief because an accusation was made against him that if true would have shown a lack of professionalism on his part. The chief provided me with a document that showed the accusation was false," Celico said. Celico said he deliberately met with Silva at the Westerly Police Department. "Knowing full well that other people would see me," he said. Lacey, who is currently running the department, said Thursday, "I plan to pursue the position and am looking forward to and welcome the opportunity and hope that I'm selected" as chief. **Rooney** said the two interview panels would likely interview five to

seven candidates and recommend two or three finalists. The town's human resources director and a former police chief would do an initial screening of the resumes to determine which candidates are selected to be interviewed by the two panels. **Rooney** said he would interview the finalists and likely appoint one of them.

Lawsuit on age bias

In January, Lacey filed a lawsuit claiming that a law requiring all Westerly police officers to retire after 30 years is an attempt to circumvent age discrimination laws and is a violation of the state Civil Rights Act, the state Employment Practices Act and the federal Discrimination in Employment Act, which permits state and local governments to institute a mandatory retirement age of 55 for police officers. The law in question is a public law that applies to a specific town, as opposed to a general laws that applies to the entire state. **Rooney**, who started his position in April, directed Conley to let Lacey serve out the remainder of the current calendar year. The question of whether Lacey can continue working beyond Dec. 31 remains open. **Rooney** said he expects the court case to be resolved within 30 days, before he appoints a new chief.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
August 26, 2018

Town Manager Says Missing Laptop Reappeared After Threat of Prosecution
Author: Dale P. Faulkner

A missing town-owned laptop that had been issued to the town's former human resources director was turned in following the threat of legal action, according to Town Manager **J. Mark Rooney**. Joshua Putman, who left his position in June, turned the laptop in after initially saying he did not know where it was and at other times saying a different town employee had it, **Rooney** said. Ultimately, Putman, who now works in Mansfield, Conn., gave the computer to Mark Tate, the town's information technology director, on Aug. 10, a few days after **Rooney** sent a Westerly police officer to Mansfield Town Hall. The device was a Dell Latitude that the town purchased in 2016.

Putman now serves as assistant town manager in that Connecticut town. Putman was hired by former Westerly Town Manager Derrik M. Kennedy, who left his position in Westerly to become town manager in Mansfield. Kennedy started his new job in May. "The former H.R. director forgot to turn in his laptop and said it didn't happen. I didn't believe him and he produced the laptop," **Rooney** said, adding that he "made it very clear that I would prosecute." Putman did not return messages left Thursday morning and Friday on his voicemail at Mansfield Town Hall.

Rooney also said Westerly town staff have found human resources computer files missing. Some of the missing files pertained to a background check performed on **Rooney** before he was hired to become interim town manager. Some other personnel and employee pension files are also missing, **Rooney** said. "He deleted the files in a very deliberate manner … he did a work-around on defeating the server backup system so it was willful and deliberate and has caused a great deal of work for his assistant to recreate and in some cases start from scratch," **Rooney** said.

The missing files delayed the Town Council's ability to hire **Rooney** on a permanent basis and caused other problems, **Rooney** said. According to **Rooney**, Putman left instructions for other human resources staff telling them where to find various computer files, but, according to **Rooney**, the files did not exist. "It was very unexpected and unprofessional in the way he departed the organization, and we did not know until we tried to retrieve different information and it did not exist," **Rooney** said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
August 26, 2018

Rooney's Taking a Liking to Westerly
Author: Dale P. Faulkner

In his three months as interim town manager, **J. Mark Rooney** has orchestrated the response to a high-profile quarry blasting accident, helped devise a response to a summertime trash problem at the beach, and resolved one of the pending grievances that pitted the town's police union against town administrators. **Rooney**, during an interview Thursday, said getting involved with those issues and others ultimately played a role in his decision to see if the interim tag could be removed. The Town Council, pleased with **Rooney's** early performance, did just that, and he was sworn in as permanent town manager Monday. "After being the interim town manager for three months, I grew fond of the staff, and I saw the challenges and opportunities and issues, and they were very professionally rewarding, and it was a great opportunity," **Rooney** said. **Rooney** chose Westerly over other job possibilities. "I had a couple of opportunities in Florida, but when you have a job offer and you like where it is, why go to the next place? Florida might have nicer sand and warmer water, but it's the same ocean," **Rooney** said in the laid-back, straight-forward, folksy style that has emerged as a trademark characteristic. **Rooney** brings more than 20 years of experience as a municipal administrator in towns and villages in Illinois to Westerly. To his surprise, **Rooney** said, he has also become fond of his new hometown in New England, a region he said is not always embraced warmly in the broader town manager community. "I didn't think I would like New England. It doesn't have a good reputation in the business nationwide," **Rooney** said.

The complaints, **Rooney** said, center around a more difficult municipal budget process when compared to other regions in the country, concern that municipal business can move at a crawl if citizens excessively avail themselves of the right to speak during meetings, and an inclination toward "being parsimonious in pay." According to **Rooney**, when taken as a whole, New England towns pay their town managers and administrators less than any other part of the country. When the Town Council started its search to fill the vacancy created by the departure of former Town Manager Derrik M. Kennedy, the position was advertised as having a salary of $120,000 to $135,000. Eventually, members of the council agreed to consider paying more, and gave **Rooney** a base salary of $160,000 per year with the possibility of financial bonuses for each year of the three-year agreement that **Rooney** signed Monday. To secure their investment, councilors insisted that **Rooney** be required to pay the town $15,000 if he resigns within two years. The $15,000 equates to the amount the council paid to a recruitment firm that assisted with the search that landed him. Town Councilor Mario Celico said **Rooney's** salary is a significant bump from what the town has paid town managers in the past. Kennedy was making about $125,000 per year when he left. "It became clear that we really needed to step it up significantly," Celico said. It was Celico who asked **Rooney** to consider accepting a stable rate of base pay for three years. "I was concerned about the jump to $160,000 and asked if he would consider an agreement with no guaranteed raises, and he agreed," Celico said. **Rooney** scored among the top three candidates in a matrix Celico used to rate the candidates, he said. The high

score combined with his performance as the interim manager led Celico to believe **Rooney** was a solid choice, Celico said. With less than three months remaining before a new Town Council is elected, **Rooney** and current Council President Edward Morrone cited a few goals and priorities for the new manager. Morrone said he joined his fellow councilors in selecting **Rooney** as town manager "because I believe he showed his ability during the interim period." His previous work and life experience were important factors too, Morrone said. "And I like his military background. I think it provides a certain approach and ability when difficult circumstances arise," Morrone said of the retired U.S. Army lieutenant colonel. As he starts his tenure as the permanent town manager, **Rooney** said he is working on issues related to the proposed harbor management plan, including ensuring there is adequate access to mooring fields and to the shoreline. Some of the rights of way or paths to the shoreline have been partially absorbed over the years by neighboring property owners. In the case of Watch Hill, **Rooney** said he plans to speak with property owners with the goal of "making a manageable path to get to the beach."

He plans to use a diplomatic approach in recognition of the property owners' willingness to let the public use East Beach, even though the beach is privately held, he said. **Rooney** is also working with Town Engineer Sheila Mc-Gauvran to develop a clear plan for improving town roads. A new color-coded map in **Rooney's** office shows all of the roads. Different colors are used to rank the roads by condition. Along with the harbor management plan, **Rooney** said one of his immediate tasks is to help usher through an ongoing revision of the municipal Comprehensive Plan, which sets out development and preservation goals and priorities. Regarding the town's finances, **Rooney** said he'll work to "improve or preserve" the town's bond rating, an indication of the town's financial condition and a factor in determining interest rates when the town seeks bond funds for largescale building and road projects. **Rooney** is also working with Finance Director Dyann Baker to change how the town shows its cash reserves in budget documents to improve transparency for taxpayers and for the bond rating. "That can help how the rating agencies review the town's financial status," **Rooney** said. The bond rating, **Rooney** said, is of critical importance as the town prepares to ask voters to approve a $12.6 million road bond in November and as school officials develop a proposed elementary school bond project that could go to voters in 2019.

Rooney is also looking to review town ordinances and regulations with the hope of making it easier to do business and start new ones in the downtown area. Morrone pointed to getting both the comprehensive and harbor management plans done as high priorities. Negotiations with municipal labor unions and filing vacant positions are also at the top of the list, Morrone said. The council focused on carving out an employment agreement that provides stability for **Rooney**, especially since he signed on so close to the election, Morrone said. "We don't want the manager to feel that a council change puts him in any jeopardy," Morrone said. When **Rooney** first moved to the town, he was living in a small efficiency apartment above a High Street restaurant. He has since moved to a full-sized apartment on Canal Street. His wife and two high school-aged children have decided to stay in Illinois until his son graduates at the end of the coming school year. **Rooney's** other son is in college.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
August 25, 2018

Rooney OKs Pact to Settle Grievance
Author: Dale P. Faulkner

A grievance filed by the International Brotherhood of Police Officers Local 503, the labor union that represents the rank-and file officers of the Westerly Police Department, has been resolved in the union's favor. A memorandum signed Aug. 3 by union President Patrolman Anthony Alicchio and Town Manager **J. Mark Rooney** outlines the agreement, which was struck while the grievance was pending before the American Arbitration Association and an arbitrator was about to hear the case. Arbitration is the final phase of the grievance process, which begins with the chief of police and then moves to the town manager and finally arbitration.

The grievance, which was filed in July of 2017, centers around the union's argument that its contract calls for the town to pay 82.5 percent of the cost of town provided health insurance and up to $6,000 per year to retired police officers who wish to purchase additional health insurance until age 65. The memorandum of agreement concedes the union's stance on the contract language. As part of the agreement, the union agreed to withdraw the grievance.

Former Town Manager Derrik M. Kennedy had disputed the union's interpretation of the contract, which caused it to move to the arbitration phase. Kennedy, who negotiated the contract with the union, claimed the contract limited the town's contribution to a maximum of $6,000 per year to be used toward the cost of the town-provided insurance. Robert Lombardo, a frequent critic of Kennedy's and town government in general, repeatedly said during Town Council meetings that the contract, which was approved in late 2016 and covers the period from July 1, 2016, to June 30, 2019, gave retired officers up to $6,000 in reimbursement for extra insurance, but Kennedy stated repeatedly that Lombardo was misinterpreting the contract. The union later made the same claim, in the grievance, that Lombardo had made. Westerly Police Sgt. Paul Gingerella said the outcome in the union's favor "again goes to show that these aren't minor grievances we have filed and also shows the prior manager and current chief were wrong again." Westerly Police Chief Richard Silva said he allowed the grievance to move immediately to Kennedy. "I really had no involvement with the grievance. It was an issue between the former town manager and the union involving interpretation of what was then the new collective bargaining agreement as it pertained to health care benefits in retirement," Silva said.

Rooney said he interpreted the contract more broadly than Kennedy and believes the union's interpretation of the contract will not create a significant expense for the town. "The amount of ill will and anger that it generated for that [small of a] potential savings was so slight that it made no sense to me to have a fight on something I could resolve and not have another issue that would damage employee morale and trust," **Rooney** said during an interview Thursday.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
July 8, 2018

'Staunch Support' for Silva
Author: Dale P. Faulkner

The Rhode Island Police Chiefs' Association has entered the fray in the spat between members of the Westerly Police Department and town management. In a June 28 letter to interim Town Manager **J. Mark Rooney**, the association announced its "staunch support" for Police Chief Richard Silva. In May, the International Brotherhood of Police Officers Local 503, the labor union that represents the Westerly department 's rank-and-file officers, wrote to **Rooney** to inform him that its members had approved a vote of no confidence in Silva, who has served as chief since November 2016. The union wrote to **Rooney** again on June 13 and asked for the removal of Silva from his position.

Col. James J. Mendonca, president of the police chiefs' association, in his letter to **Rooney**, said Silva has "demonstrated an unparalleled level of professionalism" and has displayed selfless and devoted service to the organization during his four years on the association's executive board. Mendonca is police chief in Central Falls. Silva currently serves as vice president of the association. Silva has faced intense scrutiny from members of the local union since he was selected by former Town Manager Derrik M. Kennedy over Capt. Shawn Lacey, the other finalist for the position.

Lacey has worked for the department for about 30 years, starting as a patrol officer and working his way up through the ranks. The union announced its displeasure with the selection of Silva before he even started and members of the local police honor guard refused to participate in his swearing-in ceremony. The letter from the police chiefs' association was intended "as a character rebuttal with regard to the unfortunate events that have taken place within the Westerly Police Department - namely the 'no confidence vote' in opposition to Chief Silva - which is clearly void of substance and veracity," Mendonca wrote.

Town Council President Edward Morrone on Friday said the council will have little if any involvement with the ongoing clash involving the union's dissatisfaction with Silva. "Obviously it's the manager 's issue. He makes the appointment," Morrone said. Given **Rooney's** unfamiliarity with many of the issues, Morrone said it seems unlikely that he would act on the union's request. **Rooney** started his interim post on May 7. "I don't think the manager's in a position to, in any way, make this type of decision, at least not in the short term," Morrone said.

According to Morrone, **Rooney** is monitoring the situation and has communicated with the union and with Silva about the situation. Morrone said he has no reason to believe that members of the department are compromised in their ability to perform their duties. "I haven't been advised by my constituents of any such problem. I think the citizens of Westerly can rest assured they're protected and this does not seem to be affecting the delivery of the department 's vital service," Morrone said. Mendonca asked **Rooney** to consider the entirety of Silv a's work in law

enforcement. He came to Westerly after completing a 28-year career in West Warwick, including eight as chief. "Chief Silva is a valuable and respected member of the law enforcement community that the RIPCA relies on heavily. It is with hopes that you see his value and leadership, and balance the hollowed accusations against him with his career accomplishments," Mendonca wrote.

The Fraternal Order of Police Association Lodge 10, a Westerly-based lay group that supports the town's police officers, has also inserted itself into the debate. The association wrote to **Rooney** and the Town Council on June 12 and called for Silva's dismissal. **Rooney**, Silva, Mendonca and Patrolman Anthony Alicchio, president of the Local 503, did not respond to messages seeking comment for this article.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

[CB&A Note: The following article is one of several that follow related to **Mr. Rooney's** departure from the city of Carpentersville and a subsequent lawsuit. To summarize the situation, towards the end of **Mr. Rooney's** tenure in Carpentersville, the elected body made it clear it was time to part company and sent him home while they negotiated an exit agreement. Several weeks later, the Board withdrew its offer, stating he had voluntarily resigned when he ceased coming to work and denied him the severance money it was obligated to pay in the contract. **Mr. Rooney** subsequently pursued the matter in court. Ultimately, he was made whole financially and the city paid his legal fees. The net impact on Carpentersville is it paid about $120,000 more than if it had simply honored the terms of the contract.]

The Daily Herald (IL)
June 22, 2018

Former Village Manager Sues Carpentersville, Seeking Severance
Author: Lauren Rohr

Carpentersville is being sued by former Village Manager **Mark Rooney**, who claims the village fired him five months ago and refused to pay him severance -- a violation of his contract. The village board voted in January to accept what it considered **Rooney's** "voluntary resignation," saying he had stopped reporting for work. The move came after weeks of negotiations surrounding **Rooney's** employment. The lawsuit filed Wednesday in Kane County argues **Rooney** was placed on involuntary leave, then terminated from the position he held for seven years. He never received the $190,000 owed to him in severance and benefits, the suit says. It seeks at least $217,000 in compensatory damages for breach of contract and violation of the Illinois Wage Payment and Collection Act. As of Thursday, village officials said they had not been served with the papers.

The complaint claims Village President John Skillman, the former fire chief, was "determined to terminate" **Rooney** since being sworn into office in May 2017. It also lists several instances in which Skillman apparently told **Rooney** he intended to fire him. As fire chief, Skillman underwent a disciplinary interrogation in 2016, at which point **Rooney** asked him to retire in lieu of being terminated, the suit says. Skillman was elected village president a year later, and three other newcomers were either elected or appointed to trustee seats by the time the village board started evaluating the manager position. Skillman said Thursday he never stated he would fire **Rooney**. He said the complaint is full of "inflammatory comments" personally attacking him. "This is about a contract. This is not about myself or any of the village board members," Skillman said. "It has nothing to do with what he's looking for (or) his end result. I'm really surprised to see him making these statements." Village Attorney Brad Stewart declined to comment, saying it would be "premature and negligent" to provide a statement before thoroughly reviewing the document.

According to his employment agreement, **Rooney** was entitled to nine months' severance pay at his annual salary of $176,710, plus benefits and some unused sick time, if he were fired after five years. The contract also says **Rooney** can be deemed to be terminated -- granting him the

severance compensation -- if he resigns at the village board's suggestion. When **Rooney** left the village, Carpentersville's then-attorney, Hart Passman, said **Rooney** was not entitled to that money because his resignation was voluntary. "He packed up his office and left," Skillman said. "He was never fired or terminated until he abandoned his post and didn't follow his own policy," which states that multiple days of unreported absence is deemed a voluntary resignation.

Rooney's employment was the topic of various special meetings from Dec. 12, 2017, to Jan. 24, 2018. During that time, **Rooney** turned down multiple separation agreements proposed by the village board, none of which offered the full severance allotted to him through his contract, according to the suit. After closed-session discussions Jan. 6, attorneys for both parties agreed **Rooney** would be placed on involuntary leave and would be paid through accrued benefit time while negotiations continued, the suit says. He received compensation for a two-week pay period ending Jan. 13. In a Jan. 8 email obtained by the Daily Herald, Skillman told department leaders **Rooney** moved his belongings out of his office Jan. 5 and would not return to work. He said **Rooney** had requested a separation agreement and advised the employees not to contact him.

The village board voted in open session Jan. 16 to approve a separation deal, which Skillman said was being finalized by attorneys. When the parties were still unable to reach an agreement, trustees rescinded the offer a week later and accepted **Rooney's** voluntary resignation, effective Jan. 5. The lawsuit calls **Rooney's** resignation "a fiction" and says his employment was terminated without cause. **Rooney's** attorney, Patrick Walsh, said **Rooney** declined to comment beyond what is in the complaint. The parties are due in Kane County court Sept. 5.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
May 8, 2018

First Day on the Job
Town Welcomes Interim Manager
Author: Dale P. Faulkner

On the night of his first Town Council meeting Monday**, J. Mark Rooney** was provided with a glimpse into a perennial topic of discussion - parking in Watch Hill. **Rooney** took his oath of office earlier in the day and then again during a ceremony at the start of the council's meeting. A 15-minute-long reception followed the ceremony, giving **Rooney** a chance to meet residents who were either on hand for other agenda items or who came to meet him.

The parking discussion had its origins in a proposal to lift a parking ban on Bluff Avenue to add 13 to 27 new parking spaces for the public. The Bluff Avenue proposal grew out of efforts last year to establish drop-off zones to improve shoreline access in Watch Hill and Misquamicut. On Monday, the Town Council agreed, by unanimous consensus, to drop the Bluff Avenue proposal after hearing the Watch Hill Fire District Council's proposed alternative - to establish seven parking spots in the district's Larkin Road parking lot for Westerly residents.

The spots would be free for residents parking for up to three hours. The district also plans to create a drop-off loop in the lot where an estimated three vehicles could pull in at a time, drop off their passengers, and then drive out of the lot without being charged. The lot will also be available for free after 5 p.m. in the hope of making parking available for residents. Rather than simply stand in opposition to the Bluff Avenue parking proposal, Randy Abood, Watch Hill Fire District moderator, said district officials developed the Larkin Road parking lot idea in the spirit of "seeking the common good and solutions."

Abood was joined by other district officials as well as property owners and representatives of businesses and other organizations including Daniel Hostettler, president and managing director of Ocean House Management, which runs the Bluff Avenue resort hotel, and Deborah Lamm, Watch Hill Conservancy chairwoman. Allowing parking on Bluff Avenue would detract from the look and feel of the village and could hurt business at the Ocean House, an important part of the town's tourism economy, Abood said.

Town Councilor Philip Overton praised the citizens of Watch Hill for "working in good faith." "I'm very impressed that in the spirit of community you have come forward with these really good ideas," Overton said. The fire district also plans to install an automated gate system and a security camera at the lot. Abood said he is in discussions with the district's legal advisor to determine whether the gate proposal will require approval by the district's voters. Regardless, he said, the drop-off loop and seven spaces for Westerly residents can be established immediately.

Rooney also witnessed another important aspect of the town - a group of citizens who pay attention to their local government. Hatsy Moore, a former Town Council member and a resident

of Watch Hill, took to the podium in Council Chambers to raise questions about the Larkin Road parking plan, saying it did not align with previous commitments made to Misquamicut Club members and residents who invested in the Lanphear Livery parking lot. "Welcome **Mr. Rooney**, I am your and the council's worst nightmare, but I have a sense of humor, and I've been threatened with being handcuffed," she said, alluding to a previous meeting during which she was asked to hold off from commenting at the podium because she was trying to speak at an inappropriate time.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Westerly Sun (RI)
April 26, 2018

J. Mark Rooney of Illinois is Council's Choice for Interim Town Manager
Author: Dale P. Faulkner

The Town Council is prepared to offer the position of interim town manager to **J. Mark Rooney** of Highwood, Ill., pending completion of a background check. The council voted 6-0 Thursday in favor of offering the position to **Rooney**, contingent upon successful clearance of a background check that started Wednesday when the council named him one of two finalists for the job. Councilor Mario Celico did not attend the meeting. The decision followed a nearly 90-minute-long executive session of the council. A retired U.S. Army lieutenant colonel, **Rooney** has more than 20 years experience working in municipal government in four municipalities and villages in Illinois.

Councilor Philip Overton said **Rooney's** resume describes a career of "powerful leadership" and a "history of success as a town manager." "He's a great candidate," Overton said. According to his resume, **Rooney** received a Bronze Star for valor and a Combat Action Badge. He was wounded while in Iraq, where he served during Desert Storm and Operation Iraqi Freedom. He served as village manager in Carpentersville, Ill., from 2010 until January, and as chief of staff in North Chicago in 2009-10. He was village manager of Wheeling, Ill., in 2006-09, where he previously served as assistant village manager for three years. His resume also includes a stint as a staff assistant to the late U.S. Sen. Paul Simon, D-Illinois.

Hatsy Moore, a resident and close observer of local governmental affairs, asked the council why it was considering candidates who live so far from Westerly. The other finalist lives in Ohio. Moore also read from a petition that circulated in Carpentersville toward the end of **Rooney's** tenure there. The petition sought his removal as village manager. According to news accounts, **Rooney** ultimately resigned from the position. Moore also criticized the council for conducting interviews in executive session and for revealing only the names of three of the six candidates who were interviewed; 14 candidates submitted resumes. "These three candidates who were interviewed, we have no idea who they were. There was no input from the public, there was no information to the public but you people committed to transparency and open government," Moore said.

Councilor Jean Gagnier said he was not surprised that someone would look to leave Illinois, which is beset with serious economic problems. "Let me see, why would someone want to move here? Why would someone want to live near the ocean in a community that has a low tax rate and has a good balance sheet and is paying its pension liability as opposed to Illinois or Ohio?" Gagnier asked. Gagnier also said that the candidates for the job were allowed, under the state Open Meetings Act, to choose to have their interviews conducted in private. When council members decided on two finalists, they asked the two candidates if they could release their names and the candidates consented, Gagnier said. "We wanted their names out. We wanted them to be vetted," Gagnier said. Council President Edward Morrone, after the meeting, said

that **Rooney** discussed the end of his tenure in Carpentersville. "I'm comfortable that he disclosed everything we should know about the situation," Morrone said. The council also completed the requirements and criteria it will seek from candidates for the permanent town manager position. The vacancy will be posted on the International City/County Management Association website starting Monday. Resumes will be solicited for 30 days. Today is current Town Manager Derrik M. Kennedy's last day on the job after about 2.5 years in the position. He is leaving to become town manager in Mansfield, Conn.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Chicago Tribune (IL)
January 25, 2018

Ousted Carpentersville Manager Resigns, Board Withdraws Separation Deal: Officials
Author: Erin Sauder

Carpentersville trustees on Wednesday withdrew their separation agreement offer to **J. Mark Rooney,** saying the village manager voluntarily resigned when he stopped showing up for work earlier this month. Last week, the Village Board unanimously approved offering the deal to **Rooney**, who was hired as village manager in 2010. Village President John Skillman said at the time that attorneys were working out the terms. Trustees also approved naming Marc Huber, Carpentersville's assistant village manager/director of community development, as acting village manager on an interim basis. The board reconvened Saturday to continue discussing the separation agreement. At issue, according to village attorney Hart Passman, was the inclusion of a nondisparagement clause, a provision that means neither party can make negative comments about the other. "Mr. Skillman mentioned there was room for the attorneys to work out the details. We've been unable to do so," Passman said Saturday. "**Mr. Rooney** did not accept the village's effort to compromise on that provision."

During this week's board meeting, Trustee Diane Lawrence motioned withdrawing the village's separation agreement offer, saying **Rooney** voluntarily resigned his employment when he stopped coming to work. "Records indicate the last day he reported to work was Jan. 5. At that time, he cleared out his office of his personal belongings," Lawrence said. "According to the employee handbook, any employee who fails to come to work without notifying the village will be considered voluntarily resigned from the village. I motion to accept his voluntary resignation." Her motion was approved 4-2, with trustees Paul Humpfer and Don Burroway dissenting. "While the village was trying in good faith to find an agreeable solution to the subject of **Mr. Rooney's** employment, we identified that he had cleared out his office and stopped reporting to work," Skillman said in a statement following Wednesday's vote. "There is no circumstance in which an employee can just stop reporting to work and expect to maintain their status as an employee or expect taxpayers to foot the bill for a substantial salary and benefits package."

He added that the board had already been in the midst of addressing whether **Rooney** was the correct person to serve in the role of manager. "His voluntary resignation allows us to focus on moving the village forward in a new and better direction," Skillman said. "We are not interested in drawing unnecessary negative attention to **Mr. Rooney**, who we recognize has added some degree of value to the village in the past. But in the interests of openness, I do say that there have been increasing and continuing concerns regarding **Mr. Rooney's** communications with stakeholders in the village, his administrative decisions and his fiscal management of the taxpayers' resources." **Rooney** could not be reached for comment. Prior to coming to Carpentersville, **Rooney** was the village manager for Wheeling from 2006 to 2009 and Wheeling's assistant village manager from 2003 to 2006.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
January 16, 2018

Carpentersville Approves Separation Deal with Village Manager
Author: Lauren Rohr

The Carpentersville village board Tuesday night approved a separation agreement with Village Manager **Mark Rooney**, who has served in the position for more than seven years. Village officials did not immediately release the details of the agreement, and Village President John Skillman declined to comment. The unanimous vote came after a nearly hourlong discussion in closed session, in addition to a two-hour closed session during a Jan. 6 special meeting. The measure was not discussed in open session. "I will leave my position with a sense of accomplishment and thanks for all I have learned through the inevitable challenges with a position such as mine," **Rooney** said in a statement to the Daily Herald. "I served with a specific set of values and principles with the overriding goal to make the lives of Carpentersville residents better." Trustees also voted Tuesday to appoint Assistant Village Manager Marc Huber to the interim manager role, effective immediately. **Rooney**, an Army veteran, was hired as village manager in 2010. Last year, he was earning a salary of $175,710 plus benefits, according to village records.

During his tenure, trustees supported two amendments to **Rooney's** employment contract, the most recent of which included a 5.5 percent raise that brought his annual salary up to $167,000 in 2015. His salary was adjusted each year based on performance evaluations by the village board, according to the contract. The village board has seen significant turnover since Skillman, a retired Carpentersville fire chief, beat out incumbent Ed Ritter for village president last spring. Voters elected newcomer Diane Lawrence to a trustee seat, and Skillman later appointed John O'Sullivan and Jeff Frost to fill vacancies on the board. "In this era of compressed time, constant commentary and polarized politics, things do not always work as they should," **Rooney** said. "Elections have consequences. I leave my position with my head held high."

In his statement, **Rooney** thanked trustees and Ritter for working cooperatively "with a mutual sense of respect and trust." He lauded the village's improved transparency rating, the creation of a community development department, new economic activity such as the Walmart Supercenter, and various other accomplishments in the last seven years. Skillman said no decisions have been made for finding a permanent replacement for **Rooney**. The village board is expected to discuss its next steps at a later date. **Rooney** previously served as village manager in Wheeling, a position from which he resigned in 2009. At the time, two trustees said his departure came after a majority of the board indicated in closed session that they no longer supported him. Before Wheeling, **Rooney** served as village administrator in Highwood.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
June 29, 2017

Carpentersville OKs Settlement with its Former Director of HR
Author: Lauren Rohr

Carpentersville's human resources director resigned last month after village officials indicated they were contemplating her termination, according to a separation agreement. Samantha Brunell, who had been on the job since last July, was placed on administrative leave May 10 while the village assessed her performance and the needs of the department, Village Manager **Mark Rooney** said in a memo to the village board. She resigned from the position six days later as part of a settlement that would pay her salary and benefits through June 30.

What led to Brunell's departure — and the village's roughly $13,738 payout — remains unknown. **Rooney** declined to discuss personnel matters, and Brunell was unavailable for comment. Under the agreement, which was approved last week by the village board, both parties are releasing one another from any "claims, demands, causes of action or liability" related to Brunell's employment or departure. Brunell will also receive a letter of reference from **Rooney**.

In addition to her human resources role, Brunell served as the assistant to the village manager and handled public relations responsibilities. She was employed in the finance department, and her starting salary was $70,000. Carpentersville officials are now working with an outside consulting firm, GovHR USA, to review the vacant position and consider a possible staffing reorganization, **Rooney** said.

Jeff Monteleone, the village's senior management analyst, is taking over Brunell's human resources duties on an interim basis with help from **Rooney** and Assistant Village Manager Marc Huber. The village will not backfill the analyst position until they determine whether Monteleone is a good fit in human resources, **Rooney** said. Additionally, he said, department heads have been trained to handle some public relations responsibilities, such as writing news releases. The village might also consider hiring part-time consultants to help with special projects. **Rooney** said the review and reorganization period is expected to be complete by the end of August, when planning for the 2018 budget cycle begins.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
March 30, 2017

Carpentersville, Illinois Policy Institute, Website Transparency
Carpentersville Lauded for Transparency
Author: Erin Sauder

Carpentersville has been recognized by the Illinois Policy Institute for its "highly transparent" municipal website. "This kind of transparency is critical for trust," Village Manager **Mark Rooney** said in a news release. "We strive to make sure we remain accountable to our taxpayers." The transparency score of 96.2 percent represents nearly a 5 percent improvement since the last audit in December, and more than a 45 percent increase since 2013. Those scores were 91.6 percent and 50.6 percent, respectively.

The Illinois Policy Institute ranks municipalities, townships, school districts, libraries and other entities for transparency based on their websites. "Over the past few years, the IT Department has consistently worked with the village board, village manager, and village staff to evaluate ways to redesign our website in order to make key information more readily available to our citizens and businesses," said IT Director Kevin Goethals.

After receiving the dismal score in 2013, a new page was created dedicated to government transparency (cville.org/Reference-Desk/Website-Transparency.aspx) and allows searching through links to all of the information from a 10-point transparency checklist in just one click. The checklist evaluates how accessible it is to find information on a municipality's taxes and fees, lobbying activity, bids and contracts, salary and benefits, expenditures, financial audits, budgets, public records, meeting information, and contact information for elected and administrative officials.

Carpentersville received perfect scores in seven out of the 10 categories on the checklist in the latest audit. "Our goal is to reach 100 percent transparency," Goethals said. "We want Carpentersville residents to have the ability to easily contact village officials, while making key village information readily available to anyone visiting our website."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **J. Mark Rooney** is listed below.]

https://www.ilcma.org/programs-and-services/awards-program/special-service-award/

J Mark Rooney
2016

ILCMA
SPECIAL SERVICE AWARD

QUALIFICATIONS

The Special Service Award is presented to individuals who have notable association or affiliate activity and significant professional accomplishments, including private interests, family interests, acts of heroism, charitable acts, or social accomplishments.

2016 **Mark Rooney**

For his outstanding service and leadership to the local government management profession as shown through his support of members in transition.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
June 23, 2016

Lawsuit Headed Back to Court, with a New Judge
Author: Lauren Rohr

A lawsuit filed by East Dundee officials, who are trying to prevent Wal-Mart from obtaining more than $4.3 million in special taxing funds for its new Carpentersville store, is headed back to court, this time with a new judge. East Dundee Attorney Tom Gardiner said state law prohibits tax increment financing funds from being used to entice a business to relocate within 10 miles. Because the new store is less than three miles away, East Dundee argues Wal-Mart does not qualify for TIF funds, Gardiner said, noting the village wasn't trying to stop the store from opening. Kane County Judge David Akemann dismissed the lawsuit last year, saying East Dundee's case lacked standing. The village appealed that decision, as well as an order denying the village's motion for a substitution of judge.

After the appellate court decision Monday, the lawsuit will go back to the circuit court, and East Dundee can continue making its case in front of a new Kane County judge. The decision also means Akemann's ruling is void. "This shows we have standing, we have merit in this case," East Dundee Village President Lael Miller said. "The important thing is for us that this validates the fact that we did have a valid case and that the previous judge's ruling is tossed out."

Carpentersville Village Manager **Mark Rooney**, who argued the village did not violate TIF laws, said the appellate court decision to put a new judge on the case doesn't mean Akemann's initial ruling isn't valid. Wal-Mart and Carpentersville officials have argued the company's decision to move was market driven and a result of circumstances beyond its control. "It's a meritless case," **Rooney** said. "It's a complete waste of the taxpayers' money in East Dundee, and now they're also wasting Carpentersville taxpayers' money to defend a meritless case." **Rooney** said the village has not yet decided its next steps.

In a TIF district, the property tax revenues that go to local governments are frozen for up to 23 years at a certain level, which is set on a base assessed property value. Any taxes generated above that level can go back into redevelopment. The new Wal-Mart Supercenter in Carpentersville held its grand opening early Wednesday. East Dundee estimated it would lose an estimated $60,000 to $80,000 per month in sales tax revenue after the closing of its Wal-Mart store.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
April 27, 2016

Carpentersville Firefighter's Union Seeking Arbitrator in Disputed Layoffs
Author: Lauren Rohr

Amid contract negotiations with the village, the Carpentersville firefighter's union is asking an arbitrator to negotiate the layoffs of two full-time firefighters. The layoffs took effect Friday, but the union filed a grievance last month after they were announced, claiming the move violated the current contract, which expires at the end of the month, said Rick Nieves, president of the Carpentersville Professional Firefighters Union. But the union and the village disagree vehemently on the circumstances that resulted in the layoffs, mainly centering on cost savings.

In 2014, the union and village signed a "side letter" agreeing to a swing shift, which moves firefighters from normal to short-staffed shifts. The agreement called for the village not to lay off any firefighters during the duration of the contract, as long as the swing shift structure saved $75,000 annually. "It's the village's position to end our side letter because the savings that were promised did not materialize," Village Manager **J. Mark Rooney** said. Nieves said the swing shift did reduce overtime costs by $75,000, but the village used the additional funds ineffectively, "not at the fault of the union." He also argued the layoffs wouldn't result in significant cost savings, as the village would have to pay overtime costs and part-timers to make up for the loss. "We strongly feel that these layoffs are not really necessary and are against the agreement we had with them this last time around," Nieves said. "We don't feel there's a true bona fide economic problem." The two parties were unable to come to a resolution during negotiations, Nieves said, and the union is requesting a third party to settle the dispute.

Rooney said he made an offer during contract negotiations to postpone the layoffs until the end of negotiations, but it was rejected by the union. "If we didn't find the savings, (layoffs) could've still happened," **Rooney** said. "But it wouldn't have to happen until that point in time when we concluded those negotiations." Nieves said the union never received a formal offer to stave off the layoffs. Instead, he said, **Rooney** indicated he would rescind the layoffs if the union paid the full salaries and benefits for the two firefighters. **Rooney** denied such an offer was ever made.

Contradicting statements from both parties don't end there. Nieves claimed the fire department is the only unit in the village experiencing layoffs, while **Rooney** says cuts are being made across several other departments. Nieves says the two firefighter layoffs would save only $20,000 per year, and **Rooney** argues it'll result in about $100,000 in net savings. **Rooney** said the union linked negotiations about the layoffs to an unrelated issue: Allowing firefighters to wear shorts while on duty. Nieves said the union always handled the two issues separately. Now, Nieves said, arbitration is the union's last chance to restore the firefighters' jobs. "I'm hoping at some point in the near future (the village will) still rescind the layoffs and we can come together," Nieves said. "Losing two guys is an unfortunate situation, not only for the community but also for the guys and their families."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
March 18, 2016

Carpentersville, Branding, Spring Hill Mall, Meadowdale, District 300
Carpentersville Trying to Change Village's Public Perception
Author: Erin Sauder

Carpentersville officials know that changing the village's public perception could be an uphill battle. But it's one they're willing to take on. About 30 individuals, including staff and board and commission members, took the first step in the branding campaign process by attending a brainstorming workshop Wednesday, led by Bill Balling, managing director of the WRB LLC consulting firm. His colleague, Adriane Johnson, an associate consultant, also attended the workshop. "Branding is essentially everything you do," Johnson said. "It isn't just the logo. It's a specialized type of marketing to help tell a community's story. It gets to the foundation of what makes a place desirable. It's also what people say about you when you're not around."

She said the goal of branding is to enhance and/or improve the community's image and attract the desired residents, businesses and visitors. Attendees were asked to weigh in on the village's strengths, weaknesses, opportunities and ultimate threats. Carpentersville's industrial base, diversity, residents, services, walkability, location and long-range planning topped the list of the village's strengths. "Most of our town is pretty well kept up," Village President Ed Ritter said. "There's some dark spots here and there and we have to keep fighting them but that percentage is much lower than it was 10 or 12 years ago."

As for the village's weaknesses, "public perception," said former trustee Kay Teeter, who is currently a member of the Business Development Commission. "That's huge." "The lowest hanging fruit on the weakness side is the perceived level of crime and the actual level of crime which is lower than our surrounding communities," added Trustee Kevin Rehberg. "There are metrics out there that prove this." Traffic flow and the negative perception of the area's public schools were also noted as weaknesses.

Village Manager **Mark Rooney** said the village's business corridors also provide a challenge. "We have Randall Road, Route 31 and Route 25 — they don't have any correlation," he said. "There's a very different challenge of marketing Randall Road than Route 25." As for Carpentersville's opportunities, the riverfront was suggested. "Our section isn't developed yet," Rehberg said. "You can't get a motorboat in there. You have to paddle, with a canoe or kayak. But the fishery has rebounded tremendously. When you get to the Dundee area it turns more urban. We're in this transition zone between a highly boatable area to this urban Dundee area." He added the village "has a real opportunity to make ourselves attractive to new families that are fleeing Chicago." "Most people don't want to raise families in the Chicago public schools anymore," he said. Trustee Jeff Sabbe said District 300 also "is a huge opportunity for us." He cited the district's partnership with Elgin Community College which is allowing qualified high school seniors the opportunity to enroll at ECC full-time and earn up to 32 college credit hours, tuition free. Another suggestion was implementing community events throughout the year

instead of just spring through fall. As for threats to the village's success, declining equalized assessed values, lack of revenue, and Spring Hill Mall were mentioned. Rouse Properties, which owns Spring Hill Mall, asked to partner with both Carpentersville and West Dundee to bring the $40 million renovation project to fruition. Plans call for a movie theater, restaurants, and a new layout. Mall officials were seeking $8.6 million total in financial assistance from Carpentersville and West Dundee, with the majority, about $7.4 million, coming from the latter since most of the shopping center falls within the village. Carpentersville's ask is about $1.2 million. "Two villages have spent a lot of time and money but it is very possible that mall will fail," **Rooney** said. "That's a pretty big threat."

He cited the Meadowdale property which runs from Besinger Drive to Lake Marian Road. At one time, the shopping center on the property was a popular draw due to anchor stores such as Wieboldt's and Woolworth's. It was such a high-trafficked area in 1960 that John F. Kennedy delivered a stump speech there while running for president. "That threat would be a repeat of what happened to Meadowdale and create a perception problem," **Rooney** said. "It went from a JFK rally point to nothing." The next workshop on the initiative is set for next month. "I'd like you to think about and reflect on the topic we're discussing this evening and come back in early April and get additional feedback," Balling said.

Daily Herald (Arlington Heights, IL)
September 18, 2015

Ex-Kaneland teacher settles federal lawsuit over DUI arrest
Author: Harry Hitzeman Legal Affairs Writer

A former Kaneland School District 302 teacher has settled a federal lawsuit against Carpentersville police that argued he was roughed up after a 2010 DUI arrest. Ryan Wlodek, 35, of Elgin, reached a settlement last month after suing the village of Carpentersville, along with Officers Donald Wells and Matthew Lipke, records show.

Carpentersville Village Manager **Mark Rooney** said officers did nothing wrong and the village wanted to fight the lawsuit. However, the village's insurance carrier decided it would be better to pay $7,500 in a no-fault settlement than to go to trial and pay some $20,000 in legal fees, plus risk more in damages if the village lost the case.

"He was not in any way mistreated. The officers did nothing wrong," **Rooney** said. "(The insurer) made a business decision that the village didn't support but had no power to stop. It would have been more costly to defend."

Wlodek initially was charged with felony obstruction of justice, DUI and attempted fleeing and eluding and stemming from his July 4, 2010, arrest. After years of delays in his case, he pleaded guilty to the reduced charges of misdemeanor DUI and obstruction of justice earlier this year and was sentenced to court supervision, records show. He was charged with felony obstruction because he refused a breath test and wanted his blood drawn at a hospital instead. Wlodek, a former science teacher at Kaneland High School and most recently a teacher at Kaneland Middle School, resigned from his post effective Sept. 11, according to the school district.

Wlodek filed an excessive force lawsuit in 2012 against the village and officers. In the lawsuit, Wlodek argued he was punched in the groin and officers purposefully drove erratically, turning quickly to slam him from side to side while he was handcuffed and in the rear of the squad car.

David Lipschultz, the attorney representing Wlodek in the federal lawsuit, said he "could not comment at all" on the lawsuit or settlement when reached by phone.

Jeannine Gilleran, an attorney who represented the village and two officers in the lawsuit, did not return messages.

Federal Judge Charles Norgle dismissed Wlodek's suit "with prejudice," meaning it cannot be refiled in the future.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
April 30, 2015

Carpentersville Manager Gets 5.5% Raise in New Village Budget
Author: Madhu Krishnamurthy

Carpentersville village leaders approved a 5.5 percent pay raise for Village Manager **Mark Rooney**, part of a roughly $46 million budget of expenditures for the remaining eight months of this year, which officials say includes no staffing or service cuts. **Rooney's** yearly salary goes up from $158,000 to roughly $167,000 retroactive to Jan. 1. He also gets five more vacation days (25 in total) and guarantees nine months of severance pay that equals his current pay, plus fringe benefits, if he is fired after five years of service for any reason other than being convicted of a felony.

Rooney said the salary increase is comparable to what managers/administrators of neighboring communities receive. "I'm still nine out of 10 in the ranking of salaries (of managers)," **Rooney** said. "I just bumped ahead of Lake in the Hills village manager." **Rooney** received a similar salary increase last year, as did a few other department heads.

Chris Scholl, a firefighter who ran unsuccessfully for the village board in April, said **Rooney's** pay hike is "fiscally irresponsible at a time when the village is talking about deficits." "What concerns me is also that this contract spells out his severance package, and severance packages should be dealt with at the time for severance and based upon the reasons for that severance," Scholl said. "The taxpayers should not be on the hook for (paying) $125,000 plus the fringe benefits ... he will also be compensated for unused vacation time and unused sick leave, which no employees get in the village."

Rooney said the increases are justified by how much money the village has saved through his leadership. "I had a good year last year," **Rooney** said. "We successfully got a $400,000 OSLAD (Open Space Lands Acquisition and Development Program) grant and a U.S. EPA (Environmental Protection Agency) grant of $628,000. Wal-Mart Supercenter successfully coming to town is a pretty significant event, which will be $1 million in sales tax (revenue) every year."

The Wal-Mart project — targeted for 26 acres along Lake Marian Road and Route 25 — is a nearly $30 million development, which includes a $4.3 million village incentive funded through a special taxing district to help with site improvements, such as the widening and signalization of Lake Marian Road, said Joe Wade, assistant village manager. Construction of the supercenter is expected to begin this summer and open by fall of 2016, officials said.

The village seems to have turned the corner after eliminating 34 positions during the past four years through layoffs, consolidation, reorganization, retirements and attrition. No personnel cuts are in this budget, **Rooney** said. "We save on an annual basis on salary and health care costs of over $1.5 million," **Rooney** said. The village also has saved roughly $195,000 by refinancing an

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

IEPA loan earlier this year, and nearly $100,000 in yearly debt service when borrowing $10 million for infrastructure improvements that will be completed over four years, he added. The 2015 budget includes a salary increase of 1 percent for public works employees, and 3 percent for police and firefighters. On average, personnel costs increased 2.2 percent, and health insurance costs increased 2.5 percent, Finance Director Hitesh Desai said. The village will be spending nearly $10 million on water and sewer improvements, and $3.5 million on infrastructure projects this year, and roughly $2 million on water main and road improvements related to the Wal-Mart project, in addition to the business incentive. Starting next year, Carpentersville will follow a calendar year budget once the tax levy is determined in December, officials said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
April 5, 2015

In Wake of Spat, Official Hires Private Detective
Author: Mike Danahey

Carpentersville Village Manager **Mark Rooney** said he is spending his own funds on a private detective after a March 14 altercation with a member of the Finance and Audit Commission. Harry Brown, of H. Brown Investigations, said he was hired by **Rooney** shortly after the incident with Humberto Garcia. Garcia, a Carpentersville trustee candidate, filed a police report regarding **Rooney's** actions during and outside a Finance and Audit Commission meeting March 14 at the town's public works building. "**Mr. Rooney** has a reputation to protect, with military service and an exemplary career," said Brown.

During the March 14 session **Rooney** questioned claims some people in town and some firefighters have been making that the Fire Department is understaffed. Garcia responded that he had heard those claims and that the department is understaffed. He asked **Rooney** if those people are lying. **Rooney** asserted that they are lying, noted Garcia has been on the commission for several years and that the numbers were there before him.

Rooney commented, "If you can't figure it out, I can draw you a picture. But if you can't understand what's before you, I can't help that God didn't give you enough gift to process the information." That escalated into a heated discussion in the public works building lobby at a break during the meeting. Police investigated and did not pursue charges. Brown said he is now investigating the matter. "This is in no way about the police investigation," **Rooney** said.

On Wednesday, after an executive session at its village board meeting the prior night, trustees issued an online statement that communicated to **Rooney** "its expectation that all village employees, especially those in leadership positions, conduct the village's business in a way that is professional and respectful of others at all times." Beyond that, the board took no action on the matter. Garcia was disappointed the board apparently took no disciplinary action. "As a public official, he should not behave like that," Garcia said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
April 1, 2015

Carpentersville Meeting Gets Heated; No Charges
Police Investigate After Trustee Candidate and Village Manager Trade Insults
Author: Mike Danahey

Insults about intelligence and bitter debate between the Carpentersville village manager and a village trustee candidate spilled over into an angry confrontation outside a meeting room, leading to a police investigation but no charges, officials said this week. Carpentersville trustee candidate Humberto Garcia filed a police report regarding Village Manager **Mark Rooney's** actions during and outside a Finance and Audit Commission meeting March 14 at the town's public works building. Garcia has been serving on the commission for about four years.

Responding to a Freedom of Information Act request from The Courier-News, Carpentersville released a video, police reports and the results of a police investigation about the incident with a memo that states: "Based on interviews and review of the evidence, there is no basis for pursuing criminal charges against any of the individuals involved." Still, Carpentersville Village President Ed Ritter said that the matter would be discussed in executive session following the Village Board meeting Tuesday night and that an official statement would be posted on the village's website after that discussion.

What led to the heated discussion and the ensuing report and investigation was a comment **Rooney** made to Garcia during the March 14 meeting. On an audio of that meeting obtained through the FOIA request, more than 20 minutes into a discussion of the fire department's proposed budget, **Rooney** calls into question claims some people in town and some firefighters have been making that the fire department is understaffed.

Garcia responded that he had heard those claims and that the department is understaffed. He asked **Rooney** if those people are lying. **Rooney** asserted that they are lying, noted that Garcia has been on the commission for several years and that the numbers are there before him. **Rooney** commented, "If you can't figure it out, I can draw you a picture. But if you can't understand what's before you, I can't help that God didn't give you enough gift to process the information."

According to Garcia, the matter escalated at a break several hours into the session, prior to him leaving to participate in the East Dundee St. Patrick's Day parade. The report released Monday notes a surveillance video from the lobby that caught the incident. The video, with no audio, shows Garcia using a finger to emphasize a point and **Rooney** immediately stepping into Garcia and using the same gesture, the report states. "Humberto did not appear to be threatening at that point, and **Mark Rooney** appeared to be the aggressor by stepping into Humberto," the report states. Then, "as Humberto was walking away **Mark** suddenly turns and approaches Humberto again at a fast pace and **Mark** is again using his finger in a poking motion to emphasize his point," the report states. Garcia exited the front door but then comes back into the lobby, the report states. Garcia looked toward the meeting room, then **Rooney** walked toward Garcia, the

report states. Garcia does appear threatened at this point, the report states, "as he slowly edges toward **Mark** with (redacted name) in between them. As (name redacted) grabbed **Mark**, it appears he is trying to shepherd him away from Humberto." "It appears that **Mark's** body is leaning in towards the meeting room and not towards Humberto, and **Mark** appears to look directly at (redacted name) and **Mark** says something to (redacted name) who immediately releases **Mark** and lets him pass." The report states, it "doesn't appear that **Mark** is trying to physically harm or threaten Humberto. It appears to be a disagreement that became personal, not criminal. Although there were many things said that could be considered insulting and unprofessional, it does not appear that any of these things would rise to the level of criminal conduct in that no physical threats were muttered."

According to the reports, **Rooney** told police that Garcia stopped him in the lobby and asked for an apology for what **Rooney** said during the meeting. **Rooney** said he would not apologize, the report states. **Rooney** told police Garcia threatened to have **Rooney** fired if Garcia got elected as a trustee. **Rooney** also claimed Garcia made a comment about "beating an apology out of him." **Rooney** said he "told Garcia he was a son of a bitch if he thought he could use violence against him." **Rooney** also advised police that during the argument, "he did make a comment to Humberto about beating his wife."

Tuesday, Garcia said he would wait until after the Village Board meeting to make any further comment. **Rooney** could not be reached for comment Tuesday afternoon. As for **Rooney's** comment about Garcia and a domestic offense, according to a redacted police report, officers were called to the Garcia home on Oct. 13, 2013, about a physical altercation. Media outlets learned about the incident last week from a tipster. Garcia was taken into custody and charged with domestic battery, according to the report. Garcia and his wife, Bibiana, said that the Monday after the incident she and her daughter asked to have the charges dropped and thought they had been, but soon learned they had not.

According to online court records, on Jan. 30, 2014, Garcia pleaded guilty and paid fines and fees totaling $820. He completed counseling, and the plea was vacated Nov. 20, 2014. The Garcias said Friday that they didn't want to bring up the matter because of their children and the attention it might receive. "It was embarrassing," Garcia said. Garcia has lived in Carpentersville for 20 years and owns and operates Meadowdale Performance Garage, He said he intends to remain in the race for one of the three spots on the village board up this April.

One of the other trustee candidates, incumbent Paul Humpfer was sentenced to a year of probation in October 2008 and ordered to enroll in a 26-week domestic violence program because of an incident with his wife in May 2007. Humpfer paid $1,000 in fines and costs and was ordered to refrain from abusive contact with his now-ex-wife. After complying with the conditions, the case was discharged in October 2009. Other Village Board candidates are incumbent Don Burroway along with Sara Miller, Jeff Sabbe and Chris Scholl.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
July 10, 2014

Investigation Clears Carpentersville Official
Author: Madhu Krishnamurthy

An independent investigator looking into allegations of gender discrimination, retaliation and harassment made by a former Carpentersville village employee against Village Manager **J. Mark Rooney** determined there was no validity to the claims. The allegations were made by the village's former human resources director, Linda Mogren, who resigned in May under a separation agreement with the village. At the time, neither village officials nor **Rooney** would discuss the reasons that led to Mogren's departure. Mogren, a village employee since 1998, served as human resources director for nine years. Several attempts to reach her and her attorney were unsuccessful. Mogren refused to cooperate with the investigation citing her severance agreement with the village in which both parties agreed to refrain from disparaging statements. Mogren was assured she would have immunity for any comments made during the investigation, according to independent investigator Dennis Walsh with the legal firm Klein, Thorpe and Jenkins.

The firm previously served as the village's attorney and was chosen to do the investigation because of Walsh's reputation, Village President Ed Ritter said. Walsh interviewed **Rooney** and several other village employees who either witnessed interactions between **Rooney** and Mogren or could speak to the allegations, and reviewed numerous documents of communication between Mogren and **Rooney**, according to documents obtained by the Daily Herald through a public records request.

Among Mogren's allegations were that **Rooney** "had a pattern of replacing women senior staff over 40 years old with males" and that he was trying to force her out after 15 years of service. She also claimed **Rooney** made several threats to physically harm village employees. According to the investigator's report several employees interviewed said **Rooney** would make references to his military service, but never expressly threatened to harm any employees. The police chief also looked into that allegation and determined it was unfounded. The investigation determined **Rooney**, formerly village manager in Wheeling, didn't break any state or federal laws or violate village policy, and acknowledged he is a demanding manager.

Ritter said the report puts an end to the matter. "I have a lot of confidence in our manager, the way he operates and how careful he is in anything that he does involving personnel," Ritter said. Ritter's only comment about Mogren was that she was "an excellent employee." "She chose to leave, and she was not forced to leave. She was a good employee while she was here," he said. Ritter said the village hired the independent investigator only to avoid potential litigation. "We're being proactive," he said. "We did not have to investigate. We could have just left it. But I didn't want to do that because sometimes when you just leave something, it seems like you are afraid to investigate."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
March 22, 2014

Village Postpones Laying Off Firefighters
Author: Lenore T. Adkins

Carpentersville has delayed the planned layoffs of two full-time firefighters while union officials discuss cuts they can make to save those jobs, Village Manager **J. Mark Rooney** said Friday. "I'm very optimistic that the firefighter's union will help us find a solution to avoid the layoffs," **Rooney** said. This action comes after the union met with **Rooney** on Wednesday to discuss the pending layoffs of the firefighters who were originally going to be let go March 28. There are 32 full-time firefighters, and the two at risk of losing their jobs have the least seniority.

Rather than work with a specific dollar amount, the union will instead make cuts from its recent contract and present the proposed savings to **Rooney**. The village board has final say and will vote on the new fiscal year budget April 1.

The extension gives the union time to consider what cutbacks it can take. Three years ago, during contract negotiations, the union agreed to several concessions so the village would not lay off three firefighters. The concessions included reduced holiday pay, no salary increase during the first year of the contract and a reduction in overtime pay. The union last fall agreed to another employment deal, which is what's being reviewed. "We are actively discussing our options with our members," said Lt. Rick Nieves, president of International Association of Fire Fighters Local 4790. "We are happy to see the village extend the timeline."

Last month, **Rooney** announced staff cuts of the two firefighters and three other village employees to help plug a projected $429,000 deficit. **Rooney** said similar negotiations are also afoot with the union that represents the other three employees. Since the announcement of the layoffs, the firefighter's union has filed a grievance. Also, several firefighters and retired chief John Schuldt have attended various board and budget meetings.

In the aftermath, firefighter Chris Scholl, a Carpentersville resident, publicly questioned whether the village is really in a financial bind and created an online petition to oust **Rooney** over what he calls his "poor management of village affairs."

As of Friday afternoon, 114 people had signed the petition. Scholl said most of them have family members working in the village or are firefighters elsewhere. He said 14 people are from out of state and others are from outside the area, according to information Scholl released to the Daily Herald. **Rooney** said he is aware of the petition and is ignoring it. "It does me no good to study every blog that is ever out there about me," **Rooney** said. "I just never made it a practice to read blogs. And I'm not going to start now."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
January 9, 2014

Carpentersville Approves Settlement with Firefighters
Author: Lenore T. Adkins

Carpentersville officials approved a contract settlement with the village's full-time firefighters Wednesday — a move that puts to rest the issues between the two parties and gives residents the protection they need without breaking the bank, officials said. In doing so, both parties also avoided settling their disputes through an often lengthy and costly arbitration proceeding. "That would have been the next step had we not come to a resolution," union President Lt. Rick Nieves said. The settlement stipulates that the village use a daily minimum of eight full-time firefighters spread among the three stations; the village previously staffed them according to daily demands.

In exchange, village officials can also use as many part-time firefighters as needed. Other highlights in the settlement include a round-the-clock lieutenant at every station, and the elimination of the village's right to remove fire engines from service when an unusual number of firefighters are absent. In turn, the union agreed to drop the six grievances it filed against the village related to staffing and seniority issues. "We're moving in the right direction; obviously we've got this compromise, and we think it's good for both sides," said Nieves, who could not stop smiling after the vote. "We're looking towards the future." The settlement, meanwhile, is expected to cost the village less than $50,000 in overtime, Village Manager **J. Mark Rooney** said.

Wednesday's board action came nearly three months after the village and the union agreed to a three-year contract for the 32 full-time firefighters. But several weeks later, the union complained the staffing changes would lead to slower response times that would endanger residents. Village officials, however, said the community was never in jeopardy, and the union actually was upset over the anticipated loss of overtime. The contract, they said, was meant to help curb $300,000 in overtime expenses. In the ensuing months, the full-time firefighters launched a social media campaign against the new pact, met with a pair of neighborhood groups and with Tom Roeser, an influential businessman and philanthropist. Also in the aftermath, resident Chris Scholl, a full-time Carpentersville firefighter, started a that was critical of the board and of **Rooney**.

At the end of November, the board authorized **Rooney** to request a meeting with the union to resolve the impasse. The interest was in a workforce concentrated on the business at hand, rather than problems on the periphery. "This is an example where compromise should not be a dirty word," **Rooney** said. Wednesday's vote was unanimous, with trustees Paul Humpfer and Pat Schultz absent from the meeting. Village President Ed Ritter heralds the process as a win for everyone and thanks everyone for their willingness to compromise. "We've put some of the biggest disagreements behind us, and we're moving forward cooperatively," Ritter said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
September 19, 2013

Village Working to Resolve Driveway Issue
Author: Lenore T. Adkins

Business owner Tom Roeser continues to feud with the village of Carpentersville over the brick driveway he installed that violates village code. While brick pavers are a no-no for driveways, they are allowed for patio construction, Village Manager **J. Mark Rooney** said. So if Roeser treats the driveway like a patio, it will comply with village code, **Rooney** said. "I'm not going to make a mountain out of a molehill," **Rooney** said. "If it's not looking like a driveway and it's not acting like a driveway, it's time to move on."

But Roeser, owner of, the village's largest employer, doesn't want a patio; he wants a driveway. And he says he intends to use that property as a driveway instead of playing a game of semantics with the village. "These guys are trying to make a problem go away that they created by calling a duck a swan," Roeser said. "This is not a small issue, and it's not about a driveway. It's about management that is so bad and inconsistent, they make me laugh."

The driveway lies between and the Order of Odd Fellows Lodge. Roeser owns the building that houses Sign-A-Rama. He says he built the grass-friendly driveway to blend in with the nearby residential area. The village rejected his original application for a brick driveway, and the community development department fined his contractor $150 for building it without a permit.

Roeser caused a stir last month when he complained to the village board about the miscommunication and misinformation he said he received from the community development department on several matters, including the controversial driveway at 3 N. Washington St. He told the board to get more involved in day-to-day operations but stopped short of asking trustees to fire Community Development Director Jim Hock.

In response to complaints from Roeser and others, **Rooney** ordered Hock and several members from that department to attend in-house educational seminars on customer service. Villagewide training on communication and customer service will take place later this month, **Rooney** said. Within the next six to 12 months, trustees could also consider changing the code when they address gravel driveways in the village, **Rooney** said. That, he added, has nothing to do with Roeser's complaint. "It was something that was under consideration for the last year," **Rooney** said. "We don't write laws for one person.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (Arlington Heights, IL)
February 8, 2013

1 town suing another over Walmart
Author: Lenore T. Adkins

Although a Kane County judge recently refused to issue a temporary restraining order that would have blocked Walmart from getting money through a special taxing district in Carpentersville, East Dundee will proceed with additional legal action. East Dundee's lawsuit seeks to prevent the retailer from getting any financial incentives from Carpentersville's tax increment finance district. A hearing is scheduled Feb. 14. Walmart plans to close its store in East Dundee and open a Supercenter by 2015 in Carpentersville.

"What the village filed was just asking the judge to make sure that the law is followed as it relates to the TIF and the expenditure of TIF funds," East Dundee Village President Jerald Bartels said. "I would think that Carpentersville would want to make sure all the laws are upheld as well." Carpentersville Village Manager **J. Mark Rooney** says the village knows the law. "The law is very specific on what is allowed and what isn't and we will follow the letter of the law and the spirit of the law," **Rooney** said.

Last year, Walmart said it would close the store in East Dundee to build a larger store at Lake Marian Road and Besinger Drive. Walmart officials did not specify why the Carpentersville location is more attractive. If the project reaches fruition, East Dundee will lose about $850,000 in annual revenue. The Carpentersville land lies within a TIF district the board created last year to spur development. In a TIF district, property tax levels are frozen for a period of up to 23 years. As redevelopment occurs and the land appreciates, taxes from the increased value are used to pay for improvements or to help defray development costs. East Dundee is pointing to a part of the law that says a business would not qualify for TIF funding if it moves to another TIF district less than 10 miles away in another town. The proposed Walmart would be less than three miles from the East Dundee site, also in a TIF district.

Carpentersville officials accuse East Dundee of stalling the development, of acting prematurely and of wasting their time and money. While Carpentersville is anticipating a TIF request from Walmart, it has not yet happened, said Joe Wade, Carpentersville's assistant village manager in charge of economic development. Wade pointed to a second part of the law that says TIF dollars can be spent in the new location if the old location "contained inadequate space, had become economically obsolete or was no longer a viable location for the retailer or serviceman." "My reaction (to the lawsuit) was why aren't they quoting the full portion of the statute?" Wade asked. Bartels said he would rather wait to see what happens in court. "We'll see what the judge says. (Carpentersville) can make that argument in front of the judge," Bartels said. "Both sides will be heard in court and we'll see where it goes."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
February 1, 2013

Report Says C'ville Fire Chief Put on Administrative Leave
Author: Mike Danahey

Village Fire Chief John Schuldt has been put on administrative leave, according to a Chicago radio report. WBBM News Radio reported Thursday morning that Schuldt had been put on leave and that Village Manager **Mark Rooney** would not comment as to why the move had been made. Village President Ed Ritter told The Courier-News Thursday morning that he had received several calls about the report but he could neither confirm nor deny it. He referred calls to **Rooney's** office. **Rooney** was not available for comment, and his office also would neither confirm nor deny the reports. Schuldt was not in his office Thursday morning and could not immediately be reached for comment.

The Illinois Fire Chiefs Association named Schuldt, 52, the Illinois Fire Chief of the Year for 2011 from among departments with a population of more than 25,000. Schuldt was nominated for the award by Assistant Fire Chief John Skillman. At the time, Skillman told The Courier-News that Schuldt had been with the department for 34 years, including 31 in a full-time role. Schuldt was named chief in 1996 and has served with fire safety organizations on the state and even the national level, Skillman said. Skillman noted in his nomination that "in May 2001, Chief Schuldt was asked by his village board to serve as acting village manager. He faced several key village staff positions that were vacant and the need to develop a village budget, at the time $40 million. He was responsible for a staff of 300 people during his 12 months as acting manager until his return to fire chief in May 2002. He was asked to stay in the position, but his love for the fire service returned him to his chief's position."

In the community, Skillman noted, Schuldt was on the founding board of the local Boys & Girls Club in the 1990s. Schuldt served on a 2010 committee that brought the Healing Field to Carpentersville to honor war heroes. Since 1998, he has participated in a community-wide paint-a-thon in which volunteers' paint homes of those unable to do so. He helped coordinate area fire departments' sending of help to victims of the 2004 Utica tornado and Hurricane Katrina in 2005. In 2010, when a local family was left homeless by a fire, Schuldt worked first to solicit donations of furniture and clothing the family needed and then worked with the owner of a storage facility to create a permanent cache of such items for future fire victims. Schuldt helped bring "Remembering When," a fire- and fall-prevention program for older adults, to Carpentersville as a pilot project and was instrumental in setting up a division technical rescue team for the area.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

The Northwest Herald (IL)
August 28, 2012

Lawsuit Claims Brutality, Racism in Carpentersville
Author: Lawerence Synett

A Crystal Lake man has filed a civil lawsuit against the village of Carpentersville and its police department, claiming that he was battered and racially mistreated during a traffic stop last year. Johny Perez, 21, is seeking more than $50,000 in damages in relation to an incident more than a year ago when Officer Alan Webb arrested him for misdemeanor resisting a peace officer and aggravated battery, according to the lawsuit filed in Kane County earlier this month. The 12-count lawsuit against the city and its police officers alleges that Perez was physically and verbally abused during a traffic stop March 16, 2011, on Route 25. It also states that the village's nonbinding resolution to make English its official language gives police a license to discriminate against Spanish-speaking people. Perez was pulled over that day by a member of the Carpentersville Police Department for driving 5 mph over the posted speed limit, the lawsuit states. He then was asked to step out of the vehicle to read the speed limit sign and return to the car before Webb and several other officers arrived. According to the lawsuit, Perez again was asked to exit his vehicle by Webb and was shoved in the chest. Webb punched him twice in the face, kneed him and struck him in the back of the head. Other officers held Perez while the abuse occurred, his lawsuit states. The officers also shouted racial slurs and verbally threatened Perez, a U.S. citizen who speaks Spanish and English, the lawsuit states. He suffered bruising on his face and body.

The charges later were dismissed, court records show. Perez was treated for bruises to his face and body at Centegra Hospital – McHenry, which cost $3,000 in medical bills, according to the lawsuit. Carpentersville Village Board members approved making English the official language in June 2007. At the time, proponents said it would strengthen the village and save taxpayers' money. Others argued that it would make the village a more difficult place to do business. Latinos make up more than 44 percent of the village population, according to 2010 Census data. The lawsuit alleges that resolution "was the product of pervasive racism of the village government, and some village residents against individuals of Mexican descent." "Police officers were permitted and emboldened by the village's institutional racism to use force against individuals of Mexican descent at a frequency disproportionate to their use of force against other individuals," the lawsuit states.

The counts include civil-rights violations, false arrest and imprisonment, physical abuse, unlawful search and deprivation of liberty, excessive force, civil conspiracy, and assault and battery, among others. The lawsuit also accuses Webb of lying in the subsequent police report by making it out as though Perez was the aggressor. That includes Perez yelling and bumping Webb, as well as refusing to be handcuffed. Carpentersville Village Manager **Mark Rooney** said the village had not been served the lawsuit as of Tuesday afternoon, and could not comment on any litigation.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (Arlington Heights, IL)
January 3, 2012

Carpentersville lays off two department heads
Author: Lenore T. Adkins

This marks the final week for a pair of Carpentersville department heads. Officials have laid off Engineer Scott Marquardt and Economic Development Director/Special Projects Coordinator Janice Murphy, both of whom have worked with the village for about a half dozen years. Details of their severance agreements were not available Monday.

Also this week, the village board will consider whether to furnish Village Manager **J. Mark Rooney** with a small raise and additional perks. The village made the decision to eliminate Marquardt and Murphy this fall, citing rising fuel and health insurance costs and the pay increases for the four unions that negotiated small raises last year, Village President Ed Ritter said. In the end, officials decided they could merge Murphy's responsibilities with another department and realized there wouldn't be enough projects to justify Marquardt's continued employment. "It's very hard," Ritter said. "We had to think long and hard about it because they were good employees and they did some important things for the village. But in today's reality, you have to cover your expenses and you have to make sure you can cover them." Assistant Village Manager Steven Jones will absorb Murphy's duties, while the rest of the engineering staff will take on Marquardt's work and hire outside contractors as needed. Eliminating the two jobs saves a combined $229,779, according to Finance Director Lisa Happ.

Meanwhile, **Rooney** is up for a raise and additional perks — his reward for a job well done, officials said. Tonight the village board will vote on whether to increase **Rooney**'s salary from $130,000 to $132,600, his monthly vehicle stipend from $300 to $500 and whether to cover his life insurance policy. The adjustments would be effective in August. **Rooney** has been village manager since September 2010, and the board completed his review and evaluation late last month. Ritter gave **Rooney** high marks for his leadership skills, for improving customer service at every level and for streamlining village operations. "He's done a really good job of reorganizing village hall and working at a lot of cost-saving things, and we've been very happy with his service so far," Ritter said. "There were some things he originally asked for (when he was hired) and we said we can't do it, but if things went well, when next year came around, we'd add a couple of things to his contract."

Trustee Kay Teeter said **Rooney** took on a difficult job, and without the cuts and other cost-savings measures he instituted residents probably would be facing higher property taxes. "We're not giving him everything that he could be asking for, but we are basically rewarding him," Teeter said. "He was given a tough job when he came in, and he has really stepped up to the plate." **Rooney**, a member of the U.S. Army Reserves, could not be reached for comment due to a training obligation with the organization.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
November 7, 2011

Carpentersville Wins Award for Labor Negotiations
Author: Lenore T. Adkins

The Illinois Public Employer Labor Relations Association has recognized Carpentersville for its four contract negotiations in 2011 that saved hundreds of thousands of dollars, avoided layoffs and kept public services intact. The village received the Rosemont-based association's James Baird Leadership Award, which notes "leadership and achievement" in Illinois public sector labor relations. "The IPELRA board has determined that Carpentersville's labor relations efforts ... are positive contributions to the Illinois public sector labor relations field," Awards Committee chairwoman Mary Rath wrote in her congratulatory letter to the village.

The village this year negotiated four, three-year contracts with unions representing firefighters, police officers, police sergeants and public works employees. But it was the talks with the fire department that set the tone for how the other three sessions went, Village Manager **J. Mark Rooney** said. The firefighters' union accepted smaller pay increases and other concessions that saved the village $192,640, and agreed to hold contract negotiations without an attorney. "It gave some level of trust and probably assurance that policemen could do the same," **Rooney** said, adding that the village also kept attorneys out of the mix until the very end. "(Attorneys) didn't come to the table; that was just kind of an email and a conference call situation."

Rick Nieves, president of the firefighters' union, said the union also kept the taxpayers and their struggles in mind during the negotiations. "It's not just about us; it's about the public," Nieves said. "What we do is public service. It's tough now; everybody's struggling economically." In the end, after the firefighter's contract was ratified, the other unions agreed to smaller raises and other cutbacks. Last year, the village's dire financial situation resulted in the layoffs of five public works employees, two employees from the community development department and a part-time information technology worker, said Linda Mogren, director of the human resources. She also is the liaison between the union representatives and the village. "When we learned what the economic picture was, we worked hard to work with the unions and we felt that we both came to the table with some good compromises, so we felt very good about the results," Mogren said. Carpentersville officials are in the middle of negotiating contracts with unions representing part-time firefighters and civilian employees that include building inspectors, clerks and code enforcement officers. They hope those go as smoothly as the others. James Powers, the village's labor attorney, nominated Carpentersville for the award and Carpentersville Fire Chief John Schuldt accepted the award. He presented it to the village board last week. It marks the first time Carpentersville has received the recognition. "I think it shows the effort that was put in by the village and the unions," Schuldt said. "The village coming together and negotiating four successful contracts that reduced overall expenses, without laying anybody off in those units, I think that was remarkable."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
October 30, 2011

Injured Cop Sues C'ville for Health Insurance Coverage
Author: Mike Danahey

Former village police Officer Joseph Cecala is suing the village, Village Manager **Mark Rooney** and village human resources Director Linda Mogren for health insurance benefits for himself and his family he feels are owed him under Illinois law. Cecala, 40, was injured Dec. 29, 2008, while on duty at the scene of an accident at Route 31 and Spruce Road. According to the lawsuit, a driver had knocked down a tree that led to a traffic signal falling onto Route 31. Believing the situation to be an emergency and that, due to the hour, no help would come for several hours to remove the signal, Cecala and another officer moved the item off the road. In the process, Cecala injured his back in what the lawsuit calls a "catastrophic injury." In November 2010, Cecala, the married father of two children, was awarded an in-the-line-of-duty disability pension by the village's police pension board that went into effect that December. That month, he applied to the village for health insurance benefits he felt were his under the state's Public Safety Employee Benefits Act (PSEBA).

The act states if a police officer suffers a catastrophic injury or is killed in the line of duty, his employer shall pay the entire premium of the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be a dependent. To be covered under the act, the injury or death must have resulted from the officer's response to fresh pursuit or is reasonably believed to be an emergency, an unlawful act by another, or during the investigation of a crime. The lawsuit includes a copy of a Dec. 9, 2010, letter from Mogren to Cecala's attorney, Ryan Theriault, stating that Cecala does not qualify for benefits under PSEBA. "In particular, his injury did not occur as a result of any of the circumstances enumerated in (the act). Consequently, Officer Cecala's application for receipt of benefits is denied. Officer Cecala is eligible for insurance coverage as a retiree under the Illinois Insurance Code provisions relating to police officers. If Officer Cecala elects and pays the total cost of such coverage, the benefits will be available as of January 1, 2011," the letter states.

Theriault is an attorney at Foote, Meyers, Mielke and Flowers in St. Charles. He said that Cecala currently is covered under the policy his wife has at her job. The suit seeks reimbursement for $212 per month since December 2010 for those premiums. "This lawsuit has been filed to force the village to uphold its legal obligation to provide health insurance to police officers who are catastrophically injured in the line of duty," Theriault said Friday. The village, he said, "has intentionally chosen to turn its back on an officer and his family who sustained career-ending injuries as the result of his dedicated service to the village and the people of Carpentersville." **Rooney** was out of the office Friday and could not be reached for comment.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
November 11, 2010

Carpentersville Officials Weighing Higher Levy
Author: Tara García Mathewson

What looks like bad news for taxpayers is, at the same time, a village trying to keep its income steady — or at least, stem its losses. At Carpentersville's Audit and Finance committee meeting Wednesday night, the village manager and finance director presented recommendations for next year's levy. Last year, the village asked for — and received — about $10.2 million in the levy. This year, the board must decide if it wants to ask for the same amount and end up with $1.1 million less in the budget because of decreasing assessed values, or ask for a little more.

The village manager, **Mark Rooney**, is suggesting the board request almost $10.9 million to keep the budget losses at just more than $400,000. Both options will mean a tax rate increase for residents. "Are we going to reduce revenues or increase taxes? I have a feeling we're going to have to raise our tax rates, but we're not going to raise any more money," said Ed Ritter, Carpentersville village president. **Rooney's** recommendation would mean a 15 percent increase in the tax rate over last year, though that will likely not increase individual taxpayers' bills by much.

The Audit and Finance committee did not make a formal recommendation to the board, but Paul Lanspa and David High, the only two members who would not be voting on the levy as trustees, both endorsed **Rooney's** recommendation. "I don't want to pay any more, but it's not egregious," Lanspa conceded.

The board will decide on the levy at its Dec. 7 meeting where the public can comment. To access the PowerPoint presentation with information about the village's revenues and the various levy options to be discussed by the board, residents can go to the village website at vil.carpentersville.il.us. On the home page, there is a link called "Village Board Presentation: 2011/2012 Budget."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Courier News (IL)
September 2, 2010

Former Wheeling Manager is Hired by Carpentersville
Author: Jacob Hurwith

After extensive interviews and lengthy debate over which of 48 candidates would fit the position of village manager, trustees decided to go with the one they say has the most experience and professionalism. **Mark Rooney**, a former village manager in Wheeling, was chosen for the job Tuesday night. He will start on Sept. 21. **Rooney** served as Wheeling village manager from 2006 to 2009 and was the assistant manager for three years before that.

While in Wheeling, which has a population of about 40,300, he helped implement two new tax increment financing districts and extended a third TIF district, something familiar to the village of Carpentersville. **Rooney** also helped maintain Wheeling's AA+ Fitch Investor Services and S&P AA bond rating in addition to helping raise $40 million in bond debt to construct new municipal facilities.

Carpentersville officials said that experience will come in handy as the village begins to build a new public works facility. **Rooney** is a lieutenant colonel in the U.S. Army Reserves and was a senior adviser for the Army's Military Transition Team, where he trained and mentored two separate Iraqi regiments composed of 900 Iraqi soldiers. **Rooney**, 50, will be paid an annual salary of $130,000. He said he is looking forward to getting to know village staff. "I'm excited to do more listening than talking," **Rooney** said. "I want to learn the specifics and the intricacies of how Carpentersville functions. The formal structure is important, but the informal structure is just as important."

Rooney hold a master's degree in public administration from Northern Illinois University. He enlisted in the Army immediately after earning his degree and served in Saudi Arabia, Iraq and Kuwait. He later went to work as a staff assistant for the now-late U.S. Sen. Paul Simon, helping facilitate the passage of legislation that resulted in the redevelopment of Joliet Arsenal, Fort Sheridan and Glenview Naval Air Station. Simon "taught me the greatest lesson," **Rooney** said. "Disagree without being disagreeable is the quality you have to have to be in public service."

Rooney will take over from Assistant Village Manager Dawn Wucki-Rossbach, whom the board praised for her work since the retirement of former manager Craig Anderson earlier this year. "We made a great choice, and I am happy for the residents of Carpentersville," Trustee Brad McFeggan said. "He will lead us in the right direction and the direction we need."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
September 24, 2009

Village Leader is Out
Author: Madhu Krishnamurthy

Wheeling Village Manager **J. Mark Rooney** has resigned his post as of Wednesday, Village President Judy Abruscato confirmed Wednesday night. Two trustees say **Rooney's** departure was imminent after a majority of the board indicated in closed session Monday that they no longer supported him. Abruscato did not confirm that but would not offer an explanation for his departure. She said the village board is grateful to **Rooney** because under his leadership a new village hall, fire station and public works facility were built, and the staff and board successfully negotiated police and fire union contracts. "The village board wishes **Mark** the best in his career," Abruscato said. "There are no problems with **Mr. Rooney**."

Assistant Village Manager Jon Sfondilis has been designated acting village manager, and he will remain in that post for the foreseeable future, said Martin Seay, administrative assistant. **Rooney** declined to comment Wednesday, directing all questions to Abruscato. He joined Wheeling in 2003 as assistant village manager and was named acting village manager in December 2006 when then-manager Wally Douthwaite resigned. **Rooney** was named manager in February 2007. Before Wheeling, he was city administrator in Highwood.

Trustees Pat Horcher and Dean Argiris said that in a poll taken Monday night among the six trustees and Abruscato, **Rooney** had lost the support of five of them. Neither Argiris nor Horcher would fully explain what caused **Rooney's** loss of favor. They said Horcher and Robert Heer supported **Rooney** staying, while Argiris, Abruscato, Ken Brady, Dave Vogel and Ray Lang did not. "Most of what happened in my mind was politics and clash of personalities, really," Horcher said.

Horcher said some trustees complained **Rooney** did not keep them fully informed about village business. "They were basically not liking the way he was managing the village," Horcher said. Argiris, meanwhile, disagreed **Rooney's** departure was political. "It wasn't about personality conflicts and it wasn't about politics," Argiris said. "There were issues. This was a business decision by a majority of the board."

Argiris said the problems have been going on for more than a year, but he would not divulge the actual reasons why **Rooney** was leaving. He said it was not because of any illegal actions or financial mismanagement. "I believe it was hurting the village keeping him on and that's why we need to move on," Argiris said. "His style ... the way he would do business, eventually it would hurt the village, if it hadn't already. And these were issues that never seemed to be going away. They needed to be addressed." Argiris said he has a high opinion of **Rooney** and was an advocate of hiring him at first, but he said **Rooney** was "jeopardizing things." Horcher, meanwhile, believes **Rooney** has been one of Wheeling's best managers. "Look at what got done under this guy," he said. "We built the public works building and the village hall. We finally

finished the space study for the village. He managed two police and fire contract negotiations without going into arbitration. "The guy did a really good job. He was dedicated to this village." A lieutenant colonel with the U.S. Army Reserve, **Rooney** served 18 months in Iraq while he was Wheeling's assistant village manager. **Rooney's** $140,000 salary for this year was frozen last November in a joint decision he made with the village board. The terms of his departure are still being worked out, Seay said.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Wheeling Countryside (IL)
February 28, 2008

Rooney Gets 12 Percent Raise
Author: Kit Kadlec

A year after he was hired to be village manager, **Mark Rooney** was given a $15,000 raise last week. Previously making $125,000, he will now receive an annual salary of $140,000, or 12 percent more, under a resolution signed and put into effect Feb. 19. **Rooney** was hired as village manager on Feb. 26 last year, after first serving as the village's acting manager. In becoming manager, he replaced Wallace Douthwaite, who resigned in December 2006.

In unanimously approving the raise, which was tied to a performance review, no trustees made a comment during the Village Board meeting. Reached after the meeting, Acting Village President Patrick Horcher said he and others had been pleased with how **Rooney** has done in his first year. "I think everybody is pretty happy," he said. "We've had a lot going on, and he's handled it well." **Rooney** is Wheeling's seventh village manager since it adopted the board/manager style of government in 1970. He first joined the village staff in 2003 as an assistant village manager. In 2005, as an Army reservist, **Rooney** was called into active duty and sent to Iraq. He trained soldiers for the new Iraqi army, then returned 15 months later.

Des Plaines Times (IL)
December 13, 2007

Wheeling Manager Responds to Prospect Heights Criticism
Author: Charles Berman

Four days after the city of Prospect Heights and the village of Wheeling came together to appoint the new chairman of the Chicago Executive Airport, bad blood between the two municipalities continued to boil over. The hiring of former United Airlines pilot E. Allan Englehardt was supposed to signal a new era in leadership of the airport, formerly known as Palwaukee Municipal Airport.

Recent board meetings have focused on future airport business, not the alleged misconduct of former board Chairman Kevin Dohm and Vice Chairman L. James Wylie. Both leaders resigned within a one-month span earlier this year after concerns were raised regarding the payment of an airport contractor that was never approved by the board. On the surface, it appeared that the Airport Board moved on from those allegations, or at least kept its ongoing investigation and now apparent feud behind closed-session doors.

However, on Dec. 5, a letter attributed to five Prospect Heights aldermen was sent to Acting Wheeling President Judy Abruscato. The letter accuses Wheeling Village Manager **Mark Rooney** of sidestepping the board in an attempt to seek Federal Aviation Administration approval to build a Wheeling fire station on airport property. "It has come to our attention that since September, **Mr. Rooney** has ignored our collective understanding and pursued a course of conduct which mirrors the very conduct he complained about in the Fall," the Prospect Heights officials wrote.

The letter, which made it to the news media before Wheeling's Village Hall, also claims that **Rooney**, who sits on the Airport Board, threatened Airport Manager Dennis Rouleau's job for not obtaining the FAA's consent. "**Mr. Rooney's** conduct hurts airport morale and the important relationship of the City and the Village as partners in the ownership of the airport," the Prospect Heights officials wrote.

'Nothing to hide'
Rooney adamantly denies all of Prospect Heights' charges. Before the Dec. 10 Wheeling Village Board meeting, he presented a litany of evidence, including e-mails, that he said proves he did not overstep his authority. "Prospect Heights is questioning my integrity," he said. "I have nothing to hide. "They are baseless and meaningless allegations. Now we'll have full disclosure of what's gone on (at the airport). You'll see I don't lie, cheat or steal and I don't tolerate those who do. "My job is to protect Wheeling's assets, including the airport."

Wheeling has been planning to build two new fire stations because the village's Police Department is taking over the entire building that police currently share with the Fire Department and Village Hall. To avoid the problems that the Alexander Graham Bell Montessori School

faced in trying to build a school in a runway zone, **Rooney** said he wanted to at least know if it was usable land before recommending any location. **Rooney** said he never received that answer, so there were never any real plans to build on that property.

Abruscato surprised
The letter came as a surprise to Wheeling officials. Abruscato said the two municipalities met last week to discuss lingering issues and that the two sides left the sit-down on a positive note. Abruscato said she supports **Rooney** and does not believe he did anything inappropriate. "**Mr. Rooney** does a good job fulfilling the direction of the Wheeling board," she said. "That was poor judgment by Prospect Heights," she added. "They should have sent me the letter before going to the press. That makes for a bad relationship."

'Positive' chairman
E. Allan Englehardt will officially take over the chairmanship of the Chicago Executive Airport Wednesday (Dec. 19) when he leads the board's next meeting. "I've been around this airport for a long time, and I want to do everything I can to see the airport get back on track," said Englehardt, who was appointed Dec. 1.

The 60-year-old former United Airlines pilot started as a flight instructor at Palwaukee 40 years ago. He retired as a Boeing 777 international captain on Feb. 1, but he still trains and certifies new pilots. Englehardt said it's not his place to comment on the tumultuous last few months at the airport, and he is focused on reaching the airport's full potential for all users. "I am a positive person and I see things continuing to spin that way," he said.

Rouleau spent last week showing Englehardt around the airport and brought him up to speed with ongoing airport business, good and bad. "He is very aware of the past," Rouleau said. "He is going to work to get everybody back on the same page. "I see us working past it. There are a lot of people who love this airport and when it comes down to it, people will roll up their sleeves and get back to business." Rouleau said Englehardt was an excellent choice. "He's very energetic, he understands the position and he will be a tremendous asset to the board of directors."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Wheeling Countryside (IL)
March 8, 2007

Wheeling Drops 'Acting' from Rooney's Job Title
Author: Casey Moffitt

The Wheeling Village Board gave **Mark Rooney** 90 days as the village's acting manager as an audition to the permanent role. However, **Rooney** impressed trustees so quickly, they gave him the job nearly a month early. **Rooney** was officially hired as Wheeling's village manager during the board's Feb. 26 meeting. Trustees voted unanimously on the decision. "I just want to say, 'Thanks,' for the last two months," **Rooney** said after the vote. "I've had a great deal of satisfaction working with the staff and the board." **Rooney** replaces Wallace Douthwaite, who resigned in December. His contract was bought out at the end of that month. Since then, **Rooney** has been the acting village manager.

Local knowledge
Village President Greg Klatecki said **Rooney** is very knowledgeable about the issues in the village, and showed an aggressive edge while performing as acting village manager. "It makes the transition a lot easier," Klatecki said of the hire. "He is aware of most everything going on in the village." Klatecki said if the Village Board were to search for a new village manager, it could easily have taken six months, and then that person would have acclimated himself or herself to the issues in the village. As village officials are working on redevelopment projects, building a new village hall and two fire stations, along with other projects, Klatecki said a long transition is not in the best interest of the village. "We would end up in a lull waiting through the transition," he said. "Everything is falling into place and we don't want that momentum to stop."

'Personality fits'
Other trustees also praised **Rooney's** work over the past few months as acting village manager. "His personality fits the timing," Trustee Dean Argiris said. "It takes good leadership to get things done. I see the attitude changing at Village Hall. He comes with leadership." "We need to continue to work as a team," Trustee Bob Heer said. "This hiring makes us proud." **Rooney** first joined the village staff in 2003 as assistant village manager. As an Army reservist, **Rooney** was called into active duty in 2005. He was sent to Iraq where he trained soldiers for the new Iraqi army. He spent 15 months in active duty. "What a country," **Rooney** said. "I was gone for 15 months, and the Village Board still has the confidence in me to work for the village." **Rooney** was previously the city administrator for Highwood, where he worked for seven years. His tenure there was marked by the conversion of Fort Sheridan to civilian uses. **Rooney** becomes Wheeling's seventh village manager since the village adopted the board/manager style of government in 1970.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
December 19, 2006

Wheeling Board Names Acting Village Manager
Author: Sue Ter Maat

The Wheeling village board Monday formally appointed an acting village manager to temporarily replace the current manager, who handed in his resignation last week. **J. Mark Rooney**, who was the assistant village manager, was designated as acting village manager, and he presided as such during the meeting.

The board also accepted the resignation of Wally Douthwaite, who was not present at the meeting. Last week, Douthwaite put in his resignation. He will remain with the village until the end of the year to tie up loose ends on projects he was working on, village officials said.

Douthwaite has declined to comment on his resignation. Some board members had hoped Douthwaite would've continued as village manager. Trustee Judy Abruscato said she was sad to see him go. "I thought he did a good job," she said.

Douthwaite was city manager of Des Plaines until 2001. He left the city to take a job as city manager in Springboro, Ohio. Douthwaite, 53, was hired as Wheeling's village manager in September 2002 after a seven-month search to fill the position. **Rooney** may become the village manager after a three-month trial. The board will decide to promote him or look for a new manager after that time. Before coming to Wheeling, **Rooney** was the city manager of Highwood.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Glencoe News (IL)
November 10, 2005

For Rooney in Iraq, Thoughts Will Turn to Veterans Day
Author: Kenneth L. R. Patchen

For Lt. Col. **Mark Rooney**, a former city administrator for Highwood who is now in Baghdad, Veterans Day offers a chance to consider anew the meaning of ceremonies intended to honor armed forces personnel. He has more time to think about remembrance these days. With a more normal schedule than he had in July when located near Tal Afar in northwestern Iraq, **Rooney** now is part of a group of 100 American soldiers working with 15,000 Iraqis. No longer assigned to improve water and sewage treatment plants, he is an adviser for Iraqi soldiers working in Taji to protect their country. Each day he is training and advising a regiment of 800 soldiers. "I think every day is getting better," he said.

Rooney's family lives at Town of Fort Sheridan. In March, 2003, he left Highwood to work as assistant village manager in Wheeling. A year later, he was called to serve in Iraq. While working in Highwood, he would take his children to participate in ceremonies sponsored by Highwood American Legion Post 501 to honor armed forces personnel. "You think about (Veterans Day) here more than you do there," **Rooney** said.

For many people, Veterans Day is a singular holiday of remembrance, he said, whereas in a war zone, it's more common to think of those who have died at any time of the day or year. In either case, both in a war zone or at home, a time of remembrance is not a time of enjoyment. "It's a traumatic event for those who have seen something," he said. On the home front, he said, "The families of deployed soldiers are unduly stressed."

Spouses live every day with the responsibility to maintain a household and to raise children. At any time, a military representative in dress greens may knock on the door with news that their life as they knew it is now over and the children have lost a parent. **Rooney** said this can create a tougher year for those left behind than for those who are deployed. Karen **Rooney**, taking care of their three children, agrees that explaining their life can be difficult. "It really is tough," she said. "It's hard to explain to (children)."

Veterans Day, she said, can be a time for people to remember those who are left at home while a spouse or child serves overseas. The focus can include those who were or are in the armed forces and their families. **Rooney** sees differences between the experience of World War II and Desert Storm veterans which is reflected in how they may view an occasion such as Veterans Day. World War II soldiers had cohesive units and a more common experience with one another and could share their experiences among themselves. That is not the pattern for today's soldier. **Rooney** has served in both Gulf War invasions and said the battlefield experience is different for a modern soldier. Military service is much more technological and specialized than it was I World War II. These days, some personnel do not see gunfire so that alone creates a difference among armed forces personnel in the same war. For example, his own experience in the past

three months has exposed him to more gun fire than in previous assignments there. "(Service here is) violent, but not really as violent as portrayed in the media," he said. "The Gulf War was, in retrospect, a very easy operation. This one is much tougher. Operations (such as) fighting insurgents are never easy." He is comfortable serving in Iraq. "I'm not troubled by anything I've seen or done," he said. "The part that helps me is that I know what the mission is." He is helping Iraqi soldiers protect their country. He said many citizens there have a lot of motivation to make things better and adopt change. "The Iraqi soldiers are fighting and dying for their country here a lot more than the media portray," **Rooney** said. "It's good they're doing it. It's their country."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
June 26, 2004

Wheeling Could Benefit Twice from Federal Flood-Control Plan
Author: Avian Carrasquillo

Wheeling's decision to take part in a federal flood mitigation program has economic implications for the town center, businesses and local homeowners, village officials say. The Army Corps of Engineers and the Illinois Department of Natural Resources are working with communities throughout the state on six projects meant to curb flooding in Illinois.

Wheeling holds a major stake in one of those projects, known as Levee 37, which calls for a Buffalo Creek reservoir expansion. The project calls for obtaining another 476 acre-feet (the amount of water required to cover 1 acre with 1 foot of water) of water storage at additional sites in Wheeling. Assistant Village Manager **Mark Rooney** said Wheeling's interest in this project is to protect existing businesses and houses from flooding. But he added Wheeling has a secondary goal of economic redevelopment of the downtown and Metra train station areas in mind with this project.

Rooney said development cannot occur in a heavy flood plain. Areas where homes and businesses exist in a flood plain were built before any study identified them as being in a flood plain, but it could affect future development there. "It's very expensive, if not impossible, to get permits to rebuild and build new things (in a flood plain) without this program," he said. "The federal project is a win-win situation as we see it in Wheeling," **Rooney** added.

Of the 33 sites being considered for water storage throughout the area, only two would be in Wheeling. One of the more visible sites is at the Wheeling Park District, 333 W. Dundee Road. where 205 acre-feet would be used. The other site identified is in the northwest corner of Wheeling on farm land. **Rooney** said the site would not be a detention pond, but would be designed to hold small amounts of water from the Des Plaines River when it overflowed until it subsided, and would not be enough to do any damage.

Jan Buchs, executive director of the Wheeling Park District said the park district will take a serious look at the federal plan. "We're excited to explore future opportunities to continue the future development of the park district," she said. The project would be federally funded and could be ready to break ground as early as fall 2005, **Rooney** estimated.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
October 23, 2003

Wheeling Sues to Acquire Property for Redevelopment
Author: Matt Arado

The village of Wheeling has filed a condemnation lawsuit against the owners of property on North Milwaukee Avenue in an effort to facilitate redevelopment of the area. The village is trying to acquire the property at 597 N. Milwaukee Ave., now home to a warehouse building and a used car dealership. The property owners could not be reached for comment. The property sits in a tax increment financing district the village established in February near the intersection of Milwaukee Avenue and Lake-Cook Road.

Wheeling officials would like to join the property with other parcels just to the north, forming a 20-acre site that could then be developed with shops and other commercial outlets. The village is negotiating purchase prices with the other property owners. "We believe commercial is the best use for that land," Assistant Village Manager **Mark Rooney** said. "A strong commercial area would be to the betterment of the entire community."

A TIF district is a redevelopment tool that allows towns to freeze property tax levels in a designated area for up to 23 years. As the value of the property rises, property owners in the district pay taxes as usual, but towns can use the amount paid above and beyond the frozen levels to cover redevelopment costs.

Wheeling now has three active TIF districts. In addition to the North Milwaukee-Lake-Cook Road area, there is a TIF district near the intersection of Dundee Road and Milwaukee Avenue and one further south on Milwaukee near Hintz Road. Next month, the village will hold a public hearing on a proposed fourth TIF district, which would be located around the Metra train tracks across Dundee Road. That hearing will be held Nov. 10. All of the redevelopment efforts are designed to give Wheeling a strong commercial tax base and improve the village's image.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Daily Herald (IL)
March 3, 2003

Village Works to Fill Out Staff in Top Spots
Author: Cass Cliatt

A year ago, Wheeling trustees tried to steer the village toward improvement, but with a shortage of hands to work the helm. The vacancies in Wheeling's top village staff began to mount. Now, the village is about finished amassing the administrative muscle it needs to push toward upgrading Wheeling's image, with the latest hire of a new assistant village manager.

J. Mark Rooney, the city administrator of Highwood, has been named Wheeling's new assistant village manager. "The volume of work here is such that we need two people to not only handle the day-to-day business, but also keep an eye on the bigger picture - being, where the village is going long term," Village Manager Wally Douthwaite said. If the village manager has to focus on such things as reviewing liquor licensing fees, he'll be distracted from "what are we doing downtown, what are we doing with a Kmart lease, what are we doing with a transit study," Douthwaite said.

Rooney, 43, will coordinate Wheeling's three redevelopment districts, negotiate the renewal of Wheeling's waste contract and manage special projects. He served seven years as Highwood's administrator and will fill a position left vacant in February 2002 when former Assistant Village Manager James Grabowski temporarily stepped in to fill Wheeling's top executive position.

That job was left empty by the dismissal of former Village Manager Craig Anderson, which later added to vacancies at the top of Wheeling's public works, community development, airport management and village attorney divisions. All of those vacant positions are now full. Wheeling is interviewing to fill a newly created position of public relations coordinator to be more efficient in informing residents of village news, Douthwaite said. The new staff member also will work with the Wheeling Special Events Commission on publicizing the annual Taste of Wheeling and other events.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Highland Park News (IL**)**
June 24, 1999

Highwood Cops Say City Dragging its Feet
Author: Kenneth L. R. Patchen

The Metropolitan Alliance of Police has filed an unfair labor relations practice complaint with the Illinois State Labor Relations Board against the City of Highwood on behalf of Highwood Police Officers. As of Tuesday afternoon, village officials and city contract negotiators had yet to receive notification of the filing and were unable to discuss the charges contained in it. City Administrator **Mark Rooney** said he expected the contract negotiations to take place during the first week of July. Negotiations had been set for that time because attorneys for both sides would be able to meet at that time. Union attorney John Rossi said that a draft contract for Highwood Police Officers had been submitted to the city in late April or early May. The city had expressed a desire for more and more time to review the language of the contract.

During the week of June 7, the union filed an unfair labor relations practice charge with the Illinois State Labor Relations Board, according to Rossi. Highwood Police union President Jeff Neimark expressed optimism about the ultimate outcome of negotiations between the union and city. "The future definitely looks optimistic, especially because of state labor laws in place." Highwood Police Officers voted to be represented by the Metropolitan Alliance of Police in March. At that time, City Administrator **Mark Rooney** had said, "We will negotiate in good faith if they decide to have a union or if they don't." Incorporated in 1984, MAP is made up of sworn police officers up to the rank of lieutenant and civilian employees who work full or part-time with state, county, or municipal law enforcement agencies. MAP officials have stated that their union is concerned with the ideals of police professionalism. In the past, Highwood union officials have expressed "The future definitely looks optimistic, especially because of state labor laws in place. Concern about overtime pay, scheduling, and the amount of turn-around time between work shifts.

Union officials have expressed additional concerns. "We're hoping for fire-arms training. We haven't had it for several years and (it is) a mandate of federal law," Neimark said. Neimark also said that regular pursuit training is needed for officers. "It is also mandated by federal law." "Basically we want to solidify our benefits," he said. There is a concern about salary, according to Neimark. He said he expects the police department union contract to benefit the city. A negotiated agreement will lead to better police equipment and better additional training. "It is one of the things that will help us and the city down the road." Negotiations on a contract between the city and union were initially delayed last summer when the city claimed it did not have enough employees to meet eligibility requirements for cities that can negotiate with unions. Highwood argued that on-call firefighters are independent contractors and should not be included in personnel counts. That argument was not accepted and the city was told to negotiate with the new police union. "We're very optimistic," Neimark said. "We're going to move ahead."

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Highland Park News (IL)
July 24, 1997

Rooney Called Up to Serve Tour in Bosnia
Author: Steve Zalusky

The U.S. Army will get to see two sides of Highwood City Administrator **Mark Rooney** this month.

HIGHWOOD
On Wednesday, **Rooney**, who is in the Army reserve, will be called up for a brief tour of duty that includes trips to Germany, Hungary and Sarajevo, the former capital of Yugoslavia. By the end of the month, though, **Rooney** will travel to Washington, this time to wrangle with the Army as he takes part in negotiations for the transfer of Fort Sheridan to Highland Park and Highwood.

During his European stint, **Rooney**, a captain, will help the Army identify its needs for the next 18 months, if troops continue to be deployed in Bosnia that long. "It's kind of ironic," said **Rooney**, as he recalled that he argued for the deployment with his then-boss, former Sen. Paul Simon. "It came home to roost for me."

Rooney has already seen plenty of action. He volunteered for duty in the Persian Gulf, where he narrowly missed being hit by a Scud missile. He was walking toward a building that blew up right in front of him. "I saw a lot of people die in front of me," he said. "Everything gets easier after that." **Rooney** now serves in a data processing unit that, among other duties, enables e-mail to be sent across the countries where the operation is being conducted. It has also kept track of inventory being shipped into the theater.

He originally joined the Army as an enlisted man in 1983. He eventually attended Officer Candidate School. The U.S. force, originally as high as 18,000, has dwindled to 12,000, **Rooney** said, mostly in Hungary and Bosnia. "The troops over there know they're doing something worthwhile," **Rooney** said, adding that if the Americans don't do the job, the Europeans won't either.

Internet – Newspaper Archives Searches
James "Mark" Rooney
(Articles are in reverse chronological order)

Highland Park News (IL)
March 14, 1996

Highwood Gets Administrator
Author: Barbara Bell

Highwood is a changing town. For the first time in the city's 109-year history, Highwood has a professional city administrator. He is 36-year-old **Mark Rooney,** who was a liaison for Sen. Paul Simon on the Joint Fort Sheridan Planning Committee and helped write federal legislation to transfer the property to Highwood and Highland Park as well as transferring the golf course to the Lake County Forest Preserve.

Rooney, who is a captain in the Army Reserves at Fort Sheridan, has completed the course work for his master's degree in public administration at Northern Illinois University and is working on his thesis. **Rooney** will be paid a salary of $35,000. "This is the last community on the North Shore to my knowledge not to have a professional form of government," **Rooney** said.

Mayor John Sirotti said he and the City Council had been considering hiring an administrator for two years. "We have to look at the city as a business," Sirotti said. "A city administrator is almost a must in this world." Sirotti is particularly pleased to have hired **Rooney**, who has been on the job about three weeks. "We were real fortunate to get him, I felt," the mayor said. "He's sincere about his interest and wanting to help us improve and move forward. The best thing everyone liked about him is he's excited about the future."

Indeed **Rooney** is. He said he feels "blessed" to be Highwood's city administrator. He's particularly excited about the development of Fort Sheridan by Stein & Co. because the fort will be the last piece of lakefront property to be developed on the North Shore. As Highwood's city administrator, **Rooney** will oversee the day-to-day operations of the city. In June, Highwood will receive its first payment of property taxes for city operations. Voters approved a referendum proposal last fall to raise taxes to pay for more city services.

Eventually, **Rooney** will develop a budget for all of Highwood's operations. Currently, the city operates under an appropriations ordinance in which a sum of money is approved for expenditure but not broken down by line item. Under a budget, each department is given a certain amount of money, and big expenditures such as a new fire truck are planned by placing money in cash reserves. "It tells the citizens where their money is being spent. It's the highest form of accountability," **Rooney** said of a formal budget. He hopes the city will be able to adopt a budget in 1997. "That's a goal," he said.

Another one of **Rooney's** responsibilities will be coordinating community policing at North Shore Estates, an apartment complex primarily inhabited by Hispanics. The police department plans to have an officer based there seven days a week to help residents and deter crime. In addition, other services such as health care would be provided to residents. A goal of community policing is to integrate Hispanics into the Highwood community. "They need someone to

coordinate a lot of that actual work with outreach agencies," **Rooney** said. "You have to manage change in a positive fashion."

Rooney and his wife, who live in Northbrook, were the last couple to have their wedding reception at Fort Sheridan. In fact, the officers club had officially closed but it was reopened for **Rooney**, a veteran of Desert Storm. "I have an emotional attachment to Fort Sheridan," **Rooney** said. He's also affectionate toward Highwood. "For me, it's going to be a great opportunity," **Rooney** said.

Research Compiled by: Shannon Farr & Amanda Dillabough
Colin Baenziger & Associates

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Section 10

Dana L. Schoening

Juno Beach Town Manager Candidate Report

Section 10

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Cover Letter and Resume

Dana Louis Schoening

• 1016 Antler Ridge • Tuttle, OK 73089 • (580) 678-1186 • Dana.Schoening@yahoo.com

May 5, 2026

Colin Baenziger, M.P.A.
Senior Partner
Colin Baenziger & Associates

Dear Mr. Baenziger,

With continuing aspirations to attain new programming heights as a professional in municipal government, I have reviewed the Town Manager position announcement as advertised by the Town of Juno Beach, FL. With a servant leadership mentality, I have managed important policy development and administrative programming activities for communities through utilization of knowledge, skills, and leadership abilities. In my experience, I have assisted in the development of initiatives for the advancement of local government policy and administrative operations aimed to address community needs.

As Town Manager, I offer the following experience and approach:

- Education & Experience: Master of Public Administration degree with accumulated municipal government experience, extending acquired knowledge with professional experience in the practice of leading policy development initiatives and administrative programming
- Future Orientation: Promote forward-looking perspectives through planning and programming initiatives with objectives designed for persistent progress in meeting community needs
- Coordination & Facilitation: Experience in mobilizing community resources and building consensus with partnering organizations through collaborative process alignments, designed to establish effective community problem-solving capabilities
- Personnel Management: Staff development experience employing seasoned recruitment, motivation, and empowerment approaches in support of continuous customer service improvement objectives

I welcome the opportunity to meet with you further to discuss specific needs of the Town Manager position and my qualifications for the position. I have enclosed my resume to give you a more thorough account of my professional experience and qualifications. Thank you for your time and consideration. I look forward to speaking with you soon.

Sincerely,

Dana Louis Schoening

Dana Louis Schoening, MPA, AICP, CPM

Dana Louis Schoening

• 1016 Antler Ridge • Tuttle, OK 73089 • (580) 678-1186 • Dana.Schoening@yahoo.com

SUMMARY OF QUALIFICATIONS

- Master of Public Administration (MPA) Degree -
- Skill in high-level research-based analysis for problem solving -
- Results-oriented leader for improved quality-of-life program initiatives -
- Team builder advocating continuous customer service improvements -
- Coordinate future direction opportunities in capital improvement programming -
- Align partnerships for inspired collaborative-based programming initiatives -

PROFESSIONAL EXPERIENCE

City of Tuttle, Oklahoma **09/2022 - Present**
City Manager

Oversee community development, public works, finance, broadband/fiber, police, fire, and emergency management services operations, with responsibility for developing fiscal year budgets, policy development, program administration, capital improvement programming, organizational performance, and personnel management.

- **Wastewater Treatment Plant (WWTP).** Managed oversight for the FY 2023/24 $8M Wastewater Treatment Plant capital improvement project, adding sewage capacity to manage impending community growth.
- **Subdivision Offsite Improvements.** Led policy development to institute offsite section line road infrastructure improvements with "Fee in Lieu" code requirements to manage impacts associated with residential growth.
- **Collective Bargaining Agreements.** Negotiated three-year Police and Fire/EMS collective bargaining agreements with union employee representatives for City Council approval.
- **Capital Improvements Plan (CIP).** Led development of initial Five-Year Tuttle Capital Improvements Plan.

City of Sweetwater, Texas **04/2019 – 09/2022**
Assistant City Manager/Director of Planning and Operations

Direct planning, building inspections, development services, code enforcement, parks, cemetery, streets, central services, aquatics, golf course, solid waste management and airport functions, with responsibility for policy development, organization, program administration, and personnel management.

- **Privatization of Refuse Collection Services (2019).** Initiated program assessment, presented findings to City Council, managed Request for Proposals (RFP), assisted contract negotiations and wrote ordinance to provide for the outsourcing of residential and commercial refuse collection, and industrial roll-off container program services.
- **Organizational Capacity Building.** Directed program development and capacity building for removal of vacant substandard residential and commercial building structures, with secured funding, to promote neighborhood infill and commercial corridor revitalization objectives, advancing community and economic development programming.
- **Sweetwater Ignite 2040 Comprehensive Plan (2022)**. Led efforts to establish project scope, obtain funding, selection of technical assistance, management of technical assistance contract, and examining proposed plan recommendations, leading to the community's first-ever comprehensive plan. Plan focuses on community building, revitalization, and economic development strategies to guide community decision-making into the future.

City of Wichita Falls, Texas ***10/2017 - 02/2019***
Director of Community Development

Directed planning, development review, building inspections, tax increment financing, code enforcement, housing, neighborhood resources (CDBG/HOME Entitlement Grants), historic preservation and property management functions, responsible for policy development, organization, program administration and personnel management.

- **Downtown Revitalization.** Led downtown development strategies programming with focus on streetscapes, regulatory strategies and development incentives designed to revitalize downtown Wichita Falls.
- **Ordinance Amendments.** Coordinated efforts to amend the Subdivision and Development Regulations Ordinance and develop a Temporary Storage Units (i.e., PODS) Ordinance as approved by City Council.

Dana Louis Schoening

• 1016 Antler Ridge • Tuttle, OK 73089 • (580) 678-1186 • Dana.Schoening@yahoo.com

- **Department Operations Management Plan.** Led development and implementation of customer service strategies with emphasis based on "Action Delegation" input sessions involving department stakeholder representatives.

City of Abilene, Texas ***12/2015 - 10/2017***
Director of Planning and Development Services

Directed planning services, development review, building inspections, tax increment financing, code compliance, neighborhood services (CDBG/HOME Entitlement Grants), historic preservation and metropolitan transportation planning operations, with responsibility for policy development, organization, program administration and personnel management.

- **Departmental Positioning.** Managed department staff re-structuring of Planning and Development Services Department, improving capability to align with higher-level customer service programming objectives.
- **Neighborhood Improvement**. Guided neighborhood improvement process initiative, promoting relationship building with neighborhood groups to identify issues and provide resources for improvement. FY 2017 CDBG funded two additional Code Enforcement Officer positions and $150K for demolition of dilapidated structures.
- **New Software and Mobility Initiative**. FY 2016/17 funds approved for new internet-based tracking software and mobility initiative for Code Compliance Division. Funding approved to expand software utilization to Building Inspections and Planning Services Divisions to improve program efficiency in application review processes.

City of Duncan, Oklahoma ***09/2000 - 12/2015***
Director of Community Development

Directed community planning, development review, code enforcement, building inspections, parks and cemetery operations, with responsibility for policy development, organization, program administration and personnel management.

- **Retail/Office Market and Housing Strategies Study (2012).** Directed study designed to identify recommendations to complement economic development programming with retail and neighborhood redevelopment opportunities.
- **Duncan 2030 Comprehensive Plan (2011).** Managed planning process utilizing stakeholder assessment, community trends analysis, issue identification techniques, public listening sessions and general public input forums to identify community building and economic development strategies.
- **Highway 7 Corridor Land Development Plan (2002).** Directed process to develop future land use and development recommendations associated with the State Highway 7 Bypass transportation corridor. Code amendment and annexation recommendations identified for corridor-specific land development standards.
- **Priority Actions Planning Process (2002).** Facilitated process to establish proposed budget items utilized for $12.5M redirection of sales tax funding for municipal operations and capital improvement items for FY 2003-2007.
- **Affordable Housing.** Managed local government application processes to support private investment affordable housing development applications. Assisted developers to procure local government funding match to support grant applications submitted to the Oklahoma Housing Finance Agency (OHFA), Tax Credit Incentives Program.
- **Program Development, Removal of Blighted Residential Structures.** Structured nuisance abatement program to include significant removal of dilapidated residential structures. Local program funding was supplemented with $225K CDBG Small Cities Set-A-Side Program funding to expand program reach to remove blighting influences.

University of Wisconsin-Cooperative Extension ***10/1995 - 09/2000***
Department Head/Community Resource Development Agent, Langlade County, WI

Responsible for community development based educational and technical assistance programming for local government. Led efforts for planning and economic development programming in a natural resource, tourism-based economy.

EDUCATION/CERTIFICATION

• Master of Public Administration	Midwestern State University
• Master of Science in Environmental Science & Policy	University of Wisconsin – Green Bay
• Bachelor of Science in Environmental Planning	University of Wisconsin – Green Bay
• Certified Public Manager - Texas	Texas Tech University
• Certified Planner	American Institute of Certified Planners
• Executive Certificate in Negotiation	Mendoza College of Business, Notre Dame

Candidate Introduction

Section 10

DANA LOUIS SCHOENING

EDUCATION

Master of Public Administration, Midwestern State University
Master of Environmental Policy and Administration, University of Wisconsin-Green Bay
Bachelor of Science, Environmental Planning, University of Wisconsin-Green Bay
Certified Public Manager-Texas
Certified Planner, American Institute of Certified Planners

EXPERIENCE

City Manager, City of Tuttle, OK	2022 – present
Assistant City Manager for Operations, City of Sweetwater, TX	2019 – 2022
Director of Community Development, City of Wichita Falls, TX	2017 – 2019
Director of Planning and Development Services, City of Abilene, TX	2015 – 2017
Director of Community Development, City of Duncan, OK	2000 – 2015
Community Development Agent, University of Wisconsin- Coop. Extension	1995 – 2000

BACKGROUND

The City of Tuttle, OK is located approximately 15 miles southwest of Oklahoma City and has a current population of 8,400. The community has experienced significant growth in the past 10-15 years due to certain Oklahoma City metropolitan factors, including Tuttle's close vicinity to Interstate's 35, 40 and 44, and State Highway's 9, 152 and 92, Will Roger's Airport, Mike Monroney Aeronautical Center, including the FAA complex, and Braum's Dairy Farm (located 3 miles west of Tuttle), combined with good physiographic and climatic characteristics, virtually ensures continued population growth.

The City of Tuttle is a full-service community managing public safety services to residents such as Police and Fire/EMS, as well as planning, building inspection, and code enforcement. In addition, the city provides water, sewer, natural gas, and broadband public utilities to residents. These systems are owned and operation through Tuttle Public Works Authority (TPWA) and Tuttle Development Authority (TDA) as public entities. As City Manager, I am responsible for seventy-nine (79) full-time positions with seven (7) direct report including the Assistant City Manager for Operations, Police Chief, Fire Chief, City Clerk, Human Resources Manager, Community Development Manager, and Public Information/Engagement Specialist. The current FY 2025 budget is $20M all funds, including a General Fund Budget of $5M.

Common with Oklahoma City metropolitan communities, citizens who reside in one municipality work in another, as is the dominant case in Tuttle. The influx of new residential development is residents that live in Tuttle taking advantage of the highly rated Tuttle School District, but where they work in areas outside of Tuttle. Growth pressures as a southwest Oklahoma City suburb is being experienced in Tuttle, bringing substantial challenges, as well as

opportunities, that Tuttle will have to manage in future years.

The future success of Tuttle will be contingent on its ability to adapt to changing economic conditions in meeting community needs for continued health, safety and welfare objectives. The challenge includes accommodating new quality commercial and residential growth and redevelopment, given the need for infrastructure to serve new development and other quality of life amenities with limited fiscal resources to provide these services. The three most significant issues currently facing the City of Tuttle are:

1. Economic development – Sale tax as a revenue source
   Tuttle has experienced a significant amount of residential development within the last decade, due to proximity to the Oklahoma City metropolitan area. This residential development has not yet been met with adequate commercial development to increase sales tax revenue. This important for the city as Oklahoma State Law does not provide for ad valorem tax as a municipal government revenue source for operations, except by public vote.

2. Growth management – Public infrastructure needs
   Since Tuttle continues to experience residential growth, there is a continuing need to support the growth with public infrastructure. In FY 2024, Tuttle began operating a new Wastewater Treatment Plant, financed by an $8M loan from the Oklahoma Water Resources Board. Additional public infrastructure improvements are needed to manage the impending growth including additional water sources. In FY 2024, Tuttle had instituted off-site infrastructure improvements required of developers.

3. Employee recruitment and retention – Recruitment of public safety employees
   Tuttle has experienced challenges in the recruitment of public safety employees in Police and Fire/EMS operations. This is an extremely competitive employment market in the Oklahoma City metropolitan area market. In FY 2023, Tuttle had worked on three-year collective bargaining agreements with Police and Fire/EMS unions to increase salary and benefits compensation to better recruit and retain these public safety positions.

GENERAL, MANAGEMENT STYLE AND EXPERIENCE

As a municipal government professional with over 25 years of experience, I have attained valuable knowledge, skills and abilities associated with municipal government with policy development and program administration, where I have prepared myself for the Town Manager position with the Town of Juno Beach. I have assembled effective leadership skills in the practice of municipal planning and development, providing solutions-based policy alternatives to local governing bodies aimed at managing identified community needs.

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DANA LOUIS SCHOENING

With good ability to develop and work collaboratively with staff and community stakeholders, I provide team building intentions as a primary leadership strength that is beneficial in managing municipal management activities in a Town Manager role. As experience reflects, I have significant experience in identifying priorities with governing boards, mobilizing staff resources, and working strategically with partnering organizations, through collaborative process alignments, designed to establish effective community problem-solving capabilities.

The Juno Beach Town Manager position is a great leadership opportunity and avenue to continue professional career growth in municipal government dedicated to working with the Town Board, staff, and stakeholders in ways that addresses priority issues collaboratively, with creative and innovative results. My experience as a City Manager, coupled with expertise in planning and development, as well as collaborative team building with staff and stakeholders, makes me uniquely qualified to perform actively and effectively in the Juno Beach Town Manager role.

From a management perspective, employees would describe my primary strengths as leadership based. My management approach of staff leadership development is strong in allowing others with appropriate resources and support to flourish in their respective areas of responsibility, as professionals committed to meeting community building objectives. Supporting employee ideas and associated leadership opportunities works well to motivate and gain trusting relationships.

As an example, when employed as the Director of Planning and Development Services with the City of Abilene, TX, I had initiated a review of building inspection and code enforcement programming and determined primarily through field staff input that a New Mobility Initiative to improve efficiency and effectiveness in programming was needed. Upon review, it was determined that the use of an archaic software tracking system prone to crashing periodically was problematic. The initiative provided for a new Internet-based permit and case tracking system (MyGov), which improved the permit and case tracking system from beginning to end for much improved program delivery. In addition, to improve efficient use of staff time, mobility-based hardware including iPads were provided to field staff for use. Staff was able to spend more time in the field to manage programming at a more efficient level, by providing the needed resources to assist staff in programming goals. The new initiative also provided the means to measure program performance through case tracking with the new software system, instituting performance and accountability measures for programming review.

I promote communication through open dialogue and sharing of issues, ideas and concerns. Communication through active listening and understanding employees' intent is a strength that pays dividends in building two-way supporting relationships. Attempting to understand individual idiosyncrasies and characteristics of staff reflects a respectful and caring understanding of the person behind the professional. The ability for staff to voice opinions through engagement enhances employee development, improves motivation and morale; effectively contributing to programming performance. The essential ingredient in my professional experience has been to encourage and improve the ability of staff to take the lead in programming responsibilities, and to contribute in ways that brings higher level staff motivation

and morale, contributing to a productive work environment.

Elected officials would describe my primary strengths as leadership based. Initiating planning processes and programs with the intent to implement community building objectives has proven successful. I have been able to assist local governing bodies in looking ahead and supporting change to stay relevant in providing improvements that meet community needs. I have facilitated strategic planning processes which have identified future needs and priorities. In the facilitator role, diplomacy and consensus building skills are strengths in the eyes of elected officials including forward thinking, team building, attentive listening, and persuasiveness. Elected officials point to mobilization of collaborative resources to more effectively address community-based needs through problem-solving networks.

As I believe in continuous improvement principles, there are several areas where I would like to improve upon to become a more effective leader and manager. I would like to become more skilled at employing higher-level situational approaches to managing employees. More utilization of methods to understand differences in staff personalities and generational characteristics would provide a better understanding in using differing approaches to enhance staff motivation and development.

In my experience, staff recruitment and retention has been extremely important in building an effective team, by stressing the importance of recruiting and retaining employees who exhibit, through leadership and program management capabilities, a good fit for the organization. In this approach, there has been on occasions where with performance reviews certain employees did not manage work responsibilities to expectations. In these situations, the first approach was seeking development through a Personal Improvement Plan. This approach has been mostly successful, but in some cases an employee either left on their own accord or was let go due to continuing performance issues. In these situations, it has been best for the organization and employee to part ways to seek better fits for both sides.

As one career highlight, as Director of Community Development with the City of Duncan, OK strategic planning process was used to identify prioritized community issues and develop strategies to address the issues. Of importance was establishing a process to prioritize the use of limited resources in annual budget development processes. The process involved gathering input from Department Directors, key stakeholders, Boards, Commissions, City Council, and the public. My role in the process began with identifying with city Department Directors general decision criteria to assist decision-making of City Council for future funding priorities. The decision criteria identified included:

- Community-Wide Impact
- Improving Customer Service
- Realistically Achievable and Sustainable
- Visibility
- Improve Public Safety and Health

DANA LOUIS SCHOENING

Community stakeholders, Boards, Commissions, and public were surveyed regarding perceived community needs to seek input on community needs for future budgetary funding priorities. Stakeholder survey information was tabulated to gain understanding of priority issues, with information presented to the Department Director leadership team. The leadership team assessed the results provided thoughts to City Council through facilitated round table discussion to identify priority actions moving forward. A significant result of this effort was eventual consideration and approval by the citizens of the City of Duncan, to redirect sales tax funding from a source that was set to expire and continue to utilize the revenue source to fund 12M operations and capital improvements identified through the priority actions process over a 5-year period (FY 2002-2007).

In my career to date, there have been several achievements, as well as learning opportunities, where debriefing processes and programming has led to changes in approach and delivery. As an example, when I began employment as the Director of Planning and Development Services with the City of Abilene, TX, a priority was to better manage planning and development services programming to improve customer service. An opportunity presented itself when a few direct report positions including Chief Building Official, Assistant Building Official, Assistant Department Services Director, Planning Manager and Neighborhood Services Manager left for retirement or other positions within the first three months of my tenure, and I had to recruit for these positions providing for department repositioning to better manage development services processes. I was able to develop effective teambuilding approaches and solicit the input of staff into the recruitment of management staff positions. This had good effect on my position as a leader giving me insight into the motivations, abilities, and capabilities of staff.

In my career, I have taken learning opportunities to heart, where programming had not gone as smooth as expected and changes in programming were made to improve delivery. As an example, when employed as Director of Community Development with the City of Wichita Falls, TX, I was involved with developing a Personal On-Demand Storage (PODS) units policy ordinance. The ordinance was needed to regulate temporary portable storage units on residential properties in front yard setback areas as there was no city ordinance to regulate location and length of time for location. After a first attempt to gain approval from City Council, it was tabled due to lack of support from business community interests. The process started over by soliciting input from the affected businesses and placing before the Planning Commission to work out negotiable aspects between staff, business interests, and community interests. Upon review of the Planning Commission and recommendation to the City Council, a PODS ordinance was developed and approved. What I learned was to comprehensively vet proposals through stakeholders and appropriate boards and commissions before proceeding to City Council consideration of approval.

The challenges I see facing the Town of Juno Beach with exceptional leadership, staff management, and collaboration include the following:

- Planning and Development. Juno Beach is faced with impending development pressures

given the draw of seaside charm, abundant natural resources, and small-town character. Preserving the small-town charm and unique identity of Juno Beach to maintain the preferred quality of life standards is a high priority. The Town Council and staff should promote an intentional development pattern that only allows for development that enhances standard of living goals and provides best fit developments that add value to Juno Beach.

- New Revenue Sources to Support Capital Improvement Programming. With county level tax revenue earmarked for capital improvements expired, additional revenue sources will need to be researched and implemented to continue providing for capital improvements programming. It is extremely important to continue working with regional partners to inventory and develop new avenues for sources of revenue to address community capital programming needs.
- Community Engagement. Community engagement and public relations is an opportunity to transparently open up to the public with the intent to build a solid trusting relationship between the public, the Town Council, and administrative staff in regard to planning and organizational performance in meeting community programming and quality of life expectations.
- Staff and Organizational Development. An opportunity exists to work with administrative staff in a manner to align perspective on what constitutes community and organizational priorities. The alignment includes professional development and programming leadership opportunities of staff with team building expectations with intent to develop a high performing organization.
- Vision, Mission, and Values. An opportunity to work with the Town Council to establish vision, goals, strategies, tasks, and measures to monitor policy development initiatives and organizational programming performance to expectations.
- Manage Strategic Planning and Town Master Plan. Managing the Strategic and Town Master Plans is important in implementing the preferred future direction of the Town Council and community stakeholders. Community efforts to update the Strategic Plan and Town Master Plan must be met with an understanding of the importance these processes represent in building consensus on determining community and organizational needs. With this information there is opportunity to align the Town Council with stakeholder partners and community leaders to establish priority programming to build upon high level quality of life for the future.

If selected for the position of Town Manager, the greatest, most immediate challenge will be learning and understanding the current project initiatives, operational systems, and organizational culture. It would also be essential to seek out and identify community resources to serve as community partners for collaborative programming ventures. It is important to identify activities leading to the development of goals and objectives for carrying out the responsibilities of the Town Manager position.

To set up for a successful tenure as Town Manager for the Town of Juno Beach, by the end of 180 days, three important developments are important to provide for success in the Town

DANA LOUIS SCHOENING

Manager position moving forward.

- To assess performance objectives in managing programming responsibilities for effective implementation of priority programming to the Town Board and community expectations,
- To assess need for resources or redistribution of resources needed to provide municipal operations programming initiatives to meet for programming objectives to bridge gaps between current programming performance and community expectations,
- To seek partnerships with other organizational entities and stakeholders with intent to improve upon community services provision and quality of life opportunities, and
- To assess the Town's financial position, including debt obligations, and reviewing anticipated future budget trends.

Utilizing news outlets, city website, and social media has been important to provide transparent information and programming results to the public to manage information flow effectively. Informing the public of programming updates and being proactive in communications has been important to build confidence with the public in customer service programming in which they are affected.

In addition, given the level of proactive communication and responses to public inquiries, there should be no negative feedback from the Tuttle community when it would be learned that I am a finalist in Juno Beach for Town Manager.

SIX ADJECTIVES OR PHRASES YOU WOULD USE TO DESCRIBE YOURSELF

- Accountable
- Influential
- Emotional intelligence
- Flexible and adaptable
- Open-minded
- Innovative and creative

REASON FOR WANTING TO LEAVE CURRENT POSITION

The reason for wanting to leave my current position as City Manager with the City of Tuttle is to utilize my skills at a higher level and in program areas of significant interest and in a community that exhibits great quality of life opportunities. My experience, skills, and capabilities align with the Town Manager position needs of Juno Beach, with my background in planning and development, public engagement, strategic planning, and relationship building, would provide a great fit for the Juno Beach Town Manager position needs.

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DANA LOUIS SCHOENING

CURRENT SALARY

My current salary is $140,658, including vehicle allowance.

SOMETHING INNOVATIVE THAT YOU HAVE INTRODUCED IN YOUR GOVERNMENT

A unique policy initiative approach to economic development involves utilizing regulatory measures for off-site infrastructure improvements with subdivision development to assist in economic development programming.

Leveraging Section Line Roadway Improvements for Economic Development

The City of Tuttle's limited sales tax capacity constrains the use of traditional financial incentives for commercial development along State Highways 37 and 4 corridors. As a result, the city relies on strategic infrastructure planning and regulatory flexibility to influence roadway improvements with economic development opportunities. A promising tool available is the Section Line Roadway Improvements Ordinance, particularly through amendments to Section 41. Streets: General Provisions of the Subdivision Regulations, approved by the Tuttle City Council in August 2024.

While the ordinance was primarily adopted to address off-site infrastructure impacts of subdivision growth and public safety, it also presents a unique opportunity to leverage private development activity to advance long-term economic development goals. In effect, repositioning Section 41 of the Tuttle Subdivision Regulations allows for a transition from a reactive regulatory mitigation approach to a proactive, growth-focused infrastructure strategy that supports commercial site locations and private investment decisions. Rather than reacting to each subdivision independently, the city can:

- Identify priority economic corridors (SH-37, SH-4 intersections, section line collectors)
- Delfine targeted off-site subdivision improvements that support commercial uses
    - Turn lanes
    - Signalization
    - Access management
    - Drainage and roadway widening
- Use Section 41 to steer infrastructure improvements toward locations that also enhance commercial capability.

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Key Elements of the Amended Section 41 Subdivision Regulations

1. Section Line Road Improvements

   - Prioritize improvements on section line roads that also function as commercial or arterial corridors.
   - Align infrastructure improvement locations with areas targeted for major arterial-oriented commercial development.

2. Traffic Impact Assessments (TIAs)

   - Use TIAs not only to mitigate impacts, but to:
     - Identify available roadway capacity.
     - Highlight corridors capable of supporting commercial traffic.
     - Inform long-term capital improvement planning.

3. Functional Service Capacity
   - Evaluate roadway, drainage, and access capacity to determine where commercial development can be supported efficiently.
   - Use this information to guide development toward areas where infrastructure investments provide the highest return.

4. Fee-in-Lieu for Future Off-Site Infrastructure Improvements
   - Allow developers to contribute proportionally when immediate construction is not practical.
   - Pool fees to fund larger, strategically located improvements that support both public safety and economic development.

5. Arterial Standards with Flexibility
   - Maintain long-term arterial standards while allowing a phased approach to improvements.
   - Ensure safety and access needs are met without overburdening initial phases of development.

6. Development Agreements
   - Use development agreements to:
     - Coordinate the timing of public and private improvements.
     - Share costs for oversized infrastructure.
     - Provide certainty to developers regarding obligations and standards.

Section 10

DANA LOUIS SCHOENING

Public–Private Partnership Outcomes

The intent of the amended ordinance is to manage off-site improvement requirements intentionally with private economic development investments to:

- Accelerate infrastructure delivery.
- Reduce public capital outlay.
- Improve market readiness of commercial sites.
- Influence locational decisions without direct cash incentives.

This policy approach allows the city to leverage growth to pay for growth, while at the same time, simultaneously enhancing public safety, mobility, and economic development competitiveness.

With thoughtful amendments and disciplined implementation, Section 41(21) can evolve from a growth management requirement into a strategic economic development mechanism. By aligning off-site improvements with targeted commercial corridors and encouraging private participation in infrastructure delivery, Tuttle can create meaningful development opportunities along SH-37 and SH-4—despite limited traditional incentive capacity.

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CB&A Background Checks

Background Check Summary for
DANA LOUIS SCHOENING

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Grady County, OK	No Records Found
Nolan County, TX	No Records Found
Wichita County, TX	No Records Found
Taylor County, TX	Not Available*
Jones County, TX	Not Available*
Stephens County, OK	No Records Found
State	
Oklahoma	No Records Found
Texas	No Records Found

Civil Records Checks:

County	
Grady County, OK	No Records Found
Nolan County, TX	No Records Found
Wichita County, TX	No Records Found
Taylor County, TX	Not Available*
Jones County, TX	Not Available*
Stephens County, OK	No Records Found
Federal	
Oklahoma	No Records Found
Texas	No Records Found

Motor Vehicle	
Oklahoma	No Records Found
Credit	Excellent
Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed

Section 10

Background Check Summary for
DANA LOUIS SCHOENING

Employment	Confirmed, except for City of Tuttle (9/2022 – Present)
Social Media	Nothing of Concern Found

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

Section 10

Background Check Summary for
DANA LOUIS SCHOENING
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: Dana Louis Schoening

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes X No ☐
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No X
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No X
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No X
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No X
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes X No ☐
7. Have you ever sued a current or former employer?
   Yes ☐ No X
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one.
   LinkedIn: www.linkedin.com/in/dana-schoening-717116b5
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No X
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
    N/A

Attested to: _____
Signature of Applicant

Background Check Summary for
DANA LOUIS SCHOENING
Personal Disclosure Explanation

Personal Disclosure Questionnaire

Explanations

I have listed explanations for certain Personal Disclosure categories where an explanation is warranted. In each case listed below they are convictions in my distant past. I regret the existence of these past issues, but also the appropriate response to these issues had paved the way for success in life on personal and professional levels. No doubt these were mistakes, but mistakes I used in a positive light to overcome obstacles and meet new personal and professional challenges. These convictions are several decades in the past and had been addressed in my life moving forward. I ask that the length of time since convictions be taken into consideration in this process. I certainly understand the perception these past issues can be in this process, and I fully understand the concern of all others involved in this recruitment process.

#1. Felony:

Possession of controlled substance, Oneida County, Wisconsin, 08/1986

#6 Misdemeanor:

Driving Under the Influence (DUI), Brown County, Wisconsin, 08/1991
Driving Under the Influence (DUI), Outagamie County, Wisconsin, 07/1980
Driving Under the Influence (DUI), Outagamie County, Wisconsin, 11/1980

Section 10

CB&A Reference Notes

Reference Notes
Dana Louis Schoening

David Vela – Former City Manager, City of Sweetwater, TX 325-436-3199

Mr. Vela has known Mr. Schoening since 2019. Mr. Vela is the City Manager for Sweetwater and hired Mr. Schoening as the Planning Director for the City. He then promoted Mr. Schoening to the Assistant City Manager position. They worked together for three years before Mr. Schoening left for a City Manager position in another location.

Mr. Schoening was involved with hiring personnel and consistently made good decisions in recruiting and hiring. He has a good eye for talent and helps to bring qualified people on board. He also builds them up once hired, and coaches them to reach their full potential. An excellent mentor, he can pull the best out of others and support them in their growth. He also sets a tone of professionalism for others to follow. In addition to his Master of Public Administration, he holds specific certifications in city planning. His deep knowledge and application of knowledge benefited the City continually and still has a positive influence.

During Mr. Schoening's time with Sweetwater, he was the main driver in creating a comprehensive master plan. He was instrumental in making this happen for the City. As a planner, he approaches big projects with organization and innovation. His specific skill set allowed him to work with consultants to create a strategic plan to guide the City in the present and long term. The current City Manager credits this plan to Mr. Schoening's abilities and leadership.

Mr. Schoening is a skilled planner. As Assistant City Manager, he oversaw Planning and Public Works, Personnel, Code Enforcement, and the Airport. He was a great team planner and motivator, helping coach his staff. He gained their trust and trusted them to complete their jobs. He was able to balance the gray area of allowing staff to complete their jobs and being available for questions and guidance. Staff and elected officials enjoyed working with him because of his strong interpersonal skills.

Mr. Schoening is solid with financial skills. He also is willing to learn from finance experts when needed. He worked with the Finance Director during budgeting to be sure the budgets he oversaw were good and responsible. He made sure the departments he oversaw (airport, code enforcement, personnel, planning and public works) received what they needed. He also understood that his departments were part of the whole, and that some items that could wait would need to wait. A dedicated team member in all aspects, Mr. Schoening handled finance with an understanding of the whole city.

Mr. Schoening was always in attendance at council meetings, planning and zoning meetings, and commission meetings. He was also involved in the community, beyond specific job responsibilities, with organizations such as the Rotary Club. He was involved in the community and created many positive relationships with community leaders. During meetings, he offered knowledge and wisdom when asked. He handles himself well in both individual conversations and public presentations.

Mr. Schoening is well respected by the community, staff, and elected officials. He is very fun to be around and has a great personality. People feel heard and valued by Mr. Schoening. His soft skills of communication and working with people are exceptionally high. He is friendly, sociable, and educated while remaining approachable and a commonsense type of person. There is nothing embarrassing or controversial in his background.

Mr. Schoening is well qualified to be a City Manager. He has grown in his career and is ready for greater responsibilities. The City of Sweetwater wishes him the best. They would love to have him back on staff. He is team oriented, family oriented, and a good, solid person. He knows how municipal government functions, and how to work with people. He knows how to work with the council: when to push, and when to hold back. Any community would be fortunate to have Mr. Schoening as their Manager.

Words or phrases used to describe Dana Louis Schoening:

- Leader,
- Team player,
- Motivator,
- Coach,
- Planner, and
- Communicator.

Strengths: Exceptionally qualified in city planning and management; competent in both hard and soft skills of city management. Personable leader; ability to communicate with individuals and groups.

Weaknesses: This happens rarely, but he can be indecisive at times.

Miesha Adames – Executive Director, Sweetwater Enterprise for Economic Development, TX 325-338-6230

Ms. Adames has known Mr. Schoening since he was hired by the City of Sweetwater in 2019. He started as the Planning and Operations Director and then was promoted to Assistant City Director.

As the first Certified City Planner for Sweetwater, Mr. Schoening executed many projects that improved the quality of life. He is a certified city planner, and he jumped into the challenge of creating the first comprehensive plan for Sweetwater. He continued to be the driving force for this plan and helped train others on the importance and execution of the plan. Other city leaders were brought on board by his insight and dedication. As a result, Sweetwater experienced more economic growth in five years than in the preceding 15 years. He was exceptionally organized in initiating the project and helping train others to continue with it.

Mr. Schoening worked with other department heads well in both executing his role and serving the community. He worked with the Economic Development Department to recruit businesses to the area that would be successful. Since leaving Sweetwater for a new position in Tuttle, he has continued to network with Ms. Adames about retail consultants and finding the best fits for their respective communities. His efforts have been successful in both areas.

Mr. Schoening was involved with hiring for the departments he oversaw. He made good decisions, and the individuals he brought on board are still with the City. Mr. Schoening is customer service oriented and works to find solutions that are agreeable with all parties.

Mr. Schoening is a great communicator. When projects involved multiple parties, he made sure to keep everyone updated. He took extra steps to copy everyone involved on emails and invite them to meetings. If they could not attend, he updated them afterward. Everyone felt included and validated in the process. Other department heads, staff, and the city council appreciated Mr. Schoening's efforts to be included as events progressed.

Mr. Schoening was involved with the community and attended all city council meetings. He was involved in meaningful discussions and found a way to negotiate when needed. He had a unique way of working with people to mitigate conflicts.

Mr. Schoening took on the challenge of enforcing code throughout the community. Code Enforcement was an area that had been overlooked for a few decades, and many structures were run down. The structures, both residential and commercial, were out of code and needed to be demolished. Mr. Schoening was the only one to take on this major project and did the necessary paperwork and fieldwork to elevate the City landscape. He worked with the City Council on this project, going through all the correct channels, and kept it on track.

Mr. Schoening is qualified to manage any location. There is nothing controversial or embarrassing in his background.

Words or phrases used to describe Dana Louis Schoening:

- Communicator,
- Organized,
- Likable,
- Humble,
- Patient, and
- Agreeable.

Strengths: A qualified manager that is easy to communicate with and takes time to work with others toward a common interest. Willing to take on long-term projects; placing steps in place to ensure success.

Weaknesses: None identified.

Dr. Jerrod Peek – Mayor, City of Sweetwater, TX texvet81@icloud.com

Dr. Peek has known Mr. Schoening since 2019 when Mr. Schoening began work with the City of Sweetwater as the Director of Planning and Operations. Dr. Peek was a member of the City Council and served for some time as the Vice Mayor while Mr. Schoening was Assistant City Manager.

Mr. Schoening was excellent in both roles with the City – moving from Director of Planning and Operations to Assistant City Manager. He produced high quality work and was always well prepared to present to the council. Council members felt comfortable dropping by to discuss issues with Mr. Schoening. The City Council hated to see Mr. Schoening leave Sweetwater; he left for a position closer to his home.

Mr. Schoening is a diligent worker and embraces needed change. There was an issue in Sweetwater with dilapidated structures not being addressed. Previous managers had avoided the issue because of their heavy workload. Mr. Schoening took this project on and addressed it directly. Some of these structures, both residential and commercial, needed to be condemned and demolished. Mr. Schoening completed the preparatory work, and the administrative work so that the land could be cleared and available for future needs of the area. He did not shy away from the multi-step process but organized the work and proceeded to complete it. His diligence and organization are paramount to his success.

Mr. Schoening is prompt with communication. When someone dropped by city hall, he took time to meet with them. Mr. Schoening attended all city council meetings and conducted himself well. There were not any conflicts between himself and council members, in fact, they worked together very well. Mr. Schoening was very comfortable in both individual conversations and large group settings. He was competent and confident in giving presentations to large public groups. He was also available for follow-up questions from council members and took time to have positive conversations.

Mr. Schoening is qualified to be a Town Manager. There is nothing embarrassing or controversial in his background. Dr. Peek is not aware of any negative comments from other members of the council or the staff about Mr. Schoening; he was well liked and agreeable to work with. He completed the daily work, as well as taking on significant long-term challenges that other managers had avoided. The City of Sweetwater would love to have him back in their employment.

Reference Notes
Dana Louis Schoening

Words or phrases used to describe Dana Louis Schoening:

- Personable,
- Detail oriented,
- Helpful,
- Available,
- Responsible, and
- Organized.

Strengths: Ability to begin and complete long-term projects; agreeable with council members.

Weaknesses: None identified.

Christina Selby – Commercial Application Coordinator, City of Duncan, OK 580-467-1439

Ms. Selby has known Mr. Schoening since 2000. Ms. Selby was a Plumbing Contractor and Plumbing Inspector with the City of Duncan when Mr. Schoening was the Director of Community Development. In 2014, Ms. Selby was hired with the City as the Commercial Application Coordinator.

Mr. Schoening has strong financial skills. He balanced the budget for the departments he oversaw. He always was under budget, but not excessively so. He dealt with budget cuts by looking for creative ways to reach the same objectives. He accomplishes tasks in a timely manner and deals with stressful situations in a calm manner.

Mr. Schoening is excellent at working with people from many different backgrounds. For example, when he worked with builders, contractors, and tradesmen – there were often differing opinions and approaches. Coming to an agreement was difficult, and these conversations turned smooth with Mr. Schoening involved. He can bring people together for the common good.

Mr. Schoening is an excellent communicator. He keeps every party informed through documentation and includes all interested individuals in meetings. He connects individuals and groups and helps negotiate compromises when needed. His ability to bring people together is unmatched.

Mr. Schoening was involved in the hiring process and committed to those that were hired. He looks for quality and good temperament in those he hires and then helps them progress. He was a powerful mentor, passing along a wealth of knowledge and wisdom. If an employee showed an interest in earning a certificate that could help the department and the City, he was very supportive. He instilled in others a commitment to working in the public sector, and how much good they could do at the local, state, and even national level.

Mr. Schoening would be an excellent Town Manager. There is nothing embarrassing or controversial in his record. Many people in the City of Duncan miss his approach. They wish him the absolute best, as they have seen his career trajectory grow. Any community would be fortunate to have him as their manager.

Words or phrases used to describe Dana Louis Schoening:

- Thorough,
- Fair,
- Problem solver,
- Thinks outside the box,
- Supportive mentor, and
- Personable.

Strengths: Expertise at helping people come together and connect. Excellent negotiator, building compromises for the common good.

Weaknesses: While staff appreciate his fair approach, sometimes he is too soft in confrontational situations.

Donna Howel – Former Director of Human Services, City of Duncan, OK 580-656-3837

Ms. Howel has known Mr. Schoening since 2000 when he was hired by the City of Duncan. She was on the hiring panel when he interviewed for the position of Director of Community Development.

Mr. Schoening performed well in his responsibilities. He attended council meetings, presented to the board, and was active in the community. He is a personable individual and communicates well with individuals and in groups. In stressful board meetings, he was able to articulate information in a way that helped promote understanding. He worked intensely with the Planning Board and Board of Adjustments. He was innovative with bringing in ideas that would help revitalize the community. He was always well prepared and straightforward.

Mr. Schoening is a capable public speaker. He was always prepared for meetings and could convey information with clarity. He shared plans, decisions, and how they arrived at them. He is transparent with information, and people respond well to his open personality and approach.

When involved with hiring, Mr. Schoening made good decisions. He looked for and hired high quality individuals and then helped them continue to improve in their skill set. He is a helpful mentor. He does not micromanage employees. He consistently makes good decisions.

Mr. Schoening can deal with stressful situations and personnel complaints. There was an issue during one summer with a temporary employee at a pool. He mediated and helped this

individual, parents, and other parties with this issue. He helped resolve the issue through his ability to listen sincerely and respond appropriately.

Mr. Schoening is creative at stretching the budget. He can work with limited resources and find other ways to pay for items. He helped the City apply for a community development block grant, which they received. This is just one example of his skills with finance and thinking outside the box.

Mr. Schoening is qualified for a Town Manager position. Ms. Howel is now retired, and the only reason she would come back to work is if Mr. Schoening was in charge. He has never been involved in anything embarrassing or controversial. His reason for leaving the City of Duncan was to advance in his career; they missed him personally and the work he was able to accomplish.

Words or phrases used to describe Dana Louis Schoening:

- Friendly,
- Well spoken,
- Competent,
- Committed,
- Organized, and
- Qualified.

Strengths: A personable manager and leader; ability to remain calm in all situations. He uses communication to build connections and positive projects.

Weaknesses: None identified.

Chris Deal – City Manager, City of Duncan, OK 580-252-0250, cell 580-467-5371

Mr. Deal has known Mr. Schoening since 2000: Mr. Schoening was hired by the City of Duncan as the Director of Community Development. Mr. Deal was a business owner in the City and involved with advocacy and planning as President of the Chamber of Commerce. Mr. Deal is the current City Manager of Duncan.

Mr. Schoening was pivotal in creating a comprehensive plan for the City. It took several years to develop and was finalized in 2010. Mr. Schoening made sure that the idea was proposed at town hall meetings, so that citizens could buy into the idea. Citizens felt included in the process, and elected officials were kept up to date on the information. Mr. Schoening wrote a major part of the comprehensive plan. By 2011, the plan was put into motion. After that plan was completed, Mr. Schoening also was the leader in putting together a retail study and a housing study. These documents are still being used, guiding the city with growth and development.

Reference Notes
Dana Louis Schoening

Mr. Schoening came to work as the Director of Community Development and was involved far beyond an official capacity. He was present at all council meetings and was also involved with a new chapter of the Lions Club and United Way. He was involved in the community and built many positive relationships with business owners, community organizations, and elected officials.

Mr. Schoening is knowledgeable and skilled in planning. He helped efforts towards infill redevelopment. The coding and density laws in the books were a hindrance to this effort and were creating a sprawl situation. Mr. Schoening went through and addressed the codes, working through the procedure to have them updated. He researched best practices from cities of similar sizes with similar situations and put these into practice. He solves modern problems with up-to-date approaches. Revitalization was always a push for him, and he connected people around this common goal. The City started to experience positive effects of the infill redevelopment, with the creation of mixed-use areas, safer streets, and revitalized residential areas.

Mr. Schoening is a great communicator and uses networking effectively. He is also an expert in planning and development. When things needed to be done, Mr. Schoening was the person to go to. He is honest, works diligently, and pays attention to detail. He takes time to stay updated with current trends, building a deep and wide knowledge base. He is involved in professional associations and collaborates well with many people in municipal government as well as the private sector. His peers look to Mr. Schoening as a leader, though also knowing that he will listen and value everyone. He is a man of integrity and will always advocate for what is right. He can always be trusted; he is an asset to any group. There is nothing embarrassing or controversial in his background.

Mr. Schoening is qualified to be a Town Manager in any location. If Mr. Schoening is applying for a municipality, he has already studied their charter, their ordinances and code, and will come in 110% prepared. He is skilled in finance and budgeting. Having worked in multiple states, he understands the various models of managing and how to fund government programs. He is very adaptable and a lifelong learner. He integrates himself into the culture where he works, and advocates for that community.

Words or phrases used to describe Dana Louis Schoening:

- Integrity,
- Lifelong learner,
- Innovative,
- Problem solver,
- Collaborator, and
- Communicator.

Strengths: A leader who connects individuals and groups around a common goal; exceptionally skilled at planning and comprehensive plans. Ability to stay calm and focused on any situation, ranging from daily work to long-term projects.

Weaknesses: None identified.

Larry Wright – Former City Engineer, City of Abilene, TX 817-771-1395

Mr. Wright has known Mr. Schoening since 2015 when they both worked for the City of Abilene. Mr. Wright was the City Engineer; Mr. Schoening was the Director of Planning and Development Services. They worked together on multiple projects. Mr. Wright is currently the City Engineer for the City of Colleyville, Texas.

Mr. Schoening was a valuable resource to many employees on code enforcement. Mr. Schoening was an expert at understanding and interpreting the code. Mr. Schoening understands that the code cannot be changed. When developers and contractors cut corners and did things as cheaply as possible, it created stressful situations. Mr. Schoening was able to work with these individuals to recognize the importance of the code, and to build within the code requirements. He had the ability to navigate stressful situations, and work with companies to be sure that the code was followed and the business felt valued in the community.

Mr. Schoening is skilled at innovating within the code. He used this skill at other cities before Abilene, and again at cities after Abilene. He is always trying to innovate and help a community grow. He helps the city provide jobs to better the economy.

Mr. Schoening is a diligent worker and accomplishes tasks in a timely manner. He is qualified with strong problem solving and financial skills. He is respectful to everyone he works with and for, and people genuinely enjoy working with him. He is calm in stressful situations and creates solutions to difficult problems.

Mr. Schoening continues to develop and grow within his career and is qualified to be a Town Manager. He excels with each new position. There is nothing embarrassing or controversial in his background. A city would be lucky to hire Mr. Schoening, gaining a loyal manager with a great deal of municipal government knowledge and wisdom.

Words or phrases used to describe Dana Louis Schoening:

- Intelligent,
- Strong leader,
- Resourceful,
- Loyal,
- Integrity, and
- Dedicated.

Strengths: Qualified manager remains calm in all circumstances. Works well with others. Builds strong teams through a personable management style.

Weaknesses: None identified.

Timothy Littlejohn – Director of Planning and Development Services, City of Abilene, TX
325-676-6237

Mr. Littlejohn has known Mr. Schoening since 2015, when they both worked at Abilene. Mr. Littlejohn was the Chief Building Official, and reported to Mr. Schoening, who was the Director of Planning and Development Services.

Mr. Schoening is a great boss. He is open-minded and has an open-door policy. Always approachable, Mr. Schoening is easy to talk to. Mr. Schoening is a great team player and communicates well both individually and in group settings.

Mr. Schoening led the initiative for Abilene's infill development. He started researching empty and rundown lots. He used the research to implement the revitalization of blocks and neighborhoods. He worked diligently to recruit builders to build neighborhoods that were going downhill. His work stopped the stretch of the city and the infrastructure. His creative problem solving was a major strength to the city's long-term plan.

Mr. Schoening is a solid financial planner. He kept the departments he oversaw within budget. When there was a tight year, he found a way to still provide the services needed. For example, when individuals needed training for current certificates, he found a way to complete online training rather than sending them in person. This created massive savings that helped them complete the programs needed for the city, without cutting out necessary certifications.

Mr. Schoening was involved with hiring personnel. He listened to the interview panel with recommendations and built on a consensus of who to hire and why. Mr. Schoening is a team player who listens to everyone and helps them feel valued. He mentors the staff he supervises and helps them continue to grow professionally. He networks beyond his city, pulling in innovative ideas from cities that are similar to his own in size and demographics.

Mr. Schoening possesses various certifications related to municipal government, and his ability and skill set are high above what other leaders have brought to the City of Abilene. He worked with the neighborhood services division to help low- and moderate-income areas. He looked for creative ways to approach infill development. Instead of the standard approach to use HUD funding to rebuild two homes completely, he helped citizens in the area understand the money could be used for alterations and remodeling. This helped the same amount of funding reach twenty households rather than the two originally thought. His ability to think outside the box helped the funding go much further. This is the sort of creative and innovative thinking Mr. Schoening uses in many aspects of city management.

Mr. Schoening could be a Town Manager anywhere: he has the knowledge, experience, and temperament. He rises to every challenge. There is nothing controversial or embarrassing in his experience.

Words or phrases used to describe Dana Louis Schoening:

- Dependable,
- Integrity,
- Respectful to all people,
- Good moral compass,
- Knowledgeable, and
- Creative thinker.

Strengths: Effective leader using creative problem solving to find solutions. Ability to budget, train, lead, and inspire. Ability to connect individuals and groups from different viewpoints.

Weaknesses: None identified.

Lisa Adames – Assistant City Manager for Administration, City of Sweetwater, TX
325-236-6313

Ms. Adames worked alongside Mr. Schoening the entire time he was at the City of Sweetwater, which was between 2019 and 2022. She is the Assistant City Manager for Administration while he was the Assistant City Manager over Planning and Operations. They both reported to the City Manager.

Mr. Schoening had a great job performance. He is knowledgeable in his field and dependable. They interacted closely in the three years they worked together because they were in the same office suite. He is good at speaking with the public and with the city council. He made himself available to the public and handled stressful situations very well. He always remained calm and did not make any decisions without first thinking through all his options carefully.

Mr. Schoening preferred behind the scenes leadership. He did not have to be in the spotlight. He is customer service oriented. When community members came in with questions, he was very helpful in answering their questions and pointing them in the right direction for what they needed to do, or what specific paperwork they needed to bring in.

Mr. Schoening has not been involved with anything controversial or concerning in his personal behavior. He helped with switching over the City trash pickup program, and there were some unhappy people during that transition, but it did not reflect badly on him. He helped smooth things over and worked closely with the City Manager on that project.

Reference Notes
Dana Louis Schoening

Ms. Adames recommends Mr. Schoening as a Town Manager because of his knowledge of the field, and because he is good with both the public and the council.

Words or phrases used to describe Dana Louis Schoening:

- Personable,
- Easy to talk with,
- Timely,
- Dependable,
- Knowledgeable,

Strengths: Communication skills.

Weaknesses: None identified.

Prepared by: Amanda Jenkins & Brooke Krim
Colin Baenziger & Associates

Section 10

CB&A Internet Research

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Tri-City Today
February 2026

Irons in the Fire

City of Tuttle
A SMALL COMMUNITY. WELL CONNECTED.

Tuttle working on new station, water planning & growth strategy



Chief Will Smith and firefighters Drake Rumbaugh, Ryan Barker, Brennan Thurman, and Braden Warcup represent the Tuttle Fire Department at a groundbreaking ceremony Tuesday, January 22. PHOTO PROVIDED

By Jayson Knight
editor@tuttletimes.com

Tuttle's Fire Station 2 project moved into a visible new phase recently, as city leaders marked the start of redevelopment work that has been in the planning pipeline and is expected to be one of the community's most tangible public-safety developments in 2026.

City Manager Dana Schoening said the Fire Station 2 effort is the product of design work and funding coordination that took shape last year, with construction activity now positioned to follow.

> ***"We applied for a REAP grant with the Association of Central Oklahoma Governments, and that money will be applied to some work at the Fire Station No. 2."***
>
> **Dana Schoening,** *Tuttle City Manager*

"We have moved to come up with a design for the Fire Department Station 2 redevelopment project," Schoening said. "That is funded in partnership really between the 522 EMS board, and we applied for a REAP grant with the Association of Central Oklahoma Governments, and that money will be applied to some work at the Fire Station No. 2."

See TUTTLE, page 29



Citizens and city officials meet together at Tuttle Fire Station No. 2 in January. PHOTO PROVIDED

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

TUTTLE

Continued from page 3

Schoening said the station work fits into a broader 2026 picture, one where Tuttle continues balancing rapid residential growth with the infrastructure and services needed to support it.

"Tuttle is a fairly rural community," Schoening said. "It's 30 square miles in size, but we're seeing pockets of residential development like we've not seen before. Just our location to Oklahoma City. We got to get ahead of it, not be reactive, but proactive, in how we manage that."

Schoening said that getting ahead of it means continuing to strengthen basic systems like sewer capacity, planning for public safety needs, and addressing long-range constraints like water.

He pointed to major sewer work completed in 2025 as an example of the type of foundational investment the city needs as development continues.

"That included the ARPA dollars that we received from the federal government," Schoening said. "We completed two projects. One was our old lagoons, it was a dredging project. We had to clean up the lagoon situation because we were full up basically, so we had to go in there and get some more capacity for some of the sewer that we have going there."

Schoening said the city also completed Lift Station No. 1 rehabilitation, work he described as necessary to reduce the risk of breakdowns.

"That was important because it was a lift station that needed to be renovated, otherwise we could have run into some problems," he said.

Schoening estimated the two sewer projects represented roughly $800,000 in combined spending and said the work was important to maintaining capacity.

Alongside those nuts-and-bolts projects, Schoening said one of the biggest long-term issues on the horizon is potable water. He said the city has begun exploring options and building relationships tied to future solutions, including work with the Grady McClain Trust to study the potential for a new potable water source.

"The city's looking at the future in terms of the water is a big issue and so we're looking at every avenue we can to see if we can address that more long term," Schoening said.

He said some of that water work is early-stage positioning, including meeting with state-level contacts and others to communicate Tuttle's needs.

"It may be a few years out, but we kind of started the process there in '25 to better manage our infrastructure," he said.

Schoening also said the city continues to see significant residential development, and he cited increased building permit activity in Deer Ridge Run, the Hollow Brook subdivision and Jaden Court.

"Our building permit numbers have gone up considerably in 2025," Schoening said.

In previous conversations about growth, Schoening has also emphasized that new rooftops create opportunity, but only if the city is intentional about encouraging commercial development in the right places. He has repeatedly pointed to the state highway corridors, including key areas around Highway 4 and Highway 37, as natural targets for future business investment that supports quality of life and strengthens local revenue.

Schoening said that balance, rooftops and businesses, is part of what he hopes Tuttle can sharpen in 2026.

"We get the rooftops coming in," he said. "We need to see the business side of things developed now to take advantage of that market, and it just hasn't yet, so we're hoping that the comp plan will sort of give an idea on, oh yeah, okay, we need to be a little bit more aggressive in this area."

Schoening said a major piece of 2026 will be public-facing work connected to the city's comprehensive plan process. He said the city started the process in 2025 by bringing in Verdunity, and he expects the plan to be completed around September or October.

"Yes, yeah, we think it'll be about September, October time frame," Schoening said.

Schoening said the next major checkpoint will be in March, when the city expects another phase of public participation, with the consultant analyzing information gathered so far and moving deeper into recommendations.

"Upcoming in March now, we're going to have sort of a phase two, public participation," he said. "All of the information that they've gathered to this point, they're going to analyze all that. They're going to then start really getting into the nitty gritty."

Schoening said the process matters because it can increase public understanding and involvement, and it can even produce new leaders who become more engaged in boards, commissions, and local decision-making.

"It's involving those that want to be involved, they get more knowledgeable, they get more interested, they get more engaged in that process," he said. "In my experience, you have people that take on leadership roles in the community that hadn't before."

City officials have held recent comprehensive plan-related meetings as the process continues, and additional public sessions are expected to be announced soon in the Tuttle Times.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
February 6, 2026

Tuttle's Approach to Winter Weather

City Manager explains winter response, resource priorities

By Jayson Knight
editor@tuttletimes.com

When a winter storm rolls through Oklahoma, it rarely takes long for frustration to follow. Roads become slick, subdivisions turn difficult to navigate, and residents begin asking why city crews are not clearing streets the way they might in northern states.

According to Tuttle City Manager Dana Schoening, the answer comes down to geography, frequency, and responsible use of limited resources.

Tuttle spans roughly 30 square miles, with subdivisions spread all across the city limits. While state highways are maintained by ODOT and typically cleared quickly, Schoening said the real challenge lies in section line roads and outlying neighborhood streets.

"Our subdivisions are spread out pretty

See WINTER, Page 10A



City of Tuttle public works crews stand in front of trucks equipped with removable plow attachments used during last week's winter weather. Unlike dedicated snow plows common in northern states, the attachments are mounted to existing city vehicles and removed once conditions improve.
PHOTO PROVIDED

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

City

Continued from page 1A

well," Schoening said. "We've got about 30 square miles to cover as a municipality, so there is quite a bit of area. The section line roads are really the problem areas."

This winter storm, he noted, was not typical.

"We don't get a snow event like this every year," Schoening said. "This one was unusual. We had quite a bit of snow in a short period of time, and then it got cold, so it stuck around. Quite honestly, as an Oklahoma community, we're not alone in this," he said. "A lot of cities don't have the vehicles, the plows, or the equipment like northern states do, because they deal with snow all the time."

In states where winter lasts several months, cities maintain fleets of snow plows and specialized equipment that are used consistently throughout the season. In Oklahoma, a storm like that is an atmospheric anomaly. Schoening said those plows would sit idle most years.



"We rely a lot on the sun to melt things off, and then we focus on salting and sanding intersections, because those are the most critical areas," Schoening said.

During the recent storm, public works crews worked extended hours to monitor trouble spots and respond where conditions were most dangerous.

"It was really more about manpower," he said. "Our public works crews were working almost 24/7 during that event."

That effort comes with costs.

"We used a lot of sand and salt, and now we have to replenish that," Schoening said. "There's also wear and tear on vehicles that aren't designed to operate in snow and ice. You can't measure that immediately, but it does increase maintenance costs on equipment and even on ambulances."

Schoening emphasized that these decisions are tied directly to how the city allocates its limited funding year-round. Most of what the city spends its money on is infrastructure that is unfortunately out of sight, and therefore, they can sometimes go unappreciated.

"We put our resources into things we deal with every day," he said. "Water lines, sewer lines, natural gas, utilities that have to be maintained and upgraded continually."

Beyond infrastructure, public safety remains a primary focus.

"If it's not public works, it's public safety," Schoening said. "Police, fire, and EMS are where a lot of the resources go."

Schoening, who grew up in Wisconsin, understands why some residents expect a more aggressive snow response.

"I grew up where winter lasts five months," he said. "When I first moved to Oklahoma and saw a winter storm, I was surprised there weren't snow plows. Then I realized we don't need them that often."

Over time, he said, experience tends to recalibrate expectations.

"I learned pretty quickly that sometimes you're better off staying home for a bit and letting things clear, rather than trying to get out," he said.

Schoening said better communication during weather events may help residents navigate conditions more safely.

"Not every road is in bad shape," he said. "Some roads are actually in pretty good shape, and people may have alternative routes that are safer. That may be something we need to do better, letting people know which roads are clearer during an event."

He also encouraged residents to plan ahead when winter weather is forecast, echoing guidance often shared by Emergency Management Director Mike Fay.

"People need to plan a little better around snow events," Schoening said. "Go to the store ahead of time, because you might be hunkered down for a day or two."

As with many aspects of local government, Schoening said public response varies.

"Some people will take the time to understand why we do things the way we do, and some won't," he said. "That's just part of being in local government."

The City of Tuttle will hold its next city meeting Monday, February 9 at 7 p.m.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
January 15, 2026

Tuttle completes key sewer projects in 2025

By Jayson Knight
editor@tuttletimes.com

Tuttle City Manager Dana Schoening said 2025 was a year defined by core infrastructure work, with the city completing two federally funded sewer projects, advancing design and funding plans for Fire Station 2 improvements, and beginning longer-term conversations about water as growth continues.

Schoening said two American Rescue Plan Act, or ARPA, projects were completed in 2025 that directly supported the city's wastewater system.

"That included the ARPA dollars that we received from the federal government, we had completed two projects," Schoening said. "One was our old lagoons, it was a dredging project. We had to clean up the lagoon situation because we were full up basically, so we had to go in there and get some more capacity for some of the sewer that we have going there."

Schoening said the city also completed Lift Station No. 1 rehabilitation, which he described as a needed upgrade to avoid future breakdowns.

"That was important because it was a lift station that needed to be renovated, otherwise we could have run into some problems or had it broke down," he said.

Combined, Schoening estimated the two projects represented roughly $800,000 in spending.

In addition to completed sewer work, Schoening said the city moved forward in 2025 with planning and design for the Fire Station 2 redevelopment project. While construction is expected in 2026, he said the planning, budgeting, and funding strategy were developed last year.

"We moved to at least plan, and come up with a design for the Fire Department Station 2 redevelopment project," Schoening said. "That is funded in partnership really between the 522 EMS board, and we applied for a REAP grant with the Association of Central Oklahoma Governments, and that money will be applied to some work at the Fire Station No. 2."

Schoening also said the city spent time in 2025 laying groundwork for long-term water planning, including early steps toward studying the potential for a new potable water source.

"We're working with the Grady McClain trust for studying potential

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for a new potable water source," he said. "We met with some folks at the state level and others to kind of pitch our needs, basically."

Schoening said residential development continued to rise during 2025, and he cited increased building permits in Deer Ridge Run, the Hollowbrook subdivision, and Jaden Court.

Schoening said the city also initiated a comprehensive planning process in 2025, with more public-facing work expected in 2026.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
January 1, 2026

What Tuttle's Business Community Wants the Future To Look Like

By Jayson Knight
editor@tuttletimes.com

As Tuttle's comprehensive plan moves toward its February analysis phase, city consultants say one area of public input stood out for its clarity: what residents, especially local business owners, want the city's economic future to look like. While earlier meetings focused broadly on land use, housing, and infrastructure, the business-focused comment board revealed a concentrated set of priorities from people who help power Tuttle's daily economy.

Verdunity consultant Maddie Capshaw said the feedback offers city leaders meaningful insight into what the local business community values most.

"A comprehensive plan is not just about land use; it is about understanding the economic landscape and how people want their city to function," Capshaw said. "Hearing directly from the community helps us see what they feel is missing and what they believe is important for the long-term health of the city."

Among the most common themes was a desire for low taxes and light regulation, with one resident writing, "keep taxes and regulation low/minimal." Others emphasized walkable, visually appealing commercial areas, including a request to "develop attractive storefronts."

Comments also reflected a push for strengthening downtown, with one note reading, "Get a grocery or restaurant in downtown." Another urged the city to "recruit businesses we actually need." Some residents asked for more diverse job opportunities, including small-scale manufacturing or local services that match the city's workforce.

City Manager Dana Schoening said this type of feedback is foundational as the consultants begin evaluating what kinds of business development Tuttle can reasonably support—and where.

"They are looking at our sewer, water, natural gas, fiber and electric infrastructure and how current zoning and land use fit into that picture," Schoening said. "It helps determine where development makes sense and where it does not. The idea is to understand what the highest and best use of different properties might be based on the infrastructure already in place."

Capshaw said comments like the call for a larger grocery store, or a revitalized





Tuttle City Clerk Wendy Marble participates in a community comprehensive plan and land use map meeting Tuesday, Dec. 2 at Tuttle City Hall.
Below, Maddie Capshaw, with Verdunity, hears input from local business owners during a comprehensive plan meeting Wednesday, Dec. 3. PHOTO BY JAYSON KNIGHT

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PLAN

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downtown, become part of the data that guides the next phase of planning.

"When people tell us directly what they want, it shows where the community sees opportunity," she said. "It doesn't mean every idea happens immediately, but it helps shape long-term direction."

Schoening agreed, noting that business development is inseparable from infrastructure planning. Areas with ready access to utilities may be strong candidates for commercial growth, while rural areas without sewer and water access may remain better suited for low-density, residential use.

"If we have sewer, water, natural gas, fiber and electric service ready on a property, that land could develop fairly quickly," Schoening said. "But if you have an area three miles out where none of that exists, that may be a better fit for larger lots and more rural development. This gives us a much clearer picture of how to use limited resources smartly."

As the city and consultants prepare for the next public meeting in February, both emphasized that residents will continue shaping the plan's economic direction.

"Input like this is exactly why we do these meetings," Capshaw said. "People are telling us what they love, what they fear, and what they hope for. Our job is to help the city turn that into a usable roadmap."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
December 25, 2025

Comp Plan enters critical analysis phase

By Jayson Knight
editor@tuttletimes.com

Tuttle's comprehensive plan effort continues to take shape as consultants and city officials work through the early stages of a year-long process designed to guide development, land use, and long-term infrastructure decisions. With substantial public input already gathered—and more expected when the process continues in February, the work ahead is revealing far more detail than can be captured in a single meeting summary.

Verdunity consultant Maddie Capshaw said the first round of meetings offered a valuable baseline for the analysis now underway.

"I think it was a really good start," Capshaw said. "Usually with that first one we do not see as much participation as we do in future events, but it is a good opportunity to get people talking and get people involved. I am really hopeful the next one will have double or triple the amount of people."

Residents participated across several topic boards, leaving comments on land use, infrastructure, housing, parks, mobility and economic development. Capshaw said the structure is intentional, helping people share ideas before anyone begins debating solutions.

"We like to start with feedback and use that to create the map," she said. "Very rarely do we start engagement with maps saying what we think should be done."

The next step is what Verdunity calls the Explore phase. That work includes reviewing survey responses, analyzing demographic and fiscal trends, studying infrastructure capacity, and comparing city-provided data with county and state information. The goal is to understand what Tuttle can support today, and what various growth scenarios would require.

City Manager Dana Schoening said that work is critical.

"They are looking at our utility rates, where our sewer, water, natural gas and fiber infrastructure is, and how current zoning and land use fit into that picture," Schoening said. "It helps determine where development makes sense and where it does not. The idea is to understand what the highest and best use of different properties might be based on the infrastructure already in place."

Schoening said parcel-level analysis will help the city distinguish between areas that can support quicker development and areas more appropriate for lower-density growth.

"If we have sewer, water, natural gas, fiber, and electric service ready on a property, that land could develop fairly quickly," he said. "But if you have an area three miles out where none of that exists, that may be a better fit for larger lots and more rural development. This gives us a much clearer picture of how to use limited resources smartly."

Both Schoening and Capshaw emphasized that the comprehensive plan does not stop growth, nor is it intended to. Instead, it provides a framework for shaping where and

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how growth happens.

"Development is coming," Schoening said. "We need to get ahead of it and understand the impact. It is hard to stop development, but we can have a say in what type of development we like and what we are willing to live with."

Capshaw echoed that point, saying a comprehensive plan protects community character even as new development emerges.

"It gives the city a lever for choosing where growth needs to happen or where it cannot happen, all while protecting the areas people care about," she said.

One of the most important elements, Schoening said, is avoiding costly mistakes. Infrastructure extensions, particularly water and sewer, represent major long-term commitments.

"Every infrastructure project is a huge investment, and it would be easy to squander if we do not plan carefully," he said. "This is why we want the best information at our fingertips before we recommend where development should go or whether a project makes financial sense."

Public input will remain central throughout the remaining phases. After Explore, the team will move into the Organize phase, where draft land-use concepts begin taking shape. Later phases will focus on priorities and a final adoption process.

"Every step in this process we are going to be asking the public for something," Capshaw said. "This is really about creating something that will represent Tuttle and where Tuttle wants to go."

Schoening said the long-term goal is a community that grows without losing the qualities that brought people here in the first place.

"We can keep the rural character and small-town feel people value," he said. "But we also have to work on the things that support that: water, infrastructure, police, fire, parks. There has to be a balance."

More information will be released as February's engagement date is finalized.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
September 4, 2025

Bridge replacements & gas line progress

By Jayson Knight
editor@tuttletimes.com

INFRASTRUCTURE FOCUS

Tuttle leaders received a wide-ranging update on the city's infrastructure during the August 12 City Council meeting, with major projects advancing from roadways to utilities.

City Manager Dana Schoening reported that crews have nearly completed the southern portion of the Highway 76 gas line relocation project, extending from the city's gate southward. That section has been upgraded with four-inch pipe to accommodate current demand. Work is now shifting to the northern portion, where a new eight-inch line is being installed. Schoening estimated the project could wrap up within the next two months.

Meanwhile, the Oklahoma Department of Transportation has identified two bridges inside Tuttle's city limits for replacement under the County Improvements for Roads and Bridges program, using unspent coronavirus relief funds. Both bridges were flagged as high priority, and the replacements would require no matching funds from the city.

One of the targeted bridges is located east of Gregory Road, while the other is a timber structure on Silver City Road just east of Richland. Schoening said ODOT has signaled both bridges are "very highly likely" to be replaced, and the city could see construction start once federal funds are released.

The update also touched on delays to the city's planned columbarium installation at Fairview Cemetery. The granite pieces, cut overseas, were damaged in transit when one broke during shipment. A replacement piece has been recut and is expected to arrive late this month or early next month.

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Taken together, the updates reflect the scale of ongoing work around Tuttle. From replacing decades-old bridges to reinforcing natural gas supply lines, the city continues to focus on infrastructure projects designed to serve its growing population.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
August 28, 2025

Tuttle's soccer park lighting talks progress

By Jayson Knight
editor@tuttletimes.com

Council negotiates with PSO for help lighting Hartin-Hambleton

What began as a brief discussion in July about a utility easement has turned into a serious conversation about lighting Tuttle's soccer park. At the August 11 meeting, City Manager Dana Schoening reported that the city is now in active talks with Public Service Company of Oklahoma (PSO) to bring power infrastructure directly to the fields.

At the July 14 meeting, the City Council tabled a proposal from PSO to pay the city $9,760 for an overhead power line easement near the soccer complex on Cemetery Road. Instead of simply accepting the check, Ward 2 Councilmember Larry Watson suggested a broader conversation: "How would y'all like maybe a counteroffer to be have them install lights?"

Councilmember Sarah Hites backed the idea, as did Schoening, who pointed out that PSO had already contributed significantly by installing the existing electric infrastructure at the park at no charge. But the direction was clear: rather than take a one-time payout, councilmembers wanted to explore how PSO could help meet the city's long-term needs.

Less than a month later, August 11, Schoening

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Ward 2 Councilmember Larry Watson and Ward 1 Councilmember Austin Hughes listen to a presentation from a city employee Monday, August 11. PHOTO BY JAYSON KNIGHT

Council

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stood before the council with updates. He had already met with PSO engineers on-site at the soccer complex to walk through options. The result: a preliminary plan that would place 16 utility poles around the fields to provide adequate coverage for future sports lighting.

"Here's where they would like to be, and in my opinion, the park exceeds the price that they were offering, but it's not lit up yet," Schoening explained. "We looked at putting power poles around each field, and I think that would give it adequate lighting once we had lights installed."

While PSO's contribution would not include the actual sports lights, the company appeared willing to cover poles and power lines, removing the most expensive upfront hurdle. Once in place, the city could later budget for the light fixtures and wiring, completing the project in stages.

One unresolved question is whether the new infrastructure will be overhead or underground. Schoening told councilmembers that while PSO is evaluating both options, he strongly prefers underground.

"I think at a minimum, they would do the poles, and I think they would probably do the power lines as well," he said. "I'm just not sure whether it would be overhead or underground. I prefer underground."

Underground installation carries higher costs but would preserve aesthetics and reduce exposure to weather. Councilmembers expressed interest in seeing PSO's final recommendation, but no decision was made at the August meeting.

Hartin-Hambleton Park, where the soccer fields are located, broke ground in 2015, and has been a high-demand space in Tuttle since it was finished shortly after. Youth leagues, school programs, and community tournaments fill the complex each season, but without lights, play is restricted to daylight hours. Parents and coaches have asked for years about lighting, which would allow evening practices, longer tournaments, and expanded opportunities for young athletes.

Adding lights would also carry an economic ripple. Nighttime events could potentially draw teams and families from outside Tuttle, supporting local restaurants, shops, and hotels. For a city facing steady growth, the ability to host more regional events could be both a community benefit and a financial boost.

"This would be a pretty significant step toward getting some lighting out there," Schoening told the council. "At some point, maybe next year, we could budget for sports lighting on those poles. We would have to put the lights on and then have an electrician wire that up for us."

No formal action was taken at the August 12 meeting, but Schoening said PSO's interest appeared genuine and that he would bring a more concrete proposal back to the council once the utility finishes its review. If finalized, the agreement would represent a direct result of the council's July decision to negotiate rather than accept PSO's initial cash offer.

The deal could also serve as a template for how Tuttle approaches future infrastructure partnerships. Watson's suggestion to seek "what the city actually needs" rather than short-term payments reflects a broader approach to growth management, one where outside partnerships are leveraged to maximize long-term community benefit.

For now, councilmembers seemed encouraged by the progress. What was once a $9,760 easement check could instead become the foundation for a long-awaited improvement at one of Tuttle's busiest public facilities.

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Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
June 5, 2025

Growth on the Horizon

City of Tuttle laying groundwork for development

By Jayson Knight
editor@tuttletimes.com

While Tuttle's sales tax numbers have remained steady, city leaders are optimistic about the future, pointing to housing growth and infrastructure investments.

City Manager Dana Schoening explained, "We're in a bit of a transition, but that's not a bad thing. We know where we want to go, and we're already seeing the groundwork being laid, especially with all the new homes going up in Hollowbrook."

Schoening highlighted the visible growth in Hollowbrook, stating, "Ross Coleman and LGI homes are everywhere, there's real, visible growth." He noted that as these homes fill, businesses will follow.

He also emphasized Tuttle's favorable conditions for business, saying, "Businesses look for three things: Is the town growing? Is there disposable income? And is there a good location? We check all those boxes."

Municipality	Tax Rate	May 2025	Tax Rate	May 2024
BLANCHARD (GRADY)	0.05	$66,813.01	0.05	$50,270.27
BLANCHARD (MCCLAIN)	0.05	$490,882.19	0.05	$381,571.74
DIBBLE	0.05	$54,713.50	0.05	$41,709.30
MINCO	0.04	$86,082.56	0.04	$88,905.09
MUSTANG	0.04	$1,388,533.26	0.04	$1,355,139.27
OKC (CANADIAN)	0.04125	$3,236,745.57	0.04125	$3,104,262.33
TUTTLE	0.045	$301,842.91	0.045	$331,536.95
UNION CITY	0.04	$99,691.35	0.04	$85,108.34
YUKON	0.04	$2,394,457.18	0.04	$2,380,050.36

With an eye on supporting local businesses, Schoening pointed to events like the upcoming fireworks celebration in partnership with Coal Creek Winery, saying, "Events like the fireworks night are huge... they bring people together and support the local economy."

Schoening wrapped up with confidence, saying, "We're going to keep investing in our infrastructure, supporting new development, and encouraging businesses to take a chance on Tuttle. The groundwork is there, and we're excited for what's next."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

https://www.newcastlepacer.com/article/2825,the-men-who-acted-as-servers-during-this-year-s-multi-chamber-women-in-business-luncheon-were
03/27/2025

The men who acted as servers during this year's Multi-Chamber Women in Business luncheon



The men who acted as servers during this year's Multi-Chamber Women in Business luncheon were: Steve Carson of Senator James Lankford's office, Corbin Paxton of Sooner State Bank, David Foster of Pioneer, Tuttle City Manager ***Dana Schoening****, and Tony Pound of Sooner State Bank.*

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
February 20, 2025

City narrows down candidates for economic development firm

By Jayson Knight
editor@tuttletimes.com

It was announced at the end of 2024 by Tuttle Mayor Aaron McLeroy and City Manager Dana Schoening that the 2025 City of Tuttle budget would be investing in two efforts with a great deal of long term potential: economic development and a comprehensive plan.

Schoening said Monday that the City of Tuttle is close to having someone hired for both roles.

The Tuttle City Council could determine which firm to hire to help with economic development by the council's next meeting, Monday, March 10. The city council meets the second Monday of each month at 7 p.m.

"For economic development, I am planning on having that for the council to consider at their March 10 meeting," the city manager said. "I've gone through, and I've written all the background on the firms we were considering. They will be getting that."

Schoening said he will wait until that meeting to name the company he's leaning towards, with contracts and the council's discretion still a factor.

"It's a good company that does work in Oklahoma and Texas, small communities," he said. "They've had success in bringing retail to those communities, where it's especially hard to do. They work really hard with their network of businesses that cater more towards the size of community that we are. We're a growing community, we have 30 square miles, we have various locations for business development, so I think we'll get that started. Hopefully, the council will say yes on the 10th. That's the economic development piece."



City of Tuttle Mayor Aaron McLeroy, Ward 2 Councilman Larry Watson, and Ward 1 Councilman Austin Hughes, from left, listen to a department report from Chief of Police Don Cluck at a city council meeting in October 2024. PHOTO BY JAYSON KNIGHT

Schoening is also working on the standards the city will put forth for whichever company is chosen to help Tuttle put together the comprehensive plan.

Like most city business, the item will first be heard by the Tuttle Planning Commission, which meets the first Monday of every month at 5:30 p.m.

"At their March 3rd meeting," Schoening said of the planning commission, "we will have an agenda item that presents what I'm going to recommend for a scope of work, what we would like for a company to do and the product that we would like for them to

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CITY

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development is going to be as critical here because it's revenue, and quality of life," Schoening said. "We need to see more of that, in the right locations, and that would be really along our state highways."

He said the city has continued to see new rooftops coming into the market, and that the next step is attracting the commercial activity that typically follows sustained residential expansion.

"We get the rooftops coming in," Schoening said. "We need to see the business side of things develop now to take advantage of that market."

A second major priority Schoening emphasized for 2026 and beyond is water, which he described as a foundational issue that touches every other part of growth.

"That's a big one, because that's going to, we need that for anything, for everything," he said.

Schoening said the city has been working with the GMC Utility Trust Authority as part of studying options for a future potable water source, and that leaders have been meeting with state-level contacts while looking at long-range strategies.

"We're looking at every avenue we can to see if we can address that more long term," Schoening said. "It may be a few years out, but we kind of started the process."

Schoening said Tuttle's overall challenge is managing growth proactively instead of reacting after the fact, particularly as development continues in pockets across the city's footprint.

"We're at this crossroads right now," he said. "Tuttle is a fairly rural community, it's 30 square miles in size, but we're seeing pockets of residential development like we've not seen before. We got to get ahead of it, not be reactive, but proactive in how we manage that."

As part of that approach, Schoening said residents should also expect to hear more throughout 2026 about the city's comprehensive planning process, an effort he said will shape recommendations tied to infrastructure, ordinances, and future development patterns.

Schoening said the comprehensive plan is on track for a projected September or October completion window, and he expects another round of public participation as the process reaches its midpoint.

"We have upcoming in March now, we're going to have sort of a phase two, public participation," Schoening said. "All of the information that they've gathered to this point, they're going to analyze all that, and then start really getting into the nitty gritty."

Schoening said community involvement is central to the plan's value, both for the final document and for what he believes the process can generate inside the city.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
January 9, 2025

City of Tuttle putting a focus on economic growth in 2025

By Jayson Knight
editor@tuttletimes.com

Oklahoma municipalities do not receive any funds from property taxes, also known as ad valorem taxes, that landowners pay, unless the citizens approve bond issues.

Instead, the only tax money Oklahoma municipalities like the City of Tuttle are able to collect are sales and use taxes. That limits towns and cities in their efficacy for providing expected services, hiring staff, and other operations.

Because of that, the City did include in its budget for this year a fund to contract with a firm for retail recruitment, improving its community economic development, mainly its ability to recruiting businesses.

As the Tuttle community continues to grow year after year, so too will its operating costs.

With more businesses, especially retailers, the City of Tuttle would be able to generate additional revenue to provide services.

"We're getting really close," City Manager Dana Schoening said. "I've had contact now with three firms that I think could provide the services we are looking for. I'm just reviewing now what they can do for us. I'm thinking that that's going to happen really quickly, probably before February 1. We are looking at some firms that actually have done economic development or retail recruitment in Oklahoma that have been successful. That's really been kind of the approach is who's done it here, because Oklahoma is a little different than other states. We want to make sure that we're working with somebody who's been successful here. I would expect council will probably make a decision in the next month."

What exactly can a business recruitment firm do for a city like Tuttle?

Schoening explained, saying, "They will look at our community, they'll look at our demographics, and they'll match our community with who they think would locate here. Do we meet the population requirements? Do we meet the income requirements? And how spread out is our community? Is there land available? They will then work directly with potential retail establishments that they have contacts with. They will then advise them that we have a community, the City of Tuttle, that meets their criteria, and that they would have a good location here.

Schoening has worked previously as the Director of Community Development for the City of Duncan, and more recently as the Assistant City Manager of Operations for the City of Sweetwater, Texas.

Schoening said both of those municipalities' voters passed sales taxes for the sake of having an economic development program for the communities.

"When I worked with Duncan and Sweetwater, the community passed by public vote sales tax dollars to be used

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to fund an economic development organization. Those organizations did all the economic development work in those communities. They were part of the community. They were located there. That's kind of the larger communities that can do that. Smaller communities like Tuttle, we hire that out typically. There's a couple of firms out there that do this. It makes more economic sense that we would farm that out rather than bring a person in on staff. If once we get to say 20,000 and 25,000 in population, it might be a different story, because then I think you can better support a position to do that in-house. Smaller communities like us, we just tend to farm that out."

Every other state in the U.S. allocates some portion of the money collected for property taxes to its municipalities.

"Oklahoma is the only state in the country that doesn't allow that," the city manager said, "and so in Oklahoma, it's really important to tap in the best you can to your sales tax revenues, and that also provides some additional quality of life for your residents if you bring in restaurants or you bring in certain other things that generate sales tax, it's also a nice thing for your community. It's not just about the revenue, but the sales tax revenue is absolutely important, particularly here in Oklahoma."

Cities can generate ad valorem taxes, but only if voters in the communities agree to raise their own property taxes, like Tuttle voters did with their November 2019 bond that funded the construction of the current Tuttle Police Station.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

https://www.koco.com/article/oklahoma-at-t-outages-nationwide-emergency-responders/46913670
Feb 22, 2024

Nationwide AT&T outages impacted Oklahoma emergency responders
Emergency managers said the outage serves as a reminder to have a plan in place in case of long-term outages
Author: Kilee Thomas

A nationwide AT&T outage impacted people across the country, including the emergency responders in Oklahoma.

Service returned to normal for the thousands who woke up Thursday morning unable to use their phones. The city of Tuttle opened city hall to the public for those needing Wi-Fi to contact loved ones, call 911 or just stay connected. “I think that’s what we do as public servants, and it really is the public’s facilities, so it’s open to them," said Tuttle City Manager **Dana Schoening**.

But emergency managers said the outage serves as a reminder to have a plan in place in case of long-term outages. “Just like everybody else, I woke up to a cellphone that had ‘SOS’ on it, and as soon as I left to take my kids to school, it was completely useless," said Steven Christy, the deputy emergency manager of Logan County.

The Oklahoma County Sheriff's Office and other law enforcement agencies said some 911 calls were dropped, couldn't be connected or had a delay. “We found that those people who tried over and over again, sometimes it would connect," said Aaron Brilbeck, the public information officer with the Oklahoma County Sheriff's Office.

Officials said it's important to have a plan in place in case this happens in the future. “Being able to communicate with each other is a big thing. We’re communicators by nature – humans are," Christy said.

One way to prepare is to invest in radios. "There are lots of options out there like FRS, Family Radio Service. It’s completely free. They are low-powered radios, so they’re going to be short-distance, but it will work in a pinch," Christy said. “Oh, and make sure to practice it! Because if you don’t practice it, you don’t test it, you don’t have batteries charged – what happens when you lose cell towers and power?"

If Oklahomans want radios that extend a further distance, those require a license. There was no word on what caused the major AT&T outages.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Tri-City Today 2024, Special Edition
2024

Tuttle wastewater treatment facility nearly complete

"We've got some infrastructure projects this year that have been in the works for a number of years that are coming up. The wastewater treatment plant, that's just one of them.'

Dana Schoening, *City Manager for the City of Tuttle*

By Jayson Knight
editor@tuttletimes.com

The City of Tuttle's wastewater treatment plant, located at 2670 East Silver City Ridge in Tuttle, is nearing completion. The plant will allow the municipality to provide sewer services to many of the subdivisions in city limits.

"We're getting close," Tuttle City Manager Dana Schoening said Thursday, December 28. "We're about two months away from it being completed. We were hoping we would be done in January, and it looks like it's going to be early March we think, where we will actually be able to hook up to it then. We have a number of subdivisions that have been approved for platting, meaning they have gone to the planning commission and the city council with plats, subdividing the properties, and those plats will eventually be lots that can be sold. The city is committed to the developers, and some of the developers are already putting in their water lines, and their sewer lines. Those sewer lines, where the city is committed, will connect to the new wastewater treatment plant, so it will help development to tie in those lots to that new sewer, rather than going to the lagoon system. We have a lagoon system right now that is where our sewer goes, and we are near capacity there. What Tuttle has is really an outdoor lagoon system with ponds. It's pretty far away from the city, but it's ponds where wastewater flows into the pond and all of the sediment from the sludge and all that settles in. It's a natural process. They're permitted through the Oklahoma Department of Environmental Quality, and that's all we've ever really had here in Tuttle. By opening up the wastewater treatment plant, it will allow for a lot more house-building and development to occur."

The City of Tuttle, like most municipalities, is limited in its ability to grow residentially and commercially by the amount of adequate sewer services it can provide. This new facility is expected to operate at its full capacity soon, and the city could be looking

See TUTTLE, page 27

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Tuttle

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at providing more wastewater capacity shortly after 2030.

"Wastewater will continue to be an issue," Schoening said, "because we have a number of subdivisions and lots that have been approved for development, more than we can support at the wastewater treatment plant. It will be 10, 15, maybe 20 years before everything is built out, so it's going to take time to fill up our use of that wastewater treatment plant, but more lots are going to come on line, and we are probably going to have to do some upgrade there within the next seven to eight years or so. We're going to have to add more capacity there to allow for more homes to be tied in.

"If we want to see residential growth here, and there's a lot of pressure for that from a lot of developers, we have to have a wastewater treatment plant, so that's why the city has spent the $8 million. And that won't be enough to support what we're already seeing. We'll have to do something else. We are on the edge of Oklahoma City. We are a bedroom community to Oklahoma City. A lot of people live here, and work from home. A lot of people love the school district. That's the big draw here is Tuttle Public Schools. We see all these new rooftops going in and we have to say, 'No more,' or we embrace the idea that we're going to grow, and with more rooftops, we have more opportunity for our commercial growth, such as restaurants and other stores, to develop along State Highway 37 and State Highway 4.

"That's probably where we're going to see a lot of it, just like with Mustang. Most of their development is along Highway 152, and a lot of their development is on Sara Road. In 20 years, I think we're going to see Highway 37 with more subdivisions, and with commercial businesses in front of them. That tends to be the practice for these types of towns. Hopefully, ours will be a little bit cleaner, a little bit more organized, and a little bit better designed."

Tuttle's city council voted to approve its budget for Fiscal Year 2024 Monday, December 11, during its regularly scheduled meeting at Tuttle City Hall.

The city has many pivotal projects underway, some of which will be completed this year, such as the wastewater treatment facility. The Times will delve deeper into that project in next week's issue. This week, the focus is on how city officials are handling the continued downturn in the U.S. economy.

City Manager Dana Schoening said in October that inflation could lead to reduced revenue for the city, and it has.

"We've got some infrastructure projects this year that have been in the works for a number of years that are coming up," Schoening said Thursday, December 28. "The wastewater treatment plant, that's just one of them. We've got a natural gas line improvement project, sanitary sewer projects where we are extending sewer for subdivision growth, but we are limited in what we can do this year, because of the downturn in the economy, primarily because of no housing. Our revenue sources are sales tax, use tax, which are two big ones, but the permit fees for housing development are pretty big too, and that's where we are kind of missing the boat. Last year, it dropped considerably, because of the interest rates going up for new housing and the inflation. That's affected our ability to raise revenues to support what we're trying to accomplish."

In 2021, Tuttle had 137 new residential permits. In 2022, Tuttle had 104. In 2023, Tuttle had 30.

The city not only loses out on the revenue that come from the permit fees, but also the sizeable sales tax totals that come from contractors purchasing the materials to build the new homes.

Bryan Balenseifen, Community Development Manager for the City of Tuttle, said Tuesday, "The permit fees do affect things, as new utility connections are part of that, but additionally, there is hurt revenue from the lack of sales tax with those types of projects, so it's both."

This is not just a Tuttle problem. This is not because people do not want to move to Tuttle. These problems with the economy are happening all over the United States in the last few years.

"It's happening all over," Schoening said. "I was looking at a community the other day, and they were talking about their loss of revenue they had. They had to drop about $800,000 off their budget because the revenues weren't coming in. Where they probably had to make cuts was on their general fund."

Tuttle has a Street & Alley Fund that helps the city make improvements to the roadways where they can. Tuttle voters approved a half-cent sales tax just over 10 years ago that goes into that account for street repairs in the city, which is why there is so much push by the city and local organizations to shop local. When one buys from Mustang's Wal-Mart, they help fix Mustang's roads. When they buy from Tuttle businesses, they support the roadways and other community improvement projects in the City of Tuttle.

For more information about the City of Tuttle, go online to tuttleok.gov.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Tuttle Times
November 23, 2023

City council evaluates city manager

By Jayson Knight
Managing Editor

One of the items the Tuttle city council discussed at its regularly-scheduled meeting Monday, November 13 was the job being done by Tuttle City Manager Dana Schoening.

Schoening was hired in August 2022, and began serving in the role the following month.

It being just a little over a year since he started, Schoening received a performance review from the council.

Since the evaluation occurred during an executive session, what was said behind closed doors can't be shared, but Tuttle Mayor Aaron McLeroy did share Monday his personal opinion of the city manager. "The city manager annual review is no different than an employer sitting down and doing a written, formal evaluation of their employees, making sure they're doing a good job and going through and talking about things that can be improved. We talk about the things you're doing great, things you're not doing great. The city does an annual review on every single employee, evaluating their performance. Do they show up on time? Do they work all day? Do they go the extra mile? "I think he's doing a great job. I mean, we're lucky to have him. We got very, very fortunate when we hired him that he was available. He's never been a city manager before, but he's doing a good job. I'm tickled to death with him. I think he's doing a great job, but are there things he can improve on? Absolutely, but there's things all of us can improve on. There have been some learning curves, but he's taking it all in stride." Schoening said of his time as the Tuttle City Manager, "It's been a great first year. There have been a lot of learning curves coming into a new job. Being in that city manager role, I realized that we've got some really good staff here that do their jobs really well, and they're easy to count on. The staff assists me in what I'm trying to accomplish in working with the

See CITY, page 14A



Tuttle City Manager Dana Schoening recently received his first annual performance review from the City of Tuttle council.
PHOTO BY JAYSON KNIGHT

City:

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city council and the community. Some of the projects that we're working on, the wastewater treatment plant and just your basic improvements in the community, it's been a pretty darn good year. It's been fast. I love Tuttle. Tuttle is a fantastic community. It's a growing community with community planning and community development, infrastructure management, extending into new subdivisions as they come up. Managing that growth is going to probably be our number one priority for this community. That's kind of what I've learned over my first year." Currently, among many other duties, Schoening is working on the city's budget, which can be a daunting task for anyone. Working with department heads such as Tuttle Police Chief Don Cluck, City Clerk Wendy Marble, and Public Works Director Aaron Slattery, Schoening says he is working to make sure the city gets the best return on its investments. "We've got some projects that have come up this year that have been in the works for the last four or five years," the city manager said. "They just happened to be coming up this year, some things that the city has obligated itself to in previous years. There has been some push and pull. You're going to have a little bit of that. You have limited funding, and you have a lot of requests, and so you really work hard through this process. We've been working in a teamwork fashion, and everybody's been very responsive, and helping me to understand what is in the best interest for this year, budgeting wise. We just had to take a look at what the priorities were this year, and we'll do that every year, to take a look at what needs to be done, what is the biggest bang for the dollar that we're spending and that's really kind of the approach. There's been a lot of input from the staff, and the council is going to act on something that is certainly in the best interests of the community."

https://www.centraloklahomaweeklies.com/2023/10/25/city-of-tuttle-working-on-2024-budget/
October 25, 2023

City of Tuttle working on 2024 budget
By Jayson Knight

Tuttle City Manager **Dana Schoening** is currently in the process of building the city's budget for the upcoming year. Still in the middle of the process, **Schoening** will bring the budget before the council soon. The city manager weighed in on the currently disappointing economy the country is facing, and spoke about how it could affect the city's budget for next year.

"The economy is something we have to be mindful of when we're putting together that budget," **Schoening** said Friday. "It's inflation, it's up there, and so we kind of anticipated that that would be the case this year, the current year that we're in, but we know that it's going to continue into the next year. We have to keep that in mind when we are looking at the budget and deciding what we might be able to do as far as projects, or even what we think we'll receive through forecasted revenue projections."

Those revenue projections have trended downward in the last couple of years, thanks in large part to the rising cost of fuel, utilities, and just about everything else. "We're still in the middle of looking at the revenue projections," **Schoening** said. "I think that they're probably about the same, maybe a little bit under from last year. Now, that being said, I think we've got a couple new businesses that hopefully will contribute in positive ways to sales tax as we get into the next year. I think that it's probably about the same as what we looked at last year. Until we've really looked at it a little bit further, it's hard to say one way or another. I guess the answer really is that we have to be conservative moving into the next year."

The city manager agreed that anybody who's putting together a budget right now has probably got that same mindset. "I would say whether it's a public budget, or even a private home budget, all of the costs have just gone up significantly, no matter what it is, and so you get a little bit less per dollar than you did a few years back," he said. "It's just unfortunate and hopefully that'll turn around. We're hoping, of course, that it will. I wish I had a good forecast there when it would actually turn around."

Despite the abysmal economy, it will not jeopardize the City of Tuttle's ability to provide its core services, such as its fire department, police department, emergency management, and more. "As we go through this," **Schoening** said, "there's no lessening of service. We'll be able to continue to provide the public safety services at the levels that they need to be, and that would be, of course, your EMS, and certainly police, and other areas too. It's a matter of making sure that number one, what we're budgeting, we can do. Do we have the right resources, staffing, and so forth to continue those programs? When we look at what we're going to do, we have to take care, and take a look at that as well. I don't anticipate any downturn in what we have provided. I think adjustments can be made along the way, as the year progresses, but I don't anticipate that it's going to be a real significant drop. I think because we're at the point of putting that budget

together, we just want to continue what we have. That's the goal and I don't anticipate that there's going to be anything lessening at all for what we provide at this point."

As far as the major projects Tuttle citizens can expect within the next year, **Schoening** said, "We will continue with completing the wastewater treatment plant. That is projected sometime in the beginning of the year, so that'll be a continuing project. We will have to convert our water treatment system a little bit to take into account some additional water that we'll be receiving from a contract that we have with the City of Newcastle. It has allowed us to bring in an adequate amount of water for every season that we have. It's all different, based on spring, summer, fall and winter, so we have to convert our system a little bit. That'll be a little bit of a cost to do that to make sure that we change accordingly. Other than that, we'll continue doing our street overlay, and other street projects, working to seek grant dollars as a match, what might be available from ODOT for instance. We will work to make sure that we're applying so that we can supplement our budget here to continue street projects as necessary. Other than that, I think we'll continue moving ahead with the same type of projects that we've had. We don't know where the growth is going to occur, from a residential subdivision standpoint. If there are new subdivisions that are going to move forward with platting, and where they're going to put in the infrastructure, then we'll extend our natural gas system and our fiber system into those subdivisions as needed. That's important. We just don't know. The economy will probably have a say about how that development's going to go this year, but we're poised to extend our systems as we need to."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Tuttle Times
September 29, 2022

Chamber hosts state of the city luncheon



Tuttle Area Chamber of Commerce Director Leslie Walker introduces interim City Manager Larry Mitchell Wednesday, September 21. PHOTO PROVIDED

By Jayson Knight
Managing Editor

The Tuttle Area Chamber of Commerce hosted its monthly luncheon at Tuttle City Hall Wednesday, September 21, hearing guest speakers from the City of Tuttle, including Interim City Manager Larry Mitchell, new City Manager Dana Schoening, and Tuttle Mayor Aaron McLeroy.

Mitchell was hired in February following the resignation of former city manager Tim Young.

Schoening was hired in August and began earlier this month, and has an extensive, impressive history working with municipalities.

We have been lucky in the sense that we have had a great interim city manager with a lot of experience who got us through this time. We're also very lucky to have found Dana (Schoening).

Aaron McLeroy, *Tuttle Mayor*

Schoening spoke first after being introduced by Chamber Director Leslie Walker to the crowd filling the council chambers at the city hall.

"I'm really excited to be here, and excited to be able to work alongside all of you in this room," Schoening said. "I greatly appreciate the city council's decision to bring me into the City of Tuttle to work with the council and the great staff they we have here. I've gotten to meet them over the eight days I've been here so far. It's really been a great experience so far, and I expect it will be a great experience as we move forward. I'm really excited about this opportunity. I would hope that I get to meet every one you sometime soon. What you bring to the table is very, very important."

With nine days left on the job, Mitchell spoke next. Mitchell provided some statistics on the City of Tuttle from the U.S. Census Bureau.

As of the most recent Census Bureau data, Tuttle's population is 7,413 with a median household income of $89,375. Tuttle has 2,863 housing units, and its employment rate is 61.6 percent.

Sales tax collections were among the many topics Mitchell dove into. On the handout Mitchell passed out, it showed how municipalities ranked in population and in sales tax collections. Tuttle ranks 57th in population, but 80th in sales tax collections. Mitchell emphasized the importance of shopping local.

He said, "Next week in the legislature will be holding a special session to talk about several topics, one of them being sales tax on grocers. Most of you may not know this, but municipalities in

See CHAMBER, page 12A

Oklahoma are primarily funded through sales tax. Forty-nine other states in the country allow municipalities to use property taxes to operate, so sales tax in Oklahoma is greatly important to our communities."



The next speaker at the event was Tuttle Mayor Aaron McLeroy, who started out by giving credit to the interim city manager.

"We have been lucky in the sense that we have had a great interim city manager with a lot of experience who got us through this time. We're also very lucky to have found Dana. Just like with the job market, the city manager job market is not looking real good out there right now. We're very fortunate that we had eleven applicants apply for this job. There are a lot of municipalities that have been looking for a city manager for over a year and can't get one applicant, let alone 11. We are even more fortunate that Dana was one of the applicants. As soon as we saw all the resumes, he was right at the top. The most frustrating part about government is the time it takes to get things done. We started our search in January and he was just hired in September. That's how long this process takes, and we're lucky he didn't find another job in that time. He said his wife likes to go to OU games on Saturdays, and his granddaughter lives in Mustang, so i think it's a win-win for both of us. When I went to the mayors conference, after speaking to many mayors, city managers, and other municipal figures, they informed us that the good city managers have jobs right now. They're not out looking."

The mayor then moved on to talk about ongoing and upcoming city projects, including a House Bill that could help the city repair roads affected by oilfield traffic. For more on that, see next week's Tuttle Times.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

https://www.tuttleok.gov/ArchiveCenter/ViewFile/Item/202
September 2022

WELCOME NEW CITY MANAGER DANA SCHOENING

Dana L. Schoening comes to the City of Tuttle from his position as Assistant City Manager for Operations with the City of Sweetwater, TX. Dana has over 20 years of municipal government experience in various roles with communities located in Wisconsin, Oklahoma, and Texas, exhibiting skills of leadership through community planning, organizational development, and collaborative decision-making in support of local government programming initiatives in areas of planning and community development.

Dana received a Bachelor's Degree in Environmental Planning, as well as a Master's Degree in Environmental Science and Policy from the University of Wisconsin-Green Bay. With a continuation of education, Dana received a Master of Public Administration degree from Midwestern State University. Professional development has enhanced and complemented programming in planning and community development, and to assist as a leader and supporter of community building initiatives. The ultimate goal has been lending professional support in the accomplishment of important community building objectives. Dana has also received an Executive Certificate in Negotiation from the University of Notre Dame, Mendoza College of Business, Certified Planner status with the American Institute of Certified Planners (AICP), and Certified Public Manager (CPM) status with the State of Texas.

Dana exhibits special skills in designing and facilitating strategic planning processes focused on organizational development and building community capacity to address community and local government needs. identified problems. As a local government professional, Dana has significant experience in researching and recommending planning and community development related recommendations to guide community decision-making processes.

Dana has been married to Laurie for 17 years and helped raise two wonderful children, Garrett and Sarah, who had attended college in Oklahoma and out doing well and making good lives for themselves.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Sweetwater Reporter (TX)
September 6, 2022

City to honor Dana Schoening for dedication on Friday, September 9
Author: *Joseph Grant*

On Friday, the City Of Sweetwater will be honoring the professional and dedicated service of **Dana Schoening** at 2 p.m. in the Council Chambers at City Hall. **Schoening**, the City's First Director Of Planning And Development Services has accepted a City Manager position in Tuttle, OK. His last day will be September 9. **Schoening** was hired as the City's first Director of Planning and Development Services in early March of 2019 and started the position on April 1 of that year in the newly created Planning and Development Services Department.

Schoening's previous recent position was as Director of Community Development for the City of Wichita Falls. Prior to that, he served as Director of Planning and Development Services for the City of Abilene. **Dana** began his career as Director of Community Development in Duncan, OK, where he served for 15 years before coming to Texas.

Schoening possesses extensive experience in planning, neighborhood development, code enforcement, building inspections, and customer service, including overseeing a comprehensive master planning process from scratch. **Dana** is a certified planner from the American Institute for Certified Planners (AICP) and holds a Masters Degree in Public Administration from Midwestern State University, and a Bachelors Degree in Environmental Planning from the University of Wisconsin, Green Bay.

Mr. **Schoening** stated at the time his hiring in 2019: "Looking extremely forward to working in a community with committed staff and community professionals to continue building community assets, enhancing quality of life opportunities." During his tenure, many dilapidated buildings and suburban blights were torn down and as a result, the quality of life has been improved. Sweetwater is all the better for his professionalism and dedication toward making our community the

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

https://ktxs.com/news/local/old-windfarm-blades-causing-problems-in-nolan-county
August 24, 2022

Old windfarm blades causing problems in Nolan County
by Tyler Greene

SWEETWATER, Texas — The wind farms in Nolan County brought big bucks into the area, but with those turbines needing new blades after a few years, finding a place to store the old blades was becoming a challenge. However, one company approached offered a possible solution and the city of Sweetwater was all ears the company would store the old blades in two facilities and then break the fiberglass blades down and sell them to other companies.

But, according to Miesha Adames, the company brought the blades but that's all and the perspective from above shows how vast these piles are. "These piles have been sitting here since 2018 and we estimate that between this site and the other site on Highway 70, that there are 4000 turbine blades. The site on HWY 70 is a little over 10 acres and this site is a little smaller but as you can see, the piles are just continuing to grow and grow." We reached out to the company which was going to get rid of the blades but when we called, they didn't answer.

The city of Sweetwater says it sent the company several notices to live up to its end of the deal but when they didn't get anything back and with the huge number of blades on the ground they realized the pile was unsafe in the community.

Assistant City Manager for Operations for the city, **Dana Schoening** said, "In this case, with all the windmill blades it's a bleeding site. It's harboring rodents, snakes and all kinds of animals that shouldn't be out there. It's a health nuisance, it's a public safety nuisance and so we considered it to be a nuisance. What that does is that gives us the ability as a city to declare it and then we can actually have that authority by those ordinances to go on the property and clean it up so it gives us the ability to go on that property and take care of business that quite honestly this particular company has refused to take care of."

Although the city has no confirmed plans yet, they are hoping to get rid of the turbines soon.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

https://www.bigcountryhomepage.com/news/city-of-sweetwater-puts-positive-spin-on-recent-drought-begins-abatement-project-to-demolish-dilapidated-buildings/
Aug 26, 2022

City of Sweetwater puts positive spin on recent drought, begins Abatement Project to demolish dilapidated buildings
by: Karley Cross

While a lack of rainfall this year has caused some major issues to parts of the Big Country, the City of Sweetwater said it's making a positive spin on the drought. Because of the dryness, the City can begin its Abatement Project, which removes substandard structures and maintains its property.

Where is the City getting the funds for the project?
The City of Sweetwater approved an Abatement Fee for its residents in the 2021-2022 budget. Since then, residents have been paying an additional $2.00 on their monthly utility bills. That money was put towards the Abatement Project, a joint effort between the City of Sweetwater and Sweetwater Economic Development (SEED MDD). Altogether, the City and SEED MDD has been able to remove around 28 residential structures and nine commercial.

What's the process?
The City's Code Enforcement team identifies the potentially substandard structures, and calls for them to be inspected. Then, City staff will inspect and decide whether or not the structure meets qualifications for demolition. Should the building meet those qualifications, Sweetwater City Council will make the final decision. According to a press release from the City of Sweetwater, it's identified more than 200 structures considered to be substandard.

How does rainfall come into play?
"*The lack of rainfall meant less mowing and yardwork on abated properties. Assistant City Manager of Operations, **Dana Schoening**, says this saved the City of Sweetwater approximately $40,000*," the press release read. The funds that would usually be used for mowing were instead put towards the Abatement Project.

How is abatement done?
Within the next 45 days or so, the City of Sweetwater said will being the removal process of seven substandard residential structures. Three more structures are expected to be added to that list, making a total of 10 potential abatement projects. An outside company is working with the City to complete these demolition projects. The City said a demolition is typically completed within a week, weather permitting. Click here to see a map of removed structures, learn how they were funded and see the before & after photos. If you know of a Sweetwater building that may meet demolition qualifications, you can report it to the Planning and Development Services Department at (325) 236-6313.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Big Country (TX)
April 12, 2022

Sweetwater looks for future with city's first comprehensive development plan
Author: *Tyler Henderson*

The City of Sweetwater is looking to modernize the city, developing their first-ever comprehensive development plan to grow the area for residents. When you pass by the Sweetwater-labeled wind turbine wing, you arrive in a city filled with history. History surrounds every corner of the City of Sweetwater, an element city officials treasure. "It's the Sweetwater way," Assistant City Manager of Operations **Dana Schoening** said. "I think we don't want to disrupt that in any manner, but we do want to create some things in there with more modernization because that's what people are looking for."

But as the city wears down over time, Sweetwater residents are asking for a change, seeking new long term growth and amenities to keep the community vibrant. "What we're getting [from residents] is quality of life," **Schoening** said. "We need to fix our streets, expand our parks and provide more opportunities for families." Using surveys sent out by community consultation company Verdunity, the City of Sweetwater was able to hone in on key issues residents have with the city, as well as specific wants they want to see over the next 20-30 years.

According to data collected in their surveys, residents are seeking more activities in the downtown area, more affordable housing, an updated aesthetic of the city and more quality parks and recreational activities. **Schoening** said the city is already putting some of those plans into motion, such as adding the 94-home housing development on the North-Eastern corner of town. He said the ultimate goal for the city is to make Sweetwater a place for families to start work, start families and raise their families. "We want people to see Sweetwater as an investment for them, their families, their business and so forth." **Schoening** said. "Really creating an area for families to move to and to stay here and become part of this community."

With the city's new comprehensive plan, they will be chipping away at their major tasks over the next 5, 10 and 20 years, using their resources concisely, effectively and spreading it out over time. **Schoening** said the city's goal to modernize won't overtake the city's rural history, rather try to blend the two to create a new, unique vibrant community. He said the city is still gathering responses from the community with the hope they can begin finalizing the plan and developing in November of this year.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Tuttle Times
August 11, 2022

Tuttle names new city manager

By Jayson Knight
editor@tuttletimes.com

The City of Tuttle held its monthly city council meeting Monday, and voted unanimously to hire Dana Schoening as the City of Tuttle city manager. Schoening will begin his new position Monday, September 12.



Tuttle's city council is pictured with the new City of Tuttle city manager. They are, from left, Ward 4 Councilmember Scott Dickson, Ward 3 Councilmember Trey Buck, City Manager Dana Schoening, Mayor Aaron McLeroy, Ward 2 Councilmember Mary Smith, and Ward 1 Councilmember Austin Hughes. PHOTO BY AMBER RILEY

Dana Schoening has been serving as Assistant City Manager and Director of Planning and Operations for the City of Sweetwater, Texas, a community of over 10,000.

His professional employment includes being the Director of Community Development for the City of Wichita Falls, Texas; Director of Planning and Development Services with the City of Abilene, Texas and Director of Community Development for the City of Duncan, Oklahoma from 2000 to 2015.

Mr. Schoening received a Bachelor of Science in Environmental Planning from the University of Wisconsin, Green Bay, where he also earned a Master of Science in Environmental Science & Policy. He earned a Master of Public Administration degree from Midwestern State University. He is a Certified Public Manager, earning the certification from Texas Tech University, as well as a Certified Planner - American Institute of Certified Planners; and has earned certification in Code Enforcement and an Executive Certificate in Negotiation.

Ward 4 Councilmember Scott Dickson said of Schoening, "I think he brings a wealth of experience from his time in city governments of various sizes and brings a new perspective that will help Tuttle as we grow over the next few years."

Ward 2 Councilmember Mary Smith echoed that sentiment.

"It wasn't only his experience and education, which we thought was great. There was a lot of community involvement there.

See TUTTLE, page 12A

Some of the projects he accomplished were just what we're looking for, especially in the community development area. When he came in and interviewed with us, we were just impressed with his demeanor. His approach was very much focused on community involvement and a team management approach. It was part of his goal to get back to Oklahoma, and we're glad to get him back in Oklahoma, frankly."

Schoening said he's excited for the opportunity.

"Tuttle is a very nice, quaint community," Schoening said. "It's got a nice little downtown and it's got growth. I'm from Oklahoma, I like the people. I think the issues in working with a great council is really attractive for the position, and I'm really looking forward to meeting others in the community so I can get to learn really what Tuttle's about. I want to know all of the issues moving forward, so that I can assist in any which way I can in this position. I'm really excited about it."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Sweetwater Reporter (TX)
June 8, 2021

Schoening decides not to become next Willmar City Administrator
Author: *Shelby Lindrud*

The city of Willmar might be back to square one in the search for a new city administrator. According to Willmar Mayor Marv Calvin, **Dana Schoening** — the Planning and Development director of Sweetwater, Texas, and the Willmar City Council's preferred candidate for city administrator — has decided not to accept the position...

In an email response to the West Central Tribune, Calvin said the City Council was advised by Baker Tilly, who ran the national search for city administrator candidates, that **Schoening** would not be moving forward with the hiring process. No reason was given.

At the special Willmar City Council meeting on May 27, Patty Heminover from Baker Tilly had said **Schoening** and second finalist Tyler Brooks were still very interested in the position. The council voted 7 to 1 to enter into negotiations with **Schoening** at that meeting. Councilor Michael O'Brien was the lone no vote.

Schoening has worked in city planning development since 2000, holding director-level positions in cities in Oklahoma and Texas. In his career, **Schoening** has significant experience within city operations, mostly in planning and development, including working with private industry and creating strategic plans. Council members at the May 27 meeting said they liked **Schoening's** experience in city government and felt he would have been able to step right into the Willmar administrator position.

The City Council will now need to decide where it goes from here. Possible options include offering the job to the second candidate Brooks or reopening the national search. The council will meet at 6 p.m. Monday in the auditorium of the Willmar Municipal Utilities building. On the agenda is an update and discussion on a possible interim city administrator plan. Calvin said the council will also be discussing the permanent administrator search.

Brian Gramentz's last day as the Willmar city administrator was June 2. Gramentz announced in early December 2020 his intent to resign and the council in late January approved hiring Baker Tilly to run the national search. There was a push to localize the search, but the council decided to stick with Baker Tilly. Four finalists were chosen from the applicants and interviewed remotely in early May. **Schoening** and Brooks were invited to take part in an in-person interview on May 13. (Used with kind permission from The West Central Tribune.)

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Willmarradio.com (MN)
May 28, 2021

Willmar City Council choses Schoening for next city administrator
Author: *JP Cola*

The Willmar City Council Thursday chose **Dana Schoening** to be the city's next city administrator. A native of Wisconsin, **Schoening** is currently Director of Planning and Operations for The City of Sweetwater Texas, and if he agrees to a contract, will likely come to Willmar in early July. In the meantime, current administrator Brian Gramentz will stay on as an interim administrator. Earlier this month **Schoening** said he felt the city and its citizens have shown a commitment to moving the city forward with things like the Invest in Willmar projects. The council chose **Schoening** over Tyler Brooks of South Daytona Florida.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Big Country (TX)
April 27, 2021

City of Sweetwater holding $8 million bond election for improvements to streets
Author: *Miriam Chamberlain*

The City of Sweetwater is calling for a bond election in order to fund construction costs to the tune of $8 million dollars for improvements to local streets. “We can use some work.” For Sweetwater resident Alicia Green, these changes could potentially help save her car tires. “Your whole car will just bounce down most of the road. So, they’ve definitely gotten a lot worse since that storm hit,” says Green.

The citizens of Sweetwater will be voting on $8 million tax bond for construction improvements to streets in the city. “That means taking off the top layer, the asphalt layer, what we call the sub-base underneath that, that provides good compaction. For a nice smooth ride on the street,” Director of Planning and Development Services **Dana Schoening** explains. He believes that if the citizens vote yes, it will improve travel efficiency on those roads they often use the most.

Schoening says, “it’s about 7 miles worth of the 15.5 miles, and it identifies really four streets.” Hoyt Street, East 12th Street, West Alabama Ave, and County Road 141 are those 4four streets, with construction expected to last approximately 3 years. “If in fact the citizens did approve this, I think it’s another positive benefit for the community,” says **Schoening**.

If approved, the City estimates residents with homes valued at $100,000 with pay around $114 in a property tax increase, or about 11 cents per $100 valuation. Green says, “I vote every time I can so I’m going out to vote.” Early voting is now taking place at city hall and the official election will be held May 1st, between the hours of 7 a.m. and 7 p.m.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Sweetwater Reporter (TX)
March 10, 2019

City hires Dana Schoening as Planning Director
Author: *Press Release*

The City of Sweetwater has hired Mr. **Dana Schoening**, AICP, as the City's first Director of Planning and Development Services. Mr. **Schoening's** most recent position was as Director of Community Development for the City of Wichita Falls. Prior to that, he served as Director of Planning and Development Services for the City of Abilene. **Dana** began his career as Director of Community Development in Duncan, OK, where he served for 15 years before coming to Texas.

Dana has extensive experience in planning, neighborhood development, code enforcement, building inspections, and customer service, including overseeing a comprehensive master planning process from scratch.

Sweetwater City Manager David A. Vela said, "We are very pleased that Mr. **Schoening** will be joining our team as director of our newly created Planning and Development Services Department. **Dana** brings a wealth of knowledge and experience to this position, and we're thrilled that he's joining us. There's a lot of work to do, and **Dana** is up to the task. We couldn't be more excited to welcome **Dana** and his family to Sweetwater."

Dana is a certified planner from the American Institute for Certified Planners (AICP), and holds a Masters Degree in Public Administration from Midwestern State University, and a Bachelors Degree in Environmental Planning from the University of Wisconsin, Green Bay. Mr. **Schoening** stated, "Looking extremely forward to working in a community with committed staff and community professionals to continue building community assets, enhancing quality of life opportunities for all residents." Mr. **Schoening's** first day of employment is scheduled for Monday April 1st. "We are very excited. It's a good time to be in Sweetwater!" Vela said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Times Record News (TX)
October 16, 2018

Wichita Falls downtown steering committee extended, implementation begins plan
Author: *Claire Kowalick*

The charge of the Downtown Development Steering Committee is extended for another 12 months as they move forward with an action plan for the heart of Wichita Falls. City council approved Tuesday morning a resolution to continue the guidance group through Oct. 1, 2019, with meetings held quarterly.

Dana Schoening, city director of community development, said the committee was formed April 4, 2017, with the goal of a set of recommendations for city staff to follow. There are 11 current members of the committee including three city council members, two Wichita Falls Downtown Development Inc. (WFDDI) members, two Chamber of Commerce members, two 4B Sales Tax Corp. members, two downtown property owners not on the WFDDI board.

The committee worked with engineering consulting group Freese and Nichols to create a road map of what they would like to see happen in downtown. The council approved the committee's plan at their Oct. 1 meeting. **Schoening** said the committee will now serve to maintain accountability of changes to downtown.

A few subcommittees of the steering committee completed their tasks and will no longer be meeting. Others, however, will continue to meet and consider sources of funding for downtown projects. "The work just starting to begin in many of those areas," City Manager Darron Leiker said Tuesday. Mayor Stephen Santellana said he is amazed at the speed and progress the group realized in its 18-month lifespan.

City staff will now implement several recommendations from the committee over the next nine to 12 months. One of the first projects is rezoning some parts of downtown and increasing the portion known as the Central Business District. Another task will be revamping major corridors into and exiting downtown including Scott Avenue, Sixth and Seventh streets. These, **Schoening** said, serve as visitors' first introduction into the downtown area.

Dressing up these areas may include signage that lets people know they are entering downtown, streetscapes and architectural design requirements for new developments along these corridors. A long-term plan for downtown includes street and sidewalk improvements as funding becomes available. Teaming with downtown property owners, residents and businesses has been essential to the success of the downtown revitalization.

Schoening said the city will continue to work closely with these stakeholders to improve sidewalk maintenance, review building regulations and research funding possibilities. One possibility is the formation of a public improvement district (PID). This is a self-imposed tax that

a group of property owners in a certain area can choose to take on, so the city will provide extra services such as cleaning, tree trimming or maintenance of flower boxes.

Schoening said a PID is an excellent way for owners to get services they may not be able to do themselves. A PID, however, must be petitioned for by property owners – not instigated by the city. No PID has been brought forward yet, but it is a possibility for funding beautification of the area. It's an exciting time for Wichita Falls and downtown, the community development director said. "Downtown was our number one strategic goal, and it is a worthy goal. Downtown provides a quality of life attribution (for residents)," he said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Times Record News (TX)
June 5, 2018

Wichita Falls steering committee said task of revamping downtown unchanged by bond defeat
Author: *Claire Kowalick*

The Wichita Falls Downtown Steering Committee met Monday for the first time since failure of a bond election in May. The committee had last met February 5, before the consideration of a seven bond measures, including one for street improvements downtown. Only one of the bond measures passed after the May election – a $17-million proposition for street improvements in other parts of the city.

Mayor Stephen Santellana, who heads this committee, said the subcommittees will convene as they had previously. The group has the same task at hand, he said, of revitalizing the downtown area – they will just have to find alternative ways of paying for it. Community Development Director **Dana Schoening** said Freese & Nichols consulting group will continue to help the subcommittees implement the Vision 20/20 plan. He presented a downtown zoning diagnostic report from F&N outlining 14 issues and possible resolutions for downtown.

Downtown Zoning diagnostic report issues and resolutions
From their study, F&N identified 14 points for the committee to address.

1. Rearranging zoning districts in downtown to provide more uniform use for the central business district.
2. Update "look" of central business district to reflect vision of downtown (ex. Create list of allowed uses, create facade/design standards, create parking regulations and beautification of parking lots.).
3. Develop an overlay district for all of the downtown area.
4. Revise regulations for the River Development District (allow housing, apartments or reserve area for recreational purposes only).
5. Resolve parking issues – begin a downtown parking study; create a time limit for on-street parking; provide adequate parking for increased activity and residential use.
6. Adopting the International Property Maintenance Code.
7. Create a city ordinance requiring bicycle parking for developments in downtown.
8. Amend current outdoor dining ordinance to reflect streetscape recommendations. This item considers amending two portions of the outdoor dining ordinance, Section 46-253 – outlining requirements for a five-foot clearance from the curb to the face of the outdoor seating enclosure – and Section 46-254 – discussing the required fencing materials for outdoor dining.
9. As the city recently did for the subdivision construction process, **Schoening** said the study suggests an easy-to-follow schedule for development downtown.
10. Educate the public about the development process, including requirements of a pre-development meeting with possible new business or property owners.
11. Direct the efforts of the city's code enforcement division to focus on downtown.

12. Promote incentive programs for downtown developers.
13. Capitalize on downtown improvement grants.
14. Create a development coordinator position in the city. This person would help potential developers navigate through the city process.

From this study, the committee will decide which issues to focus on first and which are affordable since bond funding for downtown did not pass. As far as the amending of outdoor dining ordinance, **Schoening** said they could consider amending this to measure the from the building to edge of the seating, for example, to allow for variances such as trees, steps, trashcans or signage. In some cases, **Schoening** said, an actual fence may not be necessary.

From the F&S study, "…if there are only a few tables and chairs, a fence may not be needed. Additionally, fluidity between the pedestrian area and seating area is a method to activate the street." Regarding the report's suggestion on a downtown-focused city code enforcement, Rita Miller, code enforcement and housing administrator, said there are only seven code enforcement officers in the city, so an officer designated solely for downtown is not possible.

However, Miller said, they have rearranged a code enforcement zone for an officer to have a smaller district, focusing efforts on the downtown area. Creating a position at the city to help potential developers through the city process could also benefit downtown as well. **Schoening** said a dedicated person or department to guide a business owner from what they envision through to the end product could be a valuable step in getting more people interested in investing in downtown.

Focus on 'low-hanging fruit'
Santellana said what the city can do now, post-bond, is focus first on the "low-hanging fruit" such as basic street and sidewalk maintenance. For the next several months, staff will be going through the budget process for the whole city. Santellana said there is already some city funds that go toward downtown, but they must see what is available in the budget if they are going to do any additional projects.

Foremost when considering the city budget is their strategic plan, and downtown development is a part of that plan. Even without the bond, he said, the momentum of downtown development will continue. "If I go out and tell the downtown ball to quit running, it would roll me over. We are going to keep going – we just have to find other avenues to fund it," Santellana said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

[CB&A Note: Only the information pertaining to Mr. Schoening was included.]

Times Record News (TX)
September 28, 2017

City adds two in executive-level positions
Author: *Claire Kowalick*

The city of Wichita Falls announced Thursday their selections for two spots in their executive-level staff.

Another new addition, **Dana Schoening** was hired as the city's director of Community Development. He will be responsible for day-to-day workings of the department, which includes Building Inspection, Code Enforcement, Section 8 Housing, Neighborhood Resources, Property Management/Lake Lots, and Planning and Zoning.

Schoening is moving from Abilene where he was their director of Planning and Development Services for two years. He also worked for the city of Duncan, Oklahoma, for 15 years and was the Department Head/Community Resource Development Agent for the University of Wisconsin for five years.

Schoening has a Master's of Science degree in Environmental Science and Bachelors of Science in Environmental Planning, both from the University of Wisconsin. He also earned a master's degree in Public Administration from Midwestern State University. He is a certified planner through the American Institute of Certified Planners.

"As a community development professional, I am a committed advocate for communities that build on quality of life opportunities for residents and visitors alike," **Schoening** said, "I welcome the opportunity to join the Wichita Falls team to provide assistance in those efforts designed to expand community growth opportunities, increase civic involvement, and provide excellence in public service." **Schoening** will begin with the city October 9.

Hiring these two individuals, along with other re-organizations, will help the city realize some of their strategic goals and objectives, said Wichita Falls City Manager Darron Leiker. In the City Manager's Office, Deputy City Manager Jim Dockery will assume oversight of the Parks and Recreation Department. Before the addition of **Schoening**, Dockery was responsible for day-to-day oversight of the Community Development Department.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Abilene Reporter News
March 23, 2017

Council updates junk vehicles ordinance
Brian Bethel

The Abilene City Council voted Thursday morning to bring its ordinance regarding junk vehicles into line with state standards.

The council approved the changes by a 5-2 vote. Councilmen Steve Savage and Bruce Kreitler voted against the ordinance changes, which include a provision from Texas law that a junked vehicle may not be made operable again after code enforcement officers have removed the vehicle and provided notice to the state.

“At that point, all of the administrative reviews and appeals have been exhausted, and it’s really a mandatory provision with state law — that has to occur,” said **Dana Schoening**, director of planning and development services for the city. “I think the intent there is if you go through all of that process, there’s been every opportunity for that owner to bring that up to an operable … condition.”

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Abilene Reporter News (TX)
August 22, 2017

Abilene City Council talks need for sidewalks
Author: *Brook Crum*

The Abilene City Council agreed Tuesday night at its workshop meeting that sidewalks should be required with new developments. The council took up the item to give city staff clear direction on whether council members want to require sidewalks with development proposals. This could lead to a change in the city's Land Development Code, which currently allows for waivers or deferrals of building sidewalks in conjunction with new developments.

Dana Schoening, planning director, said the city needed to streamline the process for sidewalk requirements because right now staff has to decide whether to allow for waivers or deferrals on an individual basis. Since June 2010, the city approved 36 waiver requests and 30 deferral requests, which usually last five years, **Schoening** said. Five of the 30 deferrals issued since 2010 have been built, he said.

Staff typically gave out deferrals based on the likelihood of future development in the area, **Schoening** said. But deferrals are difficult to enforce when the time comes for the developer to build the sidewalk, he said, because the agreements "lack teeth." Deferral requests continue to increase each year, **Schoening** said.

Councilman Kyle McAlister said he believes the waiver request process has worked but the city needs to improve its deferral request process so the agreements are enforceable. All six council members and Mayor Anthony Williams saw a need for sidewalks to be built with new developments. Councilman Steve Savage said sidewalks should be considered a part of basic infrastructure. "I think we do need more sidewalks, but a lot of that ought to fall on the city," he said, adding the city could put in sidewalks as it rehabilitates and constructs roads.

Councilman Bruce Kreitler said he would like to see sidewalks at creek crossings to protect pedestrians' safety. Six people spoke in favor of requiring sidewalks during the public hearing Tuesday. Two people spoke against requiring sidewalks. Deborah Turner, a blind woman who said she has lived in Abilene for 19 years, urged the council to require sidewalks, especially along busy streets. She said South Pioneer Drive, South First and Seventh streets, and Ridgemont Drive were just a few examples of streets that needed sidewalks.

Mary Kindrick said she does not get out and go walking because there are no sidewalks where she lives. "Every time there's a deferral, there's a sidewalk that's not been connected. We need those sidewalks," she said. "We need connectivity." Mike Vandervoort, with the local chapter of the National Federation of the Blind, said the city needed sidewalks not just for safety and health reasons but for community, as well. "I want to remove the barriers around the city," he said.

https://www.reporternews.com/story/news/local/2017/01/19/abilenes-tirz-market-itself-online/96795104/
January 19, 2017

Abilene's TIRZ to market itself online
Author: Brooke Crum

The Abilene Tax Increment Reinvestment Zone board decided Thursday to start marketing the region on the city's website to attract developers.

The board anticipates having a webpage on the city's website — AbileneTX.com — within 30 days with potential links to other economic and business development organizations, said **Dana Schoening**, the city's planning and development services director.

A TIRZ is a zone created by the City Council to attract new investment to an area by helping finance the cost of redevelopment and encouraging progress in underdeveloped regions, according to state law. Tax revenue from improvements is set aside in a fund to pay for public enhancements within the zone.

This TIRZ centers on Pine Street, encompassing downtown Abilene and traveling down Ambler Avenue to Interstate 20. Currently, the TIRZ fund has about $342,000 in it.

The TIRZ website would provide information for developers interested in the zone, including the location of the zone, what a TIRZ is, how to get more information on the TIRZ and what funds may be used for in a project. There currently are no TIRZ projects on the books.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Big Country (TX)
January 4, 2017

Abilene Planning & Zoning gets ready for a busy 2017
Author: *Kathleen Barkley*

Like many of us, Abilene city officials are hoping to start the New Year off on a positive note. That includes the Planning & Zoning Department. They had a busy year last year, and anticipate another busy year in 2017. "This year we had 47 zoning applications," Director of Planning & Zoning, **Dana Schoening** said. "Which was almost double than the year before, so we're looking at those applications."

Schoening said that there are certain applications that come across his desk more than others. "We're getting a lot of rezoning applications for subdivision development as well as commercial developments," **Schoening** explained. The other popular application filed in 2016 was "larger plats for residential developments." **Schoening** said the trend is "more for what we call medium density residential." He explained that this allows for single family and developments on the same lot, as well as patio homes. This is a trend he expects to continue in 2017. "We've had a little more of those over the past year," he said. "We expect those to be forthcoming in the year of 2017."

Since 2016 was a busy year for Planning & Zoning, what does 2017 hold? "As it would relate to applications for development," he said. "We would expect the same, if not more applications this year." One goal that staff has for 2017 is to make the application process easier for those that complete rezoning requests. He also said that they are fully staffed for 2017.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Abilene Reporter News (TX)
July 9, 2016

Building permits down for first six months of 2016
Author: *Dan Carpenter*

Construction activity across the city remained brisk through the first half of the year. While the number of building permits issued dropped slightly, there still were nearly $100 million in permits issued between Jan. 1 and June 30. According to information from the city of Abilene Building Inspection Division, from Jan. 1 to June 30, 620 permits were issued with value of $97.2 million. For the same period last year, 668 permits were issued with a value of $108.4 million. The number of permits over the first six months is down 7 percent while the valuation is down 10 percent.

Dana Schoening, director of planning and development services for the city, said he isn't overly concerned with the drop from last year, and attributes much of it to weather delays. 'There were a lot of projects that got delayed because of all the rain we had earlier this year,' said **Schoening**. 'With things drying out now, we anticipate a lot of those delayed projects will be coming forward, and what I'm hearing is that there will be a lot more activity.'

Schoening also said that the number of land development permits, rezoning applications and site plan reviews have increased over last year, which he said bodes well for future construction. Nearly a third of the permits issued were for single-family residential or business construction, at a value of $65.8 million. Only 2 percent of the permits issued were for schools or churches, while 57 percent of permits issued were for alteration and repair projects around the city. The top four projects for which permits were issued belong to in-town projects being built by out-of-town contractors.

The new Walmart at the corner of Ambler Avenue and Grape Street, is being constructed by M.W. Builders of Temple. A permit, valued at $5.3 million was issued Jan. 11. The 41,000-square-foot Neighborhood Market, with a drive-thru pharmacy and a fuel station, is expected to open in the fall. Imperial Construction of Weatherford is the contractor for a new, freestanding emergency center adjacent to Hendrick Medical Plaza on Buffalo Gap Road. A permit valued at $5 million, was issued to Imperial on Feb. 4.

Dick Hawkins, project superintendent, said the projected completion date for the center is Dec. 1. On Feb. 18, city officials issued a permit, valued at $6 million, to H.E. Wright Construction of Texarkana. The firm is building a new, 75,000-square-foot facility for Lonestar Truck Group at 502 Overland Trail. According to Steven Harvey, project manager, the facility is expected to be complete by the end of the year.

Collier Construction Co. of Lubbock is the contractor for the project to convert the former Jane Long Elementary School to the Long Early Childhood Center. The project is expected to be complete by May 2017. The city issued a permit valued at $6.7 million to Collier on March 9.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Residential and new home construction remained steady through the first half of 2016. According to city figures, $31.6 million in permits were issued for single-family residential home construction in the first half of 2016; that figure is up from $29.6 million for single-family residential home construction in the first half of 2015.

Frank Langley of Countryside Homes in Abilene said the increase can be partially attributed to favorable city zoning. 'We have a few more areas where we are able to build more affordable homes, and I'm inclined to think that has drawn people to newer homes who might not have been able to afford one before,' he said. 'In addition, I think the city has seen an increase in population, with more doctors and medical staff coming to town.'

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 10, 2015

City Council to receive $300,000 grant to fix Clear Creek Lake water pump station
Author: *Christian Betancourt*

The Duncan City Council met Tuesday and approved accepting a $300,000 grant slated to reactivate and renovate the water pump station at Clear Creek Lake. The Drought Resiliency Grant provided by the US Bureau of Reclamation (USBR) is a 50-50 match with a $300,000 limit. Duncan City Manager James Frieda said the cost of the project was not finalized, but the city budgeted $500,000 for the project. "We applied for this grant in May," said Frieda. "Our project is going to be somewhat above that $300,000 so we are asking the council to accept and approve the maximum amount. We received notice Aug. 20 that we were two of 12 projects that were accepted."

Frieda said the project would consist of renovating the pump station and pipeline replacement. "It will improve Duncan's ability to withstand future droughts," he said. "We ask that you sign the contract anticipating $500,000 from the capital improvements funds. One of the things that we discussed a lot when we were going through the drought was that we needed to insure our surface water to be sufficient in our reserves to keep us going in times of drought." Once operational, Duncan Mayor Ritchie Dennington said the station would allow delivery of raw water to the treatment plant.

Another issue that was discussed at length during the meeting was an amendment to a resolution dealing with schedule of fees to the code enforcement of the Nuisance Abatement Program. City of Duncan Director of Community Development **Dana Schoening** said the original fee of $20 was not sufficient to cover administrative costs the city incurs when dealing with nuisance abatement. "(The increase is for) contracted abatements," said **Schoening**. "We initially contact the property owner of the violation and that goes all the way to the process that we have to contract out privately, we have to file liens on the property and release liens later on. It doesn't have anything to do with properties or projects where they abated themselves. That doesn't get charged any administrative fees."

He said that only about 30-35-percent of all abatements done are contracted abatements and usually include rental or abandoned residential properties. "When we send out an initial notification and that property is abated and it comes back up in six months there is no notification required and we will contract to be cleaned up," said **Schoening**. The new fees approved were $135 for initial nuisance and $95 for additional nuisance abatements within six months.

Schoening said he researched other communities fees and figured out salaries, benefits, vehicle wear and tear and postage to come up with those figures. "When we do a property abatement we are at that property approximately five or six times," he said. "That doesn't include the staff time that we put in to get those notices together. There is a lot of time invested. It's time to make a

changes so we cover our cost in the department." "We can't break even," added Councilman Ricky Mayes. "We have to cover our fees."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Lawton Constitution (OK)
November 12, 2014

Donation boxes discussed in Duncan
Author: *Judi Boland*

Donation boxes have been popping up all over Duncan, red metal boxes asking for clothing and shoe donations. On the Duncan City Council agenda Tuesday there were several items relating to the boxes for members to consider. The first was an ordinance to adopt City of Duncan permitting provisions to regulate the location of donation boxes with an emergency provision to make the ordinance immediately binding. Another item was to consider a resolution to create an annual fee of $50 for licensing and business regulation for the location of the boxes.

Some placed without permission
Dana Schoening, who is Duncan's director of community development, said he knows some of the red boxes have been placed on properties without the permission of owners, on vacant lots and in parking lots blocking parking spaces. He said he realized they had a problem when property owners came to him saying they had not given permission for the red boxes and had not been successful in getting them removed from their property.

Schoening said he is not sure of the exact number of the red boxes but he has counted at least 17. This number would become more concrete with a licensing fee. They would also be limited to five within the city. He also added each donation box would be clearly marked with a decal whether it was a for-profit organization or non-profit.

Goodwill representative Ed Trope addressed council members saying he had worked with the City of Lawton to regulate these same donation boxes. He said in Lawton one night there were 24 boxes and 24 hours later there were 50. Referring to the red boxes, "This company doesn't provide local jobs and the donations don't stay in the area," he said. "In fact these items go to Texas where it is ground up and made into insulation."

Schoening said according to the ordinance, there will be penalties if there is no compliance. "If they don't follow any of the regulations they can face citations. We don't want to get rid of them but we do want to work with them. Now they are going to have to get property owners' permission before they can place a donation box on their property." **Schoening** said there is no problem with Goodwill because most of their donation boxes are next to a Goodwill facility, but they would be covered by the same ordinance.

All three agenda items were approved unanimously by the council members. Jennifer Rogers, representing the Oklahoma Municipal Power Authority, from whom Duncan purchases its electrical power, did have some good news for the council by saying there would be only a small cost increase this year if there's one at all. She also reported the new natural gas powered electrical generating facility near Ponca City should be online around June 2015.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Lawton Constitution (OK)
August 15, 2014

Stephens County fairgrounds project proceeding without permit
Author: *Judi Boland*

The City of Duncan has notified Stephens County Commissioners they need a permit for construction on the expansion that is now going on at the Stephens County Fairgrounds. **Dana Schoening**, director of community development in Duncan, said on Thursday, "The county needs a permit for the building," even though construction is well under way.

Earlier this year, Stephens County Commissioners approved the expansion of the warm-up area just south of the current arena. Commissioner Lonnie Estes said they were informed Wednesday about the permit, "but we are still working. They didn't tell us to stop." Estes said the building under construction is covered but not enclosed and at this time there will be no electricity or other utilities run to the addition. "The expansion is being built to keep people and animals out of the weather," he said.

Estes said another question **Schoening** asked them was what security would be in place when the expansion is completed. "Since there will be no doors, that would be impossible," Estes said. "It's just a covered area to keep people and animals out of the weather." "We are currently assembling additional information they will need to get a permit," **Schoening** said. He referred any additional questions to City Manager Jim Frieda, who was unavailable. "It's nothing that can't be worked out as we go along," Estes said. "It's not a safety issue."

Fairgrounds Director Mike Anderson said work started earlier this summer. When it's complete, it will more than double the number of enclosed pens which can be used for animals. It also will provide exercise pens and a warm-up arena. In an earlier interview Anderson said the expansion will enable the fairgrounds to have 500 covered pens, compared to the current 150. Estes said it was hoped construction would be completed by the time the Stephens County Fair begins, which is in less than two weeks. "Now, it probably won't be completed for at least another 30 days," he said.

According to the City of Duncan's web site, the Community Development Department is responsible for planning, zoning, code enforcement, reviewing and issuing building permits, providing inspections of new construction, ensuring compliance with the applicable planning, zoning and/or building requirements. "We are just going to keep on working," Estes said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Lawton Constitution (OK)
March 29, 2014

Duncan will build new spray park this spring
Author: *Steve Metzer*

Plans made a couple of years ago to replace a closed swimming pool in Duncan with a spray park will be followed through with this year. When the Douglass Park pool at the intersection of 2nd Street and Bois D'Arc Avenue was closed in 2012 because of its rising maintenance costs and falling popularity with swimmers, city officials said it would be replaced with a spray park with features like geysers and spray cannons built on a concrete pad that would circulate and recirculate hundreds of gallons of cool water to attract youngsters on hot days. Such a park had already been built in Duncan's Hillcrest Park, across from Woodrow Wilson Elementary School on East Chestnut Street, and had proven popular with kids and parents in that neighborhood, according to Duncan Parks Superintendent **Dana** Stanley. The town's other public pool, across from Fuqua Park on U.S. 81, remains an option for swimmers.

Dana Schoening, Duncan's director of community development, said officials had hoped to pay for half of the new spray park's $180,000 cost with a matching grant received from the federal government through the Oklahoma Department of Tourism and Recreation. The City Council set aside $90,000 in the town's budget over the past two years but had to hold off on beginning the project because no such grant was received. This year, rather than waiting, **Schoening** said City Council members decided that Duncan would just finance the entire cost of the spray park itself. It is expected that bids for construction will be solicited in April and that a contract will be awarded by May.

Schoening said the spray park will be built right over the top of the old pool. As things are planned, it will cover an area of about 1,500 square feet and will include a dozen attractions, such as overhead buckets that will slowly fill with water before spilling over kids' heads. He said computerized controls will allow water to circulate only at designated times and when people are there, and drains and a filtering system will be in place to capture and recirculate water. "The water is actually recirculated, reclaimed and reused. Most spray parks are like that," he said.

Before it was closed, the former Douglass Park pool had seen dwindling use in recent years, down to an average of about a dozen swimmers a day, Stanley said. Rising costs to maintain it also played into the decision by the City Council to not reopen it. No doubt some Duncan citizens miss the pool, which provided a good place to congregate and cool off for 57 summers, but it's hoped the new spray park will be as big a hit as the one in Hillcrest Park, which has attracted not only kids but their parents as well and has become a popular place for things like birthday parties and other neighborhood gatherings.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Lawton Constitution (OK)
January 30, 2014

City to collect ice storm debris
Author: *Derrick Miller*

The City of Duncan will collect tree limbs and other debris left from last December's ice storm during a six-week cleanup that begins next week. "We've been getting a lot of calls," said **Dana Schoening**, community development director. The cleanup will continue into mid-March. The city has been divided into four quadrants and will focus on each section for a week. The last two weeks will be spent retracing steps to collect anything that remains.

The first quadrant to be covered will entail areas west of U.S. Highway 81 and north of Main Street. The second quadrant covers an area east of U.S. Highway 81 and north of Main Street; the third quadrant includes areas east of U.S. Highway 81 and south of Main Street, and last area includes neighborhoods west of U.S. Highway 81 and south of Main Street.

The first two quadrants will likely have the most debris because they are more heavily wooded more densely populated, said **Schoening**. "This is only for tree limbs," **Schoening** said. "Couches are for Waste Connections (Duncan's trash collection company) to pick up." The city wants residents to place storm debris on the curb and prefers that limbs be cut in 6- to 8-feet lengths.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
January 29, 2014

Park grant application gets OK from council
Author: *Derrick Miller*

The Duncan City Council voted Tuesday to seek a $128,000 state grant to improve Whisenant Park. The park improvements are part of the Heritage Trails project that will create a pedestrian walkway through the city. The grant request is to the Oklahoma Department of Tourism and Recreation.

The Heritage Trails project is a collaborative effort by the City of Duncan, the Simmons Center Foundation, Chisholm Trail Heritage Center, Duncan Public Schools, Duncan Regional Hospital, Sanford's Children Clinic and the Duncan Chamber of Commerce and Industry. "The Whisenant Park redevelopment project is the first step, part of the first phase," said **Dana Schoening**, Duncan Community and Development director. "It would allow for shared use. There would be a bicycle lane, which we don't have right now. It would increase the use of the park."

The Heritage Trails project would include a 5K walking route (or about 3.1 miles). Whisenant Park would make up about a third of the overall walking trail. The state grant, if approved, would provide about 80 percent the Whisenant project's funding. The city has budgeted $32,000 for its 20 percent share of the costs.

The grant would allow the city to widen the pathway in the park and establish exercise centers throughout the park. The park would also be made handicap accessible, meeting Americans with Disabilities Act requirements. City Manager Jim Frieda said the focus would be on fitness and improving the overall quality of the park. "I think we're forward thinking," Frieda said.

Schoening and Chamber Director Chris Deal said Whisenant Park is an essential part of the overall project because it ties several parts of the first phase together and will conceivably tie a later phase into the overall project. Deal referred to the park as the "trail head" of the Heritage Trails project. The route will start in Whisenant Park, work down to the Simmons Center and wrap back around to the park. "This would give us the big need to move forward," Deal said.

If the city receives the tourism grant, more grants may become available to put into the overall Heritage Trails project. He said it would be a sign of good faith and would allow other entities in the city to seek grants for their portions of the project.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
November 19, 2013

Commissioners meet with Schoening to discuss county property
Author: *Derrick Miller*

The City of Duncan will remove a structure off county-owned property within city limits. Also up for discussion is whether or not the county can give or sell that same property to the city. During Monday's regular meeting, the Board of Stephens County Commissioners met with **Dana Schoening**, community development director for the City of Duncan, to discuss the property at 115 W. Mulberry. The property has a dilapidated structure, which was the site for a fire, **Schoening** said.

Previously, the city had been in discussion with private property owners about the cleanup of the property, but because of taxes, the property went to auction and was acquired by Stephens County, **Schoening** said. "We've never had this happen before," **Schoening** said.

The commissioners and **Schoening** discussed the possibility of the city obtaining the property, but Dee Bowen, District 3 commissioner and board chairman, said the commissioners board would have to check with the Stephens County District Attorney's Office to determine what would need to be done to make it happen.

The city would be in charge of maintenance of the property, and the property would be taken as is, requiring no work from the county. Bowen said the property isn't serving a purpose to the county and he would be in favor of letting the city have the property. "I'm definitely for doing something," Bowen said. "It has no value to us as long as it's not on the tax rolls."

As far as clearing the property, the board members agreed the City of Duncan can clear the property of the dilapidated structure. This will not cost the county any money. "It won't cost us money; I have no problem with that," Bowen said. Although the city will be clearing the property of its structure, Bowen said the commissioners will be revisiting the issue of changing ownership of the property. This item will be revisited at a later meeting.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
October 27, 2013

Curb, lawn notices upset residents
Author: *Derrick Miller*

Sue Gibbons, who has lived in Duncan 12 years, moved into a corner lot at Ninth and Elm in 2009. Gibbons said she started working to clean up the curbs last year, even making significant progress on the Elm Street side of her property. “This is the first time in probably 30 years this has been done,” Gibbons said. “It takes a while.” Although she has worked to improve the curb appeal of her property, Gibbons received a door hanger informing her she was in violation of city code and could be fined as a result.

The City of Duncan ordered 1,000 door hangers to inform people about violations for overgrown curbs and cluttered street gutters. All were hung on doors throughout the community and more were ordered. **Dana Schoening**, director of community development for the City of Duncan, said the door hangers make up only the first stage of a three-tiered goal of getting curbs and street gutters cleaned up.

Schoening said the first round of door hangers went out about a month ago. City workers will be revising many of those homes in the coming weeks to determine which houses need public notice letters. Once public notice letters go out, residents will have 10 days to get their curbs and gutters cleaned up before further action is taken. “In my opinion, we’ve had good compliance,” **Schoening** said. “The next step for the properties is to follow up.”

Gibbons said she works from 9 a.m. to 7:30 p.m. most days. By the time she gets home from work, daylight is gone, which makes it difficult to work on the property’s curbs. Yet, she still tries because she wants her property to look better. “I come home every night since we got that notice and I feel like there’s something wrong with my property,” Gibbons said. “I understand we want a neat clean city that attracts businesses.”

The idea behind cleaning up the curbs was the result of response received from a retail scout, someone looking for a location to build its retail chain. **Schoening** said the scout told him the community “looks tired,” which **Schoening** said made him look at the community in a different light. He said the idea is to get curbs and gutters cleaned up to make the community look nicer and more attractive to prospective businesses, whether they be retail chains, restaurants or companies looking to set up shop. “It’s something we’ve just started enforcing,” **Schoening** said. “We haven’t enforced it in a good many years.”

During Tuesday’s Duncan City Council regular meeting, Duncan resident Leland Stephens addressed the council about the street cleanup project. “Why now?” Stephens said, regarding the curb cleanup notices. City Manager Jim Frieda told him the street cleanup project is geared to prevent further erosion of city streets. By cleaning up curbs and street gutters, there are fewer

chances for grass to grow into the street, which would cause issues with street foundations. “We need to take care of our streets. I think everyone is aware of that,” Stephens said.

As for street gutters, by allowing debris to gather causes water to collect in those gutters, which would enhance erosion or encourage the grow of grass or weeds in the gutters, **Schoening** said. A drive down any street in Duncan will reveal at least one, if not more homes, which have curbs overgrown with weeds and grass. This includes some of the most traveled streets and even businesses which need attention. The increasing number of vacant homes adds to the problem.

Schoening said the city has received numerous calls, many from concerned residents wanting to know what they need to do to no longer violate the city codes. He said he appreciates people who want to improve the appearance of Duncan. Starting next week, the city will start issuing public notices letters. Although 1,000 hanging door notices were delivered, **Schoening** said far fewer public notice letters will be sent out because/ many people have taken steps to improve their curbs. “We’ll probably send 80 to 100 letters out next week,” he said.

Gibbons may find it difficult to cleanup her curbs, but she has strong concerns for older Duncan residents, who may live alone and be unable to clean up their curbs on their own. “What’s going to happen to the little old people?” Gibbons said. “It’s deeply, deeply disappointing. To put a citywide requirement with no thought as to who lives there, how old they are, I am extremely disappointed in the city council.”

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 13, 2013

Duncan's Ridgeview Addition ready for new houses – Chisholm Oaks getting residents
Author: *Mike Smith*

Duncan's new Ridgeview housing addition is making inroads, with 10 lots ready for construction and plans for about 75 more houses in the area just south of Plato Road on the city's northwest side. There also have been 11 duplexes built at the nearby Chisholm Oaks addition, which is about a quarter mile north of Plato Road on the west side of U.S. Highway 81. Some have residents now and about 10 more duplexes could be added. The Chisholm Oaks area has been two years in the making from the initial concept to construction.

Dana Schoening, Duncan's community development director, said the housing crisis that hit the U.S. in 2008 took a toll on Duncan, too. But the housing market nationally has been picking up in recent months and there are some positive signs in Duncan as well. Part One of the Ridgeview addition - the 10 lots ready for houses - is only about four of the 40 acres slated as part of development led by MJ Lewis & Associates. The rest of the area is in a more preliminary planning stage. "It will provide the housing that is needed to support, in my opinion, economic development," **Schoening** said. "It's a supporting part because when jobs are brought in they (people) need to live someplace. "It provides that in a market that is doable. It's not a high-end, it's not a low-end, it's in a really nice market area. They are pretty reasonably priced lots and structures." **Schoening** also said the area is a good location because it's next to the U.S. 81 Bypass and not far from U.S. 81 itself.

Another large portion of the area called Westfield covers 120 acres. Some houses already have been built there and eventually there could be about 320 new homes. The rest of Ridgeview will be developed, too, likely starting with streets, sewer and water lines for another 10 to 25 lots. "They will be building additional parts in there as time goes by," **Schoening** said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 3, 2013

Break from city nuisance code enforcement coming to an end
Author: *Rebeka Rutledge*

Those with yards in Duncan have been given a break from hard code enforcement during the summer because of rapid vegetation growth, but that soon will not be the case. The City of Duncan Code Enforcement Department has announced in a press release it will begin to increase enforcement efforts related to several nuisance ordinances in the city Code of Ordinance. Most of the selected codes relate to keeping streets and sidewalks clean of vegetation and trash.

"It's really going to start picking up in a couple of weeks," said **Dana Schoening**, director of community development for the City of Duncan. "These particular ordinances have been reviewed as a result of recent issues identified where grass and vegetation continues to overhang street curbs and accumulate in street gutters."

Three codes the department will be focusing on are Section 8-107: Responsibility to trim trees and vegetation, Section 14-107: Unlawful to deposit trash upon streets or sidewalks, and Section 14-120: Duty to keep sidewalk and gutter clean. Enforcing these codes will help the city with both appearance and preventing street damage, the release said. "On streets without curbs, grass and vegetation growth has grown into the pavement and has lifted pavement in many places, deteriorating the street," **Schoening** said in the release. "When grass and vegetation accumulates in the street, it can damage the street and have a negative effect on the overall aesthetics and image of the City of Duncan."

The intended goal for increased enforcement of the ordinances is to eliminate the negative effects caused by overgrown vegetation and grass. As a first step, violators will receive a door hanger on their door as a reminder to property owners and occupants of their responsibility in complying with the codes. "If compliance becomes an issue, the Code Enforcement Department will go to the extent of official public notification of violations," said **Schoening** in the release. "(The department) will begin issuing contracts to private contractors to remove grass and vegetation growth over the curbs, in the street pavement and accumulation in the street gutters."

Costs of these types of removal will be passed to the property owner. Citations may also be issued if the property is not taken care of by the owner or occupant. Compliance of the codes is a property owner and occupant responsibility, **Schoening** said. "The city is seeking to partner with the citizens to provide for good functioning streets and improved community image by taking care of property maintenance at an appropriate level," he said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
June 12, 2013

Loveless loses appeal on one Beech property, gains time on another
Author: *Rebeka Rutledge*

For two Duncan properties that were previously on the Duncan City Council's agenda as public nuisances, one has reached the end of the line and the other is getting close. Owner of the two properties at 519 W. Beech and 517 W. Beech, Albert Loveless, was at the council's regular meeting Tuesday. The location at 519 W. Beech was addressed first and **Dana Schoening**, community development director, appealed to the council to approve it being demolished. "We've been working with this property since June 2012," he said. "In my review, I have seen no progress on the structure."

An abatement for the property was ordered in March 2013, but at Loveless' appeal, a 30-day rehabilitation relief period was given on the agreement that improvement would occur. It was **Schoening's** opinion that none had. Loveless disagreed. "I have worked on it practically every day and have $25,000 worth of materials to go on the house," he said. "I've taken all of the siding off of the house and done as much as I can. I don't have the money to get it all done at once and I'm waiting on the contractor to pour my concrete."

Loveless also said he was waiting on workers to put up side paneling on the house and they had yet to show up. It became unclear at one point which address Loveless was addressing, whether it be 519 or 517. At the conclusion of the discussion of 519 W. Beech, council members voted to table it until their next meeting in two weeks. "We appreciate your position and we'd like you to appreciate our position," said Councilman Ritchie Dennington. "The discussion is that at the end of two weeks at our next meeting, we need to see siding because we want to work with you, not against you."

For the house at 517 W. Beech, the council agreed with **Schoening** the structure needs to be torn down. It has been listed as a public nuisance since March 2011 and **Schoening** said he has not seen much, if any, progress. Property at 406 W. Elm Ave. was also approved for demolishment. Its owner was not present, but **Schoening** said he had received confirmation they had received the notice of the hearing.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
March 14, 2013

Council hears from property owner on hit list
Author: *Megan Bristow*

The Duncan City Council was feeling generous during Tuesday's council meeting, granting extensions to the property owners of four properties that were to be considered for abatement. Two of the four properties, located at 517 and 519 W. Beech, are owned by Albert Loveless. Duncan Code Enforcement personnel have been watching these properties and warning the owner that repairs were needed since March 2011. "We have gone through the public nuisance hearing process and through the appeal process," Community Development Director **Dana Schoening** said. "There had been, in this particular case, an appeal in the form of a letter that we did receive stating repairs that would be provided to this structure."

Loveless was told of changes that should be made to the house. "There has not, in my opinion working in that department, been any progress," **Schoening** said. "We sat down with the property owner on a few occasions. Nothing really has been done. In my opinion and I have stated it to the property owner, I think the property is continuing to get worse. Despite the pledges to get it improved, it is getting worse."

Loveless told the council that while he has bought siding and roofing for the structures he has not had the strength to put them on the structures without help. "I am living on $900," he said. "It is really tight to stretch $900 a month, pay bills and buy materials. I have had to buy materials a little at a time and stock them up so they could be added to the properties. There has not been a lot done to the outside, as you can see, but there is on the interior. If it is not fixed on the inside, there is not any reason to fix outside."

He asked the city for understanding because he has not had the money to hire somebody to do the work for him and equated it with the situation the city finds themselves in believing it to be similar. "Like the city on our streets that are dilapidated or torn up, they do not have the money appropriated to work on our streets," Loveless said. "I do not have the money appropriated to hire somebody to do the work the city as asked me to do."

Despite the owner's pleas, **Schoening** recommended the council order abatement of the property as these repairs have been requested for two years. "What you have heard this evening, I have heard on numerous occasions," he said. The council unanimously agreed with **Schoening's** recommendation for abatement and proceeded to the properties with different owners. However, when the council reached Loveless's second house on the agenda, Loveless once again asked them to reconsider.

Loveless told the council he was currently using the second house to store his stock of materials for both houses. He said it did not make any sense for him to be out the materials plus the houses when he could get them put on with more time. "That is just money that I didn't have to spend if

we are just going to throw it in the trash," he said. "That is not human. I mean, that is not American. I need a chance to complete what I have started. I am not a quitter." The council agreed to give him 30 more days for both properties. The properties will be reconsidered at the end of one month's time.

The second property on the agenda, located at 204 N. 5th, was originally proposed for abatement. However, **Schoening** told the council he had driven by the structure on Tuesday and noticed the property managers had taken the dilapidated porch off the structure and had filled several bags with trash from the property. They had also put a new coat of paint on the house. "If there had not been any work done on the structure, I would recommend to have it declared," **Schoening** said. "There it still needs to be work done, in my opinion, but I think they should be given time to finish that up. I am thinking possibly 30 days to complete their improvements."

The council approved the 30-day extension for 204 N. 5th before moving on to the property at 317 N. C. "They have brought a dumpster to the site," **Schoening** said. They have already started working on the interior of the structure. I cannot say it looks any better on the outside than it did before." Though the property owners were not at the meeting for comment, **Schoening** recommended to the council that they be given more time for improvements. "The properties around it are in pretty good shape," he said. "I think this has the potential to be one of these properties. I think the fact that progress has been made to this point is enough progress to give them a little more time. I think we certainly need to bring it back. I am saying 60 days. I think that would be reasonable in this case." The council agreed to **Schoening's** recommendation. The property will be revisited by the council in 60 days.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
July 26, 2012

Splash park projects still on the board
Author: *Derrick Miller*

When Fuqua Pool opened in May, Douglass Pool remained closed. But that shouldn't have been a surprise as City Manager Jim Frieda said in a council meeting in June 2011 that it would not reopen this year. **Dana Schoening**, Duncan Community Development director also reconfirmed that this week. "It won't be opening,"

In need of repairs and low usage by the public were factors weighed when city officials chose to cease operations at Douglass Park pool. It was estimated at that time, the repairs could run upward of $8,000. Issues included cracks in the pool and a lack of handicap accessibility. Also, daily use was from 4 to 18 people.

Schoening said some of the children who have used Douglass Pool in the past are now using Fuqua Pool or the Hillcrest Park splash park this summer. The splash park has been a popular addition in the past few years. "We haven't gotten any calls about the closing," **Schoening** said. There are plans in place to add a splash park in the existing location, which would give residents in that area of town a recreational water feature to enjoy. But that water feature won't be expected this summer.

In fact, in 2011, the initial plans put in place by the city meant building a larger spray/splash park just north of Fuqua Pool. At that time, **Schoening** said $250,000 was budgeted for that particular project, and a grant was written for the same amount. After that project was completed, city officials planned to focus on Douglass Park's splash park project. **Schoening** said this week that efforts are being put forth to get funding for the splash park projects.

The City of Duncan applied for a grant through the Oklahoma Tourism and Recreation Department. "Right now, the Tourism Department hasn't made its decisions yet," **Schoening** said. He said the department will go through a selection process to see which community projects it may want to help fund. If the city does receive grant money from the Land and Water Conservation Fund for outdoor recreation, the city will have to put up some money for the project.

The grant is a matching grant. **Schoening** said the fund would help save the city money that can be put toward various budgeted items. "I hope the department sees it our way," **Schoening** said. He said the city probably wouldn't find out about the grant until after Aug. 1. But he's positive about the situation. **Schoening** said the Douglass Pool area has everything needed to add the new water feature. He hopes the addition of the splash park will help ignite more interest in the area. "I think it's an excellent location," he said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
July 25, 2012

City Council discusses properties public nuisances
Author: *Derrick Miller*

The house at 405 S. 13th is on the City of Duncan's hit list as a public nuisance. And right next door to that property is a yard that received the Duncan Garden Club's "Residential Yard of the Month" this summer. At Tuesday's city council meeting, Dan Pound appealed to the council to not declare his property as a public nuisance. And the neighbors, Don and Twilla Garner, also attended the meeting to voice their objections about the property.

Pound's property was one of five properties in Duncan up for consideration by the council as being declared a public nuisance for structures and/or overgrown vegetation. "Admittedly, I was late getting down here this spring," Pound said about having been notified about tall grass earlier in the year. "The structure is sound."

Dana Schoening, Duncan Community Development director, said the property on South 13th went through a public nuisance hearing July 10, but was appealed by Pound. "There has been communication with the property owner," **Schoening** said. "Some trees have been removed. The structure, itself, nothing's been done to it." **Schoening** said two properties in the vicinity of Pound's property have also been declared nuisances in the past six years. "I want to take care of whatever you want me to do with the property," Pound said.

Neighbors, Don and Twilla Garner also had a chance to tell Duncan council members how they were feeling about the situation. The Garners' home was the Duncan Garden Club residential lawn of the month award recipient. Twilla Garner said Pound's property has been unoccupied for much of the past eight years. And although some work has been done on the property, she said Pound is doing just enough "to get the city off his back." "There's still a lot of dead trees," Garner said. "Animals are making their homes in there. We feel Mr. Pound has had more than enough time."

Don Garner added to what Twilla Garner reported to the council. "The trees are overgrown," Don Garner said. "Our property is compromised. One of my concerns is about the stop sign being compromised. That's not a good intersection to begin with."

Pound did give a rebuttal of what the Garners said about the property. He said all of the dead trees have been removed. He also told the council he was unaware that all of the overgrown trees and vegetation on the north side of the property also had to be removed. He said **Schoening** informed him his property was set to be declared as a public nuisance because his wasn't occupied, although there are other properties in worse conditions. Pound said the house will be occupied by Aug. 1. In addition, Pound told the council he hadn't been notified of the public nuisance hearing and wasn't aware it took place until he received a notice of appeal. "We wouldn't have held a hearing if the notice hadn't been sent," **Schoening** said.

City Manager Jim Frieda said the city wants to ensure all homeowners get their due process and requested the council table the item until the next meeting to get things squared away. Following the meeting Tuesday evening, Pound could be seen trimming trees away on the north side of the property.

Aside from Pound's property, four other properties were recommended for declaration as public nuisances. Those are:
- 113 E. Fig: The property initially went through the public nuisance hearing Jan. 3.

"We looked at what progress had been done in six months," **Schoening** said. "It continues to dilapidate." **Schoening** said the city sent out an appeal form and received a letter in return asking for a year extension to take care of the needs of the property.

Crandle Olds, the son of the property owner, spoke with the council during the meeting to ask for more time to remove the dilapidated structure on the property. "The house and the property has a lot of sentimental meaning to us," Olds said. "We just ask for an extension. The end of October is our goal. "Dad's 80. I've been in the hospital most of this time. It's hard to do it in 100 degree weather."

The council gave the property owner until Oct. 31 to get the property cleared.
- 804 N. Third: Council declared it as a public nuisance and ordered abatement.
- 209 W. Pine: Declared a public nuisance and abatement was ordered.
- 203 W. Spruce: The council gave six months to the property owner at 203 W. Spruce because progress has been made and windows have been ordered for the property, it was noted. Frieda has been in contact with the property owner.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
May 23, 2012

Council discusses property buffer for hotel
Author: *Derrick Miller*

To counteract the removal of a buffer of trees, the Duncan City Council on Tuesday approved a site development plan for the Apollo Estates to create a new kind of buffer. During Tuesday's meeting, the development at 1916 U.S. Hwy. 81 was approved for some variances within its development. One of those variances was the addition of a three-foot retaining wall topped by a seven-foot fence to create a barrier between the development and the homes in the area.

The original buffer, composed of trees, was thinned and in some places removed during the development of the property, which houses the construction of the Holiday Inn Express. **Dana Schoening**, community development director for the city, said the fence was in response to the removal of the trees. The property itself will be broken into multiple tracts. The tract closest to the property butts against the southern border of the residential properties. "We're not sure what will go there," **Schoening** said. "It could be next year. It could be five years down the line. It could be 20 years down the line."

The Holiday Inn Express is expected to be open by Aug. 1. The city plans to have the fence in place by Oct. 1. Kendell Pacey, a resident who lives north of the development, asked why there would be a two-month gap between the business opening and the addition of the fence. **Schoening** said the fence would most likely be in place before then, but the later date it gave the city some flexibility if needed. "There may be some minor changes that need to occur based on our reviews," **Schoening** said.

Aside from the site development plan, the council also approved a final plat for the estates. "A final plat is different than a site development plan," **Schoening** said. "A site development plan is more detailed. A final plat considers public improvements."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
March 28, 2012

Counsel approves getting numbers on city's potential
Author: *Derrick Miller*

With retail and economic development hanging in the balance, members of the community attended the Tuesday's Duncan City Council meeting to express the importance of a contract that would include information on a market study and housing impact in Duncan. Once all the discussion died, the council approved a contract with Ochsner Hare & Hare for the retail/office market study and the housing impact strategy area project.

Jimmy Cooper, Duncan Area Economic Development Foundation board president, and Chris Deal, Duncan Chamber of Commerce & Industry president, discussed the proposed contract with the council. Cooper addressed the information the contract would provide the city in improving its retail market. Although DAEDF doesn't usually deal with retail, Cooper said the contract could result in benefiting Duncan's economic development.

Dana Schoening, community development director for the city, said the information would add to the data to which the city already has access. But, he added, it would give a more complete image of what would be most successful in the City of Duncan.

Deal touched base with the council, bringing with him Chamber board members, to provide support for approving the contract. He said the studies would find out what type of retail and housing would be best suited for the city. "It would tell us what retail and housing would be best supported by the community," Deal said. "There's no need to bring in a specific chain, if it's not exactly what the community wants. "Retail development is economic development."

The item was tabled during a March 13 regular meeting to determine if DAEDF would be willing to get behind the contract. It also provided the city time to decide if the information was different than data already accumulated. Councilman Mike Nelson said the information would be an addition to what the city already has access to, although Councilman Ritchie Dennington did express some concern about receiving a study with unrealistic information.

Schoening, however, expected the information to be realistic and beneficial. "(Ochsner Hare & Hare) have had some success in other communities," he said. "The pie in the sky is a concern. I don't think it will happen here. "It's really taking a lot of information into account."

City Manager Jim Frieda said the studies may lead Duncan toward further economic and population expansion. "We are looking for growth," Frieda said. "We are looking for the future. We need a vision or we're going to stay right where we are." He added that the studies were contained in a budgeted item.

Dennington said if city employees, including **Schoening**, were putting support behind the contract, the council should do the same thing. “We need to be pro-growth,” he said. Mayor Gene Brown agreed, saying members of the community can see the importance of the studies for growth. “This is a very important item for our city,” Brown said. Frieda made the recommendation to approve the item. Councilman Ricky Mayes made the motion, and the item was unanimously approved.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
March 19, 2012

Abatement resolves become lengthy process
Author: *Jeff Kaley*

In abatement situations, the process is flexible enough to allow for appeals and extensions, and municipal leaders will usually work with property owners who are operating in good faith. At the other extreme of an abatement situation, little or nothing is being down by a property owner to remedy the situation, and municipal officials run out of patience. Both sides of the abatement process were evident at the Duncan City Council's last regular meeting, when an extension was approved for one property owner but council members finally closed the book on another.

In addressing a property at 611 S. Ninth Street, Director of Community Development **Dana Schoening** told council members it was time to declare the property a public nuisance and rule the property be abated. The city first contacted the property owner several years ago, and **Schoening** said, "This is a situation the department has worked on for a while. We held off in (on declaring the property a nuisance) in 2005, but we've kept an eye on the property. "There's been nothing done and we've had a lot of complaints from the neighbors. An old garage on the property was torn down, but there's been no work and no response from the owner. "The property has steadily gone down over the years."

Noting the property owner was advised the council would consider the issue at the meeting, **Schoening** said the owner was not present. With that, Councilman Ricky Mayes moved to declare the property a nuisance and proceed with the abatement process. In regard to a property at 402 W. Walnut Ave., after hearing from the property owner, the council ruled differently. **Schoening** noted there was a dilapidated structure on the property and although an appeal request had been made from the owner, However, he said, there seemed to have been no improvements. "There are windows boarded up and debris on the porch," **Schoening** said.

Mayor Gene Brown asked if the property owner was present, at which point D.J. Woods explained he was aware there were windows boarded and some debris existed, "But we've been remodeling inside and it's been wintertime." Indicating he had been out of state, Woods and his girlfriend presented several photos showing interior work that was underway inside the house. "We've dry walled and the bathroom has been completely remodeled. Now we're waiting on the cabinets for the kitchen so we can finish that," Woods said, adding, "We've also cleaned up outside."

The couple noted some windows have been replaced and unboarded, although they had been advised to leave some windows boarded until they were ready to move into the house. Although there was no electric service, Woods said there had been water and trash service established for six months. Asked about future projects, Woods said. "In the next two weeks we'll begin outside work on painting. It's a slow process, but I think by the end of April we'll have the exterior work done."

The council members found Woods' plan satisfactory. "I think they're making a good effort to improve and work on (the house), and I would make a motion we give them 60 days," Mayes said. The other councilmen agreed to the 60-day extension.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
February 15, 2012

City gives OK to bringing down dilapidated structures
Author: *Derrick Miller*

In all, owners of a dozen Duncan properties are facing two options — clean up their properties or watch structures on those parcels be demolished. That was the decision of the members of the Duncan City Council Tuesday night, as they moved to take action on a topic that has been playing out for some time. Previously, the city went out for bids but ended up rejecting those offers for being too high. Community Development Director **Dana Schoening** said the property owners have been aware of the city's choice for demolition for some time.

The properties in question have dilapidated structures the council feels need to be removed from those properties. "We've been waiting a while on these properties," **Schoening** said. But the council's decision to re-bid the demolition of the property came in at a significantly lower bid, City Manager Jim Frieda said. The city approved awarding the project to Pollock Services in the amount of $51,200. Bids were opened Feb. 2, and after being reviewed by the city staff, Pollock was deemed the lowest and best bid received.

The agenda item is in regard to the implementation of the 2010 fiscal year Community Development Block Grant (CDBG) and Small Cities Set-A-Side Programs. **Schoening** said approving the bid with Pollock Services would help the city move past the initial stages and toward getting the project completed. "Approve it so we can move ahead on these projects," he advised the council.

In all, three bids were received. Other contractors bidding were Miller & Sons Construction Inc., in the amount of $58,000, and Washita Construction & Renovation, in the amount of $59,400. **Schoening** said the difference in bids between Pollock Services and the two other contractors made Pollock more desirable for the project.

Mayor Gene Brown noted this project has been on the city's books for a while and notices were given to the property owners. He said notifications were also given during the previous bidding series. The mayor felt the property owners had been aware of the city's project since the initial bid notice when out. But with those initial bids being rejected it has taken the city a while to make progress on the properties, other than notifying the property owners of the demolition possibility. "The property owners, they know it's taking place," Brown said. "It's nothing new." Frieda said the council members have also been aware of most of the properties, because this has been an on-going problem for the city.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
November 27, 2011

Duncan Group Homes gets OK for adult daycare center
Author: *Derrick Miller*

A plan to turn a vacant church into an adult daycare facility has been moved forward by the City of Duncan. Duncan Group Homes hopes to add an adult daycare program to its list of services, and the Duncan City Council approved agenda items that will allow for a rezoning and building use for a property at 614 N. Fifth St. The building was previously a church facility and is currently owned by Open Door Fellowship.

The first move to facilitate the project came when the council approved rezoning the property from a two-family residential zoning district to a general residential zoning district. Because of the property's change in intended use, rezoning was necessary, said Community Development Director **Dana Schoening**.

The planning commission approved recommending the rezoning during its Nov. 15 regular meeting. After giving the OK to rezoning, the council members voted to declare an emergency on the item, so they could vote on another item related to the property. They approved allowing the property to be used as an adult daycare center on a use-on-review basis, which endorsed a recommendation by the planning commission.

To be used as an adult daycare, the former church building will have to be remodeled and the property will have to be developed, **Schoening** said. There are codes and guidelines Duncan Group Homes will have to follow to adhere to the Land Development Code. "Generally," **Schoening** noted, "the building would have to meet codes for use permitted on review."

Robin Arter, Duncan Group Homes executive director, said the work will be worth the effort, and **Schoening** said the City has worked with Arter's group to outline what needs to be done before an adult daycare can open. "We've gone through the property with the applicant," **Schoening** said.

The City sent notifications of a hearing about the property's potential use to 34 owners of nearby properties, and no opposition was received. "There was no opposition, and really, there was no inquiry (from members of the public)," **Schoening** said. Arter discussed a possible opening date for the adult daycare center. She said Duncan Group Homes hope to have the center open in 2012. "Hopefully, sometime in January or (by) February first," Arter said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
November 11, 2011

Duncan property owners get time to tidy up
Author: *Jeff Kaley*

Two Duncan property owners will have some extra time to tidy up their lots, but they also face deadlines that will determine the next action by the City of Duncan. During a regular meeting, the Duncan City Council approved giving abatement extensions to Todd Gilbert, who owns a property at 1317 W. Walnut, and to Terry Lusby, who owns a lot at 27 N. 14th Street. Both properties include houses that have been deemed to be public nuisances for dilapidated structures, which is a key step in the abatement process.

Duncan Community Development Director **Dana Schoening** said Gilbert had been notified on July 13 and a hearing was held on July 25, during which the house had been declared dilapidated. Gilbert was sent an appeal form but there had been recent complaints that little progress was being made to remedy the condition of the structure.

Noting that "in the last couple years a roof had been placed on one side of the house, but the shingles were already coming off," **Schoening** added, "but there hasn't been much improvement since then." Gilbert agreed progress on repairing the house was going slowly, partly because the heat this summer kept him from completing the roofing. "I had bought $500 of materials," he said, "but I wasn't going to put it on if the house was going to be torn down. "That's why I haven't done anything else."

In regard to Lusby's property, **Schoening** said the abatement process on the house had begun in 2005. Initially, some panting, roofing and interior and exterior work had been accomplished, "and a window or two have been replaced." However, **Schoening** added no progress on repairing the house had been made in "quite some time" and he noted "the house was being used as a storage place for construction-type materials."

Lusby, who owns a roofing company, denied the structure was being used for storage, but agreed little progress had been made in repair in recent years. Noting time limits caused by his business, Lusby said when an opportunity comes along, he has to put time and energy into money-making jobs. Lusby added, "I intend to paint and fix it up outside, and on the interior some plumbing work needs done. I did replace a cracked window."

Ultimately, Mayor Gene Brown suggested both property owners be given extensions to make progress in addressing the condition of the houses. Gilbert's time was extended 90 days, while Lusby was given 60 days. "We want to work with you," Brown told both property owners, "but we have to see some progress. "If you can make progress, we're willing to work with you." The council members voted to table action on both items until the respective timelines had been met.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 5, 2011

City of Duncan advisory committees have full plate
Author: *Derrick Miller*

Returning from a long holiday weekend, two City of Duncan advisory committees will meet Tuesday to discuss several items. The first gathering is of the Duncan Lakes Commission, which meets at 5 p.m. in the Public Works Building, where part of the discussion will focus on a request from the Society for Creative Anachronism.

The group hopes to reserve a campground at Clear Creek Lake its Samhain Celebration and Baroness Toy Tourney for the weekend of Oct. 28-30. The group, which part of the Stellar Kingdom of Ansteorra, based in Lawton/Fort Sill, will have competitions that include arts and science; knife, ax and spear contests; and bardic. The event also features Celtic games, children's activities and a children's harvest carnival. If the item is approved, the group will use Campground Area D at Clear Creek Lake .

The Lakes Commission is also to discussion releasing water from the lakes. The Duncan Parks and Recreation Committee will meet at 5:30 p.m. in the City Hall conference room, where part of the discussion centers on maintenance agreements for Abe Raizen Park and developing a plan to work on the city's neighborhood parks.

Each season, the parks board meets with each of the sports associations using Raizen Park to approve maintenance agreements, which stipulated who does what. **Dana Schoening** said there may be a change that would make the agreements annual, instead of seasonal. He said there have been improvements at Raizen Park, and the maintenance agreements will ensure the park will be taken care of well. "We want to make sure we work with our sports associations well," **Schoening** said. He also said there will be some discussion about neighborhood parks. "We're going to come up with a process on how to improve our neighborhood parks," **Schoening** said. "We want to make those event better." He said most of the larger parks in Duncan have continued to be improved, and the parks board wants to turn its attention to the smaller parks. "We have done a lot with the larger parks, except Memorial Park because of funding," **Schoening** said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
June 6, 2011

New home building down, but showing signs of life
Author: *Kevin Kerr*

In 2009, area home construction began slowing down after a mini boom. Much of that can be blamed on the overall economic crisis. But, within the first five months of this year, the City of Duncan has approved about 10 new home construction permits, said Community Development Director **Dana Schoening**. It's still a long ways from the 40 or so per year which were being approved in 2007 and 2008.

Schoening said Duncan is no different than other communities in the country as far as construction decline is concerned. "It's much lower than it was say in 2007 or 2008," **Schoening** said. "We were probably building around 40 homes per year back then, but since the recession, we've been averaging between four and five per year."

Schoening said the recession is directly related to the decline in home building permits. However, he said where people would normally consider building a new home, many are filing permits for renovations and additions. "Most people, instead of taking out a large loan for building a home are taking out smaller ones to renovate," **Schoening** said. "People I think right now would rather just pay smaller amounts and keep up the places they currently live instead of building a new home."

And there's the lack of space for people to build new homes throughout Duncan. "When you get past the original township, there are mostly housing developments," **Schoening** said. "Those are all privately done." **Schoening** said. "There's really no housing that the City of Duncan owns or land to sell for home development right now."

One option though, is to buy old homes, raze and then rebuild new homes. However, **Schoening** said some housing developments are beginning to see some signs of life. Recently, the Duncan City Council voted to remove the homeowners organization at Duncan Pointe Housing Development, making all streets and utilities the city's responsibility. This opens up the lots for potential buyers.

As a result, **Schoening** said they have already seen at least three new purchases of lots in that development and are working on permits requested by individuals who plan to build new homes there. "I really think that decision was directly responsible for some of those," **Schoening** said. "That's a good example and a great place to develop some homes, and there's plenty of space out there for more."

Also, **Schoening** has seen some permit interest in homes being constructed in Stagestand and Timbercreek housing developments. "They're ready to go, they're ready to start building out there and we've seen some interest," **Schoening** said. "Those are vital areas of development we

have right now to build on to Duncan." **Schoening** is enthusiastic about the 10 permits. "That's great, that's much better than we've seen recently," **Schoening** said. "I don't know if we'll ever get back to the 40 homes a year that we had five years ago because of all of the programs that were offered for first time home buyers then," **Schoening** said. "But I think we're starting to see an upward trend and I think we can at least come close to that number again within the next couple of years if this trend continues."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
May 18, 2011

Duncan Pointe could dedicate to the City – Homeowners Association must remove itself
Author: *Kevin Kerr*

City Planning Commissioners considered Tuesday the removal of Duncan Pointe Addition Homeowners Association and acceptance of public infrastructure improvement to the City of Duncan. Duncan Pointe Addition was approved by the city council in 2002 for private home development, with plans to eventually become a gated community. It is located off 27th Street on Duncan Pointe Drive, just north of Gardens Apartment.

The developers at that time said a homeowner's association would be formed. In addition, all repairs to the privately-owned streets and drainage detention areas would be maintained by the association and the home owners within the gated community. "The plan for that development was to be a gated, private community with the intentions that the homeowners association could eventually turn that over to the City of Duncan if they so wished," Community Development Director **Dana Schoening** said.

Fast forward nine years, and the roads have holes and are in disrepair. Current developers of the site told the planning commission board Tuesday they took on the project with the intent to remove the association. They also intended for the roads and detention areas to become city property for regular maintenance.

Scott Vaughn, Duncan Public Works director, was sitting in the audience during the meeting, and offered history of the original development which lended to the problems. "It was originally built with the intention of eventually coming to the city," Vaughn said. "They built everything to the city's code so that could eventually be achieved. "This is just happening much sooner than I think we ever thought it would."

Many of the complaints heard from property owners in Duncan Pointe Addition were centered around the condition of the roads. "But they were calling my department, asking me when we were coming out to fix them," Vaughn said. In fact, it was the duty of the homeowners association to repair the privately owned roads, but such an association had never been put into place.

The new property owners said they called the first homeowners association meeting with property owners at Duncan Pointe Addition to tell them their plans of fixing the roads, then turning them over to the City of Duncan. **Schoening** proposed, in a memo, seven points for the new property owners to comply to before the city could officially take ownership of the streets and detention areas.

Among them were that the homeowners association had to pay to repair the streets, and the drainage detention areas would be turned over the city. **Schoening** said the detention pond area

on the northeast corner of the development area would be made into a drainage easement, while the detention area on the southwest side could be developed into a public park. “We would have to take one of those plats to gain access to that area. Then we could develop it not just for the people of Duncan Pointe Addition, but for the people in that area and to the rest of Duncan,” **Schoening** said.

Finally, in order for the city to take ownership of the detention areas and the streets, the homeowners’ association would have to be removed. Work must still be done to meet these goals, but when it is finished, the homeowner’s association can give its proposal to the planning commission and to city council for approval.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
April 20, 2011

Planning Commission considers wind turbine ordinance
Author: *Unknown*

The Duncan Municipal Planning Commission began looking into a possible land development code Tuesday for wind turbines on property in Duncan. Community Development Director **Dana Schoening** said several community members have approached him recently with questions regarding the installment of wind turbines on city-owned property to try and help cut costs of power consumption. "It seems like this only comes up when it's real windy out, but I promised I would get this on the agenda because it is something that is gaining in popularity," **Schoening** said.

Schoening said one property owner in particular asked him about putting one on their agriculture property within city limits. Since then, he has researched several other cities' ordinances pertaining to the matter, and presented the information to the planning commission during Tuesday's meeting. An example of an ordinance that **Schoening** presented boasted several comments from the commission's chair, Donna Dewey. "If I were someone in the community looking at all of these provisions, I wouldn't even bother," Dewey said.

Schoening added this was only one community's ordinance for wind turbines, but many of the provisions would most likely be considered in making an ordinance for Duncan. "We could also make this for ag property only or industrial property only too," **Schoening** said. "But it would be difficult for any residential property owners to do this." However, he said the return for residential wind turbines is not as profitable as one on ag or industrial properties. "There's just not enough return there," **Schoening** said.

He said to build a proper wind turbine, and to do everything correctly would cost between $20,000 and $25,000, but the total money saved wouldn't be enough to cover that cost for a long period of time. Currently, Red River Technology Center is the only property in Duncan with a wind turbine, but **Schoening** said it was installed under the tower ordinance and for an educational facility. "If someone wants to build a turbine, we could put it under that tower ordinance, but it would probably be good to consider an ordinance specifically for this so we have the answers to it in the future," **Schoening** said.

The introduction of the information was simply to make the commission aware of an issue community members had brought to **Schoening's** attention and no action was taken. "We're just scratching the surface with this matter," he said. Commissioners also discussed a possible advisory committee which would aid the commission in providing information and feedback concerning items in the comprehensive plan.

Commissioners discussed whether they would like this committee to be simply a group of citizens who are concerned for Duncan's wellbeing, or if it should form the group as an official

entity. The latter would hold regular meetings and fall under the Open Meeting Act. Commissioners agreed the committee should be formed and suggested they meet on a monthly basis. Those would mostly likely be in the week before planning commission meetings. Members would provide feedback and information regarding comprehensive plan implementation. “The goal of this committee is to not let us drag our feet and get us as much information quickly so we can start putting this stuff into effect,” Dewey said.

The final implementation of this committee could be decided at the commission’s next meeting. Finally, planning commissioner Mike Nelson announced he will step down from his position on the commission to take on his new role as a Duncan city councilor. “It’s been a great five years, it’s been a lot of fun,” Nelson said. “But since I have accepted this position, I must resign from the commission.” Nelson will be sworn in May 2 as the new city councilor for Duncan, Ward 2.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
March 23, 2011

Council deems two structures dilapidated – Own owner storms out of meeting
Author: *Unknown*

Housing was the word of the day for Duncan City Councilors Tuesday, as two properties were being considered, on appeal, to be dilapidated by the council. One discussion resulted in a property owner storming out of the council chambers. Duncan Community Development Director **Dana Schoening** first presented a piece of property at 301 W. Walnut. "My staff and I concluded that the structure was dilapidated and that something should be done with the structure," **Schoening** said. "And actually, this piece of property has two structures deemed dilapidated."

Pictures provided by **Schoening** show a house on the property with considerable roof and exterior deterioration as well as at least one window that had to be boarded up. The other structure, a shed which **Schoening** believes to have been some kind of shop at one point, showed serious structural damage as well as significant vegetation growth around and on the structure. "With these properties, if they are appealed, we typically look at the plan the property owner has for the property," **Schoening** said. "In the form sent to the property owners, there is a place to either sign and accept the terms of demolishing the structure, or they can sign for an appeal as well as include their plans for the property. "In this particular case, there was only a signature for appeal, but no plan for fixing the property attached."

The property owner, present at the meeting, said the property did have a tenant living in the home. The owner said the tenant is not paying any kind of rent, but is supposedly performing restoration work within the home as payment. However, **Schoening** indicated that utilities to the house have been shut off for some time, as a result of lack of payment dating back to as far as December of 2009. "There was one small payment in there with the promise of making up some of the cost, but nothing was ever done about it," **Schoening** said.

The property owner said he had nothing to do with the utility service on the property, stating that what the tenant's non-payment issues with the city's utility department are, don't concern him. "He didn't pay the utilities," the owner said, "and I'm not going to pay them for him." The owner said his current hardships prevented him from adequately performing updates to the home, and said he acknowledged the shed needed to be torn down in the back of the property. "But both structures are being considered dilapidated," vice mayor Michael Hale told the owner.

Schoening also cited several reoccurring items such as disabled vehicles and high grass and weeds on the property that also have previously needed a notice to be taken care of. "This property has come up several times over the last four years for several things," **Schoening** said. "It's a real blight in its neighborhood." After further discussion, the property owner stormed away from the podium at the front of the chambers and out the back door, telling councilors, "You all do what you want to do with it then, just send me the paperwork."

Councilors briefly discussed the situation of the property, but ultimately voted unanimously that the property be deemed dilapidated and set for demolition. Councilors also considered a property at 109 E. Walnut as a dilapidated structure. The owner submitted for an appeal, saying in his plan that he could have the home on the property repaired, but did not want to move forward with repairs if the council was just going to vote to have it torn down. “I don’t want to put money into something and just have the council say it has to be torn down,” the owner said. “I’m not going to waste money like that.”

He did express he has a background in construction, and just recently completed a piece of property in similar fashion with help from his family. He said he has supplies ready and the knowledge to fix the structure. “And it’s just now getting to be the kind of weather I can do this stuff in,” he said. “So if the council gives me the chance, I would like to take on the project of fixing the home up.”

Councilors toyed with the idea of allowing the property owner 30 days to begin work on the home, hoping to have a finished roof and at least the street side of the home in better shape. The property owner said he would rather have 60 days, but would make sure it happened in 30 days if the council so moved. **Schoening** added though, that this property had also come up several times before for similar violations. “Also, we’ve had to send notice for the grass and for the weeds,” **Schoening** said.

The owner did say that every time he received a notice, he took care of the situation, “But it was the fact that he had to be noticed all those times that worries me,” **Schoening** said. The owner said he would comply with whatever the council voted on, but restated he didn’t want to start on a project and put money into it, just to have it deemed dilapidated and torn down anyway. After discussion though, the council finally voted three to two that the property was to be considered dilapidated and torn down, with Hale and mayor Gene Brown voting against the end result. Brown wanted to emphasize that making the vote to deem these structures dilapidated was not made lightly. “These are some of the hardest things we have to do as a council,” Brown said. “It’s tough to make decisions like this.”

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
January 26, 2011

For the future – Councilors approve Duncan Comprehensive Plan
Author: *Kevin Kerr*

Tuesday marked the end of a 17 month process for Duncan Community Development Director **Dana Schoening** and the Duncan Planning Committee, as the Duncan City Council elected to approve and adopt the City of Duncan Comprehensive Plan. Since August of 2009, **Schoening**, along with Comprehensive Plan committee members and representatives from Ochsner Hare & Hare Planning Consultants have been meeting at least once a month to develop a 25 year plan for the future of Duncan and it's development. "We're really pleased with what we've come up with," **Schoening** told councilors. "We received a lot of input, a lot of community involvement, and think that we've come up with something that the community of Duncan can be happy with."

The comprehensive plan includes possibilities in future land use, transportation plans and housing improvements for the city of Duncan. Also, the committee entertained several ideas during a charette workshop for possible welcome signage on north and south Highway 81, and east Highway 7 coming into Duncan. "We feel really good about this plan," **Schoening** said, "and this is still just a plan. We will probably have to go to the planning committee for amendments to add or change some things."

Mayor Gene Brown said he attended several of the committee meetings and commended **Schoening** and other committee members for the hard work they put into the comprehensive plan. The item then went to a vote, and after a unanimous decision, the Duncan Comprehensive Plan was passed. Councilors also approved the I.A.F.F. (International Association for Firefighters) local 2929 contract for the 2011 fiscal year.

City Manager Jim Frieda said the item was tabled from the last council meeting to discuss and clean up some of the language in the contract. The version that councilors passed in Tuesday's meeting contains five main modifications:
- Members will be given the choice of continuing to receive overtime pay for holidays or receiving 24 hours time off for each holiday.
- An increase in uniform allowance from $475 per year to $500 per year.
- Filling the position of Assistant Chief and positions vacated due to promotion.
- Dropping the MedEncentive portion of the Health Insurance Program and changing the co-pay from $35 with a $30 reward opportunity, to a $20 co-pay once the MedEncentive program is dropped.
- Changing the payment per month for the shift training officer from $100 to $150.
These changes were accepted by the I.A.F.F.

An approval to request a grant for the proposed splash park at the Fuqua Park pool was also given the green light during Tuesday's meeting. In the 2011 fiscal year budget, $250,000 was

allotted for a splash park at this location, but only if the remaining funds needed for the splash park were provided by way of a grant. The council approved a Land and Water Conservation Fund Grant application to the Oklahoma Tourism and Recreation Department. **Schoening** said chances look good that Duncan could receive the grant. "We're pretty optimistic," **Schoening** said. "We met all the regulations pertaining to the criteria and I think we'll do well."

Schoening said should the grant go through, it would be sometime in the spring before the project would begin to take shape. The proposed project was estimated at $250,000 when it was first brought to councilors, but now has an estimated price tag of $500,000. Should Duncan not receive the grant, the city will not proceed with the proposed project until sufficient funds can be obtained.

Finally, councilors moved to renew a provision of city code pertaining to animals at large, but with some changes. Chapter 4 of the Code of City Ordinances states, "The condition of any animal that is neither enclosed within a building, fence or other enclosure of sufficient strength and construction to restrain and keep the animal within the building, fence or other enclosure, not securely restrained and under the physical control of a competent person by a leash or harness with hand hold."

City attorney David Hammond said this was renewed and amended 10-15 years ago to include cats. "It's always been about dogs, but cats were added," Hammond said. Complaints from animal control and police officers of controlling this item when it pertains to cats prompted the item to come before councilors Tuesday. "It's hard to keep a cat in your yard or on a leash," Hammond said to councilors. "It's just difficult to deal with." Hammond drew up a renewed version of the ordinance, but rescinded the portion pertaining to cats. Councilors agreed and unanimously passed the item.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
July 16, 2011

Planning for Duncan – Comprehensive Plan committee held open house Thursday night
Author: *Kevin Kerr*

The Duncan planning Committee for the 2010 comprehensive plan got to show off their progress Thursday as the group hosted an open house for the public at Duncan Middle School. Diane Binckley, senior planner member for Ochsner Hare & Hare (OH&H) greeted each person as they entered the room Thursday and explained what all would be happening during the evening presentation. She pointed to three different areas in the room and explained that each of the areas were for different areas of the plan that would be addressed. There was one for land development, one for housing and one for transportation.

Each area had maps and representatives from OH&H or participating affiliates to give information pertaining to that specific topic. Residents, city officials and other area representatives moved from place to place to take in as much information about the ongoing project as possible. There was also an area displaying the illustrations and possible plans for what Binckley called the city's "first impression." These consisted of welcome signs at the north, south and east entrances into Duncan as well as a possible archway over the entrance to downtown Main Street.

Duncan Community Development Director **Dana Schoening** said after the public got their first looks at these "first impressions" he got several phone calls from residents who liked what they saw. "There were however a few people that thought that didn't represent what they thought Duncan should represent," **Schoening** said. "But that's OK. We want to hear from the residents and the community about what they want."

The open house hosted Thursday night boasted close to 60 people, and **Schoening** was very pleased with the turnout from all aspects of the community. "There's a good representation of the community here," **Schoening** said. "There's some here that have been involved from the beginning and some that are maybe just now getting involved in the process."

Binckley gave a short presentation outlining what the committee had already done and what direction they were taking with certain topics. "This is meant as an introduction to what we've been doing if you haven't been participating with us yet," Binckley said.

Binckley explained that OH&H has had representatives and surveyors in Duncan that analyzed every street, property and alleyway in the city. They rated all housing on a scale of 1-4, one being excellent, and four being a dilapidated structure. Through their surveys, they found areas in Duncan that have houses that rank in the 3-4 range. Those neighborhoods are being strongly looked at by the housing plan for possible re-development.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

Jim Townsend, an associate aiding OH&H with the comprehensive plan, described Duncan's transportation plan, something **Schoening** previously said hadn't been done in many years. Townsend said the committee is developing a plan that will protect the community and will make people safer while they travel from point "A" to point "B" within the city. "We want this to be a tool so we know what the community wants in terms of mobility in Duncan," Townsend said.

Binckley then wrapped up the presentation portion of the open house and encouraged those attending to visit the different areas more and discuss what they want to know about the different plans and what they think should be done with those plans.

Schoening said the next step in the comprehensive plan is to move forward with economic development, public facilities and other areas of planning, as well as fine tuning the details regarding everything discussed at the open house. "Once we get everything worked up we'll take it to the planning committee, and then it will go to the city council who will give it the yay or nay," **Schoening** said. "We hope they approve what we come up with though." It's unknown when the committee will meet again to discuss the next phase of the project, but the committee hopes to have the entire plan ready for presentation later this year.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
December 8, 2009

Public meetings held for city plan
Author: *Kevin Kerr*

The first two of three public meetings regarding the city's general plan were held last night to crowds of enthusiastic people willing to dedicate a small amount of their time to help bring ideas to the table for the future of Duncan.

Both meetings were open to the entire community of Duncan, and those who attended were encouraged to discuss in groups what they thought were key points in where Duncan has it right, and where they thought the city could improve. Many topics were presented such as housing, transportation, economic development and youth retention, and many of the small groups came up with a good list of possible areas where they thought the city could use some improvement.

Diane Binckley, senior planner member of Ochsner Hare & Hare (OH&H), conducted the meeting held at Chisholm Trail Church of Christ, while Duncan Community Development Director **Dana Schoening** ran the second meeting at Antioch Baptist Church. Both meetings saw a group of people with many good ideas.

One of the bigger topics discussed was youth retention in Duncan. Even though this particular topic had its own group of people working on it, most of the other groups seemed to lean in the favor of retaining a younger population. Ideas such as bringing in more high tech jobs and more activities geared toward that particular demographic seemed to pop up in almost every group.

Community member Betty Greer spoke very passionately about wanting the people of Duncan to come back here when they finish college. "We want people to come here and say 'Wow, look at Duncan,'" Greer said while presenting their ideas to the other groups. **Schoening** said that even though the crowds were smaller than he thought they would be, they did get a lot of good information from the people that attended. "We got some real good ideas that we'll have to look at very seriously," **Schoening** said. "These meetings are meant to hear from the community, and the information we get from these public meetings is going to be real valuable in what we decide to do.

There is another public meeting today at the Duncan Library annex building from 11:30 a.m. to 1 p.m. regarding the same topic. **Schoening** and Binckley both encourage people who couldn't make the Monday night meetings to attend the mid-day meeting. "We want to produce something that is supported by the citizens of Duncan," **Schoening** said, "otherwise it would be hard to implement it and get the people to get behind it."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
November 18, 2009

Dilapidated structures removed from neighborhoods
Author: *Kevin Kerr*

Some neighborhoods in Duncan have recently been given a bit of a facelift as several dilapidated structures have been removed and replaced by a cleared lot. In September, the City Council gave the go-ahead to proceed with the demolishing of the eight structures within the city limits, and in October, the buildings were leveled. "Normally this is a week-long process," **Dana Schoening**, Community Development Director said, "but with the extended periods of rain we got, it took close to three weeks to finish the project. "There should be nothing left now but a pile of dirt and a cleared lot." **Schoening** said normally there will be two of these types of projects throughout the year, and expects to begin on another similar undertaking in late December or early January.

The city will usually consider around 20 structures that they deem dilapidated and need to be demolished. However, not all of those structures will usually be demolished. "If we look at twenty structures, only ten or twelve will actually be demolished by the city," **Schoening** said. He said that four or five of the structures will normally be taken care of by the owner. , and another three or four structures, the owners will actually have plans for the building. "We like it when they do it themselves," **Schoening** said. "It's at their expense, as it should be, and doesn't cost the city."

Schoening said that with these structures gone, neighborhoods will usually see an improvement, and neighbors will sometimes do some cleaning of their own to their own properties. He said taking these structures out will improve the value of the neighborhoods as well. "People will put on new siding, and do some needed landscaping," **Schoening** said. "It will be a benefit for the people and their property value." **Schoening** said that this is also a good thing for the city as it keeps it looking clean, something that he said Duncan does a lot more of than some other cities. "We try to get rid of those blighting influences around town," **Schoening** said. "We're kind of aggressive in that area, in keeping the city looking clean."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 15, 2009

City begins effort for new General Plan
Author: *Kevin Kerr*

Community Development Director **Dana Schoening** said that the City of Duncan has begun its process in reassessing and developing a new General Plan for the city. "It used to be about every 10-15 years," **Schoening** said, "but with the speed at which things are changing and trends are changing, it should probably be about every five to seven years now."

Duncan's last General Plan was finished in 1997, and issues such as the sewage situation north of town, the Bobby Green Memorial Highway changing traffic flow, and several other things have prompted the city to make these plans now. "It has changed the development areas," **Schoening** said.

Public hearings and city meetings will be scheduled that all community members are encouraged to attend to address certain items. Also, a Web site will be launched that will allow community members to read and assess the possible ordinances and situations with the new General Plan and to comment on them on the Web site as well as being able to attend the meetings. "That's a new one for me, but other communities have used them successfully," **Schoening** said.

One of the bigger items being addressed in the new General Plan is a Transportation Plan, something Duncan hasn't had since 1967. **Schoening** said this came about with the bypass being changed. Mostly, he said, the transportation plan is going to focus on public safety and the welfare of the communities that are affected in possible new development areas. Plans are currently under way, and the new General Plan has just begun its efforts. "Normally these things are projected to take between nine and 12 months," **Schoening** said.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
December 26, 2008

Leadership Duncan winding down
Author: *John Walker*

With more than half of the classes for Leadership Duncan Class XIII done and over with, graduation may be near, but the learning is far from over. This class began meeting in August this year and has met every second Tuesday of the month since to analyze, discuss and practice different facets of leadership in the Duncan community.

While some of the 19 students will gravitate toward one class more than others, each class brings its own unique challenges and opportunities. Regardless, in order to be a part of the class, each student is required to attend all of the classes held. "What is most important is what happens after the class ends," said Susan Camp, who is on the committee that brought the class back from a 13-year hiatus. "Will the students use what they have learned in the community or not?"

Although the answer to that question is an unknown until after the class officially ends in May, Camp said she is encouraged for the future because of the support of the committee for the program and the response from the students. "The class is very engaged," Camp said. "They want to do great things."

At the end of the all-day class, the students part ways and are able to use what they learned in their own spheres until the next class. "They like to engage in problem solving about the community," Camp said. "We just wish we had more hours to each class." December's class was an all-day experience learning about education and its role in society on the local level. Next month's class will cover local government proceedings.

One of the things the class will learn about is trusteeship and what it means to be on a board of directors for an organization, Camp said. "They will discuss what the responsibilities are and what should be asked before accepting a position on a board," she said. During each class, the students, who are all adults involved in the community in some capacity, are given a role-playing task or exercise to perform which is designed to help them better understand different facets of leadership in the community. "We try to give the class real problems in the world," Camp said.

For the local government class, the students will work their way through a zoning exercise designed and led by **Dana Schoening**, who is also a member of the leadership class. While **Schoening** is still planning the details of the role-playing exercise, he is excited to see it in practice. "It should give the students an idea that there is a process that must be done before zoning," he said. "It will be general enough that they can be creative, but it will also challenge them, as well."

This exercise is not quite a unique experience for **Schoening**, as it is commonly a part of his job working in the planning department of the City of Duncan. While each class may not have

related to **Schoening's** day-to-day routine as much as the upcoming local government class, he does feel that each class so far has helped him in his job performance. "They've all been good classes," he said. "I've learned things I thought I already knew, which has been true for almost every class."

The result is that **Schoening** feels the classes have helped him think a little differently in the real world and given him a little broader perspective on what he is doing every day. "Most of all, it has helped me see how my world fits in with the rest of the world," he said. "But the greatest experience I've had is just getting to know the other members of the group and seeing us becoming a team."

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
November 25, 2008

Stakeholders selected for planning commission process
Author: *Derrick Miller*

Duncan could be getting a leg up in development. The plan is already being put into motion. During Nov. 18's regular meeting, the Duncan Municipal Planning Commission continued its discussion of the comprehensive-planning process for the Duncan community. Community Development Director **Dana Schoening** said, "It's mainly city planning and development. It involves everything in city planning."

Last month, the commission began discussing what kind of groups should be included in the planning process. When members met Nov. 18, **Schoening** had a list of names and groups to serve as stakeholders in the project. The purpose of the stakeholders is to gather in a public forum to identify issues needing to be addressed. The public forum is slated for Jan. 22.

It has been 11 years since a comprehensive plan has been established. Concerns in 1997 might not apply to the situation of the City of Duncan today. The planning process will not only highlight areas needing to be focused on, but set long-term goals to be achieved within 15 to 20 years. To achieve these items, the stakeholders will assess the future to determine upcoming needs, set goals and objectives, and formulate policies that direct future development consistent with that vision.

The list of stakeholders included 28 groups and organizations, from the Duncan City Council to Duncan Public Schools to the planning commission. None of the groups listed has been contacted, **Schoening** said. Because many of the people chosen to represent the community as stakeholders serve on committees and councils together, agendas will be posted for each group involved, as with dealing with the Open Meeting Law.

Aside from discussing and approving the list of stakeholders, the planning commission also approved rezoning the property located at 1702 W. Oak from single-family residential zoning to neighborhood commercial zoning. **Schoening** said commercial operations have been present in the area in the past. He said it would allow for more development in the area. Thirty-three notices were sent out, and no opposition was received.

Internet – Newspaper Archives Searches
Dana Louis Schoening
(Articles are in reverse chronological order)

The Duncan Banner (OK)
September 18, 2003

Duncan asked to help city spend more wisely
Author: *Unknown*

Residents here are being asked to help the city set spending priorities over the next three budget years. It's hoped that an analysis of surveys mailed recently to some 12,000 households in Duncan eventually will help give city decision-makers a clearer picture of how residents would like to see the city's money spent, said **Dana Schoening**, Duncan's community development director. "What the survey has is a list of items that we're asking the citizens to check," **Schoening** said. "For instance, we listed street improvements, street signage and lighting improvements, housing rehabilitation and other capital improvement projects, and we also left space for them to fill in their own ideas and priorities for the city. But we're asking them to check only five."

Schoening said the more times an item is found to be selected by residents in surveys, the more weight that item will be given in the analysis to be prepared by city staffers for the city council. "Ultimately, the city council gets all the information and they are the decision-making body," he said. **Schoening** said he wasn't aware of any similar surveys conducted in Duncan in the past. "I'm not aware if we've done it before, (but) everybody realized from the staff standpoint that it was something good to do," he said.

Costs of conducting the survey have been negligible. **Schoening** said he couldn't say how much time the city staff put into preparing it, but the actual printing of the survey was completed for only a few hundred dollars and surveys were mailed out along with city utility bills, so there were no significant mailing costs. "Absolutely, I think the benefits are going to outweigh the costs of doing it," he said. "It's something I think the council can really hang their hat on when they're making decisions." He said the city already has received some surveys back, though it's too early to begin any analysis. "We are receiving surveys and are inputting results," he said. "I'd like to see 100 percent response. Realistically, that won't happen but the more the better. It's a planning tool and the people who stand to gain the most from this are Duncan residents."

Research Compiled by: Amanda Dillabough
Colin Baenziger & Associates

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Section 11

Derek R. Scrapchansky

Juno Beach Town Manager Candidate Report

Section 11

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Cover Letter and Resume

Derek Scrapchansky

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May 7, 2026

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

Dear Honorable Mayor and Members of the Town Council,

I am pleased to submit my application for the position of Town Manager for the Town of Juno Beach. Throughout my career, I have had the privilege of serving coastal communities where preserving community character, maintaining fiscal discipline, investing in infrastructure, and protecting quality of life were fundamental priorities. Those same values are evident in Juno Beach today.

As Town Manager of Topsham, Maine, and previously Assistant Town Manager in Brunswick, Maine, I worked closely with elected officials, staff, residents, and community stakeholders to provide responsive local government services, implement long-range planning initiatives, and maintain strong financial management. During my tenure, the Town reduced its net property tax commitment by 2.5%, reduced debt service obligations by 85%, and experienced significant growth in municipal valuation while continuing to invest in infrastructure, economic development, and municipal services.

My municipal experience is complemented by more than 24 years of service as a United States Navy Officer, retiring at the rank of Commander. Both my military and municipal careers reinforced the importance of preparation, accountability, collaboration, and calm decision-making during routine operations and periods of uncertainty.

What attracts me to Juno Beach is its commitment to preserving the qualities that make it unique. In a region experiencing significant growth and redevelopment pressure, the Town has remained focused on protecting its coastal character, natural environment, and quality of life. The redevelopment, resiliency, and infrastructure decisions being made today will help define the future character of the community. Throughout my career, I have helped organizations navigate change without losing sight of the qualities that made them successful in the first place.

I would welcome the opportunity to work with the Council, staff, and residents to address the challenges facing Juno Beach while preserving the values and character that make the community special. Thank you for your time and consideration. I look forward to the opportunity to discuss how my experience and leadership may contribute to the Town's continued success.

Respectfully,

Derek Scrapchansky

Derek Scrapchansky

9433 Meadowood Dr. Fort Pierce, FL 34951 (904) 860-8808 dkscrap3@gmail.com

EXECUTIVE PROFILE

Strategic municipal executive and retired U.S. Navy Commander with 30+ years of leadership managing complex public organizations, multimillion-dollar budgets, and long-range community development. Experienced in fiscal stewardship, organizational efficiency, employee development, comprehensive planning, infrastructure modernization, coastal resiliency, and economic development. Recognized for building high-performing teams, developing and managing budgets, securing federal and state grants, and fostering consensus among elected officials and regional partners.

CORE COMPETENCIES

Municipal Leadership | Budget Planning & Fiscal Accountability | Comprehensive Plan Implementation | Economic Development & TIF Administration | Hazard Mitigation | Federal & State Grant Administration (CDBG) | Capital Improvement & Infrastructure | Labor Relations & Collective Bargaining | Personnel Development | Emergency Management | Stakeholder Engagement | Organizational Performance

PROFESSIONAL EXPERIENCE

Private Investment Management/Florida Relocation | 2024 – Present
Managed personal investment and real estate interests while evaluating opportunities to return to public service.

Town Manager / Treasurer | 2020-2024
Asst. Town Manager | 2018-2019
Town of Topsham, Maine

Chief executive officer responsible for full-service municipal administration, treasury operations, economic development strategy, comprehensive planning implementation, workforce housing initiatives, and federal grant program oversight.

Executive Administration & Municipal Operations

- Directed operations across 13 municipal departments with 200+ employees and a $29.6 million budget.
- Led the municipality during the COVID-19 pandemic. Successfully coordinated with numerous state and local agencies to ensure public safety and health, commerce, and citizen needs were priority.
- Negotiated collective bargaining agreements while maintaining workforce stability and fiscal responsibility.

Municipal Finance & Treasury Leadership

- Reduced net property tax commitment by 2.5% while improving services to residents. During this period, municipal valuation increased by approximately 30%.
- Reduced debt service obligations by 85% through fiscal restructuring, and improved capital planning.
- Directed an implementation of municipal-wide fiscal management software improving transparency and operational efficiency.

Comprehensive Planning, Coastal Resiliency & Growth Management

- Led development, update, and implementation of the Town's Comprehensive Plan. Directed stakeholder engagement, neighborhood meetings, and public workshops to ensure plan adoption and implementation aligned with long-term community sustainability goals.
- Collaborated with regional, state, and federal agencies to secure funding and technical assistance that resulted in mitigating risk to infrastructure, road, and home damage along the Androscoggin River.

Economic Development, Redevelopment, & Tax Increment Financing (TIF) District Leadership

- Directed municipal economic development strategy including management and administration of 9 active TIF districts.
- Coordinated public-private partnerships and redevelopment initiatives increasing property valuation and business investment while maintaining community character.
- Supported land use, development review, and zoning initiatives to encourage investment in small businesses and community upgrades while maintaining community character.

Grant Administration & Community Development

- Managed grant applications, procurement compliance, environmental review processes, and performance reporting of federal and state grant programs including Community Development Block Grants (CDBG).
- Secured funding for local business expansion, infrastructure improvements, and public facility upgrades.

Assistant Town Manager
Town of Brunswick, Maine | 2015 – 2017

- Oversaw daily operations of a 230-employee municipal organization serving over 22,000 residents.
- Assisted with administration of a $63 million municipal budget.
- Directed capital improvement planning, facilities management, IT operations, and human resources functions.
- Supported procurement oversight including RFP development, bid evaluation, and contract administration.

Military Service
United States Naval Flight Officer| United States Navy (Commander - Retired) | 1991 – 2015

Senior operational leader directing large-scale aviation, security, logistics, and strategic program operations supporting national defense missions. Combat Veteran with operational leadership experience supporting military campaigns in Bosnia, Kosovo, Iraq, and Afghanistan.

Key Leadership Assignments:

Operations / Force Protection Director – Carrier Strike Group Eight (USS Dwight D. Eisenhower)

- Directed operational planning and force protection for 12 ships, 84 aircraft, and 9,000 personnel.
- Led the planning and execution of operations within a $2B operating budget while safeguarding assets valued at over $30B.
- Led multi-agency coordination for nationally recognized public and security operations including Fleet Week New York 2014 and the 2014 Baltimore Star Spangled Banner Spectacular.

Director of New Technologies – Commander, Patrol and Reconnaissance Group

- Led integration of advanced technologies across fleet aviation operations serving 8,300 personnel.
- Coordinated with Pentagon leadership, fleet commands, and major defense contractors.
- Oversaw implementation of classified programs in the Maritime and Patrol Reconnaissance Fleet.
- Streamlined operations achieving over 50% cost savings in workforce and facility requirements.

Operations Director – Patrol Squadron 26

- Directed operations for 400+ personnel and $750 million in aviation assets supporting combat deployments.

EDUCATION

- Master of Business Administration | Embry-Riddle Aeronautical University | Daytona Beach, FL | 1998
- Bachelor of Science, Economics | University of Connecticut | Storrs, CT | 1990
- National Security & Strategic Studies | Air War College | Maxwell Air Force Base, Alabama | 2005

PROFESSIONAL AFFILIATIONS

- International City/County Management Association (ICMA)
- Maine Town & City Managers Association | Maine Local Government Human Resource Association
- Served on the Board of Directors for the following organizations: MidCoast Maine Council of Governments | Sagadahoc County Administrators | Topsham Development, Inc. | MidCoast Hospital Board of Incorporators

Candidate Introduction

Section 11

DEREK SCRAPCHANSKY

EDUCATION

- Master of Business Administration (MBA) | Embry-Riddle Aeronautical University
- Bachelor of Science, Economics | University of Connecticut
- National Security and Strategic Studies | Air War College

EXPERIENCE

- Town Manager/Treasurer, Topsham, Maine | 2018–2024
- Assistant Town Manager, Brunswick, Maine | 2015–2017
- United States Naval Officer | 1991–2015

BACKGROUND

I most recently served as Town Manager and Treasurer for Topsham, Maine, a growing Midcoast community of approximately 10,000 residents. The organization consisted of approximately 200 full and part-time employees, including 13 department heads. The Town operated with a general fund budget of approximately $14.5 million and a total municipal budget of $29.6 million.

During my tenure, the Town reduced its net property tax commitment by 2.5%, reduced debt service obligations by 85%, and experienced approximately 30% growth in municipal valuation. The Town also updated its Comprehensive Plan, expanded commercial and housing development opportunities, invested in critical infrastructure, and strengthened long-term resiliency while improving municipal services.

Topsham has become an attractive destination for businesses, retirees, and residents due to its low property taxes, access to highways, proximity to the coast, Bowdoin College, LL Bean, Bath Iron Works, and nearby recreational opportunities. Like many growing communities, Topsham faces challenges associated with an aging population, workforce shortages, rising housing costs, and increasing demand for infrastructure and services. To address these issues, the Town has focused on attracting and retaining employees, investing in critical infrastructure such as water, sewer, roads, and broadband, and expanding housing opportunities to support economic growth and long-term community sustainability.

GENERAL, MANAGEMENT STYLE AND EXPERIENCE

What attracts me to Juno Beach is its commitment to preserving the qualities that make it special. In a region experiencing significant growth and redevelopment pressure, the Town has remained

focused on protecting its coastal character, natural environment, and quality of life. The redevelopment, resiliency, and infrastructure decisions being made today will help define the future character of Juno Beach. Throughout my career, I have helped communities navigate change without losing sight of the qualities that made them successful in the first place. The opportunity to work with the Council, staff, and residents to address those challenges while preserving the character and values that define Juno Beach is what makes this position particularly meaningful to me.

My management style is built on accountability, communication, and results. Throughout my career as a United States Naval Officer and municipal executive, I have learned that successful organizations are driven by people who understand expectations, feel valued, and are empowered to do their jobs. I believe in building strong teams, maintaining open communication, and creating a culture where employees are supported and held accountable.

I am collaborative by nature and value input from staff, residents, and elected officials, but I am also comfortable making tough decisions when circumstances require it. My role is to provide clear direction, remove obstacles, and ensure the organization remains focused on delivering high-quality services and achieving the Council's goals. Above all, I strive to provide steady leadership, particularly during periods of change, uncertainty, or challenge.

I believe my staff would describe me as accessible, fair, and consistent. They would know I expect accountability and professionalism, but they would also know I am willing to listen, support their efforts, and provide the resources necessary for success. I believe people perform best when expectations are clear and they are given the authority and support to succeed.

I believe elected officials would describe me as prepared, candid, and dependable. They would know I provide objective recommendations, communicate openly, and respect the distinction between governance and administration. They would also know I am committed to implementing Council priorities professionally and effectively while ensuring they have the information necessary to make informed decisions.

One of my greatest strengths is my ability to remain calm and focused during complex or high-pressure situations. Whether managing severe storms, the COVID-19 pandemic, major development projects, or military operations, I have learned that people look to their leaders for stability, communication, and direction.

I tend to ask a lot of questions. I like to understand the history, context, and potential impacts of an issue before making a recommendation. Some would probably tell you that if they bring me a problem, they should expect a few follow-up questions. While some may view that as digging a little deeper than necessary, I have found that a few extra questions up front often lead to better decisions and fewer surprises later.

Section 11

DEREK SCRAPCHANSKY

Throughout my career, I have used performance measures related to fiscal management, operational efficiency, service delivery, customer satisfaction, and strategic planning. I utilize SMART metrics, resident feedback, and operational benchmarking to support accountability, resource allocation, and informed decision-making.

One of the most impactful and innovative initiatives implemented was the integration of prescribed paramedic services within the Town's Fire Department. By providing preventative and follow-up care to residents, the program reduced unnecessary EMS responses and emergency room visits, improved community health outcomes, and demonstrated how innovative local government services can enhance quality of life while reducing overall healthcare costs.

Another innovative and meaningful accomplishment in my previous position was establishing a partnership between Bowdoin College and the Town of Topsham, Maine to create a fully college-funded municipal internship program. The program provided students with direct experience in local government operations while supporting important Town initiatives and cultivating future interest in public service. The program continues today and reflects my commitment to mentorship, workforce development, and building long-term organizational capacity.

I have extensive experience managing emergency preparedness, continuity of government operations, and large-scale storm response in both municipal government and the United States Navy. As Town Manager of Topsham, Maine, I led the community through severe winter storms that regularly impacted transportation systems, utilities, public safety operations, and municipal infrastructure, often resulting in prolonged power outages and hazardous conditions. These events required coordinated planning involving public safety agencies, utilities, public works, emergency shelters, equipment readiness, emergency communications, and continuous public outreach before, during, and after storm events. I also managed the Town before, during, and after the COVID-19 pandemic, ensuring continuity of government operations, adapting municipal services, coordinating emergency funding programs, and maintaining essential public services throughout rapidly changing conditions. My military experience further strengthened my ability to lead during high-pressure situations involving operational planning, logistics, security, and emergency response, including directing large-scale national events and managing Carrier Strike Group force protection operations. These experiences reinforced the importance of preparation, communication, calm decision-making, and strong regional partnerships, principles directly applicable to hurricane preparedness, emergency management, and continuity of operations responsibilities in Juno Beach.

One of the most significant leadership experiences in my career was directing the planning and successful execution of the 2014 New York Fleet Week while serving in the United States Navy. The assignment required coordinating more than 3,000 personnel from 37 federal, state, and New York City organizations while managing a $4 million operational budget in one of the nation's most complex and visible environments. Following the cancellation of the previous Fleet Week

due to federal sequestration, our team successfully rebuilt stakeholder confidence through strategic planning, operational coordination, and strong intergovernmental relationships, ultimately executing more than 130 public outreach and community events viewed by millions of people.

One of the most valuable lessons I learned as a municipal manager occurred during the initial rollout of CARES Act funding in 2020. Due to a short application window and rapidly changing circumstances, Topsham was unable to participate in the first round of available funding. I immediately informed the Select Board, accepted responsibility, and prepared the organization for future opportunities. When additional funding became available later that year, the Town successfully secured its maximum grant award. The experience reinforced the importance of accountability, preparedness, communication, and maintaining focus during rapidly evolving situations.

I believe effective employee management requires clear expectations, communication, accountability, coaching, and professional support. While never enjoyable, I have had to terminate employees when performance or conduct issues could not be resolved through coaching, training, or progressive action. I approach those situations professionally, respectfully, and consistently, recognizing the impact on the individual while also protecting the organization and maintaining service standards.

The challenges facing the next Town Manager of Juno Beach will involve managing growth, redevelopment, and infrastructure needs while preserving the qualities that make the Town unique.

- Redevelopment activity along the U.S. 1 corridor, including The Dunes at Juno Beach, the Florida Power & Light campus, and the Waterford property, will require balancing private investment with the community's desire to maintain its small-town character, protect neighborhood compatibility, manage traffic impacts, and preserve environmental resources. These decisions are becoming more difficult as state legislation such as the Live Local Act continues to reduce local control over development standards and land use decisions.

- The Town will also continue refining its long-term vision through implementation of its Strategic Plan and Master Development Plan. Discussions regarding code and redevelopment compatibility demonstrate that residents care deeply about how future development fits within the existing character of the community. Ensuring redevelopment decisions remain consistent with the Comprehensive Plan while responding to changing market and regulatory conditions will remain an ongoing challenge.

- From an operational perspective, stormwater management, drainage improvements, coastal resiliency, emergency preparedness, Pelican Lake restoration, and long-term

infrastructure maintenance will continue competing for limited financial resources. As costs rise and regulatory requirements become more complex, maintaining a transparent budget, clearly defined capital priorities, and long-range financial planning will be essential.

- The Council has also recently discussed matters involving operations, financial transparency, records management, and the potential impacts of state legislation on Building Department reserves. These issues reflect the growing complexity of municipal administration and the importance of responsive service and sound fiscal management.

During the first six months, my efforts would focus on building relationships and establishing clear communication with the Town Council, staff, residents, and regional stakeholders. Key areas of focus would include:

- Reviewing the Town's budget, capital improvement program, staffing structure, contractual obligations, and major projects to ensure alignment with the Comprehensive Plan and Council priorities.

- Presenting a transparent, easy-to-understand budget supported by a clearly organized chart of accounts that communicates operational costs, capital investments, reserve allocations, and long-term financial obligations.

- Establishing strong working relationships with Palm Beach County, emergency management officials, public safety agencies, utilities, and regional partners to support coordinated hurricane preparedness, emergency response, and continuity of operations.

- Establishing a management approach centered on accessibility, responsiveness, and support for the Town Council's policy direction.

I believe proactive communication is essential to maintaining public trust. I work professionally with media organizations to ensure accurate and timely information is available to residents and stakeholders. I prefer concise, factual communication and believe municipal social media platforms should be used as informative and professional tools that avoid unnecessary controversy or bias.

If selected as a finalist in Juno Beach, I am not aware of anything that would embarrass the Town of Juno Beach or impact my candidacy for the position.

In my spare time, I enjoy golfing, pickleball, tennis, skiing, attending community events, and being with family and friends.

Section 11

DEREK SCRAPCHANSKY

SIX ADJECTIVES OR PHRASES I WOULD USE TO DESCRIBE MYSELF

- Collaborative
- Ethical
- Dependable
- Decisive
- Fiscally responsible
- Calm under pressure

REASON FOR DEPARTING PREVIOUS POSITION

My decision to leave was driven by my family's desire to return to Florida. Since relocating, I have managed personal investments and remained engaged in local government and community issues while identifying the right opportunity to return to public service. Juno Beach represents the type of community and professional opportunity I have been seeking.

MOST RECENT SALARY

My compensation in my previous position was approximately $170,000 annually.

Section 11

CB&A Background Checks

Background Check Summary for
DEREK ROBERT SCRAPCHANSKY

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
St. Lucie County, FL	No Records Found
Sagadahoc County, ME	No Records Found
Cumberland County, ME	No Records Found
City of Norfolk, VA	No Records Found
State	
Florida	No Records Found
Maine	No Records Found
City of Norfolk, VA	No Records Found

Civil Records Checks:

County	
St. Lucie County, FL	No Records Found
Sagadahoc County, ME	No Records Found
Cumberland County, ME	No Records Found
City of Norfolk, VA	No Records Found
Federal	
Florida	No Records Found
Maine	No Records Found
City of Norfolk, VA	No Records Found

Motor Vehicle	
Florida	No Records Found
Credit	Excellent
Personal Bankruptcy	No Records Found
Sex Offender Registry	Not Listed
Education	Confirmed
Employment	Confirmed
Social Media	Nothing of Concern Found

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Background Check Summary for
DEREK ROBERT SCRAPCHANSKY

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

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Background Check Summary for
DEREK ROBERT SCRAPCHANSKY
Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: DEREK SCRAPCHANSKY

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ☑
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ☑
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No ☑
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☑
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☑
6. Have you ever been charged with driving while intoxicated, driving under the influence, operating a vehicle impaired, or a similar offense?
   Yes ☐ No ☑
7. Have you ever sued a current or former employer?
   Yes ☐ No ☑
8. Please list all your social media accounts (Facebook / X (Twitter) / Instagram / LinkedIn, etc.) and your personal web page if you have one. LINKED IN FACEBOOK
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
   Yes ☐ No ☑
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant. N/A

Attested to: _____
Signature of Applicant

CB&A Reference Notes

Reference Notes
Derek Scrapchansky

Kristine Logan - Partner, Midcoast Regional Redevelopment Authority, ME 207-798-1642

Ms. Logan has known Mr. Scrapchansky for approximately ten years through his work as an economic development professional for the Town of Topsham, Maine. She also worked with him on development initiatives associated with the redevelopment of the former Naval Air Station and observed his work on numerous projects involving multiple stakeholders and community interests. Mr. Scrapchansky consistently demonstrates strong job performance. He is collaborative, easy to work with, and focused on achieving successful outcomes. He brings creative ideas to the table, encourages input from others, and remains open to alternative perspectives. Rather than focusing solely on his own ideas, he incorporates the contributions of others and works toward solutions that benefit the organization and community. His professional approach fosters cooperation and helps move projects forward effectively.

One of Mr. Scrapchansky's most notable qualities is his ability to remain even-keeled under pressure. He handles stressful situations calmly and maintains a steady demeanor regardless of circumstances. He makes sound decisions and approaches challenges thoughtfully and pragmatically. His communication and interpersonal skills are strong, allowing him to build productive relationships with colleagues, elected officials, business leaders, and residents. He communicates openly and directly, including when delivering difficult information, and advocates for transparency with the public. Mr. Scrapchansky functions as an innovative leader, change agent, and high-performing manager. He routinely looks beyond traditional approaches, explores new ideas, and remains willing to implement creative solutions when circumstances require them. He does not settle for maintaining the status quo and continuously seeks opportunities to improve operations and outcomes. His inquisitive nature and willingness to consider different viewpoints contribute to effective problem-solving and collaborative decision-making.

Throughout their professional relationship, Mr. Scrapchansky consistently kept stakeholders informed through emails, telephone conversations, and in-person meetings. He values communication and ensures that individuals affected by projects or decisions receive timely and relevant information. His leadership style emphasizes teamwork, inclusion, and engagement rather than simply managing processes from behind a desk. Mr. Scrapchansky demonstrated these leadership qualities during a major bridge replacement project connecting Topsham and Brunswick. He coordinated efforts among multiple stakeholders to ensure construction of the new bridge proceeded with as little disruption to the community as possible while balancing the interests of both municipalities. His collaborative approach helped move the project forward successfully and contributed to the near completion of the bridge replacement and demolition of the former structure.

Community engagement remains an important aspect of Mr. Scrapchansky's professional approach. He maintains a visible presence in the community, regularly attends meetings, and represents the organization effectively. He works well with residents in both one-on-one and group settings and demonstrates a strong customer-service orientation. He listens carefully to

concerns, makes people feel heard, and works to ensure stakeholders understand both challenges and opportunities facing the organization.

Mr. Scrapchansky also demonstrates sound financial judgment. He approaches fiscal matters conservatively while remaining creative in identifying opportunities and solutions. He focuses on the positive aspects of change, helps others understand the reasons behind necessary decisions, and balances innovation with fiscal responsibility. He completes assignments promptly and demonstrates patience when navigating governmental processes and decision-making timelines. Mr. Scrapchansky functions effectively in environments involving multiple elected officials with differing priorities and viewpoints. His experience working with numerous committees and stakeholder groups demonstrates his ability to build consensus, maintain productive working relationships, and navigate complex governance structures. His collaborative nature and commitment to communication contribute to successful interactions with elected officials and community leaders.

Ms. Logan is unaware of any controversies involving Mr. Scrapchansky and knows of no personal or professional conduct issues that would create concern for a future employer. She is not aware of anything in his background that would prove embarrassing if subjected to public scrutiny. She would hire Mr. Scrapchansky without hesitation and believes he will be an excellent Town Manager. His ability to build teams, make people feel valued, and create an environment where individuals feel heard, supported, and appreciated positions him well for continued success in local government leadership.

Words or phrases used to describe Derek Scrapchansky:

- Even-keeled,
- Collaborative,
- Out of the box thinker,
- Inquisitive,
- Good listener, and
- Honest.

Strengths: An innovative and collaborative local government professional who remains calm under pressure, communicates effectively with diverse stakeholders, and builds strong teams focused on achieving shared goals.

Weaknesses: None identified.

Jim Blaicamp - News Reporter and Radio Host, WCME Radio, ME 207-729-9949

Mr. Blaicamp has known Mr. Scrapchansky for approximately five years through his work as a news reporter covering municipal government and public affairs. During Mr. Scrapchansky's tenure as Town Manager in Topsham, Maine, Mr. Blaicamp regularly observed his leadership,

public interactions, decision-making, and management of municipal operations. Mr. Scrapchansky's job performance stands out as above average. He brings a strong professional background to local government and consistently demonstrates intelligence, knowledge, organization, and professionalism. His interpersonal skills distinguish him as an effective leader who builds productive relationships with employees, elected officials, residents, and community stakeholders. He combines a strong work ethic with an engaging personality and sense of humor, allowing him to communicate effectively while maintaining credibility and trust.

Decision-making represents one of Mr. Scrapchansky's greatest strengths. He approaches issues thoughtfully, makes sound judgments, and consistently focuses on practical solutions. He responds to challenges in a low-key, resolute manner and works proactively to prevent problems from escalating into larger issues. His ability to anticipate challenges and address them early minimizes unnecessary conflict and contributes to organizational stability. He demonstrates innovation and resourcefulness while maintaining a high-performing organization. He embraces change when circumstances warrant it but avoids unnecessary disruption in areas that already function effectively. His approach balances progress with stability, allowing improvements to occur without sacrificing organizational effectiveness. He remains focused on results and consistently seeks practical ways to enhance operations and service delivery.

Mr. Scrapchansky's leadership style is proactive and collaborative. Rather than managing solely from behind a desk, he actively engages with employees and motivates teams to achieve organizational goals. He demonstrates strong leadership skills while maintaining a low-key and approachable demeanor. His ability to build consensus and avoid unnecessary conflict contributes to positive workplace relationships and effective organizational performance. Mr. Scrapchansky's talent for personnel decisions became evident during the recruitment of a new Police Chief in Topsham. Following the resignation of a long-serving chief, he successfully recruited a highly respected law enforcement professional with deep roots in the community. The appointment provided continuity, credibility, and strong leadership for the department while reinforcing community confidence in local government.

Community engagement remains an important component of Mr. Scrapchansky's management approach. He maintains a visible presence throughout the community and regularly attends public meetings and events representing the organization. He demonstrates strong public speaking abilities and communicates effectively in both individual and group settings. His presentations before the Topsham Select Board reflected thorough preparation, professionalism, and a clear understanding of municipal operations. Mr. Scrapchansky is highly responsive to residents and demonstrates a strong customer-service orientation. He listens carefully to concerns, addresses issues directly, and works to ensure residents receive timely and accurate information. His diplomatic approach allows him to navigate complex situations while maintaining positive relationships with diverse groups of stakeholders. This ability to balance competing interests contributes to successful public engagement and effective governance.

Financial management also reflects one of Mr. Scrapchansky's strengths. During his tenure in Topsham, the Town maintained its reputation for conservative fiscal management and avoided

significant tax increases while continuing to provide quality services. His understanding of municipal finances supports responsible decision-making and long-term organizational stability. Mr. Scrapchansky consistently completes assignments in a timely manner and demonstrates both patience and responsiveness. He understands that governmental decision-making can require significant deliberation, yet he does not allow issues to linger unnecessarily. He remains attentive to emerging concerns and works diligently to move projects and initiatives forward. His ability to function effectively within a governance structure involving multiple elected officials has been thoroughly demonstrated throughout his municipal management career. In Topsham, he worked successfully under the oversight of the Select Board while operating in a highly visible public environment. He consistently displayed thorough knowledge of municipal issues and maintained a high level of preparedness. Questions from elected officials and residents received prompt, informed, and well-reasoned responses.

Mr. Scrapchansky has not been involved in any controversies known to Mr. Blaicamp. He consistently approaches local government as a professional administrator rather than a political figure and focuses on fulfilling the responsibilities of the Town Manager role. Mr. Blaicamp is unaware of anything in Mr. Scrapchansky's background, conduct, or professional history that would create concern for a future employer or prove embarrassing if subjected to public scrutiny. Mr. Blaicamp would hire Mr. Scrapchansky without hesitation and considers him a first-rate professional. His successful track record as Town Manager, strong leadership skills, sound judgment, commitment to public service, and ability to build positive relationships throughout the community position him well for continued success as a Town Manager.

Words or phrases used to describe Derek Scrapchansky:

- Intelligent,
- Knowledgeable,
- Organized,
- Appealing,
- Professional, and
- Engaging.

Strengths: A first-rate local government professional who combines strong intelligence, exceptional interpersonal skills, sound judgment, and effective leadership to maintain a high-performing organization while building trust with employees, elected officials, and residents.

Weaknesses: None identified.

Ann Callahan - Select Board Member, Town of Topsham, ME 207-504-0909

Ms. Callahan has known Mr. Scrapchansky since beginning her service on the Select Board in 2023. Although she did not work closely with him on a day-to-day basis, she interacted with him

in his professional capacity and observed his performance as a municipal leader. Mr. Scrapchansky consistently performs at a high level and generates no concern regarding his professional conduct or job performance. He demonstrates strong attention to detail and approaches his responsibilities with experience, knowledge, and professionalism. He works efficiently, responds promptly to requests, and completes assigned tasks in a timely manner.

Mr. Scrapchansky maintains organizational performance while remaining creative in addressing challenges and operational issues. When significant problems arise, he focuses on identifying solutions and moving issues toward resolution. He makes sound decisions and functions effectively within a collaborative governance environment. He works well with elected officials who bring different perspectives and priorities to the decision-making process and contributes constructively to group discussions and collective decision-making. Communication remains one of Mr. Scrapchansky's strengths.

Mr. Scrapchansky keeps elected officials informed through regular bi-weekly reports and ensures they remain aware of ongoing activities and developments within the organization. His communication style is efficient, direct, and reliable. Mr. Scrapchansky maintains a visible presence in the community. He regularly attends grand openings, responds to on-site issues, and participates in community events. He interacts effectively with residents both individually and in group settings and demonstrates a strong customer-service orientation. His work reflects an understanding that local government exists to serve the public and address community needs.

Ms. Callahan observed Mr. Scrapchansky remains composed under pressure and never displays outward signs of stress. He demonstrates patience when working through governmental processes and understands the deliberate pace often associated with public-sector decision-making. Although financial management responsibilities primarily rested with other personnel, Mr. Scrapchansky successfully fulfilled his own responsibilities and maintained a high level of organizational performance. His experience in municipal government, proven track record, and ability to step into a leadership role without a significant learning curve position him well for continued success as a Town Manager.

Ms. Callahan is unaware of any controversies involving Mr. Scrapchansky. She knows of no personal or professional conduct issues that would create concern for a future employer and is not aware of anything in his background that would prove embarrassing if subjected to public scrutiny. She would hire Mr. Scrapchansky without hesitation and believes he will continue to serve effectively as a Town Manager.

Words or phrases used to describe Derek Scrapchansky:

- Detail-oriented,
- Smart,
- Experienced,
- Knowledgeable,
- Capable, and
- Involved.

Reference Notes
Derek Scrapchansky

Strengths: An experienced and knowledgeable local government professional who maintains a high-performing organization, communicates effectively with elected officials, and remains actively engaged in the community.

Weaknesses: None identified.

Alison Harris – Former Town Council Chair, Brunswick, ME 207-332-3207

Mrs. Harris has known Mr. Scrapchansky since 2015 when he was brought on as the assistant town manager for the city of Brunswick. At the time, Mrs. Harris was the chairperson of the town council, and worked closely with him. Mr. Scrapchansky was a fantastic assistant manager. He outlines his plans clearly and kept her well informed of what he wanted to do. In addition to performing his job to the highest standards, he is also an overall friendly person. When he left the town of Brunswick to be the Town Manager for Topsham, she was upset to see him go, but very happy for him because he deserved to have a bigger position.

Mr. Scrapchansky began working for the town of Brunswick after retiring from the United States Navy, which lent to many great strengths for being the Assistant Town Manager. His many strengths include organization, project management, treating people with respect, and having a good command over budgeting. While he was in Brunswick, he helped make taxes more reasonable by careful budgeting.

Before Mr. Scrapchansky came to the town of Brunswick, there were people in the organization who were not used to being held accountable for their work. It was important to him to have performance reviews to let people know where their work stands, as well as plan for their development. Unfortunately he received pushback from the Town Manager on this initiative and was unable to carry it out in Brunswick.

After Mr. Scrapchansky left Brunswick to work in Topsham, multiple employees followed him to the new town and are much happier in their positions now. People genuinely enjoy working for him, and the job not only gets done, but done well. He would be successful in any leadership position, as long as he has the support of the governing body. Having retired from the Navy, he does not take any job because he needs it, he takes the job because he truly cares and sees himself being able to help the organization flourish.

Unfortunately, Mr. Scrapchansky's biggest struggle in Brunswick was not being supported by the Town Manager. That being said, he never let on to his frustration publicly, he handled the situation exceedingly well. Mrs. Harris only knows his feelings on the subject because she was the chair of the town council when Mr. Scrapchansky resigned. He resigned with dignity and respect and gave his feedback to the council regarding the struggle he faced there. Mrs. Harris commends him, and believes he left at the right time for him, as well as the organization. He bowed out when he knew it was not working, to give them all a chance to find the right fit.

When making decisions, Mr. Scrapchansky is mindful, weighs his options, is very aware that tax dollars pay for everything they do, so he tries to be equitable. He makes fiscally sound choices and is happy to tackle new projects. He is very in tune with hiring decisions, finding the right person not only for the position, but for the organization. He has hired some wonderful people away from Brunswick since he left. He does not make decisions or changes to shake things up. There is a clear reason, and much thought behind the decision or change. He is very clear about where he sees anything lacking and makes great effort to improve it.

Mr. Scrapchansky is extremely respectful of the hierarchy as well. During his time in Brunswick, he may have had some frustrations with the Town Manager, but he knew that it was ultimately the Town Manager and the Town Council's final decision on any projects or changes. His door is open for any questions, suggestions, or feedback. When he and Mrs. Harris worked together, she could ask him questions at any time, and he was able to answer, or find the answer for her.

When it comes to his leadership style, Mr. Scrapchansky is not a showboater. He wants his staff to feel they are trusted and appreciated. He allows his team room to do their job, but he is available to offer advice and bounce around ideas. He offers his support openly but does not try to do their job for them. He also made it a point to hire a very capable Assistant Town Manager in Topsham. He hired the retired Police Chief from Brunswick, and they complement each other well. He hires people who have skills apart from his own, those who excel where he knows he is not the strongest. Recently an employee from Brunswick left to work in Topsham with Mr. Scrapchansky, because he is more than willing to help them grow.

Although many of his proposed projects were not able to happen due to the Town Manager at the time, Mr. Scrapchansky was still able to improve the organization. A major improvement he worked on while there was an overhaul of the maintenance schedule. Prior to Mr. Scrapchansky, they did not have a clear schedule, and had to make do when any maintenance came up last minute. He changed this and created the maintenance schedule that is still being used today. He understands that things in government can take time, but he moves with speed when he can. He handles stress well, like a duck in water. He is calm but paddling furiously underwater.

Mrs. Harris cannot think of anything controversial or embarrassing that Mr. Scrapchansky has been involved in and would be surprised if anything came up. It was an absolute loss when he left Brunswick, and she would hire him again in an instant. He excels in any position where he can apply himself and help others.

Words or phrases used to describe Derek Scrapchansky:

- Well organized,
- Thoughtful,
- Fiscally sound,
- Respectful,
- Fair,
- Committed, and
- Funny.

Strengths: Organization, treating people with respect, listening, budgeting.

Weaknesses: None identified.

Tyler Washburn – Maine State Legislative Aide, ME 207-798-1069

Mr. Washburn has known Mr. Scrapchansky since 2019, when Mr. Scrapchansky was the Assistant Town Manager in Topsham. Mr. Washburn started working for the town of Topsham as a deputy town clerk, and then became the acting town clerk. When he left Topsham, he continued working with Mr. Scrapchansky as both of their organizations were dealing with the community. Not only have they worked together through their organizations, but as a resident of Topsham, Mr. Washburn is also a community activist. He greatly enjoys having Mr. Scrapchansky as his town manager. Mr. Scrapchansky is very congenial, he looks for common ground with the residents, and keeps his eye on the prize, as well as being fiscally responsible.

Mr. Scrapchansky has a good sense of humor, he is quick in getting things done, as well as being professional but friendly in his interactions. His biggest strength is his ability to bring people together. Unfortunately, most decisions will not make everyone happy, but he takes this into account while considering the big picture. He finds solutions that are the best for the most people. He thinks at the highest level, looking steps further down the road than others.

During his time working for the town of Topsham, Mr. Scrapchansky could be too kind at times, giving second chances where some people might not have. However, he thinks steps ahead of others, so a decision that might not have made sense to people at lower levels was well thought out in consideration of the bigger picture. He hired multiple people to come work for the town, and he has a knack for finding the right person for the team. He is skilled in getting people excited to meet goals. He leads by example, and trusts his employees to do their work, while being there if they need him.

From his work with Mr. Scrapchansky as an outside entity, Mr. Washburn has experienced how prompt he is at giving information to the people who need it and are involved in his projects. He brings people together from the public, as well as outside entities, and finds common ground between them. He calls meetings for the community when big decisions are needed, and presents research and data that he finds, so that everyone has all the pertinent information. He is also skilled at knowing when to say he does not have the answer yet but gives confidence that he will research the matter. He is professional and crisp, able to address needs, while being friendly.

Mr. Scrapchansky maintains professionalism in the workplace, he will not make changes too quickly, but he is innovative and looks for different ways to do things. He is less status quo than previous leaders that Mr. Washburn has worked for. Mr. Scrapchansky helped execute contracts for the people working in Topsham, which had been a difficult thing in the past.

Reference Notes
Derek Scrapchansky

A project that Mr. Washburn and Mr. Scrapchansky worked on was the school board budget. Mr. Scrapchansky was able to get Mr. Washburn the information he needed, and the impact of each decision that could be made. Mr. Scrapchansky was able to build a relationship between town hall and the school board, so they could better understand one another's goals, and work together for the community.

Mr. Scrapchansky is also not above filling whatever role is needed. If something needs to get done, he jumps right in. During elections, he helped with parking, and guided senior citizens to better spots. He does small things that have a big impact. He volunteers for community events, such as handing out candy at the Halloween trunk or treat. He does his job and is also there for the community. Another example was an incident where a pipe main had burst, but the town was not liable for the damages caused. Mr. Scrapchansky got together volunteers to clean up the yard of elderly man that suffered most of the damage. The pipe was the responsibility of the sewer company, not the town government, but Mr. Scrapchansky did everything he could to make it right for those affected.

Mr. Scrapchansky is well adept at dealing with town councils and select boards. The select board in Topsham can at times be cantankerous, but he is skilled at keeping them on track, but not pushing outside of his own job description. He knows that things can take time, and that the decision is ultimately up to the select board. There was one select board member that did not have the correct information at times, and he was able to correct this board member in a way that did not make them look bad, but rather ensured everyone had the proper information.

The only day that Mr. Washburn can remember thinking Mr. Scrapchansky was mildly stressed was the day the office had to be closed due to the pandemic. Mr. Scrapchansky handled the situation well and implemented his plan quickly. With Mr. Scrapchansky, what you see is what you get. He defends his staff and his town, and genuinely wants what is best.

Mr. Washburn cannot recall any controversial topics connected to Mr. Scrapchansky. As a matter of fact, it is a pipe dream of Mr. Washburn that Mr. Scrapchansky would work at the state house with him. Mr. Scrapchansky is a good person, and it would be hard to find someone who can rise to the occasion the way he does. He sees problems on the horizon and creates a solution before they are at the door, while investing in his employees to ensure they reach their full potential.

Words or phrases used to describe Derek Scrapchansky:

- Collaborative,
- Calm,
- Professional,
- Quick-witted,
- Proactive, and
- Kind.

Strengths: Bringing people together, big picture.

Weaknesses: He can be too kind, giving second chances.

Mark Waltz – Assistant Town Manager, Topsham, ME 207-751-3311

Mr. Waltz met Mr. Scrapchansky in 2015 when Mr. Scrapchansky came to the town of Brunswick to be the new Assistant Town Manager. At the time, Mr. Waltz was the Commander of the Police Department in Brunswick. Mr. Waltz retired from Brunswick, but when Mr. Scrapchansky called him to apply for the position as the Assistant Town Manager in Topsham; he wanted to work with Mr. Scrapchansky again.

Mr. Scrapchansky has incredible attention to detail and is very on top of the budget. He does well with keeping elected officials aware of everything happening. He does not take information at face value, rather he does his own research, to ensure he knows as much as he can before making a decision. He is exceptionally good with people. He can sit down to have a talk with an employee about a topic they may not be fond of, but they walk away happy, knowing why the decision was made the way it was.

Under prior management, the public works department felt ignored, and unappreciated. Mr. Scrapchansky makes a point to bring them donuts, talk with them, and make sure they feel seen and heard. He also stands up for his employees when they are being unjustly attacked by residents for issues that are not within their scope. He takes the brunt of the anger, helps the resident, and finds a solution. He has made some wonderful hiring decisions in Topsham and he is willing to coach those who need it.

Mr. Scrapchansky is a leader who is out front, but not the kind to do a motivational speech. He leads by walking around, talking to everyone. His employees and the community know who he is, through personal contact, and they feel appreciated. He is happy to help wherever he is needed, he is willing to put in the time needed both at work and outside. He makes a point to spend the time with anyone that needs it, whether it be to hear their ideas, complaints, or anything in between.

His one weakness is that Mr. Scrapchansky can have difficulty letting things go, because he pays such close attention to details. He does delegate, and has confidence in the people he employs, but he likes to be a part of the projects underway. He is very encouraging of different viewpoints as well, employees can voice opinions and they will be received well and considered. His ethics are incredible. Even when a hard decision has to be made, or if he knows some people may not like it, he unceasingly does the right thing.

When Mr. Scrapchansky became the Assistant Town Manager of Topsham; they were not a high performing organization. Through his original position, and then becoming the town manager, he has been the change agent needed to recruit great people and rejuvenate the departments. One

great change he made was through the town budget. He saw a surplus and advised the select board to pay off a bond on the community building. This has made a major difference in the financial position of the town and will have a positive effect for years to come.

Mr. Scrapchansky ensured that the funds received due to the pandemic would benefit the whole town. There was some resistance, as neighboring communities had used the funds to give bonuses to town workers. He was able to defend the use of the funds by ensuring his employees are compensated properly at all times.

Over his time in Brunswick, Mr. Waltz personally witnessed Mr. Scrapchansky adjust to the time that things can take in town management. One such instance was when they were navigating the union contracts for the police. He wanted to get them pushed through quicker, but instead took the time to truly learn the process and ensure it was being properly followed every step of the way. There is nothing that has truly phased him that Mr. Waltz can recall. Whenever a problem presents itself, Mr. Scrapchansky analyzes it and finds a solution.

Mr. Scrapchansky has also gotten to know the select board of Topsham and keeps them well informed. They have open communication, where he can ask them questions, but also encourages them to ask him as many questions as possible. There was one select board member who used to get heavily involved in the day-to-day work, which was outside of his scope of responsibilities. Mr. Scrapchansky had multiple meetings with him, and they came to an understanding of their separate duties. Now, Mr. Waltz considers this board member one of the best.

Mr. Waltz has never heard anything negative about Mr. Scrapchansky. There are no hints of any skeletons in his closet. He is overall conscientious and dependable. When he became the Manager, the organization was less than pleasant. Very little work had been done, and there was no Assistant Manager to help him, just as the pandemic started. He settled right into his work, hired good people, and cleaned up the organization overall, where they are now well respected.

Words or phrases used to describe Derek Scrapchansky:

- Conscientious,
- Dependable,
- Caring,
- Personable,
- Consensus-builder, and
- Innovative.

Strengths: Research, people skills, development, attention to detail, budgeting.

Weaknesses: Difficulty delegating.

David Douglass – Select Board Chair, Topsham, ME 207-751-0718

Mr. Douglass has been the Chairman of the Select Board in Topsham since Mr. Scrapchansky was hired as the Assistant Town Manager in 2018. Hiring Mr. Scrapchansky was the best thing they could have done for the town. He was only the Assistant Town Manager for a brief time before he became the Town Manager. He stepped into this higher leadership role with ease and held his command and control in place through the pandemic. He was the guiding light of the organization through the pandemic, making sure everyone was taken care of. He took immediate action when the offices had to be closed. He approached the Select Board with a plan that neighboring towns ended up using as well. He is the most thorough person Mr. Douglass has ever worked with.

Mr. Scrapchansky is particularly skilled at developing his staff. He identifies where there is a need and finds the right person. For example, there were issues within the police department of Topsham. He was able to identify the problems, give direction, and implement positive change with new leadership. He is skilled in bringing on new team members that are right for the job. Since he has been responsible for hiring, Mr. Douglass cannot think of anyone that has left, other than employees who retired.

The only weakness that Mr. Douglass can identify in Mr. Scrapchansky is that he needs to shut off from the job. He works weekends and nights on occasion. Not because he is behind on any work, but because he sees more that can be done. His interactions with Mr. Douglass and the rest of the Select Board are outstanding. The Select Board only has meetings with the Town Manager, so he is their connection to everything happening within the organization. He is professional but also friendly, having a good relationship with each Select Board Member. He often gives them a heads up about new projects or initiatives, so that nothing is hidden or a surprise. Anytime a Select Board member stops by Mr. Scrapchansky takes the opportunity to show them what is being worked on.

Topsham had issues within the police department. Unfortunately, a state review led to the top two people in the police department leaving, and Mr. Scrapchansky led the way in finding the right people to step into those roles. Also, when the pandemic began, he became the Manager and he led employees to still do the work needed through those uncertain times.

Mr. Scrapchansky is always looking for improvements. He believes that while you can be high performing, there is room for improvement at all times. He can easily rally employees around the vision and let them know the steps needed to get there. He truly makes an effort to build the community as a whole. He stops by the radio station with coffee, or volunteers for community events such as ribbon cuttings.

Mr. Scrapchansky understands that sometimes government can move slowly, and more time may be needed than he would prefer. He is very patient when this happens, and never shows any signs of stress. His cool head during stressful times most likely comes from his time in the United States Navy, where he dealt with far more than he faces in local government.

Mr. Douglass has no knowledge of anything embarrassing or controversial in Mr. Scrapchansky's past, he would be blown away if anything were ever to surface. Mr. Scrapchansky certainly serves any community that he is a part of, better than they would ever expect. He is willing to try new ideas and is very encouraging.

Words or phrases used to describe Derek Scrapchansky:

- Thorough,
- Strategic,
- Caring,
- Driven,
- Thoughtful, and
- Innovative.

Strengths: Development, direction, command presence.

Weaknesses: Overworking himself.

Marc Hagan – Police Chief, Topsham, ME 207-751-3160

Mr. Hagan initially met Mr. Scrapchansky when they both worked for the town of Brunswick. Mr. Hagan worked for the police department when Mr. Scrapchansky became the Assistant Town Manager in 2015. Mr. Hagan retired from the police department in Brunswick, and only decided to work for the town of Topsham because of Mr. Scrapchansky.

Mr. Scrapchansky is supportive of his department heads, but he does hold people accountable, which is appreciated. In February of 2022, the police department was involved in a shooting. Mr. Scrapchansky was the second call that Mr. Hagan made, so they could address the issue from an injury standpoint, and get an overall plan started for the fallout. Instead of asking Mr. Hagan questions he would not have the answer to at the time, Mr. Scrapchansky simply asked him what he needed at that moment, only asked the basics, and was there to support Mr. Hagan.

Mr. Hagan has enjoyed working with Mr. Scrapchansky both in Brunswick and Topsham, because he is supportive, and good at making people feel valued. He focuses on the team as a whole and takes the time to learn how each individual feels appreciated. In addition, he is very well organized, and a fantastic multitasker. Since Mr. Hagan has been working for the town of Topsham, Mr. Scrapchansky has built an amazing team. If he does leave, he will be greatly missed. He has also created a healthy working relationship with the town Select Board, they are overall happy having him as their manager.

Mr. Scrapchansky is an innovative person, no doubt. Unfortunately, in the past, Topsham did not have a good reputation with the neighboring communities. Since Mr. Scrapchansky became the Manager, he changed their old ways of thinking, and the culture overall. He built a strong team,

told them his vision, and let them run with it. He steps in when further guidance is needed, or if he notices someone heading in the wrong direction. Last year, he helped with contract negotiations for the police department. He was upfront with the information needed and the union processes.

Mr. Scrapchansky is not someone who simply sits back and lets things happen. He is all about bettering the community and being there for the people he serves. In public meetings he is a clear and concise speaker. He can be patient when needed, he has plenty of experience with government work, and understands that timelines can differ greatly depending on the situation and project. He handles stressful situations extremely well, from his military background. His reaction and support during and after the shooting showcased great understanding, patience, and stress management.

Mr. Scrapchansky has never been involved in anything untoward that Mr. Hagan has heard of. If there was anything, it would have come up previously due to his military and government background. Mr. Hagan would hire Mr. Scrapchansky in an instant, and firmly believes that he is the best man for any position he is interested in. He prepares his team to look toward the future, and plans ahead for capital improvement, so they do not experience any surprises. He is a forward thinker that will be a wonderful addition to any organization.

Words or phrases used to describe Derek Scrapchansky:

- Organized,
- Friendly,
- Supportive,
- Direct,
- Courteous,
- Amiable, and
- Professional.

Strengths: Multitasking, holding people accountable.

Weaknesses: None identified.

Jessica Factor – Former Human Resources Manager, Brunswick, ME 207-798-2874

Mrs. Factor met Mr. Scrapchansky in 2015 when he took the job as the Assistant Town Manager for the city of Brunswick. He was her supervisor, and she remains grateful to have worked for him. They have stayed in touch since he left Brunswick, and she has seen his success in Topsham.

Overall Mr. Scrapchansky is an outstanding human being, and leader. When he was in leadership for Brunswick, he was fair to all. Mrs. Factor has nothing but the utmost respect for him, as he is

a natural leader and has had significant responsibility throughout his career in the military before moving into local government. She has seen him in tough places, and he comes out strong with the ability to facilitate change. His approach to change is fair and equitable at every turn.

Mr. Scrapchansky is incredibly skilled fiscally, with people, and with managing delegation to his department leads. He is a very well-rounded leader, in part due to his command experience in the military. He is honest and has very high integrity, making him someone that she considers herself highly fortunate to know. He makes very sound decisions overall, but especially when it comes to hiring new personnel. He knows a good employee when he sees one, goes after people to recruit, and then develops his team as they grow.

In the past, change in Brunswick was difficult to produce, but Mr. Scrapchansky was able to move initiatives forward. He would have helped the town even more had he been the Manager, rather than the Assistant. It is important for him to have an avenue to create change or be able to follow a path that if it is working well. He does not make changes simply for the sake of change, rather he stands back and considers options before making a decision. Safety and policy implementation was a big change he made during his time in Brunswick. He involved key individuals in updating safety protocols. When he sees the need for change, he does not waste time making it happen, but also understands the intricacies of government and that some things can take time.

One impressive thing about Mr. Scrapchansky is that he is so well rounded as an individual and a leader. Oftentimes leaders have one or two strengths that make them stand out, but with him he stands out because he has at least some knowledge or strength in all his areas of responsibility. He is an outstanding candidate for any position he wishes to pursue. Mrs. Factor is a resident of Topsham, and she works with the school district. Through this avenue, she knows he is well regarded within the school district and will be missed if he leaves.

Mr. Scrapchansky is an innovative leader, but also knows when to take a step back. He analyzes the organization's needs, reviews and contemplates options, learns different aspects, and then puts a plan in place. He is an excellent communicator and ensures that any information is distributed to the pertinent parties. While they worked together in Brunswick, most of their information sharing happened in person because it was a smaller organization. He is a leader that is often at the helm, leading the organization. He treats everyone he meets with the same dignity and respect.

Mr. Scrapchansky has been in the public eye for a long time, and presumably had security clearances in the military, so Mrs. Factor does not know of anything controversial about him and would be shocked if anything came about. She only knows of one person who may have any negative feelings towards him, and she agrees with how he handled the situation. There was a facilities foreman who had been spoken to many times to account for where he was during the day and what work he was doing. When Mr. Scrapchansky came onboard, he held this foreman accountable. He holds everyone to the same standards which is much appreciated.

Mr. Scrapchansky did not personally tell her why he chose to leave Brunswick, but it was presumably to move forward in his career. The Manager in Brunswick did not always want to move forward with change, which could be frustrating for him and the rest of the organization. Mrs. Factor would have liked for him to be the Town Manager rather than the Assistant. They have experienced significant turnover in Brunswick, whereas Topsham has not had this issue under Mr. Scrapchansky. In fact, many people have left Brunswick specifically to go to Topsham and work for him. Mrs. Factor would be happy to work with him again at any time.

Mr. Scrapchansky is held in high regard for not only his leadership, but also his service in the military. Any place he wants to work would be lucky to have him, he would be phenomenal in any role, and quickly earn respect and admiration from his peers.

Words or phrases used to describe Derek Scrapchansky:

- Fair,
- Leader,
- High integrity,
- Equitable,
- Fiscally minded, and
- A good person.

Strengths: Fiscally responsible, people management, delegation.

Weaknesses: None identified.

Sarah Chingos – Associate Dean of Admissions, Bowdoin College, Brunswick, ME
207-798-2874

Mrs. Chingos has known Mr. Scrapchansky professionally since roughly 2018, but they worked closely in 2019 and 2020. Informally they have known each other many years prior, due to being part of the same community. She is the director of the Bowdoin College Public Service Initiate, in which they help students learn all they can about being part of the public sector, working in town halls, and the daily intricacies of local governing bodies. Their main goal is to help students learn how they can find common good for the people.

Mrs. Chingos approached Mr. Scrapchansky with a very open concept idea about creating an internship for two students to learn about local government. Within two weeks, he got back to her with a full plan, curriculum included, for the new internship program. They ended up having four interns rather than the originally proposed two. He created a well thought out, well run, well executed, educational and fun program for the students. He believes in sharing his expertise, and the things he has learned.

Reference Notes
Derek Scrapchansky

Mr. Scrapchansky is exceptional. He is organized, direct in his communication, positive, and supportive. He is well respected by his colleagues and has proven to be an excellent mentor. He is an optimist and has the ability to see potential in people who may not see it themselves. Mrs. Chingos presented him with 10 students that she thought would be a good fit for the internship, and he was very thorough in looking through their resumes, doing interviews, and making his final selections. He executes projects with precision and ease. With Mr. Scrapchansky, what you see is what you get and there are no surprises. He is direct in his communication and does the things he says he will in a timely manner.

Mr. Scrapchansky can at times be a restless soul, he is an innovator, constantly thinking of the best way to get things done. He has helped the economic and social development greatly in Topsham. He does not have any singular focus, he thinks about all facets of the town and how he can help. He has a stellar reputation in the community, as he and his family are very involved. His involvement in the community far exceeds his job, he is very visible at every major event. He is a leader on the front lines, rallying his team. He is approachable and well respected.

Mrs. Chingos has not personally seen him in any stressful situations, but believes he handles it very well. He is well versed in the workings of government and knows how to navigate all situations. He knows that there could be decisions that take more time and patience. He is well loved not only by the community but also by the Select Board. She does not know of anything that could be considered controversial about him. He is a family man who takes great pride in his community and position. He is exceedingly thoughtful and has expressed excitement over new opportunities. He does not do anything without having thought it through from every angle. He works harder than anyone.

Words or phrases used to describe Derek Scrapchansky:

- Community builder,
- Disciplined,
- Integrity, and
- Ability to execute plans.

Strengths: Leadership, optimism, people management, innovation.

Weaknesses: Can be overly regimented.

Phil Saucier – Town Attorney, Topsham, ME 207-653-8740

Mr. Saucier met Mr. Scrapchansky in 2020 when the latter became the Manager of Topsham. Mr. Scrapchansky has been excellent in all his dealings with Mr. Saucier. He is an organized professional, who can easily identify an issue that is on the horizon and put together a plan for a solution. He is a thoughtful person, consistently choosing to do what is right.

Reference Notes
Derek Scrapchansky

Their working relationship is typically of any client relationship. They most often communicate through phone calls, and Mr. Saucier enjoys working with Mr. Scrapchansky when the need arises. He is a good decision maker. He remains calm and never lingers too long once an issue has been resolved.

Mr. Scrapchansky is an overall good guy. Mr. Saucier is limited when it comes to talking about specific problems they have solved together but can say that there was a legal issue involving multiple parties, and it was Mr. Scrapchansky who was able to see the common ground for a compromise. He is unceasingly available to solve problems, and never strays from what he knows is best for those involved, and the town. He has a phenomenal rapport with the community.

While Mr. Saucier has had limited work with Mr. Scrapchansky, he is someone Mr. Saucier would absolutely hire in an instant if the need for his skills were to arise. He is cool under pressure, innovative, thoughtful, an all around good person. The town of Topsham and Mr. Saucier would be sorry to lose Mr. Scrapchansky because he is such an asset to the community as a whole. He excels in every position he takes.

Words or phrases used to describe Derek Scrapchansky:

- Competent,
- Cool under pressure,
- Thoughtful,
- Prepared,
- Nice, and
- Kind.

Strengths: Organized, identifying problems and solutions.

Weaknesses: None identified.

Prepared by: Hazel Jones
Colin Baenziger & Associates

Section 11

CB&A Internet Research

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Radio Midcoast WCME
February 1, 2024

FIRST from WCME News:

After four years as Topsham's town manager, **Derek Scrapchansky** is leaving that job and also retiring from a long career in public service that includes a quarter-century of service in the Navy. The resignation will take effect in April.

As a prelude to serving as town manager, **Scrapchansky** also served a year and a half as Topsham's assistant town manager and served in the same role in Brunswick.

Scrapchansky has been widely credited for assembling a strong management team that has included Police Chief Marc Hagan, who formerly served as Lisbon Police Chief and as a longtime patrol commander in the Brunswick Police Department, and Mark Waltz as assistant town manager. Waltz was also a long-serving Brunswick police commander.

Scrapchansky, who has additionally won praise for maintaining fiscally sound policies in the town. is planning a move to Florida, where he met his wife, who is a Florida native.

At 7:35 on Friday morning, **Derek Scrapchansky** will take a look back and a look forward when he joins the WCME Midcoast Morning Buzz.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Coastal Journal Edition Forecaster
July 28, 2023

Controversial replacement of old bridge gets underway
By Maria Skillings

Contractors began work this week on replacing the Frank J. Wood Bridge that crosses the Androscoggin River between Brunswick and Topsham, despite a multi-year legal battle with a local group that hopes a pending request to halt the project comes through. Woolwich-based construction company Reed & Reed is expected to complete the $49.9 million project by 2026. The Frank J. Wood Bridge will remain open during construction, but residents should expect some road closures in 2025. The 91-year-old steel truss bridge will be replaced with a four-span steel plate girder and concrete structure. The new design includes sidewalks, wider shoulders, pedestrian viewpoints and lighting fixtures, according to Paul Merrill, Maine DOT director of communications.

The bridge replacement has been delayed for years by legal battles with the Friends of the Frank J. Wood Bridge, which has partnered with the National Trust for Historic Preservation and the Historic Bridge Foundation to stop the project and preserve the existing bridge. “From the very beginning, it has been the icon of Brunswick and Topsham,” said John Graham, the friends group’s president. “As time goes by, it has proved it would be significantly cheaper to rehabilitate. It doesn’t make taxpayer sense, and the bridge that’s going in there is not fitting for that location.”

The Federal Highway Administration determined in 2017 that a new structure would cost $13.7 million and it would cost $21 million to rehabilitate the existing structure, a 53% difference. In 2018, Federal Highway Administrator Cheryl Martin told Friends members that alternatives to replacing the bridge were no longer an option. Merrill said the significant price increase of the new bridge – $49.9 million – was because of legal delays as well as increases in construction costs. “The Maine Department of Transportation received a final determination from the Federal Highway Administration in January that allows the department to replace the Frank J. Wood Bridge,” Merrill said. “This finding came after a yearslong, exhaustive federal regulatory and legal process. That process confirmed MaineDOT’s original conclusion that the safety, reliability and cost-effectiveness of replacing the bridge is the best solution.

Topsham town officials said they support the “immediate” replacement of the bridge. Brunswick officials also have backed the project. “The Frank Wood Bridge is experiencing advanced deterioration and has progressed to the point that a replacement is now necessary from a safety, economic and environmental perspective,” said Town Manager **Derek Scrapchansky**. “The replacement of the bridge is also critically important to the connectivity, economic vitality and quality of life for both Topsham and Brunswick residents. Local businesses in each town have been impacted due to customer safety concerns and other implications associated with posted weight restrictions.” Merrill said construction of the new bridge is scheduled to finish in late 2026 but will be open to traffic earlier than that. He said the new bridge will last at least 100

years. Members of the Friends of the Frank J. Wood Bridge are still waiting for a ruling on their injunction and said if they are denied they will have to go back to the drawing board.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Mainebiz
May 24, 2023

NHL-size ice arena and turf field expected to grow Topsham as recreation destination
By Laurie Schreiber

Six Rivers Youth Sports has signed a purchase and sale agreement for a parcel at 20 Atwood Road in Topsham that formerly housed a sports dome. The property was the home of the Topsham Sports Dome which, until recently, covered a turf soccer field. The dome had reached the end of its lifespan and collapsed in January during a heavy snowstorm. The deal is expected to be a good spot for the nonprofit to resurrect the property's turf field and also build a National Hockey League-size ice arena. The acquisition was financed through local donations and fundraisers, allowing Six Rivers to purchase the dome lot debt-free. To date, $1.3 million has been raised to finance construction of the ice arena. The budget to build an enclosed ice arena and update facilities is expected to be $5 million, said Six Rivers project manager Chelsea Bickford.

Phase one
Originally chartered as Midcoast Ice LLC in 2019 as a subsidiary of Midcoast Youth Hockey Association, Six Rivers Youth Sports is now incorporated as a fully independent nonprofit as of 2021, with a focus on providing a new ice arena to meet the severe shortage of ice time for area school and recreational hockey teams, as well as the local figure skating community and public ice skating. The mission has since expanded to meet the need and create opportunities for virtually every type of active sports and recreation in the region. Six Rivers Youth Sports serves 15 communities from Freeport to Richmond and from Lisbon to Woolwich and beyond. The 20 Atwood Road location was once a single property of about 12 acres until 2021. That December, Six Rivers Youth Sports bought a 7-acre portion that included the former Roller World building. The facility is now operated by Six Rivers as an indoor turf field used by more than 400 school-age children each week from over a dozen recreational groups and athletic teams. Plans are also in place to build an NHL-size ice arena on the site.

Phase two
The remaining 5.4 acres, including the spot where the dome once stood, remained with Seacoast United Sports Club until now. The purchase will add the 5.4-acre lot and a full-size outdoor turf field. The price of the property was not disclosed. Six Rivers will clean up the fallen dome immediately and make the turf field safe and available to community groups prior to the fall sports season. "The additional acreage will create new ways to partner with local groups interested in redeveloping this land to help meet the growing demand for recreational space that nurtures well-being and benefits our youth and all community members," said Bickford. "There is a real need to provide facilities for our youth to be active, especially to promote physical and mental health."

Topsham Town Manager **Derek Scrapchansky** lauded Six Rivers for its investment and development. "The proposed ice rink and improved recreation facilities would be valuable

additions to Topsham and provide numerous benefits to the area," said **Scrapchansky**. In addition to increasing opportunities for residents to engage in physical activity and serving as a gathering place, "the facilities would also provide economic benefits for our community by attracting visitors from neighboring areas, leading to increased business for local restaurants and shops," he added.

The turf field was the foundation of the dome, noted Jim Wade, who has operated soccer and other programs at the dome for decades. "We can really use a turf field that all of Topsham and the surrounding towns can enjoy," said Wade. Six Rivers said it plans to continue fundraising for the ice arena and enhancements to the existing facility and campus, including renovated restrooms, energy efficiency systems and improved parking.

Planned improvements are expected to enable expanded use by groups that are currently limited in accessing the facilities. Plans are in the works to open the ice arena in the fall of 2025.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Times Record, The (Brunswick, ME)
March 16, 2023

Topsham Select Board joins Brunswick in backing replacement of Frank J. Wood Bridge
Author/Byline: Maria Skillings

The Topsham Select Board on Thursday signed a proclamation backing plans to replace the Frank J. Wood Bridge. The 91-year-old bridge connecting Topsham and Brunswick over the Androscoggin River has been a hot topic since 2014, when both towns started working with the Maine Department of Transportation to build a new structure. The project was delayed after a local activist group, Friends of Frank J. Wood Bridge, opposed tearing down the historic span and filed a lawsuit. Since then, the bridge has continued to deteriorate.

Topsham Town Manager **Derek Scrapchansky** said over the past year, new weight restrictions were imposed on the bridge, impacting the town's public safety and local economy. He said the weight restrictions prohibit fire trucks from crossing the bridge, putting residents at risk. In addition to public safety concerns, he said limitations placed on the bridge could negatively impact businesses in downtown Topsham and at the Topsham Fair Mall. Previously, the weight limit on the bridge was 25 tons or 50,000 pounds, but in October 2021, the weight limit decreased to 10 tons or 20,000 pounds. The average ambulance weighs up to 14,000 pounds and the average fire truck can weigh up to 60,000 pounds. The new weight restrictions came after MDOT inspected the bridge and determined it was rapidly deteriorating.

Scrapchansky said if they move forward now with new construction, the town will be able to use the existing bridge for a short period of time, but if construction is delayed long-term, that will no longer be an option. He said if the bridge closes completely or more restrictions are imposed on it, traffic on Route 196 will become a bigger problem since it is already congested in the mornings and afternoons. Despite a recent lawsuit filed by Friends of Frank J. Wood Bridge, the town has decided to move forward with MDOT's plans for new construction. The group previously filed a lawsuit in 2019, along with two other groups, alleging the Federal Highway Administration and MDOT relied on inaccurate information to "artificially inflate the projected costs of rehabilitating the existing bridge," according to a previous Times Record article.

In 2017, the Maine Department of Transportation estimated a new bridge would cost $13 million initially, with a 100-year service life-cycle cost of $17.3 million. In contrast, the repair options ranged from $15-17 million in initial costs and $35.2-38.2 million for service life-cycle costs. "We used the best estimates available at the time to give a fair comparison of the alternatives," said MDOT spokesperson Paul Merrill in a previous Times Record article. Since 2017, MDOT's cost estimates have more than tripled to $42 million, which the department said is partly due to delays related to the 2019 lawsuit by Friends of Frank J. Wood Bridge, the National Trust for Historic Preservation and the Historic Bridge Foundation.

Board Chairperson David Douglass said it is a shame these delays are happening because debris is falling from the bridge daily. "Every single day, that bridge is worsening," he said. "That

thing's dropping stuff into that river repeatedly, whether it be rusted parts or, I guarantee you, there is some form of lead paint left on that thing and it's dropping in the river. I can't imagine we ever stripped it all the way down. It's time that we just move forward with this process."

The final paragraph of the two-page resolution signed by the Select Board reads as follows: "Be it further resolved that the Town Select Board of the Town of Topsham supports no further delay to the construction of a new bridge, which is necessary to prevent additional risk to the local economy and the public's safety, welfare, and convenience."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Times Record, The (Brunswick, ME)
February 5, 2023

Harpswell's growing payroll and utilities budget could be bellwether for other Midcoast towns
Author/Byline: John Terhune

Harpswell's 2023 budget proposal represents a 9.6% increase over the current fiscal year, due largely to rising labor and utility costs, factors other Midcoast town leaders say they are eying as they begin their annual budget processes. Town Administrator Kristi Eiane presented the Harpswell Select Board with a $6.9 million budget Wednesday evening, up from this year's $6.3 million figure. Across-the-board raises of at least 4% and benefits increases are responsible for more than $100,000 of the total bumps, moves Eiane said were needed to keep Harpswell competitive in a difficult hiring environment. "We are always looking at trying to retain the excellent staff that we have here and to position ourselves to be able attract new people if any member decides to move on," she said. The proposal earmarks another $225,000 toward two major capital projects: a $600,000 recycling center upgrade planned for 2024 and a townwide property revaluation project Eiane expects to begin in three years.

Even as the town saves for future projects, Harpswell and other Midcoast communities have had to account for today's high utility and materials costs. "Things are expensive right now," Bath City Manager Marc Meyers said. "We are seeing projects coming in at double what their original budget numbers were, and that's going to cause us to be evaluating how we scale our capital improvement plan this year."

Like Bath, Topsham is in the early stages of its budget process and has not published its anticipated 2023 figures, Town Manager **Derek Scrapchansky** said. But he was optimistic a new solar power purchasing agreement and the town's conversion to LED streetlights would bring electricity savings that would help offset natural gas hikes. "Those are things that are benefiting our town right now," he said. "Topsham is in good shape."

Harpswell residents will vote on the proposed budget at the March 11 Town Meeting. The town will not estimate the property tax impact of the proposal until SAD 75 releases its 2023 budget, Eiane said. Thursday's town budget included a recommendation to use $600,000 from Harpswell's unassigned general fund balance (up from $500,000 in the current year) to help limit any necessary tax hike.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record
June 20, 2022

Government forced to cover plaintiffs' legal fees in Topsham bridge battle

A Portland judge ruled Friday that the government must cover 70% of Friends of Frank J. Wood Bridge's legal fees after a lengthy battle over the future of the historical structure, but the bridge may still be replaced.
John Terhune

A local group fighting the proposed removal and replacement of the Frank J. Wood Bridge in Brunswick and Topsham won a court battle Friday, when a Portland judge ordered the government to pay the organization and its co-plaintiffs nearly $84,000 in legal fees. "As much as (Maine Department of Transportation) tried to claim that they had victory, we just got our court fees reimbursed," said John Graham, president of Friends of the Frank J. Wood Bridge. "That shows that we were victorious here."

U.S. District Court Judge Lance E. Walker based his judgment on a January ruling by the First Circuit Court of Appeals in Boston, which ordered the Federal Highway Administration to reassess and clarify their approval of Maine Department of Transportation's plan for the bridge. Maine DOT considered the January ruling a victory, as it rejected several of the plaintiffs' arguments, the Times Record reported. Walker awarded the attorney and expert fees, which covered 70% of the plaintiffs' legal costs, because some of the government's arguments weren't justified, he wrote. Yet he also noted the federal defendants may still reach the conclusion that the Frank J. Wood Bridge must be replaced.

The controversy surrounding the future of the bridge over the Androscoggin River has bubbled since the Maine DOT imposed a 25-ton weight limit in August 2016 following an inspection that showed the "rapid deterioration of structural steel." According to court documents, the agency considered a plan to renovate the structure in order to extend its life by 75 years but determined it would be cheaper to destroy the bridge and construct a replacement that could stand 100 years.

The Frank J. Wood Bridge, one of the largest metal truss bridges built during the Great Depression, serves approximately 19,000 vehicles per day, according to court records. Some citizens, devoted to preserving the original 1932 bridge, filed a lawsuit against DOT and the FHA in September 2019, arguing the agencies relied on inaccurate calculations when they determined the cost of rebuilding the structure ($17.3 million over 100 years) would be less than half the cost of renovating ($35.2 million over 75 years). The Historic Bridge Foundation and the National Trust for Historic Preservation in the United States joined Friends of Frank J. Wood as plaintiffs.

According to the Department of Transportation Act, an agency can only approve the destruction of a protected historic site like the Frank J. Wood Bridge if an alternative plan would result in "operational costs of an extraordinary magnitude." The First Circuit Court of Appeals agreed

with the plaintiffs that DOT and the FHA had erred by not discounting future costs to current dollar equivalents. It ordered the FHA to either justify its rationale or determine whether the difference between the discounted project estimates ($13.7 million to build a new bridge vs. $20.8 million to refurbish) is great enough to justify disturbing a historic site. The agencies remained confident that their proposal would survive legal scrutiny, according to a January Times Record report. “The Court’s opinion makes clear what MaineDOT and the Federal Highway Administration (FHWA) already knew,” the agency said in a statement. “The cost of rehabilitating the Frank J. Wood Bridge is much greater than the cost of replacing it. The Court is requiring one additional factual finding, but we are confident that the result will be the same: the villages of Brunswick and Topsham are going to be connected by a new, safer bridge that better serves all users, including pedestrians and bicyclists.”

The FHA has not yet produced an updated analysis detailing the cost of replacing the bridge, but Maine DOT’s three-year work plan, released in January, estimates the project will now cost over $33 million thanks to rising labor and material costs.

The rising cost of replacing the bridge, combined with Friday’s ruling, has given members of Friends of Frank J. Wood Bridge new hope they’ll be able to save the structure.

“We continue to wait to find out when and how Federal Highway will undertake a new and hopefully fair and honest analysis of the costs and remain convinced that without skewing the numbers to favor a new bridge, the law will require that the Frank J. Wood Bridge be rehabilitated to serve another century or more,” a group spokesperson wrote in a Facebook Post. “We will have funds now to continue the fight in court if necessary, and if not, the Friends will be in a better position to protect the bridge well into the future after it has been rehabbed.”

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick ME)
May 6, 2022

Topsham to Sign Topsham to sign agreement with Maine DOT for new bridge
Author**:** Maria Skillings

Topsham's select board on Thursday authorized Town Manager **Derek Scrapchansky** to sign an agreement with the Maine Department of Transportation regarding the potential replacement of the Frank J. Wood Bridge.

On April 11, Assistant Town Manager Mark Waltz met with Topsham's Public Works Director Dennis Cox, Economic Development Director John Shattuck, Assistant Planner Kate Burch, an MDOT project engineer, and Brunswick officials to discuss any extra improvement costs required for the new bridge.

According to the agreement, neither Brunswick nor Topsham will have to pay more than the future costs committed to in the signed document. All additional costs will be covered by the state. Topsham will pay a one-time fee of $355,000, for the small park on Topsham's side of the new bridge. Brunswick is expected to pay $330,000 for its park, which the Brunswick Town Council will vote on at a May 12 meeting. While the MDOT will maintain the bridge itself, Brunswick and Topsham will be responsible for snow removal, in addition to maintaining the parks on either side of the bridge.

In 2018, Doug Bennett of the Brunswick-Topsham Design Advisory Committee told The Times Record that the two parks would provide sites to honor the history of the area, including pieces of the former Frank J. Wood Bridge structure. Topsham Select Board members said they know the MDOT has taken into consideration the environmental aspects regarding shoreland zoning and are comfortable moving forward at this time.

MDOT is in its final stages of preparing to go out to bid for the replacement of the bridge, said Waltz. Because the MDOT plans to build the new bridge so close to the existing structure, there will be some temporary traffic changes, he said. During construction, traffic on the Frank J. Wood Bridge may be limited to one-way traffic for up to 89 days. MDOT plans to close the bridge completely for six nights from 10 p.m. to 6 a.m.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
May 3, 2022

Topsham may sign agreement with state regarding Frank J. Wood Bridge replacement
Author: Maria Skillings

The Topsham Select Board will meet Thursday to potentially authorize the signing of a municipal-state agreement for maintenance if the Frank J. Wood Bridge is replaced, according to Topsham Town Manager **Derek Scrapchansky.** The agreement concerns the cost and maintenance of a park that would reside next a new bridge and was a step the Maine DOT requires before they can move forward with the project.

The debate over whether to replace or refurbish the bridge connecting downtown Brunswick and Topsham has been simmering since 2016. A local group hoping to preserve the existing bridge, Friends of Frank J. Wood Bridge, sued the Maine Department of Transportation in 2016 to stop the replacement. The Frank J Wood Bridge was built in 1932 and is one of the largest metal truss bridges built during the Great Depression, according to the Maine Preservation Organization. The state has long had concerns about the safety of the bridge due to its deteriorating condition. With a reported 19,000 vehicles crossing the bridge each day, the Maine Department of Transportation enforced a 25-ton weight limit in October 2016. In its lawsuit, the Friends of Frank J. Wood Bridge accused Maine's Department of Transportation of inflating the difference in cost between repairing the bridge, versus replacing it.

That year, the Maine Department of Transportation estimated a new bridge would cost $13 million initially, with a 100-year service life cost of $17.3 million. In contrast, the repair options ranged from $15-17 million in initial costs and $35.2-$38.2 million for service life-cycle costs, according to a previous Times Record article. "We used the best estimates available at the time to give a fair comparison of the alternatives," said Maine DOT spokesperson Paul Merrill in a previous Times Record article.

Boston courts ruled to have the Maine Department of Transportation team up with the Federal Highway Administration to get a more accurate estimate of the cost difference between replacing or repairing the bridge. The Federal Highway Administration determined in 2017 that a new structure would cost $13.7 million to build and $21 million dollars to rehabilitate the existing structure. That is a 53% difference. In 2018, Federal Highway Administrator Cheryl Martin told Friends of the Frank J. Wood Bridge members that alternatives to replacing the bridge were no longer an option. "We're past that point at this point in time," Martin said at the time.

The proposed replacement will be curved on an upstream alignment, with a more open design, compared to the existing bridge. Travel lanes will remain 11-feet wide, but 5-foot shoulders and 5-foot sidewalks will be incorporated into the design; currently, there is an existing 2-foot shoulder with 2-feet of open grid on each side. The legal battle over the bridge has caused extended reviews of the existing structure and driven up costs, said Merrill. "The project has been in limbo since the court filing," Merrill said. Efforts to reach members of Friends of Frank

J. Bridge were unsuccessful. The Topsham Select Board meeting will be held at 6:30 p.m. on May 5 at the Topsham municipal building, with a livestream option at topshammaine.com.

This story was edited at 2:45 p.m. May 9 to reflect the fact that the agreement between Topsham and the state concerned the cost and maintenance of a park that would reside next to a replacement of the Frank J. Wood bridge.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Times Record, The (Brunswick, ME)
March 30, 2022

$9 million dollar Topsham-area school improvement bond sent to referendum
Author/Byline: Maria Skillings

The Maine School Administrative District 75 School Board voted March 24 to send a $9 million dollar school improvement bond to referendum in June. Of that bond, $7.35 million would be used to fund improvements to Mt. Ararat Middle School. While the remaining $1.65 million would cover the cost of 30 paving projects across the district.

"The primary focus of the project involves replacing the building envelope and windows at Mt. Ararat Middle School, as well as a water line repair," Interim Superintendent Robert Lucy wrote in an email. "The project also involves parking lot paving and related site improvements to sidewalks, roads and playground surfaces at facilities across the district, including Bowdoin Central School, Bowdoinham Community School, Harpswell Community School, Williams-Cone Elementary School, Woodside Elementary School, Mt. Ararat Middle School, Mt. Ararat High School, the (district office) including Republic Avenue and Merrymeeting Adult Education."

Business Manager Consultant Gwen R. Bedell Gadbois recommended at the meeting that the district enter a 10- or 15-year bond. "Two months ago, the cost of a 10-year bond would have been $9.5 million. Interest rates have gone up in the last two months. The cost is now just over 10 million," said Gadbois. Gadbois said the first-year interest payment on a 10-year bond would be $91,000, while the first-year interest payment on a 15-year bond would be $103,515. The $9 million dollar bond's total cost after 10 years would be about $10.2 million, while a 15-year bond would cost about $10.7 million, Gadbois said.

The Maine Municipal Bond Bank wouldn't support a 20-year bond because of the paving projects involved. No decisions were made regarding whether to go with a 10- or 15-year bond at the meeting.

Board member Kim Totten said it was urgent to get this passed so the school board could send the project out for bid.

Topsham Town Manager **Derek Scrapchansky** declined to comment on how the bond would impact local tax rates.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
March 20, 2022

Topsham Select Board tables request to remove nepotism from its personnel policy
Author: Maria Skillings

Topsham Select Board on Thursday tabled a request from the town manager to remove a section of the town's personnel policy regarding nepotism. Nepotism is defined as acts of favoritism based on family relationships. Town Manager **Derek Scrapchansky** said that by altering the current personnel policy, he hoped the town would, in its hiring, "open up the doors for people who wouldn't otherwise be able to apply or be promoted within." The town is struggling to fill positions with applicants from outside communities, in part because of a housing shortage. "This could also help remedy that," **Scrapchansky** said.

Board member Ruth Lyons recalled seeing her fair share of nepotism in the workforce and said she believed it can cause problems. Board member Matthew Nixon echoed Lyons' concerns but agreed that "it is almost impossible to find employees now."

Maine's unemployment rate as of January was 4.1%, on par with the national average. The unemployment rate in Sagadahoc County, in which Topsham is located, is 3.2%. Last year at this time the rate was 4.5%

Assistant Town Manager Mark M. Waltz said he never had an issue with nepotism in the 22 years he served on the Brunswick police force. There were two brothers on the force at the same time, with one being a communications supervisor, Waltz said, "two of our best employees at the police department."

Board Chair David Douglass said a new policy should ensure that family members of town employees are not eligible for human resources positions, which have the power to carry out disciplinary actions, hirings and firings among other duties.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
February 1, 2022

Topsham might see an increase in vehicle renewal, registration fees
Author: Payal Gangishetti

Topsham residents might soon see an increase in motor vehicle renewal fees and new registrations. The town's tax office is proposing that the town raise its fee to the current maximum allowed by the law that allows municipalities to charge $2 more for each renewal and new registration issued.

In 2019, the legislature approved a law LD 917, amended, an "Act increasing municipal agent fees for motor vehicle fees." "The legislature approved a law increasing municipal agent fees for motor vehicle fees for almost three years now, but we have not increased it," said Town Manager **Derek Scrapchansky**. "We are bringing it in front of the Select Board Thursday night to see if they would like to go up to the allowed amounts." If approved, the vehicle owners will have to pay $5 for renewals and $6 for new registrations. Currently, the town collects $3 per motor vehicle renewal and $4 per new registration.

Scrapchansky said they did not increase the fee back then due to a major software implementation phase. Moreover, they did not want to increase the fee during the COVID-19 pandemic. "It has been over 2 ½ years we haven't kept up with the fee that has been allowed by the law," said **Scrapchansky.** "We have done our best to keep costs down for the taxpayers, but there comes the point where there is got to increase somewhere to pay for service and to pay for what we do here." He said their staff spends the majority of their time processing new registrations. Approximately 9,600 vehicles are registered at the town office annually.

Scrapchansky said an increase of $2 per registration for about 9,600 vehicles registered annually would lead to a nearly $19,000 increase in revenue for the town. "The bigger picture would be as everything goes up in price, it could be either offset in taxes or in fees," said **Scrapchansky**. "In terms of fees, it would affect people who have new cars that use a service to get new registrations and other things that our tax office does. We wouldn't put the burden on people without vehicles in the form of tax."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Portland Press Herald/Maine Sunday Telegram (ME)
January 19, 2022

Local groups and county officials scramble to provide warm shelter
Author: John Terhune

For some Mainers, sub-zero temperatures might mean letting your engine warm up for a few minutes or tossing an extra log on the fire. But for those without access to reliable heating or a refuge from the elements, the cold can be life-threatening.

When winter temperatures reach extreme lows, as they did last week, networks of local groups and county officials hustle to provide emergency warming shelters to those who need a place to go. "I don't think anyone really wants to believe in their community that there are people unsheltered, living in their cars or in a tent or in a warm space behind one of their downtown businesses," said Mary Connolly, executive director of the Gathering Place in Brunswick. "But that's reality."

Normally open only during the day, the Gathering Place offers community members, including people suffering from homelessness, a warm space to meet and share food and coffee, Connolly said. But after a beloved regular froze to death on the streets of Brunswick in November 2019, the organization began looking for ways to expand access. "It was a huge loss for our community here," Connelly said. "That's sort of what got us going: the hope that we can maybe help prevent something like this from happening again."

Now, on winter's coldest nights, the Gathering Place's small staff and team of volunteers determine whether they have the manpower to open their doors, Connelly said. If they decide to open, they get the word out through local organizations like the police department, the library and Tedford Housing, a local shelter.

On Jan. 10, nine people came in from the cold to spend the night at the Gathering Place, including some referred by Tedford, which was at capacity. "Tedford is always full," said Connelly, explaining the need for emergency shelters. "So on the very, very cold nights where, you know, safety is a risk, it's really great that we're able to provide this other place for people to be."

Sagadahoc County has taken similar steps in recent years to provide and promote emergency warming shelters, said Sarah Bennett, director of the county's Emergency Management Agency. When the National Weather Service alerts the agency that extreme cold is on the way, Bennett passes the message along to local towns, groups and emergency managers, she said. If towns agree there's a need and have the resources to open an emergency shelter, the agency spreads the word through local organizations, the state's 211 service, and a database maintained by Maine Emergency Management Agency.

Sometimes, no one turns up. On Jan. 11, the emergency shelter at the public safety training room in Topsham went unused, according to Town Manager **Derek Scrapchansky.** Bennett, who attributed the underuse of the emergency shelters partly to Mainers' desire to be self-sufficient and the stigma around seeking housing assistance, said the project is still worthwhile, even if community members aren't yet taking full advantage. "We can see in other states and other areas that it does work," she said. "We just have to really promote this type of resource to people in Maine." She stressed that the shelters aren't just for the homeless population, but for anyone who might need a warm place to spend the night, including those with unreliable or malfunctioning heating systems.

While Brunswick has recently approved a plan to expand Tedford Housing's shelter offerings, the Gathering Place is still hoping to provide the community as much support as its limited manpower will allow. "If we could open more often," said Connelly, "we would love to do that."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
October 25, 2021

Veteran-led disaster response organization helps clean up debris from September storm in Topsham
Author: Payal Gangishetti

A group of volunteers with Team Rubicon, a veteran-led disaster response organization, were in Topsham over the weekend clearing debris and downed trees at a residential property. The team of nearly 20 volunteers called the Greyshirts removed downed and damaged trees at local veteran Dan Pollock's property on 60 Meadow Road in Topsham.

The debris were left behind by the microburst that struck the region on Sept. 6. A powerful line of storms brought down numerous trees throughout the area and caused damage to some houses. "This particular response from the Team Rubicon is normally executed for disaster areas, but they deemed it worthy to carry out the operations at this property due to the safety and financial strain of clearing so many trees," said Town Manager **Derek Scrapchansky.**

Scarpachansky added there was no damage to the home on the property, but large trees created a dangerous situation for the homeowner as trees came down and many were leaning and being held up by other weakened trees.

The Topsham Fire and Rescue Department hosted the volunteers for three days. "We set a bunk room up in our training room following the state's Center for Disease Control and Prevention guidelines for COVID-19," said Topsham Deputy Fire Chief Gerry Pineau. "We also assisted with their meals."

Pineau said the volunteers carried out the clean-up activity on over one acre of land in the property owner's backyard. The volunteers used this site as a training site for their next appointment, said Pineau. About 75% of Team Rubicon members are military veterans. The organization's volunteers respond to natural disasters and help families return to their homes as soon as possible.

The organization offers veterans a chance to continue their service by helping those affected by disasters. Since its inception following the 2010 Haiti earthquake, Team Rubicon has responded to over 250 disasters, including Hurricanes Harvey, Irma, and Maria, according to the organization's website.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

https://wgme.com/news/local/more-affordable-housing-units-coming-to-topsham

WGME
September 28, 2021

More affordable housing units coming to Topsham
Author: Staff Writer

Mainers on the Midcoast are struggling to pay rent, but more affordable housing is on the way. Affordable housing units are continuing to be built in Topsham. The town's housing authority says there's a critical need for them as home prices continue to rise. "People just cannot find a place to live," Brunswick-Topsham Housing Authority Executive Director John Hodge said.

It's a problem facing Mainers across the state. "It's really a tough market for renters right now with rental prices going so high," Maine State Housing Director Daniel Brennan said. "The lack of affordable housing, and not just affordable housing, but any kind of housing," Hodge said. Hodge says they own and manage 327 affordable apartments in the area and are waiting on state approval for a new building. He says it will be a 38-unit apartment complex for families who make 60 percent of the area's median income. For a family of four, that's about $52,000 a year. "It really is geared towards people who are working," Hodge said.

"Housing is one step closer to making this place a viable community," Topsham Town Manager **Derek Scrapchansky** said. **Scrapchansky** says more affordable housing means people will move to the area, work at local businesses and help the town's economy. "On several occasions, we've had people apply but could not find housing," **Scrapchansky said.**

"We don't want to have a community that has all high-priced units or all low-priced units, we want there to be a balance," Brennan said. At the Maine State Housing Authority, their goal is to build 1,000 affordable housing units. They're on track to finishing 500 by the end of this year. "We've got rental prices throughout Maine just going higher than people can afford," Brennan said. One man who lives in an affordable housing unit says he was homeless until he found an apartment there. He says units like that can make all the difference for many people in the area.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
September 11, 2021

Topsham holds memorial service for 9/11 victims
Author: Payal Gangishetti

A memorial ceremony was held at Topsham Town Hall Saturday to remember the victims of the terrorist attacks on Sept. 11, 2001. "20 years ago today, a morning very similar to the sunny and clear day we have today, Americans watched in horror as the terrorist attacks left 2,977 people dead," said Town Manager **Derek Scrapchansky.**

The commemoration began at 8:30 a.m. with a prayer, followed by a moment of silence at 8:46 a.m., marking when the first jetliner hijacked by terrorists was flown into the World Trade Center in New York City. 20 years ago, two planes were flown into Manhattan's World Trade Center towers, which fell later that morning. Another plane crashed into the Pentagon outside Washington, D.C., and the fourth crashed in a field in Pennsylvania after passengers fought back against the hijackers.

Scrapchansky, a Navy pilot stationed in Jacksonville, Florida, at the time of the attacks, said his memories of 9/11 are forever etched in his mind. He was attending an intelligence conference at the Naval Air Station in Brunswick when he and his friends learned about the incident, said **Scrapchansky.** "Around 8:45 a.m., we were in the break room, and what we saw on the television appeared to be a small aircraft that had struck the World Trade Center," said **Scrapchansky.** "We were shocked. While we were still processing what had happened, the second plane hit the South Tower, and only after that we realized those were commercial planes."

Two days after the attack, when they **Scrapchansky** and his colleagues were flying back to Florida, **Scrapchansky** said they were the only ones flying down the eastern seaboard. "We were advised to stay 10 nautical miles away from New York City. I'll never forget one radio call, asking permission to deviate from a thunderstorm, and the air traffic control said there is no traffic. Go anywhere you want," said **Scrapchansky** said. As they passed the eastern side of Manhattan, **Scrapchansky** said the flight crew stared out the windows at a plume of smoke that seemed to rise never-ending to the sky. Topsham Police Department Chief Marc Hagan said it is important to take a moment to recognize and celebrate the resiliency of the nation in the wake of the attacks.

Attendees had the opportunity to stake 2,977 American flags in the ground representing the lives lost. The ceremony included the reading of the names of each person who died.

The Times Record
September 8, 2021

'Everything around was chaotic': Topsham first responder recalls time in the New York Fire Department during 9/11
Twenty years after the tragedies of Sept. 11, Topsham paramedic and firefighter Elizabeth Reeves remembers the colleagues she lost.
Payal Gangishetti

This Saturday, the nation will pause in solemn remembrance of 9/11, marking 20 years since the worst terrorist attack on U.S. soil killed nearly 3,000 people, including more than 400 first responders. The memories of that dark day cuts deep for people like Topsham paramedic and firefighter Elizabeth Reeves, who was working as an emergency medical technician with the New York Fire Department when the attack occurred. Reeves said she was on duty at Harlem FDNY Emergency and Medical Service Station when somebody ran into the station and said that a plane had hit one of the towers at the World Trade Center.

"My crew and I immediately got on to our ambulances and went to the scene," said Reeves. "Already by then, the radio announcements were being made, and everything around was crazy. No one could ever have expected the massive loss of life and destruction that occurred in a single day." Reeves said she had seen many incidents and cases as a paramedic, but when she and her crew arrived in lower Manhattan, the effects of the attack were overwhelming. "We get to see some horrible things as part of our job," she said. "People run to get over by trains at subways, buses crashes, taxis jumping, drowning in the river and getting stabbed, but the 9/11 incident was just different and sad. It's hard to process."

Reeves said when they reached the scene, all they saw was destruction. "If I can correctly recall, when we reached the World Trade Center site, we saw people frantically digging through the rubble to find survivors. Everything around was chaotic and in complete destruction. I had never seen anything on this scale." Reeves said she was focused on doing what she could to help. "There is no room for emotion on those types of jobs," said Reeves. "I saw family members of the deceased shattered. None of us had ever seen or imagined that two giant towers full of people, who just went to work would be destroyed. It was sadness all over."

She lost many of her co-workers but couldn't keep track of the number, said Reeves. "FDNY is a big department. We didn't know who was alive and who was not. After the incident, we realized many staff members were missing, and that is when we got to know that they died in the terror attack," said Reeves. Though it was difficult for her to cope with the entire situation after the incident, it did not take her long to come out of the trauma. "It's all about relatability," said Reeves. "A lot of cops, firefighters, and EMS staff come across many things on duty. We don't go and share it with our families and put pictures in their heads. We deal it our way."

While many of her colleagues took psychiatrist help to cope with the entire situation, Reeves said she never had any coping mechanism. All she did was do a lot of physical activity and running,

which she thinks has helped her. She moved to Maine in 2006. Reeves currently works as a paramedic and firefighter at the Topsham Fire and Rescue and lives with her husband in Brunswick. She will be speaking at the 9/11 memorial service in Topsham Saturday. Other speakers include will include Topsham Fire Chief Chris McLaughlin, Police Chief Marc Hagan and Topsham Town Manager **Derek Scrapchansky**, who was serving in the United States Navy as a pilot at the time of the attacks.

The ceremony begins at 8:30 a.m. at the Town Hall and at the Public Service building at 100 Main St. As part of the Memorial, following the speakers, the names of each of the victims of the 9/11 attacks will be read.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
August 31, 2021

Topsham to host first-ever expo showcasing local businesses
Author: Payal Gangishetti

Topsham is hosting its first-ever Discover Topsham Small Business Expo, with the hope of providing an opportunity for small businesses to be discovered by the community — and by other businesses.

The expo is the brainchild of Selectmen Chairman David Douglass, who got the idea when he started his own small businesses in March and wanted to get the word out about it. "While I was brainstorming to decide how to get my businesses out and known to the people, I came up with this idea and thought how nice it would be if the town can plan something to help business owners showcase what they do," said Douglass. Douglass hopes to see this expo as an annual event that might take place during the summer.

Douglass feels that they have done a lot of work over the years assisting relatively larger businesses, and it's time they do something for small businesses as well. "I think we have some work to do to help small businesses," said Douglass. "With business owners registering for the expo we will have an email list with us here in the town. If a situation like pandemic arises in the future, we will have the ability to reach out to them and maybe get them in the right direction either through Paycheck Protection Program or something else."

The exhibitors at the expo must be in Topsham and must pre-register. The event is limited to the number of participants the parking lot can hold, according to the town's website. Businesses can also take orders and set appointments during the expo and use the event as an opportunity to hold on-the-spot job interviews.

Town Manager **Derek Scrapchansky** said he hopes this initiative by selectmen will help connect and introduce Topsham-based small businesses to the community. "Like many communities, our local businesses have been impacted this year due to COVID-19 restrictions, labor shortages, and rising inflation rates. We hope the event will provide the community some familiarity with the businesses while meeting business owners and staff," said **Scrapchansky.**

Scarpchansky added the expo would provide an opportunity to strengthen business relationships and communication with the town's business community and for residents to discover employment opportunities possibly.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
April 20, 2021

Proposed Sagadahoc County budget to increase taxes 1.4%
Author: Darcie Moore

The proposed $10.7 million Sagadahoc County budget for 2021-22 would raise taxes a total of $125,920 or 1.4% for the 10 communities in the county. The county spending plan for 2021-22 is increasing by $342,818 or 3.3% according to Pamela Hile, the county administrator. The county taxes fund the Bath-based Sagadahoc County Sheriff's Office and communications department, administrative staff, the district attorney's office, the Sagadahoc County Emergency Management Agency and Board of Health as well as the county registry of deeds and register of probate.

The capital budget is increasing by $88,874 said Hile. The county plans to spend $28,000 to replace cameras in cruisers. The county is proposing to spend $18,000 for Emergency 911 software upgrades and raise an additional $40,000 to replace the emergency dispatch software system.

The county's employee wages are increasing 3% which is also driving the overall increase. Taxes are partially offset by $237,000 in surplus funds, Hile said. The county also anticipates a $46,810 drop in debt service payments in 2021-22. The county budget accounts for a small portion of the taxes paid in communities that also pay taxes to the school and municipality.

In Topsham, for example, the proposed $13.6 million municipal budget for 2021-22 requires an estimated $7 million in taxes or 35% of the total tax levy compared to $11.3 million or 56% for the Maine School Administrative District 75 school budget. The county budget would require $1.8 million in taxes which is only 9% of the total estimated taxes the town would raise in 2021-22. Hile said she doesn't know how the proposed county budget would impact the tax rate in each of its municipalities. However, she expects it will have no effect or trigger a small increase in taxes. Communities that have larger increases in property valuation are more likely to see their county tax increase, Hile said.

Topsham and the city of Bath will pay the largest portion (21% each) of total county taxes in 2021-22. Topsham Town Manager **Derek Scrapchansky** said the county budget isn't expected to affect Topsham's tax rate, which he estimates may drop 1.5%.

Bath's finance director Juli Millett said in an email Tuesday that she doesn't expect to know how the proposed county budget will affect Bath's tax rate until next week. The Sagadahoc County Commissioners and Budget Advisory Committee will hold a virtual joint public budget hearing Thursday at 6 p.m. Anyone interested in participating can call the county at (207) 443-820 to request the link to the Zoom meeting.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
April 4, 2021

Topsham will hold its second drive-in town meeting on June 2
Author: Darcie Moore

Topsham selectmen voted unanimously Thursday to push the town meeting from May 26 to June 2 and to hold it outside, similar to last year's. This year's meeting starts at 6 p.m. at the Topsham Fairgrounds. The rain date is June 3. "Same situation as last year; we still have indoor gathering limits as directed by the state through the month of May," said Town Manager **Derek Scrapchansky.**

Currently, Maine's limit for indoor gatherings is at 50% capacity, and outdoor gatherings are limited to 75% of capacity. Starting on May 24, the limit on indoor gatherings will increase to 75% of capacity, and outdoor gatherings to 100%. The town normally holds its annual town meeting in May, when residents vote on the budget and any zoning changes.

Topsham is proposing a $13.6 million municipal budget for 2021-22 that is expected to decrease the town's tax rate if the expenses and revenues hold as projected. The proposed budget is an overall increase of just under 1.5% but would require about $300,000 less in taxes if the estimated school and county budgets hold steady.

That would result in an estimated tax rate drop of 2.2% and could lower the tax rate from $17.86 to $17.47 per $1,000 of assessed value, **Scrapchansky** said previously. For a home with an assessed value of $200,000 that could result in the tax bill dropping from $3,572 to $3,488 or by $84. Properties with an increased assessed value could still trigger an increase in taxes.

Budgets for Maine School Administrative District 75 and Sagadahoc County aren't finalized until June. Last year, due to the coronavirus pandemic and restrictions on indoor gatherings, the town postponed the meeting until July and moved it to the fairgrounds.

There were 126 registered voters attending that meeting out of approximately 7,800 registered voters in town. Residents voted from their vehicles during the meeting, which was broadcast over a radio station and through a speaker system. The town has booked the same tech company to broadcast the meeting on June 2, **Scrapchansky** said.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
March 22, 2021

Topsham municipal budget expected to drop tax rate 2.2%
Author: Darcie Moore

Topsham is proposing a $13.6 million municipal budget for 2021-22 that is expected to decrease the town's tax rate if the expenses and revenues hold as projected. Town Manager **Derek Scrapchansky** said the proposed budget is an overall increase of just under 1.5% but would require about $300,000 less in taxes if the estimated school and county budgets hold. That would result in an estimated tax rate drop of 2.2% and could lower the tax rate from $17.86 to $17.47 per $1,000 of assessed value, **Scrapchansky** said. For a home with an assessed value of $200,000 that could result in the tax bill dropping from $3,572 to $3,488 or by $84.

Scrapchansky said the town is increasing the road paving budget 85% from $350,000 to $650,000 to help keep up with needed road maintenance around town before deteriorating roads need more expensive rehabilitation work to repair.

The town is increasing its capital program by $247,000 to do road and culvert work. The town plans to replace a culvert on Elm Street at an estimated cost of $675,000. **Scrapchansky** said only $425,000 will come from taxes; the rest will come from a reserve account to replace the culvert. The town is also buying a new plow truck, a new hybrid police cruiser, and new cardiac monitors for the fire and EMS department.

Like last year, **Scrapchansky** said the budget includes very conservative revenue projections, including a very small excise tax revenue increase. The budget also assumes there will be no increase in municipal revenue sharing — the portion of sales and income taxes the state gives to municipalities. The state has still not released those projections. This would be the second year in a row Topsham's tax rate dropped. In the current 2020-21 fiscal year, the town decreased its tax rate from $19.15 per $1,000 of assessed value to $17.86 per $1,000 of assessed value. The Topsham selectmen will hold a public hearing on the proposed 2021-22 budget on April 15.

The town is also expected to get $890,000 as part of the American Rescue Plan, **Scrapchansky** said. That money can be used to respond to the coronavirus health emergency or its negative economic impacts, including establishing programs to assist households, small businesses or nonprofits; or to assist impacted industries such as tourism, travel and hospitality, according to **Scrapchansky**.

The stimulus funds can also be used to replace lost municipal revenue and to fund water, sewer and broadband infrastructure. The town is still awaiting more information about how to access and spend the federal funding, **Scrapchansky** said. It is not included in the proposed budget.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
March 7, 2021

Topsham replacing police and fire department radios
Author: Darcie Moore

Topsham will spend $77,387 to replace outdated portable and mobile radios used by its police and fire departments. The town's select board voted unanimously Thursday to pay for new radios using money from the town's reserve account.

Police Chief Marc Hagan said the police department wants to replace 18 portable radios and 12 mobile radios for the cruisers. EMS director Mike Labbe said the fire department would be replacing 16 mobile radios for emergency vehicles and 22 portable radios. "When I first came here in the fall, a lot of the officers were complaining about our inability to communicate not only with each other, but with Sagadahoc Communications because of the age of our equipment," Hagan told selectmen.

Hagan said an audit of the police department's equipment revealed that the majority of its radios are at least 10 years old, "and they're operating beyond their life expectancy." Police have had to take parts from existing radios to fix others when they break, he added. The battery life testing failed in 75% of the radios. "It's difficult at best to find replacement parts for them," Hagan said. Hagan said the fire department was having the same issues with its radios. "Our ability to communicate is crucial and when we can't communicate, we're putting our personnel and the public at risk," Hagan said. Hagan estimated the portable radios the officers carry with them cost around $900. The mobile radios in the cruiser cost roughly $1,500. There are some additional installation fees.

The town received two bids on new radios and went with the lower bid from Radio Communications Management in Portland. Town Manager **Derek Scrapchansky** said the radio purchase will be paid for through an emergency funding account designated for public safety radio equipment. That account has a balance of about $180,000. The new radios will have the capability to have updated software, Hagan said. He also is including incremental radio replacement in his capital equipment plan so the town won't have to replace all its police radios at once in the future.

Hagan told selectmen the communication problem is two-fold. One problem is the condition of the town's radio equipment, which should be addressed within the next few weeks with the purchase of new radios. The second problem is the radio coverage in town, which will likely take longer to fix. A memo from Hagan to **Scrapchansky** notes that Sagadahoc County Communications has hired an outside firm to audit the county's radio coverage. The audit found numerous dead spots where radios don't work, according to the memo.

Sagadahoc County Administrator Pamela Hile said Friday the county is studying ways to improve its communications across the county but hasn't yet finalized a plan.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
September 17, 2020

Topsham sets tax rate
Author: Darcie Moore

The Town of Topsham has decreased its tax rate from $19.15 per $1,000 of assessed value to $17.86 per $1,000 of assessed value. For a home assessed at $200,000, that reduces the annual tax bill from $3,830 to $3,572 — a $258 decrease.

Town Manager **Derek Scrapchansky** said selectmen's conservative approach to this year's budget, a $49 million increase in valuation and increases in revenue from the state all contributed to the decrease.

Topsham property owners will receive their tax bills during the next few days and many will notice an increase in the assessed value of their properties, according to **Scrapchansky.** "This increase reflects real estate sale prices continuing to increase in Topsham within the prior year," he said. "The goal of the valuation increase is to keep town assessments reasonably close to 100% of market value. If the assessed values diverge too far from market value, state law would require proportional reductions to Homestead, Veteran and Blind exemptions."

Reducing those exemptions would also reduce state reimbursement, causing an increase in property taxes, **Scrapchansky** said.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
July 30, 2020

Topsham voters approve $13.5 million municipal budget
Author: Darcie Moore

Topsham voters on Wednesday approved a $13.5 million municipal budget that is expected to drop the tax rate by 1.3%. The municipal budget is a $655,579 increase from the 2019-2020 fiscal year. The Maine School Administrative District 75 budget would increase taxes in Topsham $62,066 and the Sagadahoc County budget is increasing taxes $78,464. The municipal budget uses surplus funds to help offset taxes and pay for capital expenses. Town Manager **Derek Scrapchansky** has estimated the tax rate will drop from $19.15 per $1,000 of assess value to $18.90 per $1,000. The owner of a home valued at $200,000 would see their tax bill drop by $50. The budget assumes the town will see a 15% decrease in excise taxes compared to 2019 due to financial impacts of the coronavirus pandemic, according to **Scrapchasnsky**. He's also budgeted for flat municipal revenue sharing from the state.

Voters approved a $248,245 increase in the general government budget, which some residents opposed. Guy Erdmann argued that the town shouldn't increase the spending during the coronavirus pandemic when residents and businesses in the area have faced economic hardships. "You have scores of people out of work and struggling and trying to make ends meet and here you giving yourself raises?" he said. Select board Chair Dave Douglass said the majority of the town employee wages are tied to contracts. "We don't have the ability to take away what they've signed as a contract," Douglass said. Phil Grubbs argued that the town continually increases the budget at rates "substantially above the rate of inflation." While the town is using surplus funds to offset the spending increase this year, "that till will run dry at some point," Grubbs said. "A lot of people don't have the money to keep carrying that."

Residents also approved a zoning change regulating public groundwater protection by a 47-42 vote. The revisions strengthen development requirements around the aquifer by the Brunswick and Topsham Water District on River Road that provides public drinking water. However, it removes these water protection standards in the Bay Park subdivision area and along a western section of the Androscoggin River. Jeanette MacNeille of Brookside Drive said she sees no justification for loosening the water protection requirements in town. "We all drink well water," she said. "I don't see any reason to not protect the area in which we live."

Town Planner Rod Melanson said the changes were proposed so the town can better enforce the groundwater protection rules. There is no evidence the areas like Bay Park that are now released from the tougher standards even have aquifers — rock or sentiment containing groundwater. "It does not work out or comport to any understanding of why were protecting non-aquifers," he told The Times Record on Thursday. The state still has standards that protect groundwater from larger, high-impact projects, Melanson said.

Due to the coronavirus pandemic limiting the number of people allowed at public gatherings, the town held the drive-in town meeting at the Topsham Fairgrounds. The meeting was broadcast over the radio and voters held up red sheets of paper outside their vehicle windows to vote. The meeting spanned a little longer than an hour. There were 126 registered voters attending the meeting out of approximately 7,800 registered voters in town.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Portland Press Herald/Maine Sunday Telegram (ME)
July 8, 2020

Topsham Police chief to resign after 2 decades with department
Author: Staff Writer

Police Chief Chris Lewis is resigning after 21 years with the department, effective July 17. "I am seeking a new opportunity which will also bring a fresh perspective to the Topsham Police Department," Lewis said in an email Wednesday. He was unavailable that day for further comment, but said Detective William Collins would be formally recognized as lieutenant Monday, July 13. Lewis' departure follows that of Lt. Fred Dunn, who resigned June 12 after two decades in Topsham and moved to Florida to join his wife.

Town Manager **Derek Scrapchansky** said in a statement that Lewis, who became chief in 2013, "voluntarily resigned" July 6, and that he had "served honorably" during his years with the department, including time as a school resource officer and D.A.R.E. officer.

"Although he enjoyed the multiple facets of the administrative positions he held over the last 17 years, he is looking forward to the next chapter in his law enforcement career," **Scrapchansky** wrote. "On behalf of the citizens of Topsham, the Board of Selectmen, and myself, I want to wish him and his family well in his next endeavor."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
July 5, 2020

Topsham's proposed $13.5 million budget could drop taxes 1.3%
Author: Darcie Moore

Topsham selectmen are proposing a $13.5 million municipal budget for 2020-21 that Town Manager **Derek Scrapchansky** projects will reduce the tax rate 1.3%. Residents will vote on the proposed budget at a town meeting later this month. The proposed municipal budget is a $655,579 increase from the current fiscal year. The proposed Maine School Administrative District 75 budget would increase taxes in Topsham $62,066 and the Sagadahoc County budget is increasing taxes $78,464.

Scrapchansky said the town has a healthy fund balance. The proposed municipal budget approved by selectmen Thursday uses surplus funds to help offset taxes and pay for capital expenses. He estimates the tax rate will drop from $19.15 to $18.90 per $1,000 assessed value. The owner of a home valued at $200,000 would see their tax bill drop $50. The tax rate will depend on how much revenue to town gets during the 2020-21 fiscal year, which **Scrapchansky** expects will take a hit due to the coronavirus pandemic. "We're assuming a 15% decrease in excise tax," compared to 2019, **Scrapchansky** said.

He's also budgeted for a flat level of municipal revenue sharing from the state, which initially projected a 27% increase in March. The town is purchasing an ambulance for $325,000, a plow truck for $135,000 and planning $350,000 in road paving projects.

The budget also includes $360,000 for work on the Topsham side of the Frank J. Wood Bridge as part of the upcoming bridge replacement by the Maine Department of Transportation. Also known as the green bridge, the structure spans the Androscoggin River between Topsham and Brunswick. Select Board chair David Douglass said plans include a small park and outlook area near the approach to the existing bridge, which will be removed.

The police department budget is increasing by $169,848. **Scrapchansky** said the department is getting a new police cruiser and new radar systems. The town negotiated a new police contract that "puts us in a good position for recruiting and retaining police officers," he said. The town is heavily investing in its software and computer systems with information technology support, according Douglass, which largely accounts for the $118,928 increase in central services.

Many towns that normally pass budgets at a town meeting opted to send budgets to a referendum vote on July 14. Topsham is holding a drive-in style town meeting at the Topsham Fairgrounds at 6 p.m. on July 29. According to June 15 guidance issued by the Gov. Jane Mills administration on drive-in town meetings, voters enclosed in their vehicles don't count against the 50-person gathering limit. Selectmen wanted to give residents the chance to discuss the proposed budget and ask questions, Douglass said.

Douglass said registration starts at 5 p.m. and residents will enter via the back entrance off the Route 196 Coastal Connector. Three microphones will be set up and staff will sanitize them between users. Voters will be given ballot cards and handouts as usual. "It is intended to be just as any other town meeting," Douglass said. "The only difference is how you sit and where it's located." The rain dates are July 30 and July 31.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
June 21, 2020

Topsham giving up rights to historic mill village school
Author: Darcie Moore

Topsham selectmen decided last week to turn a century-old school building back over to the current property owner, raising fears from some residents that the building may be in jeopardy. The Pejepscot Mill School, located at 14 Pejepscot Village Main St. off River Road, was built as part of Pejepscot Village, a small community of homes with its own store, post office and school that supported Pejepscot paper mill workers. Built in the late 1890s, the mill property is now owned by Pejepscot Industrial Park, Ink. Grimmel Industries, an affiliate of that corporation, operates a scrap metal recycling plant at the former mill site.

The former paper mill owner, Pejepscot Paper Co., granted the town the rights in 1899 to use the school building. That deed specifies that at any point it is no longer used as a school, the building will revert back to the paper company, according to Town Manager **Derek Scrapchansky.** Those rights were transferred from the town to Maine School Administrative District 75 in 1976 and back to the town in 2007. The school district had been leasing the building to Midcoast Maine Community Action's Head Start program, which the town continued to do while also maintaining the building.

Scrapchansky said Midcoast Maine Community Action was unsure earlier this year if it would extend its lease with the town, which ends June 30. The organization was considering consolidating schools at another location. **Scrapchansky** said Pejepscot Industrial Park is offering to continue an annual lease for up to a decade for the Head Start program if it chooses to remain.

Some residents have raised concerns over the town relinquishing its rights to the building, particularly if Head Start doesn't continue to lease the building. Selectboard Chairman David Douglass read three letters from residents during the virtual meeting Thursday. "Grimmel Industries has a history of tearing down buildings in that area and I cannot see what interest they would have in that property, nor why they would basically be given the property," Rachael Reynolds of River Road wrote in an email to selectmen.

The town tried to protect the building in 2007 by nominating it for the National Register of Historic Places. The nomination was rejected because the building didn't meet the criteria, largely because of modifications made to the building including vinyl siding and window replacements. At the end of the day, "it's not ours," said Douglass. Selectwoman Ruth Lyons said that while she would like to save the school building, but it is riddled with title issues and is a financial burden on the town.

Asked how much the town spends on average annually on maintaining the building, **Scrapchansky** said Friday he didn't know. The building, which wasn't being taxed, now will be. The property has an assessed value of $220,000.
Selectman Matt Nixon was the lone dissenting vote on transferring the property to Pejepscot Industrial Park, Inc.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
June 11, 2020

Brunswick senior to attend Air Force Academy
Author: Staff Writer

Sara M. Scrapchansky of Brunswick has accepted an offer to attend the United States Air Force Academy in Colorado Springs, Colorado. Scrapchansky is a senior at Brunswick High School. Her parents are Keli and **Derek Scrapchansky**.

"My father is a retired Naval Commander and my role model," Scrapchansky wrote in her letter requesting a nomination. "He encouraged me to face challenges as opportunities," "Through my father's honesty, integrity, and grit, I learned the value of facing stress with optimism. I do my best to follow in his footsteps by integrating his attitude and discipline into the way I lead my life."

Congresswoman Chellie Pingree nominated Scrapchansky to the Academy in December. "Acceptance to a U.S. service academy is extremely competitive and reflects highly on a student's scholarship, community service, and character," said Pingree. "Along with all the other Maine students I nominated, Sara has demonstrated an incredible commitment to serving the country and a maturity well beyond her years. I'm very proud that she was accepted to the Air Force Academy and wish her the very best in her time there."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
March 30, 2020

Topsham postponing town meeting a month
Author: Darcie Moore

Topsham officials plan to move the May 20 annual town meeting to June 17 due to the ongoing coronavirus pandemic. Postponing the town meeting isn't expected the change the budget at this point, Town Manager **Derek Scrapchansky** said.

Topsham selectmen chairman David Douglass said Monday that while selectmen's proposed 2020-21 budget hasn't been finalized, its current proposed spending plan isn't expected to increase the tax rate. Douglass said it is possible the coronavirus health crisis could impact the budget, though selectmen haven't had a chance yet to meet to discuss those impacts. A lot of the potential financial impact depends on how long the spread of the virus continues, he said. Selectmen will continue to assess its revenue projections between now and the June town meeting. "This is going to be unchartered waters," he said.

Scrapchansky said the delay gives staff time to investigate alternatives in case it still isn't safe to have a public meeting on June 17. Selectmen plan to meet through video conferencing Thursday night to vote on rescheduling the town meeting. A recording of that meeting will be posted on the town website. It will be the first meeting selectmen have met remotely.

Scrapchansky said the town on a way to broadcast the meeting live over the town's local TV station. He expects other town committee meetings, no longer taking place in-person, will be meeting online as well. **Scrapchansky** said the town is looking at holding online budget hearings in a way to maximize public input. By delaying town meeting, "we're able to investigate further," he said.

Scrapchansky said the state is allowing towns that can't hold a town meeting to approve a new budget before the end of the current fiscal year to operate on the current budget until a meeting can be held. The fiscal year ends June 30.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston, ME)
February 9, 2020

Topsham hires Scrapchansky as new town manager
Author: Darcie Moore

Topsham selectmen had only to look as far as their interim town manager **Derek Scrapchansky** to find their next town manager. The five-member board unanimously voted to hire **Scrapchansky** as the town's top administrator Thursday. **Scrapchansky** first came to Topsham in late September 2018 to work as assistant town manager. He was tapped as interim town manager when former town manager Rich Roedner left Jan. 2 for a job in Elon, North Carolina.

Selectboard Chairman Dave Douglass said the board was pleased with **Scrapchansky's** work over the past year. When Roedner gave his resignation in November, selectmen met with **Scrapchansky** and discussed how the town was running and opportunities for the future. They decided to pursue **Scrapchansky** early on as town manager rather than launching a search to fill the role.

Selectmen decided to pursue **Scrapchansky** instead of launching a search to fill the role. "We're very familiar with the things he's been working on and what he's been producing and knew he was a great fit for the town," Douglass said. "We had really positive feedback from employees so we as a (board) sat down and started talking about previous hiring processes and it became early on a consensus by the group that we wanted to focus on **Derek**." "He certainly brings some leadership and has an eye toward tackling things we really need to tackle," Douglass said.

Scrapchansky said he is focused on the budget process as well as developing a new and robust facilities management program and capital plan to preserve town property and prevent repair and replacement costs down the road. For example, the town office and public safety building were built in 2007 and recently, deteriorated trim on the town office had to be replaced.

Scrapchansky said he wants to focus on retaining staff and wants to ensure the town has a good employee recruiting plan so it attracts highly talented people. **Scrapchansky** also wants to keep the lines of communication open between the town office and the public, stating he'd like to hear from the public about how he and his staff are doing, along with suggestions. "We are very welcoming here and we hope that continues," he said.

Scrapchansky signed a three-year contract ending in May 2023 and will earn a $111,000 salary. "The town has an incredible group of professional and dedicated employees that are supportive of one another and are focused on the quality of service they provide to the community," **Scrapchansky** said. "The Topsham community is simply impressive. I have witnessed a level of passion and commitment of many residents that seek to improve the town every day."

Scrapchansky retired from the U.S. Navy in 2014 after 25 years. He served as the assistant town manager in Brunswick from 2015 to 2017 before coming to Topsham in 2018. He stated in his resignation letter that he was leaving the position due to constraints he faced and opportunities that were in the best interest of his family.

Working with the federal government and Department of Defense gave him experience dealing with budgets, managing departments and multi-tasking on projects. For example, he worked as director of New Technologies for the Navy's Patrol and Reconnaissance Group during his last posting in Norfolk, Virginia. In that role **Scrapchansky** managed new technology integration into more than 100 aircraft, and facilitated training and operational readiness programs for more than 8,300 personnel.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Portland Press Herald/Maine Sunday Telegram (ME)
January 21, 2020

Topsham Police eyes women's locker room expansion to keep up with changing ranks
Author: Alex Lear

With the ranks of women growing to the point that the locker room needs to expand, the town is looking to double the space used by the Police Department's female officers. It's what Chief Chris Lewis calls "a great problem to have." Topsham now has three full-timers and one part-time female officer among its 16-member roster – down from five female members last year – but still finds "the current locker room lacks the space that they need," Lewis said. "If we were to hire one more female officer it would be at full capacity, and not much room for them to be able to comfortably change and put on their equipment." Space in the shoebox-shaped room can already be tight at times; the door swings into the space where one locker's user would be standing. Selectmen were due Jan. 16 to hire Lajoie Brothers to expand the women's space, but inclement weather forced the meeting to be postponed to Feb. 6.

Residents last May approved budgeting $20,000 for the project, but the sole bid received last November was $27,757 and subsequently denied, according to Interim Town Manager **Derek Scrapchansky**. Lajoie submitted a $15,698 bid, compared with Maine Highlands Contracting at $39,757. Lajoie recently completed a trim and fascia project on the Topsham Municipal Building, and is due to complete the locker room project by March 15. The town will purchase lockers and other related equipment not included in the project bid from a different vendor, with costs to be kept within the appropriated budget amount, **Scrapchansky** said. Lockers cost about $1,100 each, Lewis said.

The women's locker room has five lockers and about 70 square feet of open space; the men's room has 15 lockers and about 165 square feet of open space, according to **Scrapchansky.** The women's area will expand into an interview room, with a doorway created in the wall between the two, and the expanded space enclosed. The interview room's equipment will be relocated to the booking room. "That room will be enclosed and redesigned," Lewis said. The new configuration will include eight lockers and about 130 square feet of space. "Depending on the configuration of lockers, more lockers are possible," **Scrapchansky** said. "This project is important to us as we look to the future. Law enforcement, like many other occupations, has become stronger with greater diversity and we welcome it. We will also continue to assess areas that may impact job performance as we strive to increase our standard of service to the Topsham community."

Courtney Everett, who joined the department last January, said she will be pleased to have the additional space. The 22-year-old went into the police field knowing it was a male-dominated profession, "but (with) there being other females, that helps build your confidence," she said. "It was good" to have other women there when she joined, Everett added, particularly since two of them were her field training officers.

John Rogers, director of the Maine Criminal Justice Academy, began tracking the gender of the state's police officers in 2017. He found by the end of 2018 – he is still tallying last year's numbers – Maine had 256 full-time female law enforcement officers (8.82% of the state's total), and 50 part-time female law officers (6.42%). Maine also had 232 female corrections officers (15.55%). One-eighth of the country's full-time female law enforcement officers are female, Rogers reported last year.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick ME)
December 6, 2019

Topsham assistant town manager tapped for interim role starting Jan. 2
Author: Darcie Moore

Topsham selectmen unanimously appointed assistant town manager **Derek Scrapchansky** as the town's interim town manager effective Jan. 2. That will be the last day of work for the current town manager, Rich Roedner. As interim town manager, **Scrapchansky** will have a salary of $2,000 a week.

Roedner and his wife are moving to Elon, North Carolina where he will serve as that community's town manager. He said he and his wife were seeking warmer weather. Roedner has been Topsham's town manager since 2014 but started working for the town in 2002 as the town planner. Topsham selectmen hired **Scrapchansky** in September 2018. He spent a year and a half as the assistant town manager in Brunswick before resigning in May 2017.

"He comes highly recommended from everyone he's worked with in the past on different projects when he was on the other side of the river," Roedner said when **Scrapchansky** was hired in Topsham. "I think he will make a great addition to our team."

Graduating from the University of Connecticut with a degree in economics, **Scrapchansky** went on to Embry-Riddle Aeronautical University to earn his MBA and the Air Force War College for national security and strategic studies. **Scrapchansky** is a 25-year veteran of the Navy, and retired as a commander. While serving, **Scrapchansky** flew P-3 Orions as well as the Broad Area Maritime Surveillance Unmanned Aerial Vehicle. **Scrapchansky** was once stationed at the Brunswick Naval Air Station.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Derek Scrapchansky** is listed below.]

TOWN OF TOPSHAM ANNUAL REPORT
2018-2019

Town Manager's Office Annual Report

Each year in my Annual Report, I try to provide some highlights of the previous year. This year is no exception. This year was best defined as "coming to grips with overdue needs".

2. At the May 2018 Town Meeting, the voters approved a budget that included some significant changes to the staffing of municipal offices. Included in this was a new Assistant Town Manager, filling a position that had been vacant since 2011. The added capacity that **Derek Scrapchansky** has given us has enabled us to undertake some long-standing efforts, including getting a handle on the maintenance of our physical plant. E

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun Journal (Lewiston ME)
September 22, 2018

Topsham hires former Brunswick assistant town manager in same role
Author: Chris Quattrucci

Town officials tapped a former assistant town manager from the other side of the Androscoggin River to fill their own assistant manager post. The select board Thursday voted to hire **Derek Scrapchansky**, who spent a year and a half as the assistant town manager in Brunswick, resigning in May 2017.

"He comes highly recommended from everyone he's worked with in the past on different projects when he was on the other side of the river," said Town Manager Rich Roedner. "I think he will make a great addition to our team."

Graduating from the University of Connecticut with a degree in economics, **Scrapchansky** went on to Embry-Riddle Aeronautical University to earn his MBA and the Air Force War College for national security and strategic studies. **Scrapchansky** is a 25-year veteran of the Navy and retired as a commander. While serving, **Scrapchansky** flew P-3 Orions as well as the Broad Area Maritime Surveillance Unmanned Aerial Vehicle. **Scrapchansky** was once stationed at the Brunswick Naval Air Station and recently returned to the area from Virginia.

After **Scrapchansky's** tenure as Brunswick's assistant town manager ended, he was replaced by Ryan Leighton. "I am very pleased with the selection," Topsham Select Board Chairman David Douglass told Roedner on Thursday. "Particularly, something I was hoping to see was a very well-rounded person inside of government and outside of government, I think you did it."

Roedner said the town fielded about 30 applications for the position, and that the field was slowly narrowed down to two candidates. Selectmen unanimously approved the selection. **Scrapchansky** will be Topsham's first assistant manager since 2011, when the position was cut out of the budget. Voters approved bringing the position back at May's town meeting. Duties for the new assistant manager role include assisting the human resources, technology, facilities management and finance departments.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
May 30, 2017

Scrapchansky resigns from Brunswick post
Author: Juliette Laaka

Brunswick Assistant Town Manager **Derek Scrapchansky** resigned from his position May 12, Town Manager John Eldridge confirmed Friday. **Scrapchansky** started the position in 2015. He and his family moved back to Brunswick from Virginia after finishing his 25-year career as a commander in the Navy. While serving, **Scrapchansky** flew P-3 Orions as well as the Broad Area Maritime Surveillance Unmanned Aerial Vehicle.

Scrapchansky, at the time of his hiring, said Brunswick's culture, schools and sense of community are just a few of the great features that helped his family in their decision to return. Graduating from the University of Connecticut with a degree in economics, **Scrapchansky** went on to Embry- Riddle Aeronautical University to earn his MBA and the Air Force War College for national security and strategic studies.

In his letter of resignation addressed to Eldridge, **Scrapchansky** wrote: "I want to thank you for the opportunity to serve as Brunswick's assistant town manager. Since occupying this position, we have progressed on a number of projects and have worked to improve on our effectiveness and efficiency as an organization. I feel fortunate to have met so many good and productive people, each of whom I very much respect. Due to constraints I currently face and opportunities that are in the best interest of my family, I have decided to depart the position. I know Brunswick has many incredibly talented employees, and I am confident they will continue to serve our community well. I will continue to serve the town in other capacities, and hopefully I'll have the chance to serve with you in the future."

"I respect **Derek**'s contributions and he and I remain friends," Eldridge said. The town has not yet begun the search for his replacement.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Sun-Journal (Lewiston, ME)
March 8, 2017

Brunswick human rights panel wrestles with its role
Author/Byline: Callie Ferguson

The town's Human Rights Task Force is trying to determine the role of municipal government in confronting a reported uptick of harassment, discrimination, and general anxiety over civil liberties since the presidential election. "A lot has happened since we last met," committee Chairwoman Sarah Brayman told community leaders at a March 1 meeting – the first since Nov. 18, 2016, when members of the panel said they wanted to take a stand against a reported increase in local incidents of bias following the election of President Donald Trump.

The Task Force formed in late 2015 in response to a series of incidents downtown and at Bowdoin College that raised concerns over public safety, discrimination and harassment. A year later, the task force is still considered an official town panel, and residents are calling on it to consider specific actions that some members of the committee aren't sure fall under its purview. Brayman and Councilors Jane Millet and Kathy Wilson steer the Task Force.

Also in attendance March 1 were Councilor David Watson, Chief of Police Richard Rizzo, Assistant Superintendent of Schools Pender Makin, Bowdoin College Dean of Students for Diversity and Inclusion Leana Amaez, Town Manager John Eldridge, Assistant Town Manager **Derek Scrapchansky**, Tedford Housing Director Craig Phillips, Church of Scientology minister Richard Fisco, Curtis Memorial Library Director Elisabeth Douchette and Librarian Sarah Brown.

Brayman told the group she'd been contacted about everything from providing sanctuary to immigrants under threat of deportation to changing Columbus Day to "Indigenous People's Day" and preventing racial slurs hurled at pedestrians by motorists. Most reports of harassment have been anecdotal, she noted.

When members of the group were asked to report incidents, the only one offered was by Rizzo, who described an incident at Bowdoin College where students found a swastika and the number 666 etched into the snow outside a dorm on South Street. Rizzo, whose department created an online reporting form last year, said police have not received any new bias incident reports since the summer.

Brayman said she heard from an Indian resident who has been harassed by motorists six times in the past year, with many occurring disproportionately after the November election. Worried about how the national political climate has affected the treatment of "brown people," the resident asked the committee to consider a community forum with police. Brayman relayed the request, along with another from a resident who contacted her about making Brunswick a "sanctuary town." That designation would be up to Brunswick to define, but is usually understood to mean that local police would not work with federal agents to deport undocumented

immigrants. Millett pushed back on the police forum idea, especially as the conversation veered toward whether police would comply with federal agencies and directives relating to the deportation of undocumented immigrants. "I don't want to put the police on the spot to predict the future," she said. Amaez cautioned that if the town is going to engage in legal questions related to immigration and law enforcement, the committee should have an attorney present to answer questions. Rizzo did not wade into the discussion about immigration policy, but stated it was his department's responsibility to enforce the law. The job, he said, includes protecting residents from harassment, and he encouraged the Indian resident Brayman mentioned to contact police about preventing future incidents. The conversation continued in a manner that touched not only on the topics the committee should address – matters of race, religions, sexuality, and class – but how and if the committee ought to address them.

Over the phone Tuesday, Brayman acknowledged the meeting's format reflected the panel's unclear role in matters of identity and politics. "It gets down to what's the appropriate role of municipal government in this issue," she said. Other towns and cities, such as South Portland and Westbrook, have passed resolutions in response to acts of hatred, specifically those targeting Muslims and immigrants. Brayman reiterated that it's important and valuable for towns "to take a stance" on their values. "We already have a human rights resolution, and we'll discuss expanding that," she said, as well as changing Columbus Day to Indigenous People's Day. She said she supports future planning to strengthen the relationship between police and the public, acknowledging that issues around race don't just manifest themselves in difficult conversations, but also in public safety.

"Another approach (the committee has) taken is essentially to be a clearinghouse," Brayman said – a place to strengthen communication between different organizations in town. For example, she said she learned last week that staff at Curtis Memorial Library have plans to address the national and local political climate with a community read of Kareem Abdul-Jabbar's "Writings on the Wall." "Even if we don't accomplish a lot, I think it's good for councilors to be listening," she added.

Millett noted Monday that political groups, such as Brunswick Rising, have formed in the wake of the November election and they may be more effective in community organizing. Watson agreed Tuesday. "I think the town is limited in what it can do," he said, adding he isn't sure the town even needs to expand its existing human rights resolution. "(Brunswick) has laws that protect people regardless of their race, creed, religion," he said. "All we have to do is enforce those laws. We have to go back to the rule of law." Brayman pointed out that the Task Force is deliberately nonpartisan, and includes diverse political opinions; on Tuesday, Watson described himself as a conservative "counterpoint" in the group.

The committee will meet next on April 25 to discuss specific issues related to the LGBT community.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick ME)
January 19, 2017

Brunswick approves pay increase for entry-level cops - Town attorney's contract renewed
Author: Lisa D. Connell

Entry-level pay for new Brunswick patrol officers is now $ 20 per hour, and retroactive to July 1, 2016, per a contractual agreement approved by the Brunswick Town Councilors Tuesday. The increase, up several dollars an hour, is aimed to help Brunswick compete with other police departments also looking for new officers. The town continues to work out health benefit details.

Assistant Town Manager **Derek Scrapchansky** said Brunswick's hiring challenge is not unique; police departments across the state and nation are in the same boat. The council's vote was unanimous.

Also approved Jan. 17 is a continuation of legal services between the town and New England law firm Preti Flaherty. Stephen Langsdorf's retainer for his legal work on behalf of Brunswick increases from $ 5,600 to $ 5,900 a month. Additional work may be billed on an hourly basis, said Town Manager John Eldridge. Councilors unanimously approved the amended contract.

The Times Record (Brunswick ME)
June 6, 2016

Town still struggling with cemetery - Ownership, maintenance issues plague Riverside
Author: Douglas McIntire

Riverside Cemetery has been in ownership limbo now for about a year and a half as the town attempts to both determine the future of the graveyard as well as tackle maintenance in the meantime. In October 2014, Riverside Cemetery Association President Scott Walker walked into Town Manager John Eldridge's office with a box of maps and papers, congratulated Eldridge on being the new owner and walked out. Apparently, after attempting to get local churches to oversee the nearly 200-year-old graveyard, Walker left the cemetery to the town, which has no experience running a graveyard, nor any legal claim to the property. The same groundskeeper is there, now under contract with the town. However, the town is not in the cemetery business. Complaints, questions and concerns have followed since Walker's departure.

Assistant Town Manager **Derek Scrapchansky** said he took notice of the situation and decided for the betterment of the town they needed to act quickly, as the current state of the cemetery association appears in limbo. **Scrapchansky** said the town received a complaint about two months ago from grandparents of an infant who died shortly after birth. "The marker was missing," **Scrapchansky** said. It turns out that the original marker appeared to be a temporary one, and over time it was probably mowed over or lost to the elements. The grave was eventually located using a map.

Last week, Massachusetts resident Paula Leone wrote to The Times Record with concerns about the state of the cemetery. "I have grandparents and an uncle buried there," Leone wrote in a letter to the editor. "My grandfather Thomas Martin was a caretaker there for many years. He took meticulous care of that cemetery. We brought flowers to my grandparents and uncle's grave. The cemetery was not mowed and in deplorable shape. We left two beautiful potted plants on May 13. They were mowed down when my aunt revisited the grave sites on May 30. She went and got more flowers since her husband was a war veteran. "I know money is tight these days, but to treat people's loved ones this way is disgraceful," Leone continued, stating that she wants "people to be held accountable for their actions" and that the deceased ought to be treated "with the respect they deserve."

Scrapchansky said currently the town has neither ownership of Riverside, nor any of its assets nor fund balances the association held for maintenance. "We need to talk to the attorney about a solution because the current association president is not willing to work with the town and sign anything over," **Scrapchansky** said. **Scrapchansky** said the town has asked for Walker's cooperation in arranging a meeting to create a new association and help the town understand where they are with the cemetery but have yet to hear from Walker.

In a 2015 interview with The Times Record, Walker said there were no active board members on the cemetery association, and that the " safest thing" would be for the town to somehow take

ownership of the cemetery. "It's not my responsibility, technically, at this point," said Walker at the time. " Hopefully this all gets straightened out. I've done everything I could."

Recently, the only person the town has been able to reach is the groundskeeper, Chris Stilkey, who previously worked for and was a member of the association. **Scrapchansky** said they have met with Stilkey to let him know of the legal process going forward and to address complaints regarding upkeep of the grounds. Stilkey said Thursday he didn't know who was on the board, if anyone, when Walker left the paperwork with Eldridge and left. "So you can see where we are — there's no expertise here with everything that's been happening," **Scrapchansky** said, "we had to wait for the legal team to have some time and to look at this, but it really is at the forefront of our priority list."

Another problem the town has moving forward is what to do with the "business" aspect of running the cemetery. **Scrapchansky** said there were still lots available, however, the cemetery doesn't legally belong to the town and even if they did, they are finding the maps given to them problematic. "There are available lots there but we don't know, in fact, how it's laid out. We can look at old maps but we don't know what's available. In other words, there could be somebody buried right there but there's not a stone on it," he said.

There's not much incentive in becoming a volunteer for any new incarnation of the Riverside Cemetery Association, knowing you may just inherit a mess. That, **Scrapchansky** said, combined with the fact that the cemetery business is far from a lucrative venture, makes owning Riverside even more unattractive.

The thought of maintaining a cemetery in perpetuity, and for the town to think of doing so on the taxpayers' backs heightens the urgency to resolve the issue. "You can see we're left with a real bad situation that we're trying to take care of because we understand how important this is to everybody," **Scrapchansky** said. "In short, we're working on it and we've received many phone calls, people interested in buying lots, people concerned about the cemetery." **Scrapchansky** said they are just as concerned as everyone else as many town staff members have family in Riverside as well.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

Bangor Daily News
December 21, 2015

Brunswick considers study of racial, gender bias in town
Author: Beth Brogan

Ten days after new Bowdoin College President Clayton Rose convened a "town hall" to discuss race relations on campus, the Brunswick Town Council will on Monday consider creating a task force to address a reported increase in the number of racial and gender-based slurs being directed at college students around town.

Town Council Chairwoman Sarah Brayman said her proposal follows meetings of college and town officials throughout an unusually tense fall semester, during which student conversations and the weekly Bowdoin Orient focused largely on racial divides nationally and at Bowdoin, as well as the reported assaults of three women students near the downtown campus. Plans to create the task force derive not from any impression by town officials that Brunswick is charged with racial bias, but rather from an effort to create a "zero-tolerance" policy, Brayman said Monday.

On Sept. 8, just days into the fall semester, Rose penned a memo to students about "a problem and a challenge for all of us." "Over the last few months several members of our community -- students, student guests, staff and faculty -- all persons of color -- have been subjected to racial invectives of the worst kind," Rose wrote. "These incidents have generally involved the "n" word being hurled by people in cars passing near campus and in town."

Throughout the fall, student actions including protests and social media discussions have focused on racial and cultural differences at Bowdoin, which has made a concerted effort during the past decade to recruit a more diverse student population. Brunswick has become less racially diverse since Brunswick Naval Air Station closed in 2011. Bowdoin College spokesman Doug Cook said Monday that roughly one-third of Bowdoin's students identify as people of color. In 2010, 93 percent of Brunswick residents reported they were white, with 3 percent Hispanic, 2 percent Asian and just less than 2 percent black, according to U.S. Census data.

Brayman said the task force is designed to foster understanding between town and college community members. "I don't for a moment want a Bowdoin student or anyone to feel fear or discomfort when walking into the downtown," Brayman said Monday. "Brunswick is a community for all. I think the vast majority of people in Brunswick want that."

'General safety concerns'
The focus on improving racial relations spread beyond the campus boundaries, with Bowdoin officials reporting "a more persistent problem" to town officials. College and town officials met twice this fall after an initial "uptick" in racial incidents was reported. Then, on Dec. 2, shortly after one student reported being sexually assaulted in college housing adjacent to the campus and another reported being grabbed on another street, town officials invited representatives of other organizations in town to a "roundtable" meeting to address the reported increase in slurs, as well

as "general safety concerns in the downtown area and neighborhoods adjacent to Bowdoin," Brayman wrote in the Dec. 17 memo. Brunswick police continue to investigate the reported assaults, but have not yet made any arrests.

Brunswick Police Cmdr. Marc Hagan said Monday that police had taken only one report of a racial or gender bias incident in town since September. That report involved a Bowdoin student who reported that racial slurs had been yelled at her on Park Row, just off Maine Street, a few blocks from campus.

Since Rose's Sept. 8 message, "A number of other instances have occurred in which racial or misogynistic slurs have been directed at Bowdoin and non-Bowdoin people" of a variety of ages, Cook wrote in an email to the Bangor Daily News on Monday. Asked to clarify how many incidents of racial or gender bias were reported to Bowdoin security or administration this fall, Cook replied, "As I understand it, there were four cases of bias reported since late August. For that same period in 2014, there were none reported. It's difficult to adequately characterize the issue based on these numbers, because some cases were observed by third parties but not been reported."

Brayman said the task force would include either herself or vice chairman Steven Walker, along with two other councilors, as well as new Assistant Town Manager **Derek Scrapchansky,** whose role would include publicizing public hearings. After hosting public forums and soliciting comment from the community, the group would report in six months on recommendations for the town "and other stakeholders," according to Brayman.

Among the recommendations so far, Brunswick Superintendent Paul Perzanoski has proposed establishing "safe houses" in areas of the downtown, "where people could go in to get away or to report while [an incident] is still fresh in their mind, and they'd take down the information, call the police," he told the Bangor Daily News on Monday. "And they'd be out of harm's way."

Brayman said the task force would be one way for the council to "play a facilitating role" in ending the incidents. "It's just gotten worse -- it's gotten nastier," Brayman said. "This is unacceptable behavior and I'm not going to turn away from this. I want people to feel welcome in Brunswick."

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

The Times Record (Brunswick, ME)
December 15, 2015

Brunswick welcomes new assistant town manager - Derek Scrapchansky served in Navy at BNAS
Author: Douglas McIntire

Derek Scrapchansky, the new assistant town manager, has only been on the job a little over a week, but he is excited to be a part of the town where he once served in the U.S. Navy. "My family and I were stationed at Naval Air Station Brunswick from 2007 until 2009," **Scrapchansky** said. He said he and his family moved back to Brunswick from Virginia after finishing his 25-year career as a commander in the Navy. While serving, **Scrapchansky** flew P-3 Orions as well as the Broad Area Maritime Surveillance Unmanned Aerial Vehicle.

Scrapchansky said Brunswick's culture, schools and sense of community are just a few of the great features that helped his family in their decision to return. He has three children, all enrolled and doing well in Harriet Beecher Stowe, Brunswick Junior High School and Brunswick High School. "My kids are currently active in soccer, baseball, tennis and skiing and will take advantage of new opportunities if time permits. We also have interest in music and the arts and are excited to experience what the local community offers," **Scrapchansky** said. "My family and I have experienced many warm welcomes and are happy to call Brunswick home," he added.

Graduating from the University of Connecticut with a degree in economics, **Scrapchansky** went on to Embry-Riddle Aeronautical University to earn his MBA and the Air Force War College for national security and strategic studies. **Scrapchansky** said he's held leadership positions in multi-faceted, worldwide operations as both an aviator and strategic planner. He has a strong background in operations, training, program management, analysis and evaluation, process improvement and budget and planning execution. "The assistant town manager position was immediately attractive. I felt my background, experience and serving in this position would optimize my contribution to Brunswick. I appreciate the opportunity given to me to serve in this capacity and look forward to the future," **Scrapchansky** said.

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Derek Scrapchansky** is listed below.]

https://www.govinfo.gov/content/pkg/CRECB-2011-pt6/pdf/CRECB-2011-pt6-issue-2011-06-09.pdf
June 9, 2011

CONGRESSIONAL RECORD—HOUSE, Vol. 157, Pt. 6

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES NAVY UNDER TITLE 10, U.S.C., SECTION 624:

To be commander

DEREK R. SCRAPCHANSKY

Internet – Newspaper Archives Searches
Derek Robert Scrapchansky
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Derek Scrapchansky** is listed below.]

CONGRESSIONAL RECORD — SENATE
September 5, 2005

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES NAVY UNDER TITLE 10, U.S.C., SECTION 624:

To be lieutenant commander

DEREK R. SCRAPCHANSKY, 0000

https://www.congress.gov/crec/1998/06/16/modified/CREC-1998-06-16-pt1-PgS6431-4.htm
June 15, 1998

NOMINATIONS
Executive nominations received by the Senate June 15, 1998:

In the navy

THE FOLLOWING NAMED OFFICERS FOR REGULAR APPOINTMENT IN THE GRADE INDICATED IN THE UNITED STATES NAVY UNDER TITLE 10, U.S.C., SECTIONS 531 AND 5582:

To be ensign

DEREK SCRAPCHANSKY, 0000

Research Compiled by: Winona Saunders
Colin Baenziger & Associates

Salaries

Candidate Salaries

The following are the base salaries that the semi-finalist candidates gave to us. Although salary is always a consideration, we recommend that it not be the determining factor. A highly qualified, experienced candidate may warrant a higher salary. That individual may well save the Town several times the difference in salary by making better decisions.

We should add that we have spoken with all the candidates, and each has agreed to accept a salary of $200,000 to $250,000, which is the advertised range. We would like to add that all the candidates are extremely excited about working as Juno Beach's next Town Manager.

If you have any concerns, we suggest you ask the finalists about their salary requirements when you interview them.

Candidate	Current / Most Recent Salary
Linda Connors	$ 229,835
Jason Eisenbeis	130,561
Jason Goldstein	128,000
Kathleen Gunn	189,000
Glenn Irby	176,363
Mark Rooney	172,500
Dana Schoening	140,658
Derek Scrapchansky	170,000

Juno Beach

Straw Preference Poll RE: Town Manager Candidates

Date: _____

Please place a check mark next to your top five (5) choices to interview to become your next Town Manager. Note: Five is the ideal number but you can select fewer or more,

	Candidate	Select
1	Connors, Linda	
2	Eisenbeis, Jason M.	
3	Goldstein, Jason R.	
4	Gunn, Kathleen	
5	Irby, Glenn A.	
6	Rooney, Mark	
7	Schoening, Dana Louis	
8	Scrapchansky, Derek	

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

☐ Davis ☐ Fraser ☐ Halpern ☐ Santilli ☐ Shaw

Signature: _____

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: J. Lopez Director of Public Works

Item Title: Pelican Lake Maintenance Update

BACKGROUND

Sean Patton from Stocking Savvy will be presenting via Zoom the update on Pelican Lake. The update will include answers to the petition submitted by Juno Beach residents.

OPERATIONAL CONSIDERATIONS

Proposed additional Costs

- Removal of dead vegetation $1,425
- Planting Duck Potato $850
- Removal of remaining Cattail $10,950
- Total $13,225

The Public Works operating budget has the funds available for this expenditure. Our purchasing policy under the best Interest Acquisitions clause would allow at the Council discretion to approve and proceed with the proposed work.

F. **Best Interest Acquisitions**

The Town may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the other purchasing methods prescribed herein where the Town Council determines by a majority affirmative vote that the sealed competitive method or the other procurement methods (i.e., obtaining written quotations) are not in the best interest of the Town, and that such acquisition without utilizing a sealed competitive method or the written quotations method will not result in the financial disadvantage of the Town. Such contracts shall be placed on the regular Town Council agenda.

RECOMMENDATION

Staff is seeking direction.

- Continue with updated proposed management plan of Pelican Lake.
- Approve the $13,225 management plan proposal from Stocking Savvy to perform the following habitat restoration services:
    - Dead Vegetation Removal: $1,425
    - Duck Potato Planting: $850
    - Remaining Cattail Removal: $10,950

The following attachments are included:

- Attachment 1 – Residents Petition
- Attachment 2 – Invasive Cattails to be removed
- Attachment 3 – Beneficial Bulrush
- Attachment 4 – Beneficial & Invasive plants
- Attachment 5 – Bird Diversity at Pelican Lake
- Attachment 6 – Superior Waterways Summary of Pelican Lake
- Attachment 7 – Stocking Savvy answers to Petition
- Attachment 8 – Stocking Savvy List of Actions
- Attachment 9 – Contract for Pelican Lake services

Town of Juno Beach
Pelican Lake 5 Year Review

By Sean Patton & Stocking Savvy
Date 06/24/2026



Community Goals Overall

- Centerpoint of Town
- Clear Visual Lines for Lake Enjoyment
- Wildlife Habitat
- Clean Clear Water
- Recreation and Use
- Clear Goals and Progress



Community Petition on Cattails

- **Loss of Lake Views**
- **Negative Impact on Community Enjoyment**
- **Reduced Bird Diversity**
- **Resident Preference for Managed Shoreline**



Stocking Savvy Actions to Petition

1. **Loss of Lake Views -** The removal of all cattails in the lake has been in process the last two years. Planned removal of all cattails underway.
2. **Negative Impact on Community Enjoyment -** All new plantings are of low height to preserve views, provide habitat, and enhance water quality.
3. **Reduced Bird Diversity** - Looking at data on the next slide bird diversity increased between 2020 and 2025. Grackles arrived in 2025, though 2026 even just six months in is the second highest bird diversity recorded.
4. **Resident Preference for Managed Shoreline** - Earliest cattails removed and area planted on south shoreline successful and same habitat.

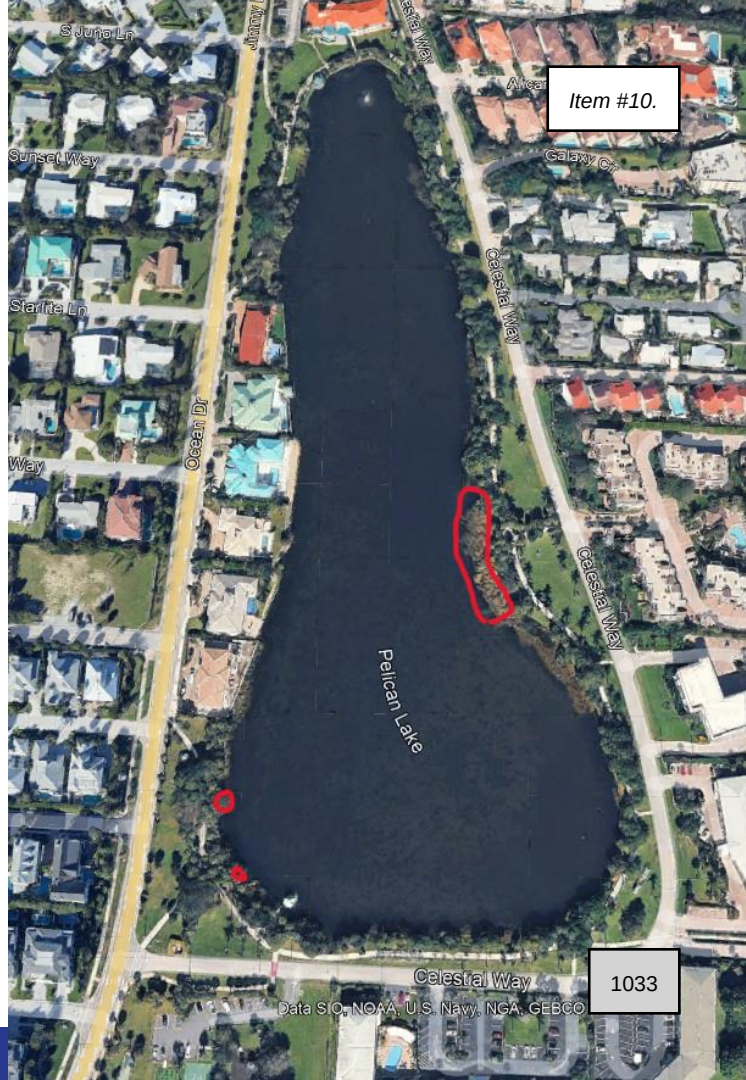
Reason for Phased Removal of Cattails

- Cattails provide a specific habitat for many birds, and good for water quality.
- Complete removal all at once would result
  - Some bird species lost on site.
  - Potential algae blooms from now open water to direct sun.
  - Rotting cattails can feed algae blooms, phased removal reduces nutrients in water.
- Now that the southern shoreline bulrush is grown in, the rest of the cattails can be removed without displacing birds.
- Outside the large eastern clump of cattails 95% of cattails were removed.
  - Remaining 5% had active bird nests.
- Going forward all cattails that try to regrow will be removed.

2024 to 2026 Cattails

Outside of existing bird nests all cattails have been removed from Pelican Lake except for the eastern clump.





Bird Nests

2026 Cattail Removal. Standing clump is the bird nest. Low water levels expose cattail stumps. 99% removal rest breaks down over time, regrowth killed as seen.



Wildlife Habitat Priority

Gallinules and other birds use tall wetland vegetation to hide nests. These are seasonal so now that the babies are hatched we can remove the cattails. The Softstem Bulrush acts as similar but shorter habitat. Cattails grow 12ft tall, softstem bulrush is 4-5ft average.





Cattail Removal South Shore Timeline Fall 2023

Southern Cattail Clump 2023 before removal.



2024 Spring Planting

Main mass of cattails is removed to improve looks, and reduce nutrients from them rotting into the water.

It can take several months of any remaining bits of cattails to degrade depending on rain.

Afterwards we replanted this area as bulrush, a similar native species but much shorter than cattails so the birds have habitat.



Current 2026

After planting you can see sight lines are preserved, shoreline erosion controlled, but management is still needed.



Pelican Lake Management Challenges Now & Future

- Algae Blooms
- Overgrowth of Aquatic Plants
- Cattail Maintenance vs Habitat
- Invasive Plants & Animals
- Stormwater Runoff & Pollution
- Erosion
- Historically Hot & Dry Weather
- Supply Chain Issues for High Quality Management
- Balancing all Stakeholders of Pelican Lake

Solutions - Algae and Aquatic Plants

Issue - Algae and Aquatic Plants grow with sunlight, nutrients, and warm water. The more of any of those, the worse the issue.

Solutions

- Grass Carp and herbivores to eat it
- Reduce nutrients flowing into the lake
- Remove nutrients in the lake already
- Shade and cool the water directly or nearby
- Herbicide Applications
- Physical Removal



Cattails & Invasive Species

Issue - Invasive plants/animals can damage infrastructure, lower habitat quality, increase costs, etc. Cattails while native and beneficial can be aggressive and are being phased out.

Solutions

- Removal of invasive species.
- Restoring native species to compete.
- Planned phase out of cattails underway.
- Ongoing management needed!

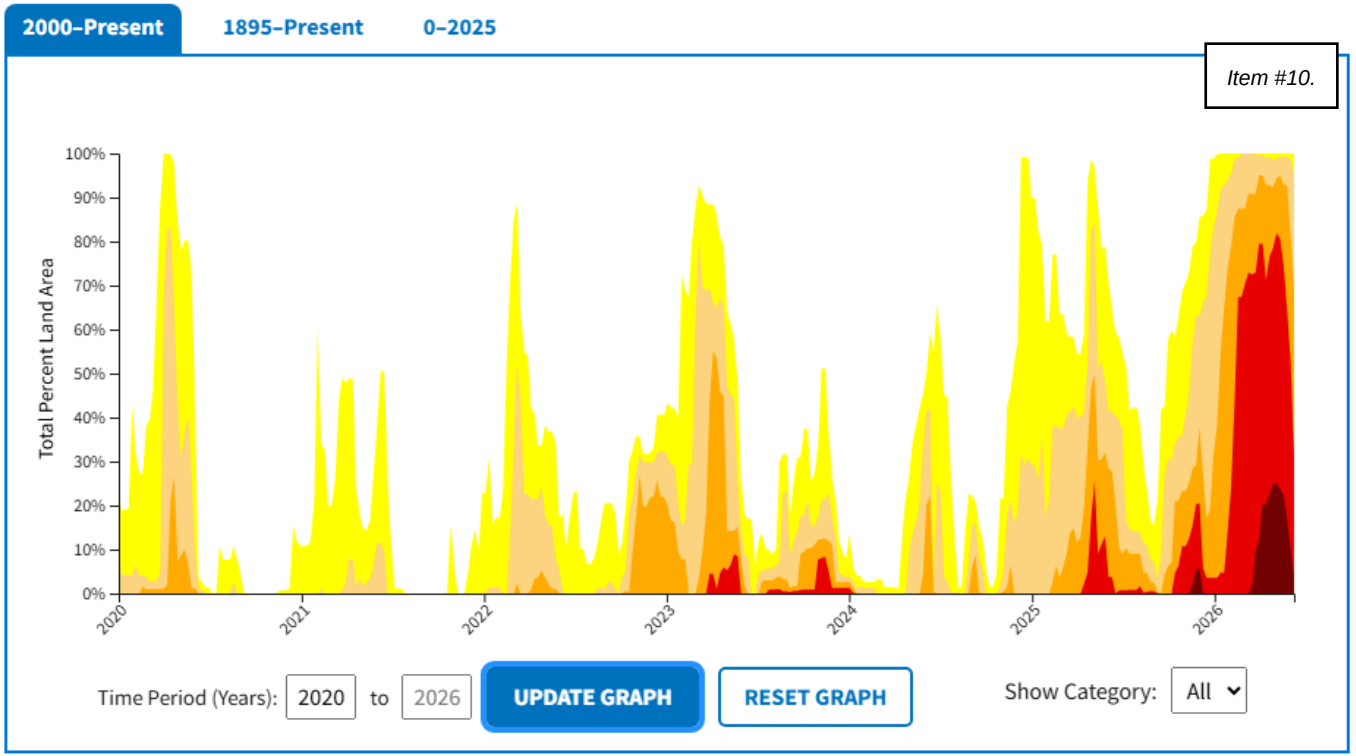




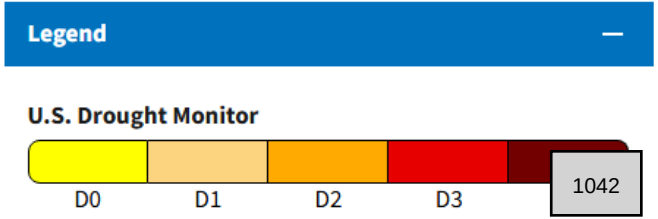
Severe Weather

2020 - 2026

Shows this the driest year since we began managing the site. Low water levels lead to more algae due to higher heat and less water to block light.



The U.S. Drought Monitor (2000–present) depicts the location and intensity of drought across the country. Every Thursday, authors from NOAA, USDA, and the National Drought Mitigation Center produce a new map based on their assessments of the best available data and input from local observers. The map uses five categories: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1–D4). Learn more.



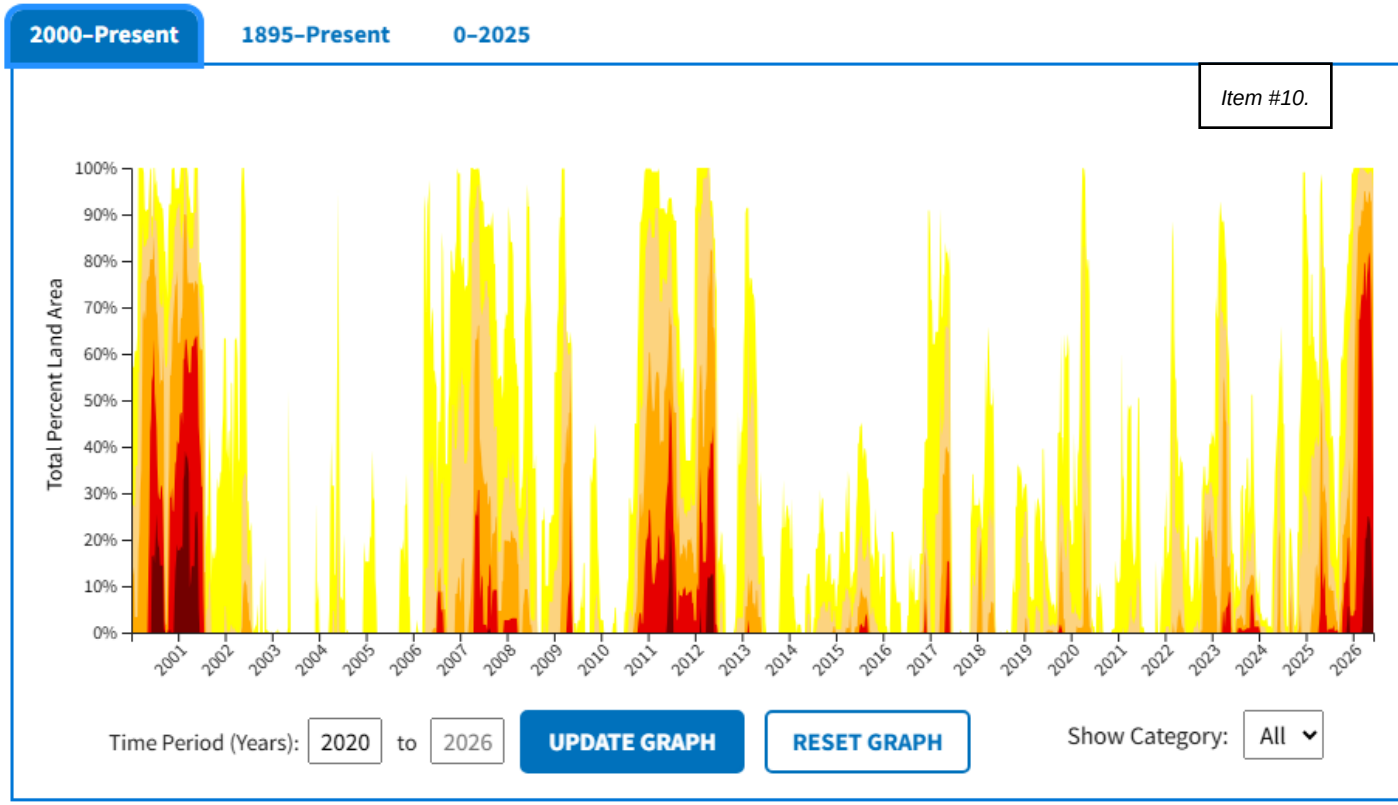
LATEST AVAILABLE DATA: 2026-06-09

Help Improve This Site

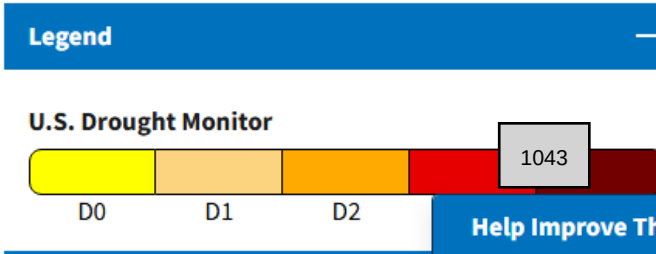
Severe Weather

2000 - 2026

Shows this the driest year since the super drought of 2000 and one of the hottest on record. Low water levels also allowed cattails to expand more than previously.



The U.S. Drought Monitor (2000–present) depicts the location and intensity of drought across the country. Every Thursday, authors from NOAA, USDA, and the National Drought Mitigation Center produce a new map based on their assessments of the best available data and input from local observers. The map uses five categories: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1–D4). Learn more.



Water Quality Management

Issue - Poor water quality can lead to uncontrollable algae growth and extreme herbicide needs. This affects view, budgets, and human & habitat health.

Solutions

- Filter inflows to the lake.
- Reduce herbicide and fertilizer until needed.
- Native plantings and healthy habitat filter water, help control and kill algae, and provide habitat.
- Erosion can worsen this, plantings prevent erosion.



Logistics Issues

Issue - Supply chain issues have affected the prices and even availability of some herbicides and management tools. Multiple competing uses and expectations for Pelican Lake and the priorities by the community.

Solutions

- Community petition clarifies public issues; visual, recreation, and wildlife.
- Loss of some herbicide options and previous restrictions by town and Stocking Savvy has lead to new herbicide options needing approval.
- Need stakeholders to understand progress is happening.
  - Yearly, seasonal, and long term 5 year plus planning.
  - Update and review initial management strategies

Overview of Work Last Five Years

1. Large scale plant removal to lower nutrients.
2. Stocking Grass Carp for long term control of algae and plants.
3. Pre-emptive Fluoridone herbicide use for aquatic plants.
4. Native algae eating fish stocked to help control algae.
5. Removal of invasive fish through fish rodeos.
6. Aeration of the lake.
7. Four shoreline or aquatic plantings with native plants.
8. Biochar filter bags installed at inlets.
9. Targeted treatment of worst locations in summer as needed.

Multiple Installed Native Shorelines





1047

Removals

Physical removal of excess aquatic vegetation. Done with aquatic harvester. Cattail removals done by machete and excavator.



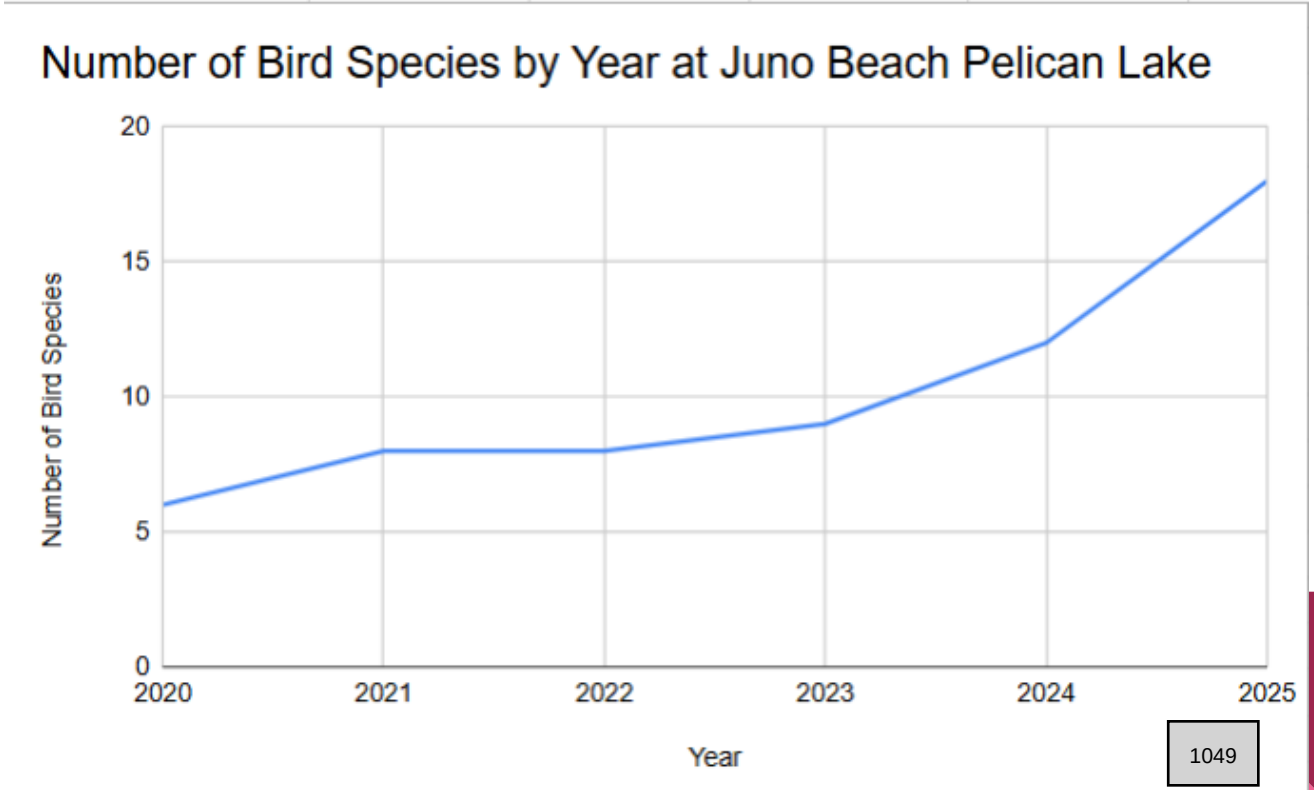
Bird Diversity in Pelican Lake 2020-2025

Method of Data Collection - Data is by year centered on the lake and within 1500ft of the lake. Data is publicly available on iNaturalist.

First Five Months of 2026 13 species.

This shows that species biodiversity is increasing, with 2026 having the second most birds so far at less than half the time of previous years.

European Starlings were first spotted in 2025, if they are having an effect it has not been seen in the data.



Proposed Plans Going Forward

- Remove remaining cattails around lake, nesting season is over.
  - Alternative habitat on site is now established, all cattails set to be removed.
- Install shoreline plantings in areas cattails are removed.
  - Match existing aesthetic preferences for height and lake use.
  - Future landside and littoral shelves as areas need renovation or funds available.
- Update existing management plan for 2026 - 2031 expectations.
- Continue routine maintenance working with Superior Waterways, allow for alternative herbicides for management until supply chain issues relax.
- Continue monitoring and data collection on lake and water health.
- General public continued engagement with lake and iNaturalist.

Costs of Proposed Projects

1. Large Cattail Clump Removal Eastern Shoreline $10,950 all inclusive.
    a. Machete crews cut and haul cattails to shore, town staff use bulldozer to haul and mulch.
    b. Replanting the edge of this area only is
2. Cleanup Around Lake $1625 all inclusive.
    a. All remaining cattails, primrose willows, and any sprayed regrowing cattails.
3. Plant All Waterside Shoreline 650ft at $1300, all inclusive.
    a. 150 Duck Potato, Sagittaria lancifolia.
    b. 400 Pickerelweed, Pontederia cordata.
    c. 250 Softstem Bulrush, Scirpus validus.
    d. 650ft Shoreline needing planting 1ft off center staggered lines.
4. Update Management Plan $500
    a. New research, contingencies for shortages or blooms, long term plans.,

Questions? Thanks for Listening!

Stocking Savvy Contact Information

PHONE: 941-500-2218

EMAIL: stockingsavvy@gmail.com

Website: stockingsavvy.com

To the top right is the Stocking Savvy machete cattail removal team of Sean, Matt, Angelo, River, and Saloanee. Bottom right is Pickerelweed flower one of the plants used to replace the cattails.





TOWN OF JUNO BEACH
RECEIVED

APR 28 2026

TIME: 11:07am

TO: Town Council and Interim Town Manager

FROM: Kay Brayden and residents of Juno Beach

DATE: April28, 2026

SUBJECT: Residents Petition

The enclosed petition states its purpose. As residents we would like the names of the signer to be included as part of the council hearing of this petition and an opportunity to speak at council on its behalf.

433 Juno Dunes Way

617.913.2614

Kbrayden@comcast.net

Barclay

Request for Permanent Removal of Cattails from Pelican Lake

TOWN OF JUNO BEACH
RECEIVED
APR 28 2026
TIME: 11:07am

TO: Juno Beach Town Council and Juno Beach Town Manager

FROM: Juno Beach Residents and Lake Walkers

SUBJECT: Restoration of Pelican Lake Visibility and Balanced Habitat Management

We, the undersigned residents and community members, respectfully request the **permanent removal and ongoing management of cattails plants in Pelican Lake, particularly along the fountain area as well as the south end gazebo area.**

Many residents purchased their condominiums and homes specifically for the **lake view and access to the scenic walking area around the lake.** Over time, dense growth of cattails has significantly altered this environment.

Concerns Raised by Residents

1. **Loss of Lake Views:** The cattails have grown **tall and densely along the shoreline and well into the lake.**
2. **Impact on Community Enjoyment:** The lake and walkways are one of the primary recreational and aesthetic features of our neighborhood. Dense cattails growth limits visibility and reduces the overall beauty and openness of the lake environment.
3. **Reduced Bird Diversity:** Residents have observed **fewer varieties of visiting birds** in recent years, while large numbers of **European starlings routinely nest in the cattails.** This suggests the current vegetation may be supporting fewer desirable species.
4. **Residents Preference for Managed Shoreline:** a maintained and open shoreline allows residents and walkers to enjoy the lake views while still supporting wildlife through balanced landscaping practices.

==========

This petition reflects the collective desire of residents to restore the beauty, visibility, and enjoyment of Pelican Lake while maintaining responsible landscape management.

SIGNATURES

Name.	Address/Unit.	Signature.	Date
ERWINSKI	120 CELESTIAL WAY #308	JErwinski	3/6/26
PETER PRIZIO	120 CELESTIAL WAY #307		3/6/26
NEIL HARLEY	120 celestial Way #104		3/8/26
KEN HESKETT	120 Celestial Way #105 BARCLAY		3/13/26
JOHN SHOLAR	120 CELESTIAL WAY #201		3/17/26
ERIC Sein	120 Celestial Way #201		3/17/26
DAVID McGUIRE	120CELESTIAL WAY 313		3/18/26

TOWN OF JUNO BEACH
RECEIVED

APR 28 2026

TIME: 11:07am

COMMUNITY SUPPORT

This petition reflects the collective desire of residents to restore beauty, visibility, and enjoyment of Pelican Lake while maintaining responsible landscape management.

SIGNATURES

NAME.	ADDRESS/UNIT.	SIGNATURE.	DATE
Phyllis Lee	120 Celestial Way #309	Phyllis Lee	3/17/24
Timothy F. Smyth	120 CELESTIAL WAY #120	Timothy F Smyth	3/21/26
MARYLOU SMYTH	120 CELESTIAL WAY #112		3/21/26
GIUSEPPE D. BARTOLO	120 CELESTIAL WAY #106		
Susan Gorski	120 Celestial Way 109 Juno		3/26/26
Rita Cavoli	120 Celestial Way 301 Juno		3/26/26
[illegible]	Celestial Way		3/26/26
Jeanne Lewinski	120 Celestial Way #308		3/26/26
Chris Lee	120 Celestial Way 314		3/26/26
3/26/26 Chiara O'Connor	120 CELESTIAL WAY #311 JUNO BEACH FL		
Kathleen Gutierrez	120 Celestial Way #312 Juno		
Raymond D. Vicente	120 Celestial Way #312		
Laurie McMinn	120 Celestial Way 313		
[illegible]	120 Ocean Dr		
Laurie Wedral	290 Celestial Way #4		
Cathy Abboud	500 Ocean Dr.		
Omar Abboud	" "		
Robert [illegible]	530 Ocean Dr #701		

TOWN OF JUNO BEACH
RECEIVED

APR 28 2026

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SIGNATURES

NAME.	ADDRESS/UNIT.	SIGNATURE.	DATE
Betty Pepe	840 Ocean Dr #1002	Betty Pepe	27 Mar 2026
Todd Crockford	630 Ocean Dr Ne APT 116		3/27/26
Kim COOK	419 Juno Dunes Way, Juno Beach		4/3/26
Linda McClurg	210 Ocean Dr.		4/4/2026
Tim McClurg	210 Ocean Dr.		
Tom Moore	80 Celestial Dr		4/4/2026
Jacqueline Herbsman	439 Juno Dunes Way		4/6/26
Dimitra Kalvias	140 Ocean Drive		4/6/26
Naglaa Hamzi	220 Ocean Dr. Juno Beach		4/6/26
Kathy Shea	450 Ocean Dr. #205	Kathy Shea	4/8/26
Paul Shea	450 Ocean Dr #205		4/8/26
Linda Moter	431 Juno Dunes	Linda Moter	4/8/26
Barbara Nicklaus	440 Old Towne Lane		4B 4/9/26
Dessa Hunzel	409 Juno Dunes Way		4/11/2026
Nicole Martindale	415 oceanside		4/12/26
Robert Smith	440 Old Towne Ln.		4/14/26
Chrisholm	Juno Dunes		4/11/26
Tim Jones	441 Juno Dunes Way		4/11/26

TOWN OF JUNO BEACH
RECEIVED

APR 2 8 2026

TIME: 11:07 am

Request for Permanent Removal of Cattails from Pelican Lake

TO: Juno Beach Town Council and Juno Beach Town Manager

FROM: Juno Beach Residents and Lake Walkers

SUBJECT: Restoration of Pelican Lake Visibility and Balanced Habitat Management

We, the undersigned residents and community members, respectfully request the **permanent removal and ongoing management of cattails plants in Pelican Lake, particularly along the fountain area as well as the south end gazebo area.**

Many residents purchased their condominiums and homes specifically for the **lake view and access to the scenic walking area around the lake.** Over time, dense growth of cattails has significantly altered this environment.

Concerns Raised by Residents

1. **Loss of Lake Views:** The cattails have grown **tall and densely along the shoreline and well into the lake.**
2. **Impact on Community Enjoyment:** The lake and walkways are one of the primary recreational and aesthetic features of our neighborhood. Dense cattails growth limits visibility and reduces the overall beauty and openness of the lake environment.
3. **Reduced Bird Diversity:** Residents have observed **fewer varieties of visiting birds** in recent years, while large numbers of **European starlings routinely nest in the cattails.** This suggests the current vegetation may be supporting fewer desirable species.
4. **Residents Preference for Managed Shoreline:** a maintained and open shoreline allows residents and walkers to enjoy the lake views while still supporting wildlife through balanced landscaping practices.

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SIGNATURES

Name.	Address/Unit.	Signature.	Date
Jacqueline Shurtz	20 Celestial Way #107		4/4/1
Philip ARENA	20 Celestial Way #107		4-3-26
Paul Rothstein	701 SEAVIEW DR.	PAUL ROTHSTEIN	

APR 2 8 2026

TIME: 11:07 am

COMMUNITY SUPPORT

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SIGNATURES

NAME.	ADDRESS/UNIT.	SIGNATURE.	DATE
P.D. Williams	450 Seascape Cir.	P.D.W.	4-3-26
MARIANNE HOSTA	500 OCEAN DR	M. Hosta	4/3/26
Terry Sorsby	120 Ocean Dr. Juno	FL	4-10-26
Caryl Collentine	20 Ocean Dr. Juno B.,	FL 4-16-26	
Pam Fa[illegible]	20 Celestial #103		4-16-26
Diane G. Papadakos	170 Celestial Way, 1-3, JB		4/17/26
Pam Collum	1055 Ocean Drive,		4/17/26
John Metzer	431 Juno Dunes Way		4/18/26
Dkyhi Darby	80 Celestial Way		4/19/26

Greenbriar

Kay Snyder
617-913-2614

Request for Permanent Removal of Cattails from Pelican Lake

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SIGNATURES

Name.	Address/Unit.	Signature.	Date
Steven Saalbach	50 Celestial Way		3/28/26
Cindy Patterson	461 Sabastian Dr		3-28
Stephanie Shaw	461 Olympus Dr.		3/30/26
Shannon Mahoney	12155 US-1		3/30/26

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SIGNATURES

NAME.	ADDRESS/UNIT.	SIGNATURE.	DATE
William McDermott	80 Celestial Way #12W	William McDermott	3/31/26
Martha McDermott	80 Celestial Way #12W	Martha McDermott	
Denise Ebert	50 Celestial Way #111		3-31-26
	417 Juno Dunes Way	Michael Tobia	
Sonia Skrabonja	#168 Juno Dunes Way		
Gary R Lake	464 Juno Dunes Way		4/14/26
ROBERT REIMERS	427 JDW Juno Beach		
Michael Bucki	419 Juno Dunes Way	Juno Beach	
Judy Nelson	50 Celestial Way #10E	Juno Beach	
Kay Brayden	433 Juno Dunes Way	Cathleen Brayden	4/14/26
Bob Wilson	120 Celestial #208		4/14/26
Carla Schwartz	456 Juno Dunes Way	JB	4/15/26
Ruth Koons	475 Juno Dunes Way		
JACK KOONS	475 JUNO DUNO Dunes Way		
Lorenzo Berger	457 Juno Dunes Way		4/15/26
Amy Montecalvo	45 OCEANWOOD CIR		4/15/26
Susan Beyersdorf	480 Neptune Rd		4/15/26

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SIGNATURES

Name.	Address/Unit.	Signature.	Date
Patti Tenanes	20 celestial Way	Patti Tenanes	3/7/26
CHERI	50 CELESTIAL WAY MUNBIE	Resident Member	3/7/26
RITH HAYES	Resident 20 Celestial Way 106	Rith Hayes	3/7/26
Fred Bellucci	Greenbriar 3-5	Fred Bellucci	3/7/26

TOWN OF JACKSON
RECEIVED

APR 28 2026

TIME: 11:07 am

COMMUNITY SUPPORT

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SIGNATURES

NAME.	ADDRESS/UNIT.	SIGNATURE.	DATE
Toni Supple	20 Celestial Way #203	Toni Supple	3/10/26
BOBBI Perry	20 Celestial Way #304		3/11/26
Michelle Walker	50 Celestial Way		3/27/26
Josh Steinke	50 Celestial Way		3/27/26
Richard Lyhane	" 307		3/27/26
Amanda Wahlstrom	" #208		3/27/26
Jane Divelbiss	20 Celestial Way #115		3/27/26
[illegible]	20 Celestial Way #210		3/27/26

TOWN OF JUNO BEACH
RECEIVED
APR 2 8 2020
TIME: 11:07am



TOWN OF JUNO BEACH
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APR 2 8 2026

TIME: 11:07am



TOWN OF JUNO BEACH
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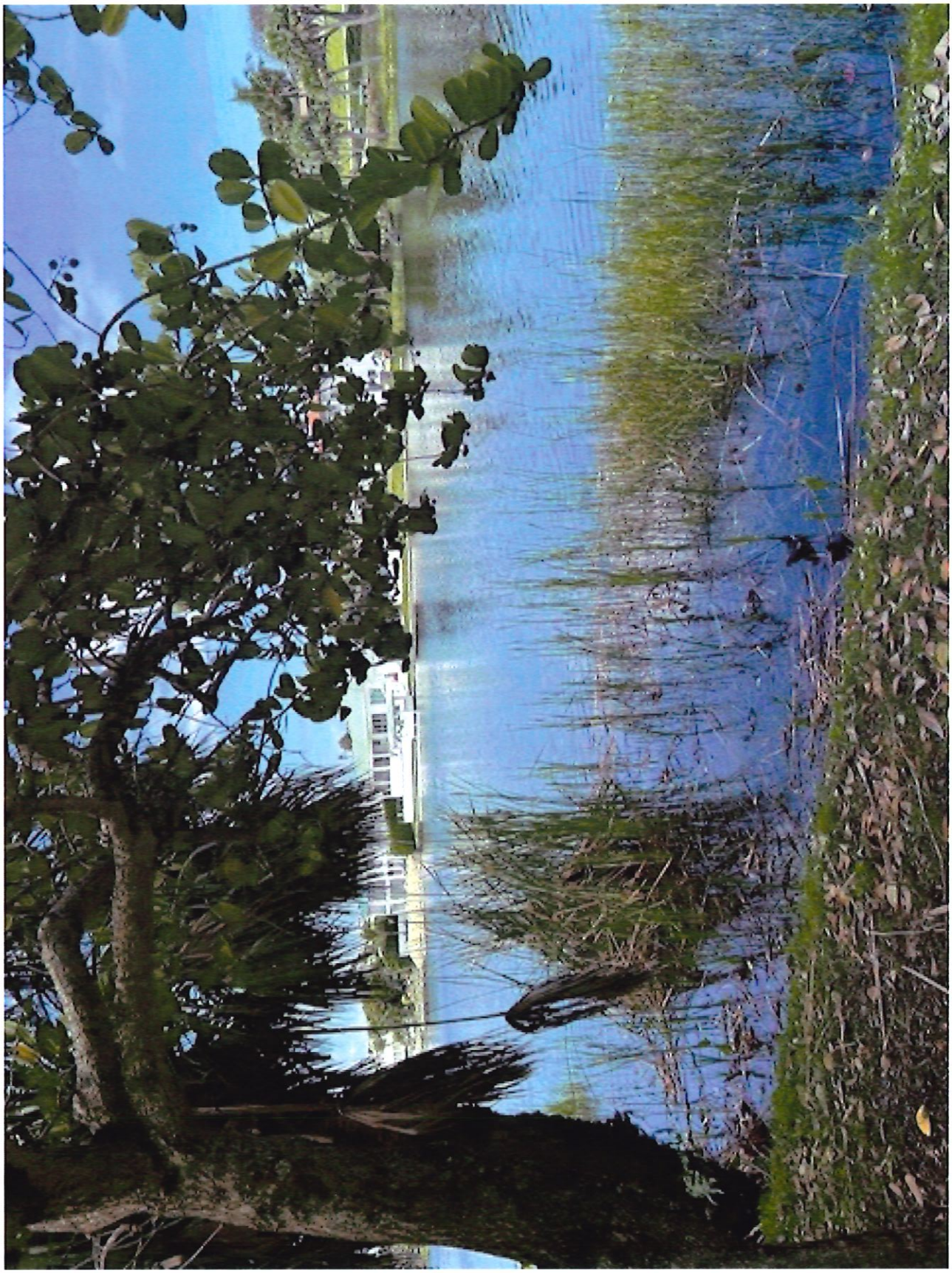
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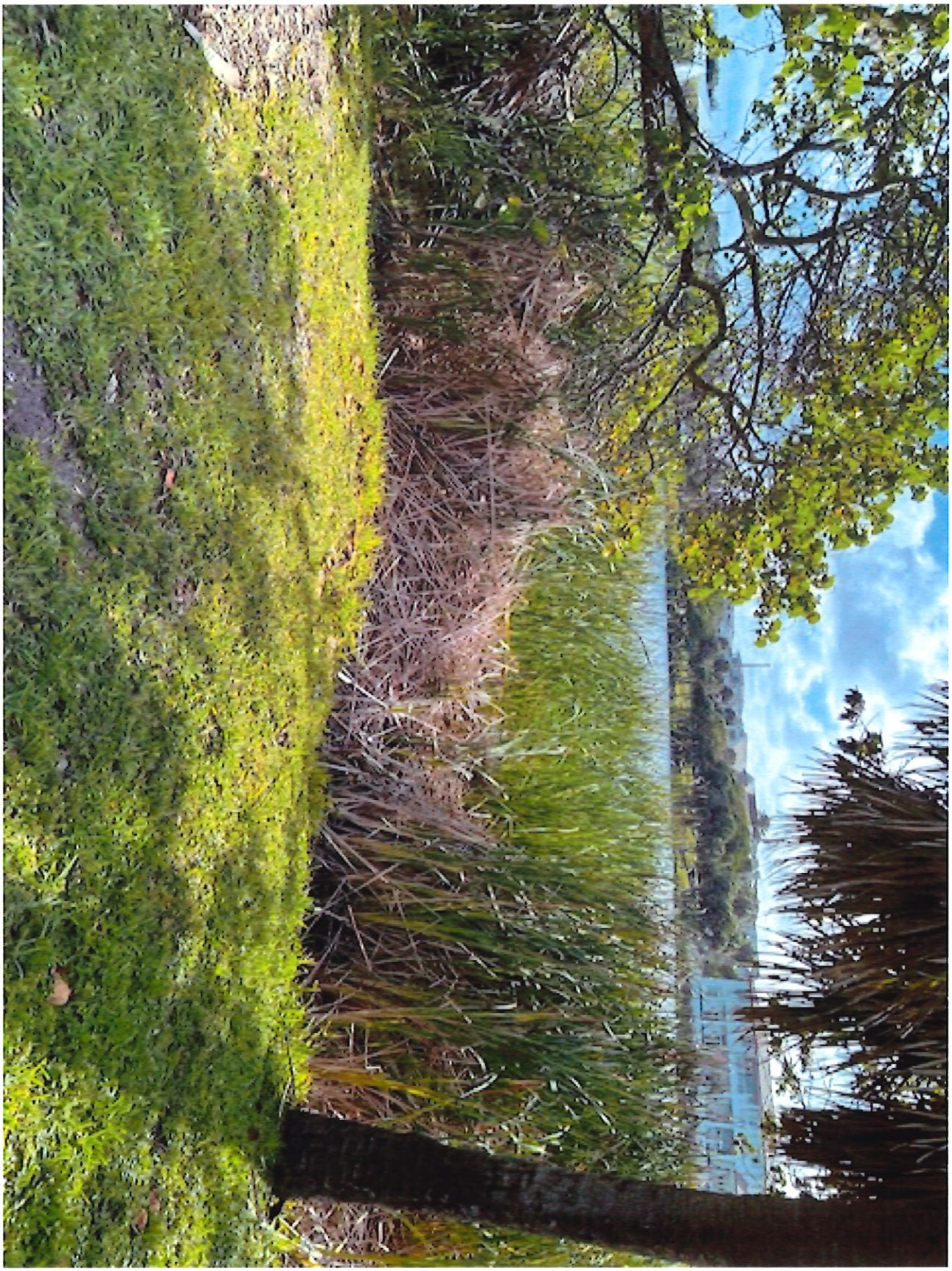
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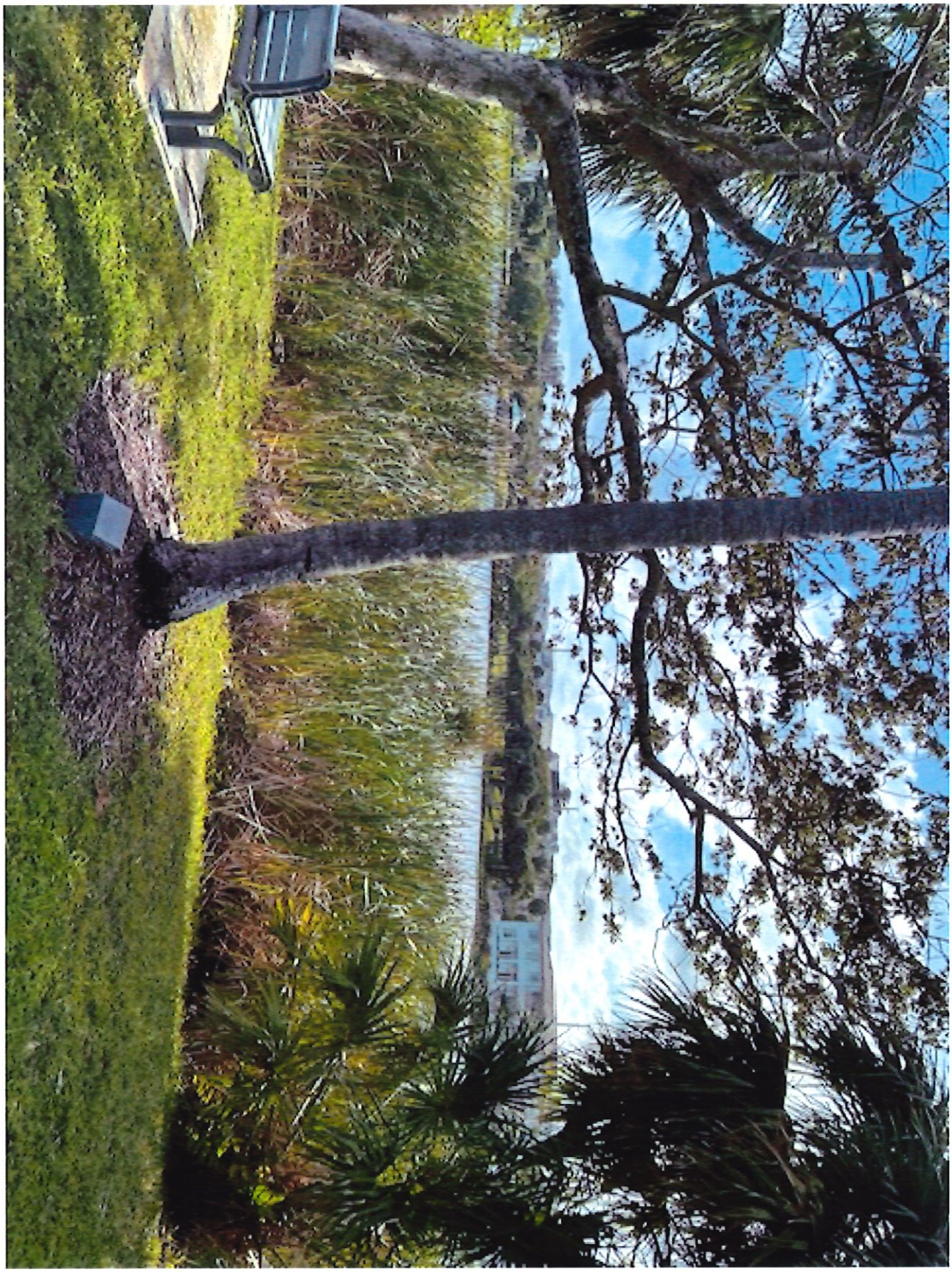
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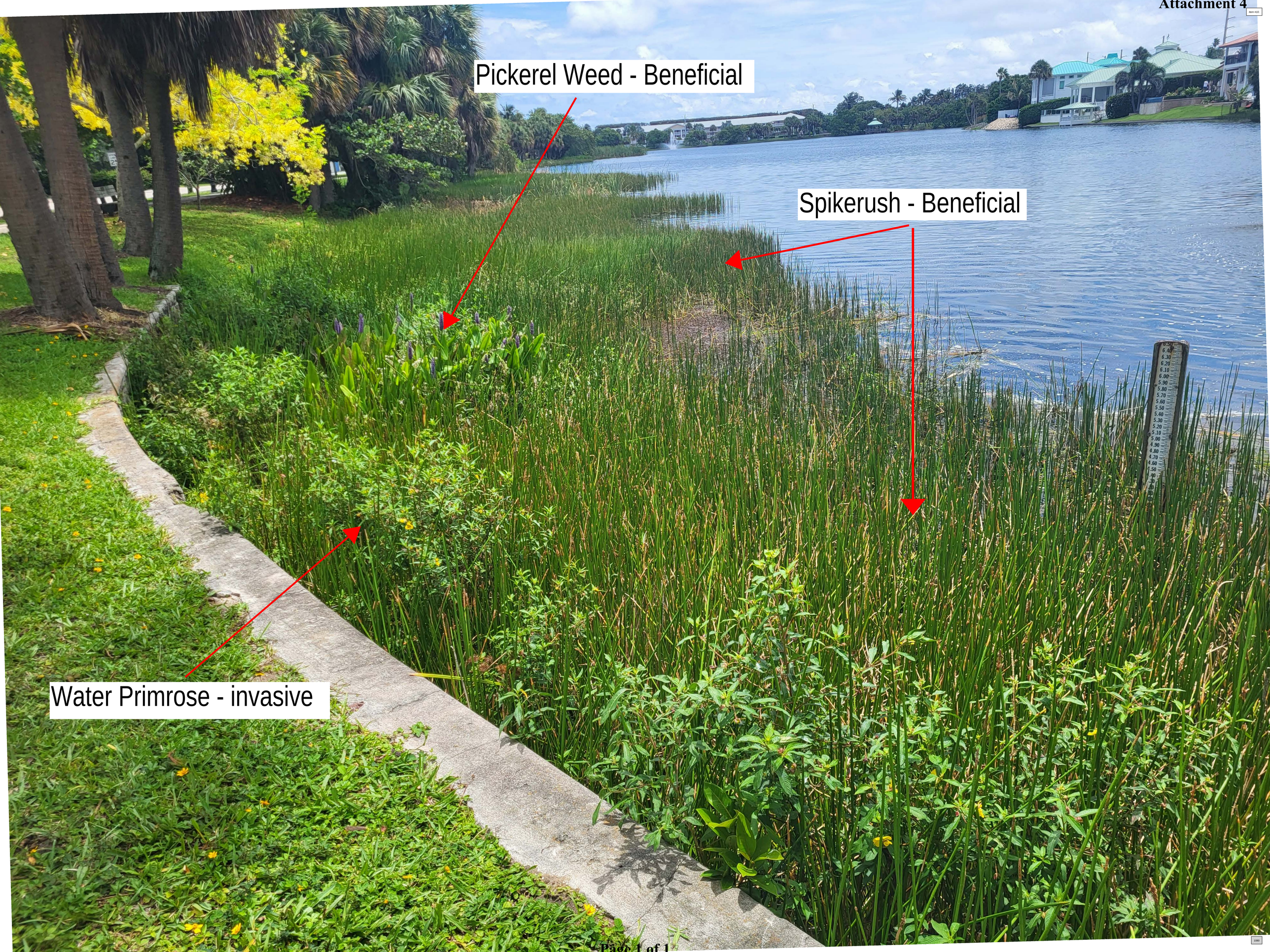


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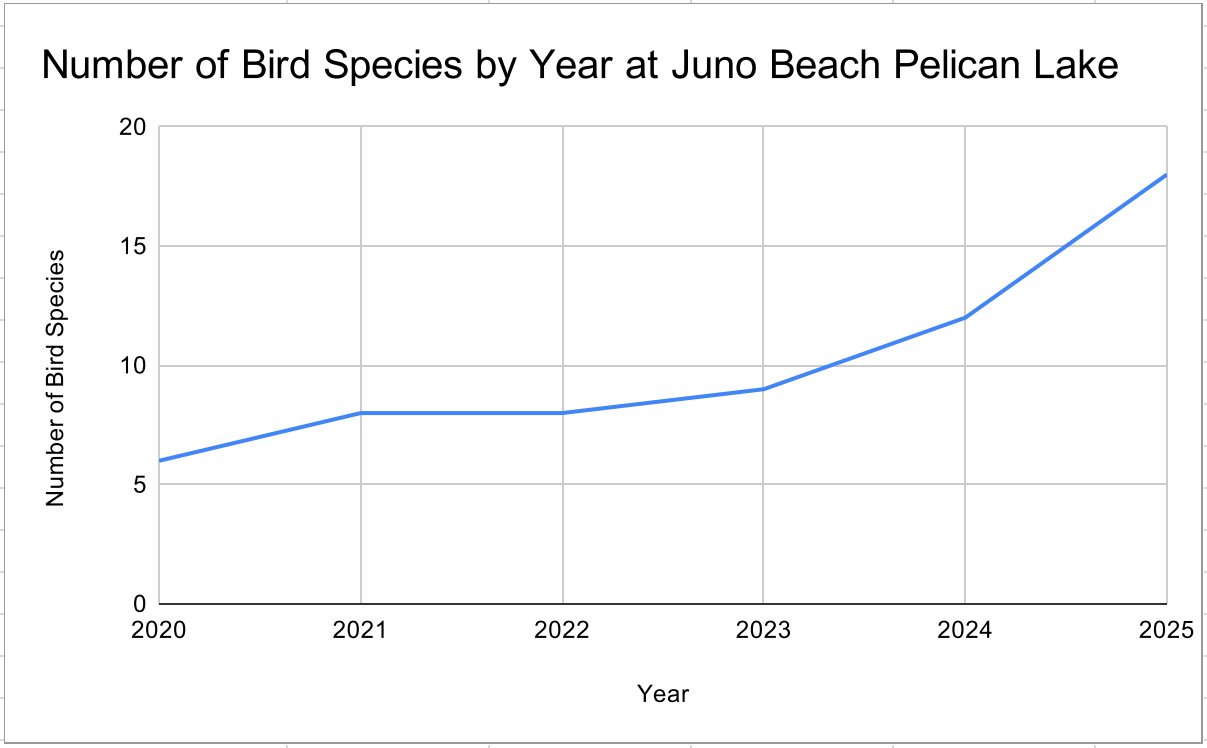

Invasive Cattails - to be removed


Water Primrose - Invasive
Bulrush - Beneficial


Pickerel Weed - Beneficial
Spikerush - Beneficial
Water Primrose - invasive

Bird Diversity at Juno Beach Pelican Lake 5 Year Review

by Sean Patton Stocking Savvy 06.04.25



Number of Bird Species	6	8	8	9	12	18
Year	2020	2021	2022	2023	2024	2025

Information Source - iNaturalist

Method of Data Collection - Data is by year centered on the lake and within 1500ft of the lake. Data is publicly available.

First Five Months of 2026

13
2026

This shows that species wise biodiversity is increasing, with 2026 having the second most birds so far at less than half the time.

European Starlings were first spotted in 2025, if they are having an effect it has not been seen in the data.

Gmail

Johann Lopez <jlopez@juno-beach.fl.us>

Requested Summary of Pelican Lake

Chris York <ChrisY@superiorwaterway.com> Wed, Jun 10, 2026 at 1:54 PM
To: "jlopez@juno-beach.fl.us" <jlopez@juno-beach.fl.us>

Mr. Lopez,

Superior Waterway Services currently provides the Lake Management for Pelican Lake. The town previously engaged SWS because there were excessive aquatic weeds within the lake. The protocols for the management of the lake were originally set by the town consultant – Stocking Savvy. Treatments have been made, but only using products approved by the town and consultant and only for certain species of aquatic plants. It is important to note that the reason Superior Waterway Services was brought onto the project was due to complaints about excessive aquatic weeds and the deteriorating aesthetic value that was occurring with the lake. We have worked diligently to improve those conditions as you can compare with the current state of the lake. It is important to note that herbicides are used minimally and only when necessary so that we can control problematic aquatic plants, but also maintain the biological integrity of the waterway system. Per your recent request we have halted all applications until further notice, but it is important to point out that we are coming into the growing season and agressive growth is common within this season. The two main plants we have controlled in the past is a type of algae called Chara and a submerged aquatic weed named Southern Naiad as well as Torpedo Grass. At one point these plants covered approximately 60% of the lake, but are currently controlled at a fraction of what was originally present. The goal of the aquatic weed control program is to promote beneficial species while controlling plants that can become dominant and produce monocultures and restrict diversity. You will receive a separate email with product safety data sheets for what we have used on the property and I am happy to answer any questions you may have about those products. SWS only uses EPA registered aquatic herbicides with applications being made with strict accordance to label specifications. Once you've had a chance to review all the information, please let me know if you have any questions or concerns.

Thanks

Sent from my iPhone
Chris York
Superior Waterway Services

Gmail

Johann Lopez <jlopez@juno-beach.fl.us>

pettition

Stocking Savvy <stockingsavvy@gmail.com> Thu, Jun 4, 2026 at 8:43 PM
To: Johann Lopez <jlopez@juno-beach.fl.us>

Hey Johann,

Some updates and quotes on removal and beautification of the lake.

Cattails & Petition Review of Issues
We have already removed all cattails outside the large main eastern area with the exception of individual small clumps that had active bird nests. 99% of cattails were removed in all areas and any regrowth has been treated by Superior Waterways.

Going off the petition images issues from the public are below.

1. Any remaining stumps or cattails poking up that were trying to regrow were disliked and looked poor.
2. South side near Gazebo was not sprayed by Superior Waterways like the other areas so there is noticeable regrowth. They need to treat it as soon as possible.
3. The sprayed clump of cattails near the eastern inflow is very obvious and should be removed sooner.
4. Areas where cattails were removed and sprayed with no regrowth have some algae growth. Without any shoreline plants shading, algae will begin to grow and be unsightly.
5. View is the priority for residents above all else. So all replacement plants should be at least half the height.
6. Community cares about the birds, and has noticed a decline in bird diversity over time.

Solutions and Going Forward

1. Remove the large clump of cattails as previously quoted. Suggest late June or early July.
2. An earlier visit (next two weeks) to clean up all areas outside the largest clump. Primrose willows, any dead vegetation, any regrowth of cattails, any clumps that had nests now empty, and spot cleanup for immediate show of action to the community.
3. During this early visit we also harvest native plants growing too deep or near building like spikerush and replant along cattail removed areas. We should also purchase additional flowering plants for aesthetics in the water.
4. Superior Waterways needs to start treating all cattails seen on the lake outside the largest clump. After we remove the largest clump all cattails lakewide should be targeted. Dead cattails are much harder to remove or cut.
5. Removal of cattails and replanting of short showy natives preserves lake view, provides wildlife habitat, shade and filter water slowing algae growth, and will hide any visible algae or minor bits of dead cattails as they break down.
6. I did a short review of bird species over the last few years since residents said bird numbers had declined. Year 2020, 2021, 2022, 2023, 2024, 2025, and the first half of 2026. Going by publicly available data and resident photos, bird diversity has actually gone up in recent years due to our efforts. European Starlings have only arrived in 2025 so if they are having an impact we have not seen it yet data wise. Graph for your use and ease of reading below, links are the hard data if desired.

Costs & Actions

1. **Public Concern and Petition Response.** Suggest town staff tell the public cattails are in the process of being removed, all cattails will eventually be removed, and we have been doing so in phases. The reason for these phases is to prevent algae blooms, allow for wildlife to finish nesting and move to newly planted sites, and to establish short native plantings like on the southeast side which are established and healthy. Lake use, view, and resident preference and enjoyment are addressed through this process. As for bird population health, the starlings are new to the lake area as of 2025, and have had no statistical impact upon bird diversity in 2025 to current 2026 with both being the highest two levels of bird diversity around the lake in the past 6 years even with 2026 only being 5 months of data. According to public data from resident reports on bird diversity around the lake, recorded bird diversity has more than doubled in the past six years since 2020 demonstrating that the work being done on and around the lake is working.
2. **Early Visit for Cleanup and Planting.** Labor is a crew of 4-5 for eight hours to physically remove all dead to the shoreline for town staff to compost, remove all primrose willows, and all remaining live cattails outside the large eastern clump at a $1425 cost all expenses included. Roughly 425ft of shoreline could use planting. Suggest purchase and installation of 125 Duck Potato, 300 Pickerelweed for visual beauty, shoreline erosion, to block

invasive/algae regrowth, and wildlife habitat. Cost for planting is $850 all inclusive. ***Total cost for both serv***
$2275, timeline next two weeks potential dates include: Tuesday June 16th, or June 22nd.

3. **Cattail Removal Large Clump.** The eastern shoreline has one very large cattail clump that will take a crew of 4-5 four days to cut and haul to shore. Using large machines will not get shallow cattails so hand removal is preferred and similar in price for the whole project. Cattails are then taken and mulched/composted for other uses. After removal any regrowth should be treated by Superior Waterways who should treat cattails lake wide. **Cost previously quoted $10,950 all inclusive timeline is late June or early July for a four day stretch.** To replant the area would be up for discussion to either replant the entire area as marsh, make a smaller shoreline planting hugging the shore, or to use the cattail removal as a chance to install the previously planned littoral shelves in their place.
4. **Update Lake Management Plan.** Pelican Lake management plan is over six years old at this point and many things have changed so a series of updates is planned. This is largely already done and is just compiling current plans for ease of public viewing and covered under Stocking Savvy consulting hours. Expect a 2-4 week turnaround on these updates.

Hope this is helpful to you and thanks for your patience, busy field day and travel. Let me know anything else you need!

Regards,

Professor Sean Patton
Author of Florida's Aquatic Butterfly Gardening
iNaturalist Science Ambassador
CEO of Stocking Savvy Environmental Consulting
Business Line: (941) 500-2218
"*Native Plants, Native Fish, Native Florida*"

Learn More From Stocking Savvy
Florida's Aquatic Butterfly Gardening Book
Stocking Savvy Environmental Newsletter
www.stockingsavvy.com

[Quoted text hidden]

Bird Diversity at Juno Beach Pelican Lake 5 Year Review - Sheet1.pdf
96K

Gmail

Johann Lopez <jlopez@juno-beach.fl.us>

Introduction and Meeting

Stocking Savvy <stockingsavvy@gmail.com> Wed, May 20, 2026 at 4:58 PM
To: Johann Lopez <jlopez@juno-beach.fl.us>
Cc: Tim Hannon <thannon@juno-beach.fl.us>, Matt Abolafia <matt.abolafia@gmail.com>

Hey Johann,

Here is the overview of plant and algae control we have done so far.

1. Large scale cattail and primrose willow removal manually to lower nutrients.
2. Stocking Grass Carp for long term control of algae and plants, suggest stocking more.
3. Pre-emptive low risk herbicide use for aquatic plants.
4. Algae eating fish stocking.
5. Removal of invasive fish through fish rodeos also lowering nutrient totals in lake.
6. Aeration of the lake.
7. Reduction of turf grass and low maintenance native habitat installs.
8. Continue to follow UF IFAS guidelines on no fertilization within 10ft of a water body or road leading to inputs of said water body.
9. Biochar bags at inlets.
10. Previous physical removals of excess algae and aquatic plants.
11. Littoral Shelves planned for future installation.
12. Targeted treatment of worst locations in summer as needed. Herbicide or physical removal.
13. Continued Monitoring.

If further algae control is needed we can try more algae eating species, floating treatment wetlands, continued physical removals to control nutrients, or shading through water lilies. However due to the extreme shallowness of the lake especially the north end combined with intense heat waves and low water levels it is a difficult problem. Digester bacteria won't work due to the bottom being mostly sand but we can try them. I am also exploring a pilot program for stocking of shellfish and new native species for lake management which when ready I can test at Juno Beach.

Cattail Removal
The remaining cattails are about 16,000 sqft, very wide and dense growth on the eastern portion of the lake and less than 500 sqft elsewhere. Previous clumps removed were 1,400, 400, and 2,200, and 800 sq ft or 4,400 total. This would be a 4 day job with a full crew to remove all remaining cattails throughout the lake. We would be able to clear them to the base and then Chris can spray the stumps to stop regrowth. Total would be about $10,950 and would cover labor, travel, equipment, etc.

Planting of Old Shoreline
This can and should be done through a combination of new plants and harvesting older plants in the lake that are growing too far out. Cost is roughly the same either way as one pays for plants, the other more labor to harvest. I suggest pickerelweed, short stem bulrush, and a bit of duck potato mixed in. Other plants are available if you wanted more diversity. There are two shorelines needing planting at 150ft and 120ft both about 3 rows thick, for a total of $1825 all inclusive.

Hope this covers the bases let me know if you need anything else!

Regards,

Professor Sean Patton
Author of Florida's Aquatic Butterfly Gardening
iNaturalist Science Ambassador
CEO of Stocking Savvy Environmental Consulting
Business Line: (941) 500-2218
"*Native Plants, Native Fish, Native Florida*"

Learn More From Stocking Savvy
Florida's Aquatic Butterfly Gardening Book
Stocking Savvy Environmental Newsletter

www.stockingsavvy.com

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Attachment 8

Item #10.

Request for Qualifications

Natural Resource, Wetland and Environmental Services Management Professional

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

ANDREA DOBBINS
PROJECT COORDINATOR/RISK MANAGER
(561) 656-0326

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Request for Qualifications
Natural Resource, Wetland and Environmental Services Management Professional

The Town of Juno Beach is soliciting statements from qualified individuals or firms to provide "Natural Resource, Wetland and Environmental Services Management" on an as-needed basis.

All questions relating to this RFQ must be received at least six (6) days prior to the submittal deadline and must be in writing and faxed to (561) 656-0327 or e-mailed to Andrea Dobbins, Project Coordinator/Risk Manager, at adobbins@juno-beach.fl.us.

~~**The professional services to be rendered shall relate to all aspects of environmental conservation and regulation, including, but not limited to, wetlands, protected habitats, water quality, contamination, and threatened or endangered species.**~~

Interested individuals or firms shall submit **one (1) original qualification statement and six (6) copies** in a sealed envelope bearing the name and address of the individual or firm and the words "**NATURAL RESOURCE, WETLAND AND ENVIRONMENTAL SERVICES MANAGEMENT PROFESSIONAL"** to the Juno Beach Town Center, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, June 18, 2020**. Submittals received after the time and date specified will not be considered.

The Town of Juno Beach may select one or more qualified individuals or firms to enter into non-exclusive continuing contracts.

The Town of Juno Beach reserves the right, in its sole discretion, to accept or reject any or all submittals. The Town specifically reserves the right to seek the services of other engineers or consultants for any matter, notwithstanding the fact that the project or task may fall within the scope of services of the continuing contract. Cost of preparation of qualification statements is solely that of the submitter and the Town assumes no responsibility for any costs incurred.

All documents relating to this submittal may be obtained at the Town of Juno Beach website www.juno-beach.fl.us, Demandstar.com, VendorRegistry.com, or by calling Andrea Dobbins, Project Coordinator/Risk Manager at (561) 656-0326.

TOWN OF JUNO BEACH, FLORIDA
Andrea Dobbins
Project Coordinator/Risk Manager

Publish: Palm Beach Post
Sunday, June 7, 2020

TERMS, CONDITIONS AND INSTRUCTIONS

The Town of Juno Beach is soliciting statements from qualified individuals or firms for a contract to provide "Natural Resource, Wetland and Environmental Services" on an as-needed basis.

The professional services to be rendered should include, but not limited to: planning, monitoring and managing activities related to wetland restoration and conservation projects and programs.

Examples of such services may include:

- Environmental Analysis & Reports
- Water Quality Analysis & Reports
- Herbicide/Algaecide Analysis & Reports
- Inspections
- Water & Soil Testing
- Modeling to Enhance Favorable Environments for Plant life, Marine life and Waterfowl
- Environmental/Biological Surveys
- Environmental Characterizations, Modeling & Compliance

Qualified individuals or firms and their personnel must possess the ability to communicate and work with officials and staff of state, county, local and quasi-governmental agencies.

***Please note that "Pelican Lake" (12 acre fresh water lake) will be the focal point for these services.**

GENERAL INFORMATION:

Interested individuals or firms shall submit **one (1) original qualification statement and six (6) copies** in a sealed envelope bearing the name and address of the firm and the words "**NATURAL RESOURCE, WETLAND AND ENVIRONMENTAL SERVICES MANAGEMENT PROFESSIONAL"** to the Juno Beach Town Center, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, June 18, 2020**. Submittals received after the time and date specified will not be considered.

The submittal deadline must be and shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered. Such proposals will be returned to the submitter unopened. No facsimile or electronic submittals shall be considered.

All questions relating to this RFQ must be received at least six (6) days prior to the submittal deadline and must be in writing and faxed to (561) 656-0327 or e-mailed to Andrea Dobbins, Project Coordinator/Risk Manager, at adobbins@juno-beach.fl.us.

PUBLIC RECORDS:

Upon award recommendation or thirty days after opening, whichever is earlier, all qualification statements and information submitted become public records and shall be subject to disclosure pursuant to Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, firms must invoke the specific exemptions to disclosure provided by law in its statement by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

CONFLICT OF INTEREST DISCLOSURE:

The individual or firm shall disclose with its qualification statement the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling, and child) who is also an employee or officer of the Town. Furthermore, all firms shall disclose the name of any Town employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interest exists, this should be clearly stated.

FACTORS CONSIDERED:

In determining whether a firm is qualified, the Town shall consider a variety of factors, including, but not limited to overall experience, capability and adequacy of professional and support personnel; certification as a minority business enterprise; current and projected workloads; and past performance and experience.

CONE OF SILENCE:

This Request for Qualifications is subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFQ entered into in violation of the cone of silence provisions shall render the transaction voidable.

QUALIFICATION STATEMENTS:

All qualification statements submitted pursuant to the RFQ shall address, at a minimum, the following:

1. The individual or firm shall provide detailed information about the experience and qualifications of the assigned personnel considered key to the success of these services. This information should include but is not limited to education, training certificates, technical experience, professional affiliations and past and current projects (including dates and responsibilities).

2. The ability to provide consulting services on the following topics:
   - Environmental Analysis & Reports
   - Water Quality Analysis & Reports
   - Herbicide/ Algaecide Analysis & Reports
   - Inspections
   - Water & Soil Testing
   - Modeling to Enhance Favorable Environments for Plant life, Marine life and Waterfowl
   - Environmental/Biological Surveys
   - Environmental Characterizations, Modeling & Compliance

3. The individual's or firm's past experience providing environmental consulting services to other public and/or private sector clients.

4. The individual's or firm's ability to adhere to time and budget requirements and its past record of meeting project deadlines.

5. The basis on which compensation will be determined (but not dollar amounts) and the method by which payment for services rendered is to be made.

6. Evidence of valid state, county and local licenses and business tax receipts proving authority to conduct business in the jurisdiction of the work.

7. A minimum of three (3) references (public sector experience is preferred but not required) that have been clients of the individual or firm within the past three (3) years, together with contact information for each client (name and phone number).

8. List of all sub-consultants, including their qualifications and their anticipated role in providing services to the Town.

9. Proof and amount of general liability insurance and professional liability insurance.

10. If a corporation or limited liability company, proof of current status.

CALENDAR OF EVENTS:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

Date/Time	Action/Activity
June 8, 2020	RFQ available on Town website and other links
June 12, 2020 3:00pm	Questions Due from Qualified Firms
June 18, 2020 11:00am	RFQ Due/Proposals Acknowledged Publicly
June 24, 2020 5:30pm	Public Meeting for Town Council to Review, Evaluate & Rank each Submittal

EVALUATION CRITERIA:

The evaluation criteria are as follows:

50	***Qualifications and Experience of Individual or Firm's Primary Representative*** • Qualifications and experience • Availability of qualified personnel • Past performance records • References
50	***Knowledge and Understanding of Town/Scheduling*** • Understanding of Town's governmental process • Understanding of Town's special needs/unique environment • Recent, current and projected workload of team
100	***TOTAL MAXIMUM POINTS***

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. 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: _____)

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 or 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 jury verdict, nonjury 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control 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 in 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 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 binding contract and which proposals or applies to proposal 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 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(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
Evaluation Committee
Environmental Oversite Coordinator
December 1, 2021

Firm	#1	#2	Total
Stocking Savvy Environmental Consulting	30	70	100

Please rank each firm:

1. Score each firm based on the Evaluation Criteria listed below for columns 1 and 2 above; 30 points available for criterion #1, and 70 points are available for criterion #2, the higher point total is your preferred firm, 100 total points are available.
2. Add columns 1 and 2 above and enter in the Total column.
3. The Firm with the highest Total will be your preferred firm.

EVALUATION CRITERIA:

30	***Qualifications of Individual or Firm*** • Qualifications • Availability of qualified personnel • References (minimum of 3- public sector preferred but not required)
70	***Experience and Knowledge of Qualified Individual or Firm*** • Aquatic Projects Demonstrating Health of Ecosystem Improvement-provide examples of specific projects • Demonstrated knowledge and provide project examples of combatting pollutants to promote water quality in a freshwater lake
100	***TOTAL MAXIMUM POINTS***

Completed By (Print & Sign): MATT PAZANSKI

QUALIFICATION STATEMENTS:

All qualification statements submitted pursuant to the RFQ shall address, at a minimum, the following:

1. The individual or firm shall provide detailed information about the experience and qualifications of the assigned personnel considered key to the success of these services. This information should include but is not limited to education, training certificates, technical experience, professional affiliations, and past and current projects (including dates and responsibilities).

2. The professional services to be rendered may include, but are not limited to:

   - Environmental Analysis & Reports
   - Water Quality Analysis & Reports
   - Herbicide/Algaecide Analysis & Reports
   - Inspections
   - Water & Soil Testing
   - Modeling to Enhance Favorable Environments for Plant life, Freshwater Habitat and Waterfowl
   - Environmental/Biological Surveys
   - Environmental Characterizations, Modeling & Compliance
   - Guidance on the development of a littoral shelf

3. The individual's or firm's past experience providing environmental consulting services to other public and/or private sector clients.

4. The individual's or firm's ability to adhere to time and budget requirements and its past record of meeting project deadlines.

5. The basis on which compensation will be determined (but not dollar amounts) and the method by which payment for services rendered is to be made.

6. Evidence of valid state, county and local licenses and business tax receipts proving authority to conduct business in the jurisdiction of the work.

7. A minimum of three (3) references (public sector experience is preferred but not required) that have been clients of the individual or firm within the past three (3) years, together with contact information for each client (name and phone number).

8. List of all sub-consultants, including their qualifications and their anticipated role in providing services to the Town.

9. Proof and amount of general liability insurance and professional liability insurance.

10. If a corporation or limited liability company, proof of current status.

Town of Juno Beach
Evaluation Committee
Environmental Oversite Coordinator

December 1, 2021

Firm	#1	#2	Total
Stocking Savvy Environmental Consulting	20	50	70

Please rank each firm:

1. Score each firm based on the Evaluation Criteria listed below for columns 1 and 2 above; 30 points available for criterion #1, and 70 points are available for criterion #2, the higher point total is your preferred firm, 100 total points are available.
2. Add columns 1 and 2 above and enter in the Total column.
3. The Firm with the highest Total will be your preferred firm.

EVALUATION CRITERIA:

30	***Qualifications of Individual or Firm*** • Qualifications • Availability of qualified personnel • References (minimum of 3- public sector preferred but not required)
70	***Experience and Knowledge of Qualified Individual or Firm*** • Aquatic Projects Demonstrating Health of Ecosystem Improvement-provide examples of specific projects • Demonstrated knowledge and provide project examples of combatting pollutants to promote water quality in a freshwater lake
100	***TOTAL MAXIMUM POINTS***

Completed By (Print & Sign): Anthony R. Meriano

12-1-24

Ecosystem based management

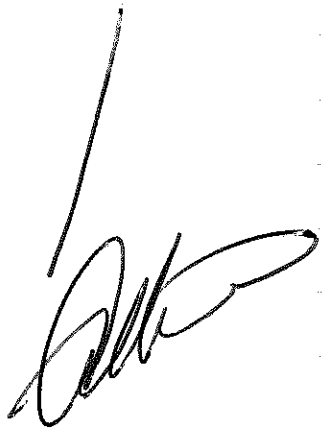
• Staff ? 5

Consider issues w/ location in Sarasota

WATER TESTING -
how will it happen

Assist w/ grants & funding

City of Lake Helen - project 1/3 A lake



Town of Juno Beach
Evaluation Committee
Environmental Oversite Coordinator

December 1, 2021

Firm	#1	#2	Total
Stocking Savvy Environmental Consulting	15	35	50

Please rank each firm:

1. Score each firm based on the Evaluation Criteria listed below for columns 1 and 2 above; 30 points available for criterion #1, and 70 points are available for criterion #2, the higher point total is your preferred firm, 100 total points are available.
2. Add columns 1 and 2 above and enter in the Total column.
3. The Firm with the highest Total will be your preferred firm.

EVALUATION CRITERIA:

30	***Qualifications of Individual or Firm*** • Qualifications • Availability of qualified personnel • References (minimum of 3- public sector preferred but not required)
70	***Experience and Knowledge of Qualified Individual or Firm*** • Aquatic Projects Demonstrating Health of Ecosystem Improvement-provide examples of specific projects • Demonstrated knowledge and provide project examples of combatting pollutants to promote water quality in a freshwater lake
100	***TOTAL MAXIMUM POINTS***

Completed By (Print & Sign): Andrea Dobbins

Andrea Dobbins

#1 Mr. Patton is a biologist & identified & indirectly other person in the RFQ (Kendall Southworth). No other staff is identified. There were 5 individuals listed as references but very vague, no project info w/ the people referenced.

#2 Provided no other specific projects as requested in RFQ.
the Lake Plan did demonstrate his knowledge of freshwater habitat & wildlife. The proposed plan was detailed but there was no tract record of other successful implemented projects.

All vendors/businesses are on West Coast, the logistics of this do not seem viable in working w them for products/svc. due to time/cost

MINUTES
TOWN OF JUNO BEACH
TOWN COUNCIL REGULAR MEETING
December 8, 2021
Council Chambers/YouTube
340 Ocean Drive

PRESENT: JASON HASELKORN, MAYOR
JIM LYONS, VICE MAYOR
PEGGY WHEELER, VICE MAYOR PRO TEM
ELAINE K. COTRONAKIS, COUNCILMEMBER
DD HALPERN, COUNCILMEMBER

ALSO PRESENT: JOSEPH LO BELLO, TOWN MANAGER
LEN RUBIN, TOWN ATTORNEY
MATTHEW PAZANSKI, FINANCE DIRECTOR
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
ANTHONY MERIANO, DIRECTOR OF PUBLIC WORKS
ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
STEVE HALLOCK, DEPUTY DIRECTOR OF PUBLIC WORKS
CAITLIN COPELAND, TOWN CLERK

ABSENT:

Audience: 17

~ CALL TO ORDER – 5:30 PM
~ PLEDGE OF ALLEGIANCE TO THE FLAG
~ ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA - *None*
(Time: 2:05 – 2:40) ***(TIME STAMP IS BASED OFF OF YOUTUBE VIDEO)***

1. **SWEARING IN NEW POLICE OFFICER MARK SALOIO** *(Time: 2:41-6:44)*
(Town Clerk Copeland)

Chief of Police Smith introduced new police officer Mark Saloio.

Town Clerk Copeland swore in new police officer Mark Saloio.

2. **COMMENTS FROM THE PUBLIC** *(Time: 6:45 – 13:51)*

Public Comments Opened at 5:35pm.

Town Clerk Copeland read comment into the record from Richard Domian *(see attached)*.

Alexander Cooke, 400 Seaside Lane, made an announcement that he is a candidate running for Town Council Seat #5 and wished everyone happy holidays.

Stuart Katz, 900 Ocean Drive, expressed his concerns about Mayor Haselkorn *(see attached)*.

Steve Allen, 451 Olympus Drive, commented on the proposals for the NW Corner of US1 and Donald Ross Road and the Captain Charlie's property. He also expressed his opposition to the proposed ordinance prohibiting dogs in parks but understood its purpose.

John Callaghan, 24 Grand Bay Circle, commented on the Palm Beach Transportation item and recommended that Council identify Universe Boulevard as the Town's first "complete street" for dedicated bike lanes and explained. He also wished everyone a Merry Christmas and Happy New Year.

Public Comments Closed at 5:42pm.

3. **CONSENT AGENDA** *(Time: 13:52 – 14:03)*
All matters listed under Item 3, 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.

A. Consider approving the November 10, 2021, Town Council Meeting Minutes
B. Resolution No. 2021-10 – Amending the Town's Public Purpose Expenditure Policy to Allow for Volunteer Anniversary Meals
C. Special Event Request – Road Runners
D. Approval of Request for Qualifications for an Environmental Oversite Coordinator

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

ACTION: *The motion passed 5-0.*

4. **GUEST SPEAKER(S) – PALM BEACH TRANSPORTATION AGENCY (TPA)** *(Time: 14:04 – 1:25:39)*
(Alyssa Frank, Lead Planner & Conor Campobasso, Long-Range Planner)

Alyssa Frank, Lead Planner for Palm Beach Transportation Planning Agency introduced herself and her co-worker Conor Campobasso, the Long-Range Planner. She then proceeded to go over their presentation *(see attached)* and asked Council if they had any questions.

Council reviewed, discussed, and asked Ms. Frank and Mr. Campobasso questions on this item.

Council gave consensus to have staff work with the Traffic Engineer, look at Universe Boulevard, Donald Ross Road, and US Highway One and bring back options and feedback to Council.

5. **PUBLIC HEARING AND FIRST READING ON ORDINANCE NO. 748 – PROHIBITING ANIMALS (DOGS) IN PARKS EXCEPT FOR PELICAN LAKE PARK**
(Time: 1:25:40 – 1:47:42)
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, RELATING TO ANIMALS IN PUBLIC PARKS; AMENDING CHAPTER 4, "ANIMALS," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 4-2, "DOGS AND CATS RUNNING AT LARGE PROHIBITED; LICENSE AND LEASH REQUIRED ON PUBLIC PROPERTY," TO REMOVE THE REFERENCE TO PUBLIC PARK OR RECREATION AREAS; AMENDING ARTICLE II, "USE AND CONDUCT REGULATIONS OF PARKS," OF CHAPTER 18, "PARKS AND RECREATION," BY AMENDING SECTION 18-42 TO EMPHASIZE THAT ANIMALS ARE PROHIBITED ON TOWN BEACHES AND ALLOW

LEASHED AND LICENSED DOGS IN PELICAN LAKE PARK; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
(Town Attorney Rubin)

A. Town Attorney to Read Ordinance Title

Town Attorney Rubin read the ordinance title.

B. Staff Presentation

Town Attorney Rubin went over the memorandum and asked Council if they had any questions.

C. Public Hearing

Public Hearing Opened at 6:59pm.

Town Clerk Copeland read resident Marian Miltenis' letter into the record as well as a comment that was submitted through the Town's web forum *(see attached)*.

Diana Davis, 440 Sunset Way, expressed her opposition to the proposed ordinance.

Nancy Wolf *(via Zoom),* 1613 E. Hemingway Drive, expressed her concerns on dogs walking around the parks.

Ken Craig, 605 Universe Boulevard, inquired about the definition of the term animal in the code.

D. Council Motion/Second-Council Discussion

Council reviewed, discussed, and asked questions on this item.

Council gave consensus to strike the sentence that includes the term "mammal".

E. Council Action

***MOTION:** Lyons/Cotronakis made a motion to approve Ordinance No. 748 on first reading.*

***ACTION:** The motion passed 5-0.*

6. **APPROVAL OF REQUEST FOR PROPOSAL FOR THE RENOVATION OF A DUNE WALKOVER STRUCTURE LOCATED AT MERCURY ROAD** *(Time: 1:47:43 – 2:00:14)*
(Project Coordinator/Risk Manager Dobbins)

Project Coordinator/Risk Manager Dobbins went over the memorandum and asked Council if they had any questions.

Council reviewed, discussed, and asked questions on this item.

MOTION: *Lyons/Cotronakis made a motion to enter into an agreement with Brothers' Construction, Inc. for the renovation of the dune walkover located at Mercury Road with the total cost of the project not to exceed $117,000 and to authorize the Town Manager to execute all required agreements.*

ACTION: *The motion passed 5-0.*

7. **EMPLOYEE INSURANCE PLANS FOR 2022** *(Time: 2:00:15 – 2:08:56)*
(Finance Director Pazanski)

Finance Director Pazanski went over the memorandum and asked Council if they had any questions.

Council reviewed, discussed, and asked staff questions on this item.

Vice Mayor Pro Tem Wheeler asked for a copy of the cost per employee breakdown *(see attached)*.

MOTION: *Lyons/Halpern made a motion to approve the Florida BlueCase S1451 HMO Plan as the base employee health insurance plan, Solstice 11027 dental plan, UNUM Insurance Company life and short and long-term disability insurance plans, the Health Care Flexible Spending Account Funding, the opt-out, alternatives, and other provisions as outlined for the plan year 2022, effective January 1, 2022, to December 31, 2022 and to waive the bidding process as not advantageous.*

ACTION: *The motion passed 5-0.*

8. **DISCUSSION ON MOBI-MAT ADA BEACH ACCESS MAT** *(Time: 2:08:57 – 2:25:16)*
(Per the request of Councilmember Halpern)

Councilmember Halpern went over the memorandum and asked the Councilmembers for their thoughts on incorporating a Mobi-Mat.

Council reviewed, discussed, and asked staff questions on this item.

9. **DISCUSSION ON FWC AHRES APPLICATION FY 22/23** *(Time: 2:25:17 – 2:38:03)*
(Per the request of Councilmember Halpern)

Councilmember Halpern went over the memorandum and clarified that Town Manager Lo Bello did state that staff was pursuing this grant opportunity.

Town Manager Lo Bello explained the grant opportunities that the Town has currently applied for.

Councilmember Halpern requested a copy of the Town's list of items for the American Rescue Plan Funding.

Council reviewed, discussed, and asked staff questions on this item.

Council discussed the Community Events area proposed project.

Council gave consensus to have the Community Events Project put on the January agenda.

10. **COMMENTS FROM TOWN MANAGER** *(Time: 2:38:04 – 2:46:38)*

Town Manager Lo Bello asked for clarification on the TPA discussion and if Council wanted staff to have the options and feedback from the Traffic Engineer prior to the February 18th deadline.

Council reviewed, discussed, and asked staff questions on this item.

Council gave consensus to have staff try to for the February 18th deadline.

11. **COMMENTS FROM TOWN ATTORNEY** *(Time: 2:46:39 – 2:51:52)*

Town Attorney Rubin provided an update from the Attorney General's Office on the ongoing litigation against the companies that produced opioids and asked Council if they are interested in participating in the litigation. He explained the use of funding that would be received.

Council reviewed, discussed, and asked Attorney Rubin and Chief of Police Smith questions on this item.

MOTION: *Lyons/Wheeler made a motion to approve the Town's participation in this matter.*

ACTION: *The motion passed 5-0.*

12. **COMMENTS FROM STAFF** *(Time: 2:51:53 – 3:13:21)*

Project Coordinator/Risk Manager Dobbins provided an update on a proposed replacement fountain for the 9/11 remembrance site *(see attached)*.

MOTION: *Lyons/Cotronakis made a motion to purchase the fountain in an amount not to exceed $50,000, forego the bidding process as it is not advantageous, and use the funds from the American Rescue Plan Funds.*

ACTION: *The motion passed 5-0.*

Council discussed the landscape architect's feedback.

Council gave consensus to have flags mark the areas for the Sabal Palms.

Town Clerk Copeland went over the upcoming meeting and event dates.

Vice Mayor Lyons inquired about the Juno Beach Holiday Parade route.

Chief of Police Smith explained the proposed route for the Holiday Parade.

13. **COMMENTS FROM COUNCIL** *(Time: 3:13:22 – 3:45:20)*

Councilmember Halpern asked Council about items for the Sustainability Meeting presentation.

Town Manager Lo Bello stated that he will provide Councilmember Halpern with information on the electric vehicles.

Councilmember Halpern inquired about publicly noticing the evaluation committee meetings.

Town Manager Lo Bello explained the notice process for requests for proposals/qualifications and stated that staff will include Council on the calendared meetings.

Councilmember Cotronakis thanked staff for the decorations and wished everyone a blessed holiday season.

Vice Mayor Pro Tem Wheeler inquired about Councilmembers not endorsing candidates and asked Council for a consensus to set a policy.

Council reviewed and discussed this item.

Vice Mayor Pro Tem Wheeler commented on the Juno Beach Civic Association's holiday event and wished everyone happy holidays.

Vice Mayor Lyons congratulated Vice Mayor Pro Tem Wheeler's husband on being named the Citizen of the Year. He also inquired about the status of the broken mailbox and suggested that they send a letter to Congressman Mast.

Town Manager Lo Bello stated that staff will send a letter to Congressman Mast.

Vice Mayor Lyons inquired about the status of the speed limit change to Mars Way.

Town Manager Lo Bello stated that it is moving in a positive manner and will update the Council in the Activity Report.

Vice Mayor Lyons wished everyone a Merry Christmas and healthy Happy New Year.

Mayor Haselkorn wished everyone Happy Holidays.

14. **ADJOURNMENT** *(Time: 3:45:21 – 3:45:30)*

Mayor Haselkorn adjourned the meeting at 9:13pm.

Jason Haselkorn, Mayor

Caitlin E. Copeland, Town Clerk

Attachment 9

Item #10.

Gmail

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

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com> Tue, Dec 7, 2021 at 8:00 PM
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Submitted on Tuesday, December 7, 2021 - 8:00pm

Submitted by anonymous user: 212.102.60.173

Submitted values are:

First Name Richard
Last Name Domian
Address 20 Celestial Way
Email Address ricksterrsd@att.net
Agenda Item Number (Ex: 1, 2, 3) 3
Public Comment / Question
Hello,
This in reference to the Monday, 12/6/2021 meeting on allowing the Thirsty Turtle to use the vacant space in the plaza as a take-out.
First of all, I have no ties or interest with the Thirsty Turtle.
I watched the meeting on Zoom today and there is something that I don't understand.
I believe that that store was last a florist shop.
So, people would park, go in the shop and leave.
So, if that space was a take out, people would park
get their food and leave. Same as a florist shop.
The parking situation would be the same.
So, what does the Board see that I don't???
Doesn't make sense to me,
Thank you.

The results of this submission may be viewed at:

https://www.juno-beach.fl.us/node/2951/submission/17451

JB public comment 211208 re Hasselkorn

Mr. Haselkorn hates dissent. He will go to extreme lengths to surpress crititicism. I call for his resignation because the mayor lied and wrote fiction in his sworn statement to our police force. He accused me of intimidation and harassment based upon our interaction at a Mayor's Hour event this summer. Here's the 30 second summary: For months Mr. Haselkorn dodged my one-to-one inquiries into his alleged role in the March 2021 Town Council Election cycle. My search for civic transparency has become what he labels a personal attack.

I have seen people lose careers from the allegations in his statement. Mr. Haselkorn attests under penalty of law, "Instead of leaving, I noticed he (that's me) had turned around and approached another councilmember in an intimidating and threatening manner-in her personal space and staring her down to intimidate her." That is a lie. The lobby of town center has video coverage. I have hard evidence that in the opinion of all who have seen it clearly shows that Mr. Haselkorn was engaged in conversation with others and oblivious to the interaction to which he testified.

For all his bluster Mr. Haselkorn has never simply denied my allegation. His fight-fire-with-fire response is simply intolerable. It is slander. It is character assassination. I am entitled to call Mayor Jason Hasselkorn a liar because I have proof. He is not entitled to respond to my public comment by throwing a

JB public comment 211208 re Hasselkorn grenade such as his unfortunate response, "you have never been one for honesty and accuracy," without supporting his assertion. Document the claim or retract the misstatement.

Complete Streets

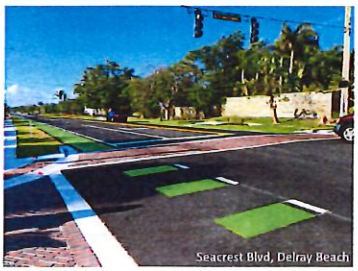
Town of Juno Beach Council Meeting

December 8, 2021

What are Complete Streets?

- Nationally recognized term
- Refers to roadways designed and operated to enable safe access for all users, including *pedestrians*, *bicyclists*, *motorists* and *transit riders* of all ages and abilities
- No singular design prescription for Complete Streets; design based on community's context

https://smartgrowthamerica.org/program/national-complete-streets-coalition/



Seacrest Blvd, Delray Beach

Benefits of Complete Streets

Choice

Complete Streets focus on moving people, not cars, and design focuses on all users, not only cyclists and pedestrians

Safety

A safe walking and bicycling environment is an essential part of improving public transportation and creating friendly, walkable communities

Health

Health care costs decrease as a community's investment in balanced infrastructure increases

Equity

Complete Streets benefits all users of all ages and abilities, including walkers, bicyclists, motorists and transit riders

Economic Development

From wider sidewalks to landscaping, the benefits of Complete Streets support local businesses, engage communities and boost economic development

Capacity

Improvement of the efficiency and capacity of existing roads by moving more people with different modes in the same amount of space



Before Complete Streets

After Complete Streets

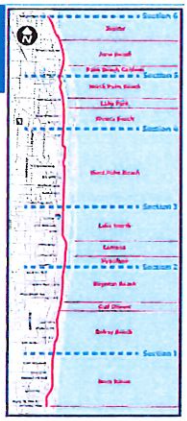


US-1 Corridor Study

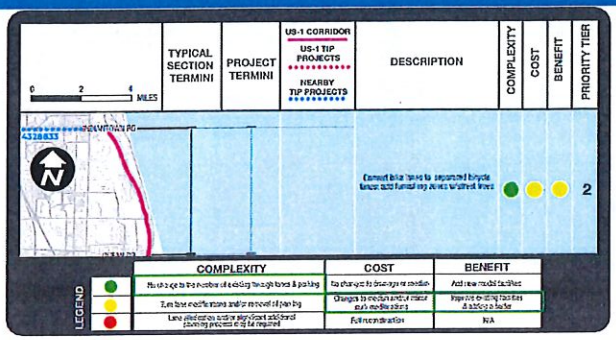
- 42 miles from Boca Raton to Jupiter
- Multimodal facilities to increase safety & access
- TPA Priority Project



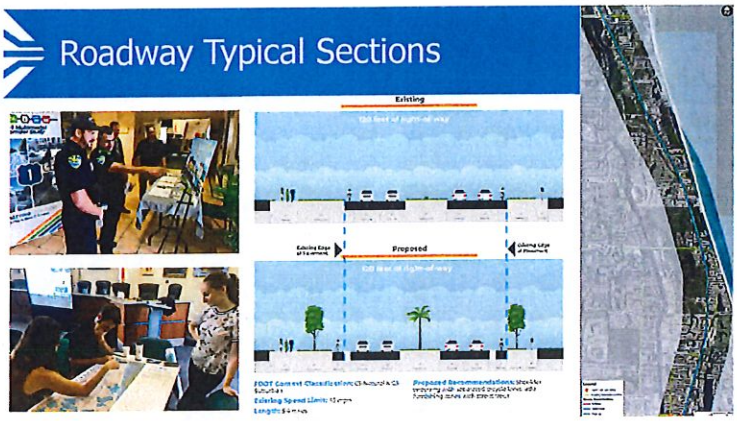
www.PalmBeachTPA.org/US1



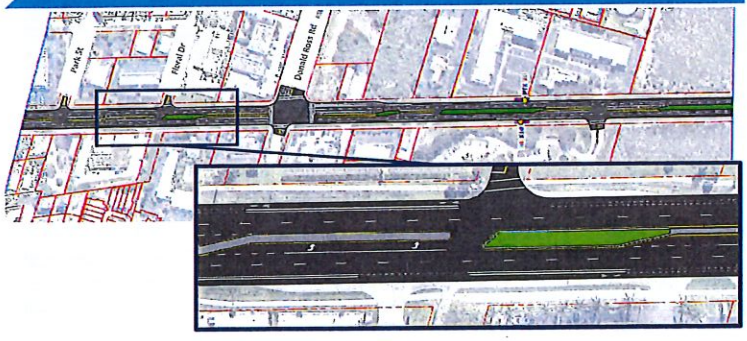
US-1 Study Recommendations



Roadway Typical Sections



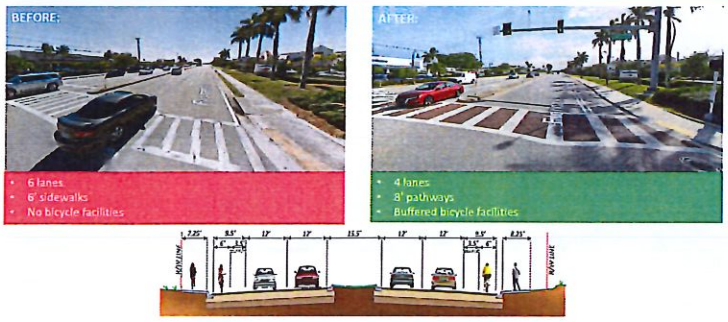
Roadway Plan Views



Examples of Separated Bicycle Lanes



Tequesta Lane Repurposing Project



Complete Streets Statistics

Local Economy: Every $1 spent on shared use paths supports $1.72 annually from local business revenues and savings

Health: Improving walkability and active transportation infrastructure increases physical activity levels in children and adults

Environment: Walking and bicycling instead of driving for short distances is an important energy saving behavior to reduce GHG emissions

Personal Savings: Complete Streets projects save millions of dollars a year that would otherwise be spent in collision and injury costs

Property Values: An increase of one Walk Score point can increase the price of a home by an average of $3,250 or 0.9%

Safety: Complete Streets reduce crashes through traffic-calming measures and introducing infrastructure that's accessible for everyone



Questions?

Alyssa Frank – AFrank@PalmBeachTPA.org
Conor Campobasso – CCampobasso@PalmBeachTPA.org

My name is Marian Miltenis. I live at 20 Celestial Way, Apartment 314. As Secretary of the Seminole Condominium Association, I speak not only for myself but also on behalf of the board and our residents.

We were surprised and concerned to learn that Councilmember Halpern favors allowing dogs on all parks except for the beach. We want to go on the record in opposition to Ms. Halpern's position to allow dogs everywhere except the beach, and in favor of the proposed additions to the Town Code regarding dogs, cats, and animals in parks. We believe dog owners and their pets already have plenty of space at Pelican Lake Park.

As residents and taxpayers, we believe our town already is quite welcoming to visitors, their families and, yes, their dogs. Because the town provides parking at Kagan Park and the Town Center, visitors can enjoy our parks, walking trail, and beach. We believe the 12 acre lake, with its well maintained walking trail and extensive grassy areas, provides a lovely one mile walk for residents, visitors, and their dogs. We do not see the need to allow people to take their dogs to the other parks or beach, especially because doing so creates safety and environmental issues.

With regard to Kagan Park, it is primarily a space for children and their families, as well as enjoyment for other age groups, and not a dog exercise and "relief" area. With swing sets, a half basketball court, a play structure, exercise equipment, a Bocce court, and picnic tables, it is clearly a park created and maintained for recreational purposes. We believe allowing dogs would result in potential injuries from dog bites, especially to children. We also believe dog urine and excrement would render the park an unhealthy environment, which would be exacerbated when there is flooding. We previously mentioned our concerns about flooding and contamination when Ms. Halpern proposed building a restroom facility at Kagan Park in May, 2021.

We are reassured to know Ms. Halpern and other Council Members do not support allowing dogs on Juno Beach. Not only could beach goers and sunbathers be bothered by the animals and what they leave behind in the sand, but also our world famous Loggerheads. According to the Loggerhead Marinelife Center, "Juno Beach is part of one of the most densely nested beaches of loggerhead sea turtles in the world with five of the world's seven sea turtle species found off its coast." We simply cannot further endanger the turtles and are relieved to know Town Council shares that view.

The topic of allowing dogs at Kagan Park has been discussed in the past. It was rejected then and we ask that it be rejected now. It appears we have the proverbial case of the tail wagging the dog, and a solution in search of a problem. We see no problem in adjusting the Town Code regarding dogs as proposed because we understand it would be difficult to reverse the current situation at Pelican Lake Park, but we adamantly oppose dogs at Kagan Park or Town Hall Park as well as the beach. Thank you.

Attachment 9

Item #10.

Gmail

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

Form submission from: PUBLIC COMMENTS

1 message

Town of Juno Beach Florida <juno-beach-fl@municodeweb.com> Tue, Dec 7, 2021 at 6:52 PM
Reply-To: Town of Juno Beach Florida <ccopeland@juno-beach.fl.us>
To: ccopeland@juno-beach.fl.us

Submitted on Tuesday, December 7, 2021 - 6:52pm

Submitted by anonymous user: 98.254.180.215

Submitted values are:

First Name Richard
Last Name Domian
Address 20 Celestial Way
Email Address ricksterrsd@att.net
Agenda Item Number (Ex: 1, 2, 3) 5
Public Comment / Question
Ellen Grannis and I would like the share our thoughts with the Town Council.
Dogs should not be allowed in Kagan Park.
This park and the grass area, which is where the kids playground is, is way too small to have dogs roaming around.
We are also in agreement that dogs should not be allowed on our beach.
Thank you

The results of this submission may be viewed at:

https://www.juno-beach.fl.us/node/2951/submission/17441

9/11 Renovation Project



Marble fountain

Base cost;	$14,500
Crating;	$1475
Freight;	$1946
Installation (est.);	$12,000
Electrician (est.);	$2000
Remove/Replace concrete;	$6688
Landscaping (sable palms);	$5000
New lighting/installation	$2000
Irrigation repairs	$2000
Contingency	$2391
TOTAL estimated cost	$50,000

AMENDMENT TO CONTINUING CONTRACT FOR ENVIRONMENTAL OVERSIGHT COORDINATOR SERVICES FOR PELICAN LAKE

This Amendment is made as of the 26 day of January, 2026, by and between the **Town of Juno Beach**, a Florida municipal corporation ("Town") and **Stocking Savvy, LLC**, a Florida limited liability company ("Consultant").

WITNESSETH

WHEREAS, pursuant to the Request for Qualifications for an Environmental Oversight Coordinator Services for Pelican Lake ("RFQ"), the Town and Consultant entered into the Continuing Contract for Environmental Oversight Coordinator Services for Pelican Lake on January 11, 2022 (the "Agreement"); and

WHEREAS, the Town and Consultant have mutually agreed to renew the Agreement on an annual basis pursuant to the terms of the Agreement and RFQ; and

WHEREAS, the Town and Consultant desire to renew the Agreement and amend the compensation due to Consultant for travel reimbursement while maintaining all other fees the same; and

WHEREAS, the State of Florida requires that contracts between local governments and business entities include certain statutorily required clauses and affidavits

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended to incorporate the following:

1. **Agreement Renewed.** The Agreement is hereby renewed for an additional one-year term commencing January 11, 2026, and ending January 10, 2027, as authorized pursuant to the terms of the Agreement and RFQ.

2. **Exhibit "A" Replaced.** Exhibit "A" to the Agreement is hereby replaced in its entirety with the Exhibit "A" attached hereto and incorporated herein.

3. **Addition of Section 31. State Required Affidavits.** Section 31. State Required Affidavits shall be added as follows:

   Section 31. State Required Affidavits

   By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

   A. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

   B. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million

dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subconsultants; and has executed the required affidavit attached hereto and incorporated herein.

D. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

E. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

4. **Ratification of Agreement.** The Agreement, as modified by this Amendment, remains in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment will apply.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

Town of Juno Beach

By: _____
~~Robert Cole~~ Caitlin Copeland-Rodriguez
Acting Town Manager

Stocking Savvy, LLC

By: _____
Sean Patton
CEO

Attest: Emily Alves
~~Caitlin Copeland-Rodriguez, MMC~~ Emily Alves
Town Clerk Designee

Approved as to form and legal sufficiency for the use and reliance of the Town of Juno Beach only

By: _____
TG Law PLLC, Town Attorney

EXHIBIT "A"

Stocking Savvy LLC
2113 Olentary Street, Unit B
Sarasota, FL 34231
941-500-2218

Consulting Services	$90.00/hour (Billed in quarter hour increments)
Trip Charge to Juno Beach	Billed as actual mileage round-trip with the address above as the starting location at the IRS Standard mileage rates for business (https://www.irs.gov/tax-professionals/standard-mileage-rates)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subconsultants.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Matthew Abolafia

Witness #2 Print Name: Margaux Hines

Signed, sealed and delivered by:

Print Name: Sean Patton

Title: CEO

Entity Name: Stocking Savvy LLC

ACKNOWLEDGMENT

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 02 day of February, 2026, by Sean Patton (name of person) as Mbr Owner (type of authority) for Town of Juno Beach (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
✓ Produced identification (Type of Identification: FDL)
✓ Did take an oath; or
____ Did not take an oath

LESLIE LEMUS JIMENEZ
Notary Public - State of Florida
Commission # HH 657549
My Comm. Expires May 22, 2029

An official website of the United States government Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name
Stocking Savvy Environmental Consultant

Doing Business As (DBA) Name

Company ID
2453253

Enrollment Date
May 20, 2024

Employer Identification Number (EIN)
934428005

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
1 to 4

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Points of Contact

Name	Number	Ext	Email	Signatory
Sean Patton	(719) 439-9755		stockingsavvy@gmail.com	Yes

Rows Per Page 5

1

Edit Points of Contact

Company Addresses

Physical Address

1210 44th Street
Sarasota, FL 34232

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Stocking Savvy LLC, a nongovernmental entity.
3. Stocking Savvy does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: MATTHEW ABOLAFIA

Witness #2 Print Name: Maylux Nuñez

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Sean Patton

Title: CEO

Entity Name: Stocking Savvy LLC

OATH OR AFFIRMATION

State of Florida
County of Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 02 day of February, 2024, by Sean Patton (name of person) as the Owner (type of authority) for Town of Juno Beach (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

LESLIE LEMUS JIMENEZ
Notary Public - State of Florida
Commission # HH 657549
My Comm. Expires May 22, 2029

✓ Personally known to me; or
✓ Produced identification (Type of Identification: DL)
✓ Did take an oath; or
___ Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Stocking Savvy ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Witness #1 Print Name: Margaux Albiez

Witness #2 Print Name: MATTHEW ABOLAFIA

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Sean Patton

Title: CEO

Entity Name: Stocking Savvy LLC

OATH OR AFFIRMATION

State of Florida
County of Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 02 day of February, 2026, by Sean Patton (name of person) as the owner (type of authority) for Town of Juno Beach (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
✓ Produced identification (Type of Identification: DL)
✓ Did take an oath; or
____ Did not take an oath

LESLIE LEMUS JIMENEZ
Notary Public - State of Florida
Commission # HH 657549
My Comm. Expires May 22, 2029

SUPERIOR WATERWAY SERVICES, INC.

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated April 1, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Town of Juno Beach
ATTN: Mr. Steve Hallock

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site:

   One (1) lake/ 3,704 LF/ 12.7 acres located at Town of Juno Beach (Pelican Lake) in Palm Beach County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	$157.00 / monthly
Border Grass And Brush Control To Water's Edge	Included
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Biological Control Agent Permit Application	Included*
Triploid Grass Carp, Mosquito Fish Management Reporting	Included

12 visits per year for Torpedo Grass treatment utilizing TIGR herbicide.

* Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.

4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.

5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

SUPERIOR WATERWAY SERVICES, INC.

AQUATIC MANAGEMENT AGREEMENT

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road., Suite 1 Riviera Beach, Fl 33404 CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.

7. This agreement will renew automatically on the anniversary date unless cancelled by either party with thirty days written notice.

8. FISH STOCKING: Annual Spring Fish Stocking optional.

9. Addendums: See attached map, survey and report (where applicable).

   A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.

   B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.

   C. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is included herein only if specified.

   D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.

   E. Definitions of services referred to in Paragraph 1 are as follows:

   Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides. The use of Fluridone is not included and will be prescribed if needed. SWS will provide the product at market cost with no markup when needed.

   Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line. This service does not include the treatment of littoral zone areas.

SUPERIOR WATERWAY SERVICES, INC.

AQUATIC MANAGEMENT AGREEMENT

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Biological Control Agent Permit Application For Triploid Grass Carp And Mosquito Fish – Assistance in the permitting process from the Florida Fish & Wildlife Conservation Commission for the importation of restricted fish species.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER
Joseph F. Lo Bello
Town Manager
Town of Juno Beach

3/3/22
DATE

ATTEST:
Caitlin E. Copeland-Rodriguez
Town Clerk

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: K. Gunn, Interim Town Manager

Item Title: Resolution No. 2026-10 – Purchase 350 Celestial Way using Building Department Reserve Funds

DISCUSSION:
At the May 20, 2026, Town Council meeting, staff was directed to locate an appropriate building to relocate the Building Department and meet its operational needs. Subsequently, staff identified a mixed-use property at 350 Celestial Way for purchase.

At the June 3, 2026, meeting, the Town Council directed the staff to proceed with the purchase of the property, not to exceed $2.5 Million (see attached Contract).

Conditions related to the purchase include the Town (buyer) agrees to:

- Honor the residential leases at the Property through February 1, 2027
- Allow all existing commercial tenants to continue to occupy the property according to their existing leases for at least 90 days following the closing date.

In the event the property inspection reports are unsatisfactory, the Town of Juno Beach may cancel the sale without penalty until ***July 6, 2026*** when the Town's due diligence period expires.

Funding for the building purchase will come from the Building Department Reserve Funds which was $3,188,334.82, as of 9/30/25. Due to the accelerated timeline, although staff have conducted appropriate due diligence, the final reports were not complete in time for the printing of the agenda; the property has been appraised and inspected, and a Phase 1 Environmental appraisal has been conducted. (Reports are forthcoming and will be shared under separate cover with the Town Council and will be posted to the Town's website upon receipt prior to the June 24 meeting.) Authorized costs to date for the above total of $10,512.50.

Estimated closing costs including attorney fees are $12,500.

It is expected that costs will be incurred to renovate the space to make it suitable for staff use. To that end, staff estimates that the costs may be $500,000 for the relocation of walls, possibly load bearing,

bathrooms, flooring, ADA compliance and 1st floor windows. This amount will be included in the Capital Improvement Plan and will be funded entirely with Building Department Funds. Estimated costs of furniture, fixtures, and equipment (FFE) are $25,000. The technology costs associated with the phone service and internet set up are estimated at $2,000.

Estimated recurring costs for insurance ($43,500), Utilities ($13,500), and Janitorial Services ($12,312) total $69,312.

There will be a loss of income from the Building Department to the General Fund of approximately $61,000 for the space they occupy and associated costs at Town Hall.

All costs will be paid from Building Department revenue.

Please see answers below to pertinent questions related to the building purchase:

- **What percentage of the Building Department Permit Fees will be used to maintain the building annually?** At this time, it is unclear what percentage of the Building Department fees will be needed to maintain the building. General funds will not be used to maintain the building.

- **Will the purchase of the building keep the Town cost-neutral in terms of permit fees?** Staff does not expect permit fees to increase because of the purchase of 350 Celestial Way.

- **What is the approximate annual taxpayer-funded cost of maintaining the building?** All costs will be paid through building permit revenues, which is a fee-for-service. Unless taxpayers have active permits, they will not be paying for the building.

- **If the state legislation on homestead/non-homestead property tax changes, will the Town be able to afford the cost of maintaining the building?** Yes, because costs will be funded through building permit fees.

- **How will the purchase affect our budget, and will it require a millage rate increase to sustain operations?** There will be a loss of revenue from the Building Department to the General Fund of approximately $61,000 for the space they occupy and associated costs at Town Hall.

- **Insurance costs** for the building (liability, wind, flood) are estimated to be $43,500 per year

- **The added risk/liability costs associated with renting to non-government tenants in the building as we allow them to complete their lease terms?** FMIT advises that there will be no additional liability/costs for renting to non-government tenants in the short-term.

- **Building maintenance records (What are the condition of the roof and windows? Are the windows hurricane rated?)** The inspection of the property has been completed. When the report is finalized and provided to the Town staff, it will be forwarded under separate cover to the Town Council and posted to the Town's website.

- **How many staff members will use the building? Does using Building Permit funds for the purchase change require a minimum number of associated Staff to use the building?** At this time it is unclear how many staff members will use the building, however there are two full-time Building Department employees and several building inspectors and plan reviewers that will use

the building throughout the week. The use of building permit funds requires that the building be used to house staff that enforce the Florida building code.

- **If the building has multiple uses/tenants, what is the tax rate the Town will pay annually?** The expected tax rate annually based on the purchase price of $2.5 Million is $46,514 if the space is occupied by tenants. There will not be any tax liability when the property is occupied exclusively by the Town.

- **Are there any special requirements or conditions tied to the Building Permit Fee funding source being used for the purchase?** Per SS 553.80, building permits fees collected by municipalities are intended for the enforcement of the Florida building code.

STAFF RECOMMENDATIONS:

(1) Authorize purchase of 350 Celestial Way using Building Reserve Funds not to exceed $2.5 Million, (2) authorize the Town Manager or her designee to execute any and all documents necessary to effectuate the purchase of the Property, subject to approval as to form and legal sufficiency by the City Attorney, and (3) authorize the Town Manager to take any action which is necessary to implement this Resolution.

Attachments:
Resolution 2026-10
Contract for Purchase and Sale of 350 Celestial Way

RESOLUTION NO. 2026-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 350 CELESTIAL WAY, JUNO BEACH, FLORIDA AND FURTHER DESCRIBED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes, including but not limited to the purchase of real property, except as otherwise provided by law; and

WHEREAS, a certain parcel of real property located at 350 Celestial Way, Juno Beach, Florida 33408 and identified by Palm Beach County Parcel Control Number 28-43-41-28-07-000-0010, and as further described in Exhibit "A" attached hereto and incorporated herein (the "Property") has been identified as a valuable asset for the potential relocation and expansion of the Town's Building Department or other purposes as may be determined by the Town Council of Juno Beach, Florida; and

WHEREAS, on June 4, 2026, all parties executed the attached contract for purchase and sale of the Property for the purchase price of two million five hundred thousand dollars ($2,500,000.00), attached hereto and incorporated herein as Exhibit "B" (the "Purchase Agreement"), which is explicitly contingent upon approval by the Town Council; and

WHEREAS, the Town Council hereby approves the purchase of the Property in accordance with the Purchase Agreement and authorizes the Town Manager or her designee to execute any and all documents necessary to effectuate the purchase of the Property, subject to approval as to form and legal sufficiency by the Town Attorney; and

WHEREAS, the Town Council determines that the adoption of this Resolution in the best interests of the residents and property owners of the Town of Juno Beach.

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

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

Section 2. The Town Council hereby approves the purchase of the Property in accordance with the Purchase Agreement and authorizes the Town Manager or her designee to execute any and all documents necessary to effectuate the purchase of the Property, subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. The Town Council hereby authorizes the Town Manager to take any action which is necessary to implement this Resolution.

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

RESOLVED AND ADOPTED this _____ day of _____, 2026.

_____
Dave Santilli, Mayor

ATTEST:

_____
Caitlin Copeland-Rodriguez, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
TG Law PLLC, Town Attorney

EXHIBIT “A” – LEGAL DESCRIPTION

Lot 1, JUNO BEACH SHOPPING CENTER, according to the Plat thereof, as recorded in Plat Book 24, at Page 83, of the Public Records of Palm Beach County, Florida

1 **EXHIBIT "B" –PURCHASE AGREEMENT**

FloridaRealtors®

Commercial Contract

1. **PARTIES AND PROPERTY:** Town of Juno Beach, Florida ("Buyer") agrees to buy and Mercury Beach LLC ("Seller") agrees to sell the property at:

Street Address: 350 Celestial Way, Juno Beach, Florida 33408

Legal Description: Lot 1, JUNO BEACH SHOPPING CENTER, according to the Plat thereof, as recorded in Plat Book 24, at Page 83, of the Public Records of Palm Beach County, Florida.

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,500,000.00

(a) Deposit held in escrow by: Winderweedle Haines Ward Woodman PA ("Escrow Agent") (checks are subject to actual and final collection) $ 10.00

Escrow Agent's address: 329 N Park Ave #2, Winter Park, FL 32789 Phone: (407) 423-4246

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ 0.00

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ 0.00

(d) Total financing (see Paragraph 5) _____ $ 0.00

(e) Other _____ $ 0.00

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 2,499,990.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before June 8, 2026, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or June 8, 2026. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

©2025 Florida Realtors®

(a) Closing Date: This transaction will be closed on July 24, 2026 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~**5. THIRD PARTY FINANCING:**~~

~~**BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows: _____.~~

~~**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date); (ii) satisfy terms and conditions of the Loan Approval; and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (2 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 30 days after Effective Date or at least 10 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

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insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☐ **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

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(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 10 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

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document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

~~**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:~~

~~(a) **Seller's Broker:** _____ (Company Name) _____ (Licensee),~~

~~_____ (Address, Telephone, Fax, E-mail)~~

~~who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____~~

~~(b) **Buyer's Broker:** _____,~~

Buyer (JH) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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(Company Name) (Licensee)

_____,

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from: (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 16, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration
☐ (B) Section 1031 Exchange
☐ (C) Property Inspection and Repair
☐ (D) Seller Representations
☐ (E) Seller Warranty
☐ (F) Coastal Construction Control Line
☐ (G) Flood Area Hazard Zone
☐ (H) Seller Financing
☐ (I) Existing Mortgage
☐ (J) Buyer's Attorney Approval
☐ (K) Seller's Attorney Approval
☐ Other _____

23. ADDITIONAL TERMS:

Notwithstanding any provision to the contrary contained herein, this contract is explicitly contingent upon approval by the Town Council of the Town of Juno Beach, Florida at the June 24, 2026, Town Council Meeting. If not approved, this contract shall be null and void and all deposist shall be returned by Escrow Agent within 5 business days.

Buyer agrees to honor the existing residential lease at the Property through February 1, 2027.

Buyer agrees to allow all existing commercial tenants to continue to occupy the property according to their existing leases for at least 90 days following the Closing Date.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Kathleen Gunn — Date: 6/4/26
(Signature of Buyer

Kathleen Gunn — Tax ID No.:
(Typed or Printed Name of Buyer)

Title: Town Manager — Telephone: 561-656-0322

Kathleen Gunn — Date: 6/4/26
(Signature of Buyer

KathleenGunn — Tax ID No.:
(Typed or Printed Name of Buyer)

Title: Interim Town Manager — Telephone:

Buyer's Address for purpose of notice: 340 Ocean Drive, Juno Beach, FL 33408

Facsimile: — Email:

(Signature of Seller) — Date:

Gregory L Denes ~~Pres~~ — Tax ID No.:
(Typed or Printed Name of Seller)

Title: Manager Member — Telephone: 561-762-0602

(Signature of Seller) — Date: 6/3/26

(Typed or Printed Name of Seller) — Tax ID No.:

Title: — Telephone:

Seller's Address for purpose of notice: 300 Mercury Road, Juno Beach, FL 33408

Facsimile: — Email:

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Buyer (KG) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Valbridge PROPERTY ADVISORS

Restricted Appraisal Report

Juno Beach Shopping Center
350 Celestial Way
Juno Beach, Palm Beach County, Florida 33408

Report Date: June 19, 2026



FOR:

Town of Juno Beach

Ms. Kathleen Dunn
Interim Town Manager
340 Ocean Drive
Juno Beach, FL 33408

Valbridge Property Advisors | Palm Beach | Treasure Coast

3780 Burns Road, Suite 4
Palm Beach Gardens, FL 33410
561-833-5331 phone
561-833-8231 fax
valbridge.com

Valbridge File Number:
FL05-26-073-000

PROPERTY IDENTIFICATION

Report Date	June 19, 2026	**Street Address**	350 Celestial Way Juno Beach, Florida 33408
Property Name	Juno Beach Shopping Center	**Owner Name**	MERCURY BEACH LLC
Property Type	Retail	**Client**	Town of Juno Beach
Property Subtype	Mixed Use Office+Residential	**Client Contact**	Ms. Kathleen Dunn

VALUE SUMMARY

Value Conclusion

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	June 9, 2026
Value Conclusion	**$2,500,000**
	$629.41 PSF

PREMISE OF THE APPRAISAL

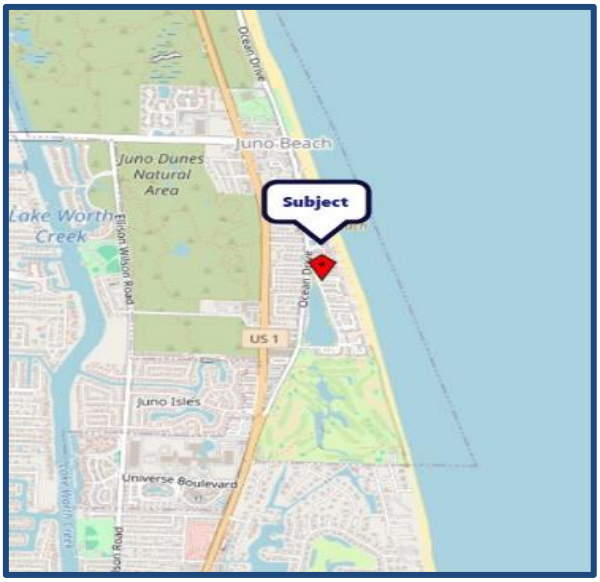
Report Option and Use Disclosure	This report was prepared in accordance with Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Use of the report is limited to the client only. It is assumed that the client understands the restricted utility of the Restricted Appraisal Report. The opinions and conclusions set forth in this report may not be understood properly without additional information held in the work file. However, to meet the requirements for an evaluation according to the Interagency Appraisal and Evaluation Guidelines, this report has been supplemented with additional information about the subject property and its market, as well as the data, reasoning, and analyses that were used in the analysis.
Intended User	Town of Juno Beach
Intended Use	Internal Use and Decision-Making Purposes
Extraordinary Assumptions	• None
Hypothetical Conditions:	• None
Consideration of Pending Transaction	The subject property is under contract. The final opinion of market value is consistent with the pending price due to the current market conditions.

SCOPE OF WORK & INTENDED USE

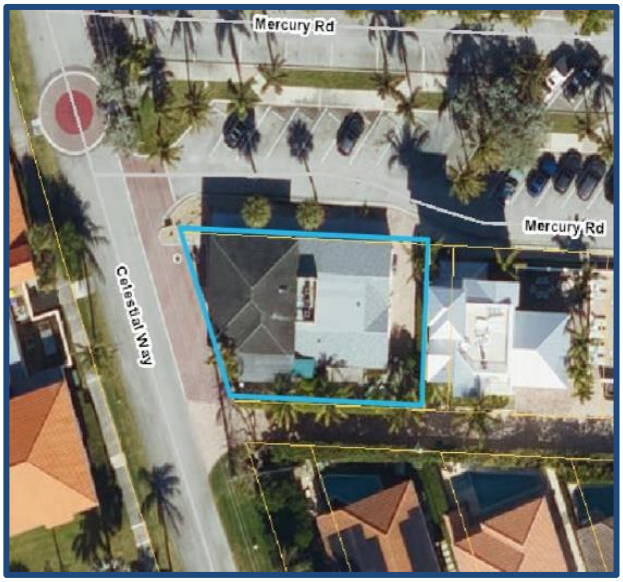
Scope of Work	This analysis was prepared for Town of Juno Beach and is presented in a Restricted Appraisal Format as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(b). Market data research including market area, property-specific, and listing/transaction data was completed, and the data was analyzed. Appraisers develop an opinion of property value with three distinct methods of data analysis: The Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. All approaches to value were considered. The applicability of each approach was assessed within the context of the characteristics of the subject property. Based on this assessment the Sales Comparison and Income Capitalization Approaches were developed. The scope of research and analysis is adequate to produce a credible value conclusion. The appraiser(s) maintains a specific, coherent work file in support of this Restricted Appraisal Report. The contents of the work file include sufficient information to indicate that the appraiser(s) complied with the requirements of STANDARD 1 and for the appraiser(s) to produce an Appraisal Report.
Inspection of the Subject	An appraisal inspection of the subject property was completed on 06-09-2026.
Intended User and Intended Use	The client in this assignment is Town of Juno Beach and the intended of this report Town of Juno Beach. This report is to be for used for internal use by the client only and is confidential between Valbridge Property Advisors and the client. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report: I. The borrower(s) on any loans or financing relating to or secured by the subject property, II. Any guarantor(s) of such loans or financing; or III. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors. Use of the report is limited to the client and any named intended user(s). This report may not contain supporting rationale for all of the opinions and conclusions set forth in the report. The findings and conclusions are further contingent upon the previously defined extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results.
Market Value Definition	The Market Value definition utilized is from the following source: *FIRREA Code of Federal Regulations, Title 12, Part 34 Subpart C - 34.42, 1990; also Interagency Appraisal and Evaluation Guidelines, Federal Register / Vol.75, No. 237, 2010* and is located in the Addenda.

SUBJECT DATA

Aerial View and Location Map



Location Map



Aerial View

Site Overview

Property Name	Juno Beach Shopping Center
Street Address	350 Celestial Way
Gross Land Area (GLA)	0.13 Ac. / 5,663 SF
Zoning Designation	RM-2 - Multi-family Moderate
Zoning Conformance	The subject is a legal, non-conforming use due to the office space on the ground floor.
Site Remarks	The subject site is suitable for a variety of uses allowed by zoning. The subject's proximity to the Atlantic Ocean makes the subject site highly desirable.

Improvement Details

No. of Buildings	1
No. of Stories	2
Net Rentable Area	3,972 SF
Year Built	1970
Construction Type	C - Masonry and S - Steel Frame
Building Condition	Average
Tenancy	Multi-Tenant
Occupancy Type	Tenant
Current Use	Mixed-use (Office and Multifamily)
Improvement Remarks	The subject improvements were considered to be in average condition as of the effective date of value. The ground floor was built out as office/retail space with an attorney's offices, massage clinic, and yoga studio and store. Each commercial unit has at least one bathroom. The upstairs consists of a 2-bedroom/2-bathroom apartment. Overall, the interior finishes were considered good for their current use.

Ownership and Sales History

Ownership Changed Within Last 3 Years?	No	**Prior Sale Date**	3/24/2009
Source of Information	Public Records	**Prior Sales Price**	$275,000
Prior Owner	Paul Kelly	**Deed Book/Page:**	23162/01199
Prior Sale Remarks	This was a transaction from related parties and not considered arm's length.		

Tax and Assessment Details

Parcel ID Number(s)	28-43-41-28-07-000-0010	**Tax Appraisal**	$772,177
Assessment Year	2025	**Annual Taxes**	$15,142

Flood Zone Data

Flood Map Panel	12099C0381G	**Flood Zone**	Zone AE: Areas subject to inundation by the 1 percent annual chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.
Flood Map Eff. Date	12/20/2024		

Highest and Best Use

As Vacant	Multifamily	**As Improved**	Office and Multifamily

Likely Buyer and Exposure time

Most Probable Buyer	an investor	**Exposure Time**	6 to 12 Months

MARKET TRENDS AND ANALYSIS

The subject is located in the section of Juno Beach. The area is suburban in nature. The property is within the Northeast Palm Beach County submarket. The characteristics of the area and submarket are summarized as follows:

- This area is in the stable stage of the market life cycle;
- Population is projected to be increasing;
- Most households are within the middle to upper income brackets;
- Most commercial and industrial properties would compete in the Class B or 2nd Tier investment class;
- There is an undersupply of properties similar to the subject property;
- Land Values - Increasing;
- Transaction Volume - Stable to Increasing;
- Rental Rates - Stable to Increasing;
- Vacancy Rates - Stable.

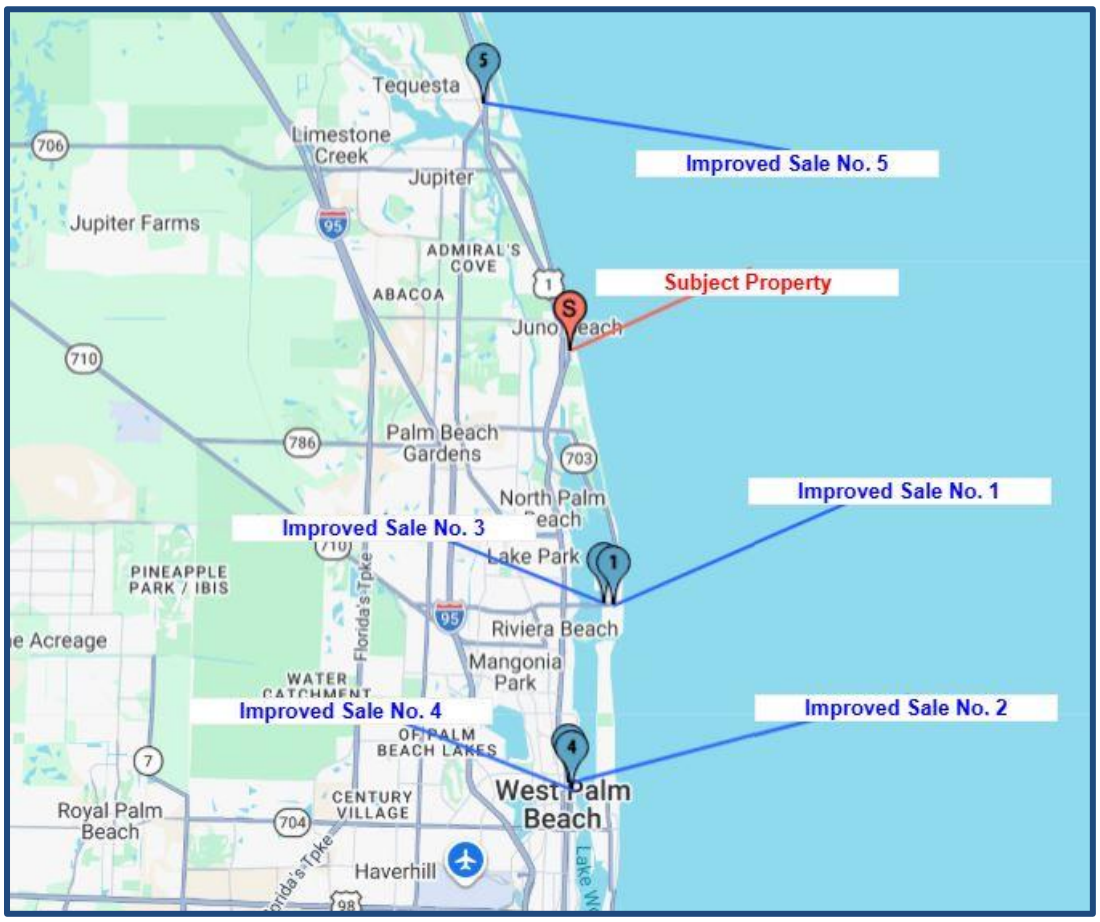
SALES COMPARISON APPROACH

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5
Sale ID		1848772	1842635	1848770	1839949	1842637
Date of Value & Sale	June-26	March-26	March-26	September-25	September-25	April-25
Property Name	Juno Beach Shopping Center	Singer Island Mixed Use	Benitz Building	The Office at Singer Island	700 N Olive Avenue	110 Bridge Road
Net Rentable Area	3,972 sf	1,850	2,636	1,920	9,446	2,400
Land Area (acres)	0.1300	0.0400	0.2400	0.2200	0.3000	0.3800
Unadjusted Sales Price		$1,200,000	$2,800,000	$1,001,200	$5,950,000	$1,650,000
Unadjusted Sales Price PSF of NRA		**$648.65**	**$1,062.22**	**$521.46**	**$629.90**	**$687.50**
Transactional Adjustments						
Property Rights Conveyed	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjusted Sales Price		$648.65	$1,062.22	$521.46	$629.90	$687.50
Financing Terms	*Cash to Seller*	*Typical*	*Cash to Seller*	*Typical*	*Cash to Seller*	*Cash to Seller*
Adjusted Sales Price		$648.65	$1,062.22	$521.46	$629.90	$687.50
Conditions of Sale	*Typical*	*Arm's Length*	*Arm's Length*	*Arm's Length*	*Arm's Length*	*Arm's Length*
Adjusted Sales Price		$648.65	$1,062.22	$521.46	$629.90	$687.50
Expenditures after Sale						
Adjustment		-	-	-	-	-
Adjusted Sales Price		**$648.65**	**$1,062.22**	**$521.46**	**$629.90**	**$687.50**
Market Conditions Adjustments						
Elapsed Time from Date of Value		*0.22 years*	*0.24 years*	*0.73 years*	*0.75 years*	*1.13 years*
Market Trend Through	June-26	0.7%	0.7%	2.2%	2.2%	3.4%
Analyzed Sales Price		**$652.97**	**$1,069.99**	**$532.86**	**$643.98**	**$710.84**
Property Adjustments						
Location	*350 Celestial Way Juno Beach, Florida*	*2527 Beach Court Singer Island, Florida*	*315 9th Street West Palm Beach, Florida*	*2626 Lake Drive Singer Island, Florida*	*700 N Olive Avenue West Palm Beach, Florida*	*110 Bridge Road Tequesta, Florida*
Adjustment		5.0%	-10.0%	5.0%	-15.0%	-
Size	3,972 sf	1,850 sf	2,636 sf	1,920 sf	9,446 sf	2,400 sf
Adjustment		-5.0%	-	-5.0%	5.0%	-
Age/Condition Year Built	*1970*	*1962*	*1944*	*1950*	*1964*	*1982*
Condition	*Good*	*Average*	*Good*	*Average*	*Average*	*Average*
Effective Age	*30 years*	*30 years*	*25 years*	*30 years*	*40 years*	*20 years*
Economic Life	*55 Years*	*55 Years*	*60 Years*	*55 Years*	*60 Years*	*55 Years*
Adjustment		-	-9.6%	-	7.2%	-10.4%
Land-to-Building Ratio	*1.43-to-1*	*0.94-to-1*	*3.97-to-1*	*4.91-to-1*	*1.38-to-1*	*6.90-to-1*
Adjustment		2.0%	-9.0%	-16.0%	-	-14.0%
Parking Ratio	*2.01 per 1,000*	*1.08 per 1,000*	*3.03 per 1,000*	*2.08 per 1,000*	*1.27 per 1,000*	*7.92 per 1,000*
Adjustment		5.0%	-5.0%	-	5.0%	-5.0%
Net Physical Adjustment		7.0%	-33.6%	-16.0%	2.2%	-29.4%
Gross Physical Adjustment		17.0%	33.6%	26.0%	32.2%	29.4%
Adjusted Sales Price PSF of NRA		**$698.67**	**$710.47**	**$447.60**	**$658.15**	**$501.85**

Improved Sales Statistics

Metric	Unadjusted	Analyzed	Adjusted
Minimum Sale Price per Sq. Ft.	$521.46	$532.86	$447.60
Maximum Sale Price per Sq. Ft.	$1,062.22	$1,069.99	$710.47
Median Sale Price per Sq. Ft.	$648.65	$652.97	$658.15
Mean Sale Price per Sq. Ft.	$709.94	$722.13	$603.35

IMPROVED SALE COMPARABLES MAP



Improved Comparable Sales Remarks

Sale 1	This was the sale of a mixed-use building that consisted of a retail space on the bottom floor and an apartment on the 2nd floor. The overall comparison rating of comparable 1 is inferior.
Sale 2	The property was vacant at the time of sale and purchased by an owner/user. The building was renovated in 2014 with significant improvements to offices and waiting area. The building has a roll up garage door with access from the north side of the building, impact windows, custom office finishes, and secured, dedicated parking and gate access. The overall comparison rating of comparable 2 is superior.
Sale 3	This was the sale of an office building to an owner/user. The overall comparison rating of comparable 3 is superior.
Sale 4	The property is a two-story professional office building with vaulted ceilings and attached garage. The space was built-out for a law firm with modern interior. The property has a gated garage with a private elevator to the second floor office space. The buyer will occupy the second floor and they plan to lease the first floor to other tenants. The overall comparison rating of comparable 4 is similar.
Sale 5	In terms of motivation, both the buyer and the seller are expanding into new spaces. The buyer is a local doctor. The overall comparison rating of comparable 5 is superior.

Improved Value Conclusion

Improved Sales Comparison Approach Value Indication

Reasonable Adjusted Comparable Range				
3,972 sf	x	$630.00	=	$2,502,360
3,972 sf	x	$650.00	=	$2,581,800
As Is Fee Simple Market Value Indication				
3,972 sf	x	**$640.00**	=	**$2,550,000**

Improved Valuation Remarks

We consider the subject a somewhat unique property with limited, directly comparable sales. Sales 1 and 3 were located on Singer Island which is considered a relatively similar location, however the subject's location within Juno Beach would be considered slightly superior. Sales 2 and 4 were located in the northern portion of downtown West Palm Beach. These locations were considered superior however Sale 2 was similar in size and use and was given consideration. Overall, we have given consideration to each of the comparable sales and reconciled at a value of approximately $640.00 per square foot or $2,550,000.

INCOME CAPITALIZATION APPROACH

Subject Rent Roll and Analysis

The subject property is currently 100% occupied, however all tenants are reportedly on month-to-month leases. Alls of the rents are on a modified gross basis where the tenants do not reimburse for taxes, insurance or common area maintenance. The predominant lease structure in the market is NNN where the taxes, insurance, and common area maintenance (CAM) charges are passed-through or reimbursed by the individual tenants. Considering the subject leases are month-to-month, we have estimated market rents for the subject spaces. The apartment on the 2nd floor had an estimated market rent of $4,500 per month. This is relatively conservative for the subject's submarket, however the subject building does not have any amenities and does not have an ocean view. In the following section we have estimated the rent for the first-floor commercial space. We have taken into consideration the subject's location, amenities, interior quality, and parking.

Subject Rent Roll

Tenant	Space Size	Monthly Rent	Rent/SF
Gregory Denes, P.A.	1,040	$2,065	$23.83
Supermoon	500	$900	$21.60
Celestial Wellnes	1,184	$2,850	$28.89
Upstairs Apartment	1,248	$3,950	$3.17
Total	3,972	$9,765	
Average	993	$2,441	$29.50

*All Commercial are displayed as PSF/Yr and Residential is PSF/Month

Comparable Rent Analysis

Lease Activity Summary Statistics

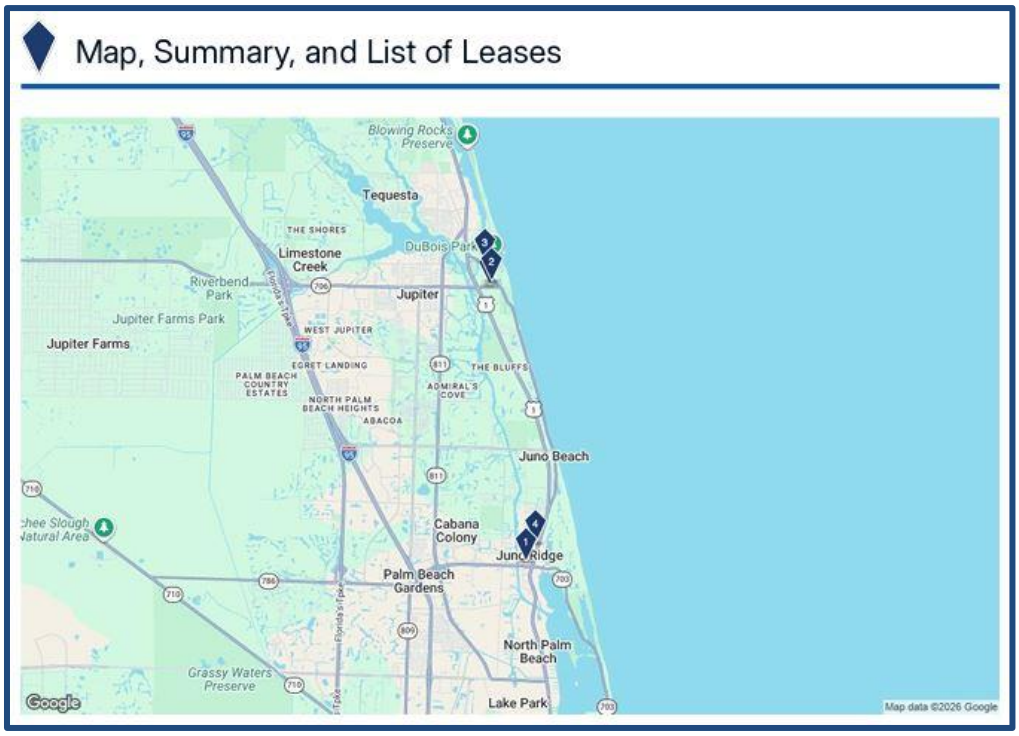
Rent Attributes	Deals	Low	Average	Median	High
Asking Rent per SF	5	$19.00	$29.00	$30.00	$40.00
Starting Rent per SF	3	$19.00	$27.34	$30.91	$32.11
Effective Rent per SF	-	-	-	-	-
Asking Rent Discount	3	-3.6%	-2.2%	-3.0%	0.0%
Improvement Allowance per SF	-	-	-	-	-
Months Free Rent	-	-	-	-	-

Lease Attributes	Deals	Low	Average	Median	High
Months on Market	5	1	8	8	20
Lease Size	5	660 SF	1,089 SF	1,150 SF	1,554 SF
Term	2	3.0	3.5	3.5	4.1
Floor	5	1	2	1	4

Lease Activity List

	Property Name/Address	Rating	Floor	Space Use	Sign Date	Deal Type	SF Leased	Rent
1	1983 Pga Blvd	★★★☆☆	1	Office	March 2026	Direct	1,225	$32.11/SF NNN Starting
2	Reynolds Plaza 1061 E Indiantown Rd	★★★☆☆	4	Office	December 2025	Direct	1,554	$30.91/SF NNN Starting
3	Bldg E 725 N A1A	★★★☆☆	1	Office	October 2024	Direct	660	$40.00/SF NNN Asking
4	Palm Court Plaza 11911 US Highway 1	★★☆☆☆	1	Office	September 2024	Direct	1,150	$25.00/SF NNN Asking
5	900 East 900 E Indiantown Rd	★★★☆☆	3	Office	March 2026	Direct	856	$19.00/SF NNN Starting

IMPROVED RENT COMPARABLES MAP



Rent Comparables Remarks

Rental 1	The overall comparison rating of comparable 1 is similar.
Rental 2	The overall comparison rating of comparable 2 is similar.
Rental 3	The overall comparison rating of comparable 3 is similar.
Rental 4	The overall comparison rating of comparable 4 is inferior.
Rental 5	The overall comparison rating of comparable 5 is inferior.

Subject Expense History

Subject Operating Expense History

Category		2024	2025	YTD 2026
Insurance				
	Flood	$2,429	$2,728	$3,279
	Property & Liability	$6,568	$5,502	$3,140
	Total Insurance	$8,997	$8,230	$6,419
Property Taxes		$13,656	$14,537	$7,486
Management		$24,000	$24,000	$12,000
Repairs & Maintenance		$8,208	$14,385	$2,590
Building Services		$3,378	$2,773	$1,275
Utilities				
	Gas & Electric	$2,021	$1,526	$606
	Sewer	$1,182	$507	$221
	Trash	$960	$980	$500
	Water	$575	$487	$299
	Total Utilities	$4,737	$3,500	$1,626
Total Operating Expenses Per Year		$62,976	$67,424	$31,397
Per Month		$5,248	$5,619	$5,233

Market Rents | Pro Forma | Value Calculation

Stabilized Net Operating Income Schedule

Category	NRA		Per Sq. Ft.		Total	% of EGI
Potential Rental Income						
Office	2,724 sf	x	$30.00	=	$81,720	42.2%
Apartment	1,248 sf	x	$43.27	=	$54,001	27.9%
Total Potential Rental Income	**3,972 sf**	**x**	**$34.17**	**=**	**$135,721**	**70.1%**
Potential Gross Non-Rental Income						
Expense Reimbursements			$17.15		$68,122	35.2%
Other Income			$0.00		$0	0.0%
Plus: Total Potential Gross Non-Rental Income			**$17.15**		**$68,122**	**35.2%**
Potential Gross Income (PGI)			**$51.32**		**$203,843**	**105.3%**
Less: Vacancy & Collection Loss @	5.0%		$2.57		$10,192	5.3%
Effective Gross Income (EGI)			**$48.75**		**$193,651**	**100.0%**
Reimbursable Expenses						
Real Estate Taxes			$9.05		$35,939	18.6%
Property Insurance			$2.14		$8,500	4.4%
Management Fees			$2.44		$9,683	5.0%
Utilities			$1.01		$4,000	2.1%
Common Area Maintenance			$2.52		$10,000	5.2%
Total Reimbursable Expenses			**$17.15**		**$68,122**	**35.2%**
Non-Reimbursable Expenses						
Repairs & Maintenance			$1.01		$4,000	2.1%
Landlord Costs			$1.00		$3,972	2.1%
Total Non-Reimbursable Expenses			**$2.01**		**$7,972**	**4.1%**
Less: Total Operating Expenses			**$19.16**		**$76,094**	**39.3%**
Stabilized Net Operating Income (NOI)			**$29.60**		**$117,557**	**60.7%**

Investor Surveys - Overall Capitalization Rates

Survey	Date	Rate Range			Average
PwC - National Suburban Office Market	1Q26	5.00%	to	10.00%	8.13%
RERC - National Office Market - Suburban	1Q26	7.00%	to	9.00%	7.50%
	Average	**6.00%**	**to**	**9.50%**	**7.82%**

Market Overall Capitalization Rate (OAR) Comparables

Comp. No.	Date of Sale	Property Name	Location		Year Built	Occupancy at Sale	Actual OAR
1	December-24	Seacoast Banking Center	3001 PGA Boulevard	North Palm Beach, Florida	2006	95.0%	6.75%
2	December-25	Boca Business Center	10055 Yamato Road	Boca Raton, Florida	1984	100.0%	6.70%
3	May-24	1280 W Indiantown Road	1280 W Indiantown Road	Jupiter, Florida	2001	100.0%	6.25%
						Mean	6.57%

Direct Capitalization Technique Value Indication		
Stabilized Net Operating Income (NOI)		$117,557
Divided by Overall Capitalization Rate	÷	4.75%
As Is Fee Simple Market Value Indication		**$2,450,000**

Income Valuation Remarks

The subject's location within walking close distance to the Atlantic Ocean makes the underlying land very valuable and increases the potential for redevelopment at some point in the future. None of the cap rate comparables have this type of redevelopment potential and therefore, we have estimated a lower cap rate that the comparables suggest. We have not given much consideration to the investor surveys as they do not take into account local market conditions or location. It is our option the income approach was well supported and provides a good indication of the subject's market value.

RECONCILIATION

Based on the analysis and data presented and/or held in the work file, the value indications are presented below. The most likely buyer of the property is an investor. Given the data considered and other factors, we have given equal consideration to both approaches.

Value Indications

Approach to Value	As Is
Cost	Not Developed
Sales Comparison	$2,550,000
Income Capitalization	
Direct Capitalization	$2,450,000

Value Conclusion

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	June 9, 2026
Value Conclusion	**$2,500,000**
	$629.41 PSF

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This restricted appraisal report is subject to the following general assumptions and limiting conditions:

1. The legal description is assumed to be correct, but the appraiser makes no representations or guarantees as to its accuracy.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Palm Beach | Treasure Coast will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the Client hire an expert if the presence of hazardous materials or contamination is of concern to the Client. Client means the Client as defined in the appraisal report.

4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.

6. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner, employee, agent, or independent contractor of Valbridge Property Advisors | Palm Beach | Treasure Coast is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, Client shall compensate Appraiser for the time spent by the partner, employee, agent, or independent contractor in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses, regardless of whether the Client is the party seeking the appearance of testimony.

7. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

8. The dates of value to which the opinions expressed in this report apply are set forth in this report. The appraiser assumes no responsibility for economic or physical factors occurring at any other date(s), which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining and makes no representations regarding whether the date(s) of value requested by Client is appropriate for Client's intended use.

9. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.

10. The information, estimates, and opinions, which were obtained from outside sources are considered reliable. However, the appraiser makes no representations regarding such sources, and no liability for them can be assumed by the appraiser.

11. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the appraiser's prior express written consent and approval.

12. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. The appraiser claims no expertise and makes no representations in areas such as, but not limited to, legal, survey, structural, environmental, quality of construction, pest control, mechanical, etc. It is recommended that the Client hire an expert, such as a home inspector, if these areas are of concern to the Client.

13. This appraisal was prepared for the sole and exclusive use of the Client for the function outlined herein. Any party who is not the Client or intended user, as identified in the appraisal, is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast and Client. The Client shall not include partners, members, stockholders, shareholders, affiliates, or relatives of the Client. The appraiser makes no representations and assumes no obligation, liability or accountability to any third party.

14. Distribution of this report is at the sole discretion of the Client, as identified in the appraisal, but the appraiser makes no representations to third parties not listed as an intended user on the face of the appraisal and such third parties may not rely upon the contents of the appraisal, including but not limited to the estimate of value. In no event shall the Client give a third-party a partial copy of the appraisal report. The appraiser will make no distribution of the report without the specific direction of the Client.

15. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Palm Beach | Treasure Coast.

16. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

17. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, the appraiser has not completed, nor has the appraiser contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no representations or guarantees, express or implied, regarding this determination.

18. The flood maps are not site specific. The appraiser is not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the Client obtain confirmation of the subject property's flood zone classification from a licensed surveyor.

19. If the appraisal is for mortgage loan purposes 1) the appraiser assumes satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

20. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No representations are made, and no responsibility is assumed for such conditions or for engineering which may be required to discover them.

21. The appraiser's inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. To the extent dictated by the scope of assignment, the appraiser inspected the buildings involved and reported open and obvious damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no representation or guarantee of the amount or degree of damage (if any) is implied. The condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the Client have concerns in these areas, it is the Client's responsibility to order the appropriate inspections. The appraiser is not a home inspector or pest control expert and does not have the skill or expertise to make such inspections, makes no representations regarding these items, and assumes no responsibility for these items.

22. This appraisal does not guarantee compliance with the building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

23. When possible, the appraiser relied upon building measurements provided by the Client, owner, or associated agents of these parties. In the absence of reliable public records or "as-built" plans provided, to the appraiser relied upon his/her own measurements of the subject improvements. The appraiser follows typical appraisal industry methods; however, the appraiser recognizes that some factors may limit the ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment and the appraiser makes no representations concerning this information.

24. The appraiser has attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by the appraiser to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, the appraiser cannot guarantee and makes no representations regarding their accuracy. Should the Client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the Client, the appraiser will submit a revised report for an additional fee.

25. In the absence of being provided with a detailed land survey, the appraiser used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the Client, the appraiser will submit a revised report for an additional fee.

26. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences, upon request of the Client, the appraiser will submit a revised report for an additional fee.

27. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed, and no representations are made regarding any such conditions, or for any expertise or engineering knowledge required for discovery. The Client is urged to retain an expert in this field, if desired.

28. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of ADA in developing an opinion of value. It is recommended that the Client hire an expert, such as an attorney or other qualified expert, if ADA compliance is an area of concern to the Client.

29. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

30. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

31. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. As such, the appraiser makes no representations regarding such income or expense estimates and the intended user(s) of the appraisal may not rely on such estimates.

32. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, the appraiser strongly recommends that the Client obtain estimates from professionals experienced in establishing insurance coverage. The appraiser makes no representations regarding such insurable value, and any analysis should not be relied upon to determine insurance coverage and the appraiser makes no representations regarding the accuracy of this estimate.

33. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. Subject to the Uniform Standards of Professional Appraisal Practice, the appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the Client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

34. The Client and Valbridge Property Advisors | Palm Beach | Treasure Coast both agree that any claim must be made within two years from the date of delivery of our work product. The Client and Valbridge Property Advisors | Palm Beach | Treasure Coast both agree that any dispute over matters in excess of $5,000 shall be submitted for resolution by mandatory arbitration pursuant to the rules of the American Arbitration Association. This includes fee disputes and any claim of malpractice. The parties agree to a sole arbitrator, who shall be mutually selected. The arbitration shall be held in Palm Beach County, Florida, unless otherwise expressly agreed to between the parties. Such arbitration shall be binding and final. In agreeing to arbitration, both parties acknowledge that, by agreeing to binding arbitration, each is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the Client, or any other party, makes a claim against Valbridge Property Advisors | Palm Beach | Treasure Coast or any of its employees, agents, representatives, or independent contractors in connection with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Palm Beach | Treasure Coast for this assignment, and under no circumstances shall any claim for consequential, incidental, or punitive damages be made.

35. Valbridge Property Advisors | Palm Beach | Treasure Coast shall have no obligation, liability, or accountability to any third party. Any party who is not the "Client" or intended user identified on the face of the appraisal is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast. "Client" shall not include partners, members, stockholders, shareholders, affiliates, or relatives of the party identified as the Client in the appraisal. Client shall indemnify, defend (including the reimbursement of reasonable attorneys' fees), and hold Valbridge Property Advisors | Palm Beach | Treasure Coast and its employees, agents, representatives, and/or independent contractors harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment, including claims that arise solely out of the negligence of the appraiser or Valbridge Property Advisors | Palm Beach | Treasure Coast. The Client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, Client shall indemnify, defend (including the reimbursement of reasonable attorneys' fees) and hold Valbridge Property Advisors | Palm Beach | Treasure Coast and its employees, agents, representatives, and independent contractors harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Palm Beach | Treasure Coast in such action, regardless of its outcome.

36. The appraiser responsible for the preparation for the appraisal report is an employee and/or independent contractor of FL Appraisal Group, LLC. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services and has taken no part in the preparation of this report.

37. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

38. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Certification – Daniel Griffin

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned performed services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Daniel Griffin has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.



Daniel Griffin, MAI
Senior Managing Director
State-Certified General Real Estate Appraiser #RZ3393
Expiration Date: 11/30/26

ADDENDA

Definition of Market Value

The appraisal problem is to develop an opinion of the market value of the subject property. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are typically motivated;*
- *both parties are well informed or well advised, and acting in what they consider their own best interest;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale*[1]

[1] *FIRREA Code of Federal Regulations, Title 12, Part 34 Subpart C - 34.42, 1990; also Interagency Appraisal and Evaluation Guidelines, Federal Register / Vol.75, No. 237, 2010*

Additional Subject Photos



Subject property exterior



Subject property exterior



Subject property exterior



Subject property exterior



Subject property exterior



Subject property exterior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



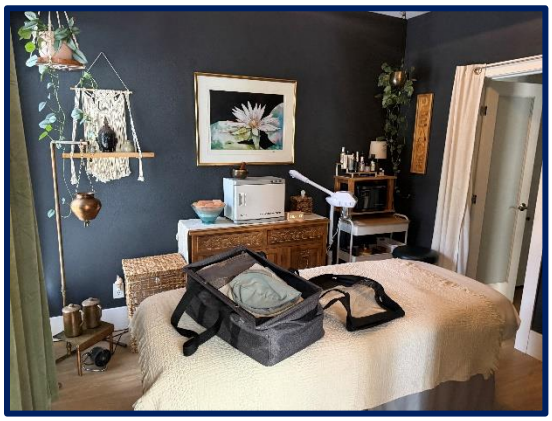
Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject property exterior



Subject property interior



Subject property interior



Subject property interior



Subject property interior



Subject apartment exterior



Subject apartment interior



Subject apartment interior



Subject apartment interior



Subject apartment interior



Subject apartment interior



Subject apartment interior

Engagement Letter

Valbridge PROPERTY ADVISORS
Palm Beach | Treasure Coast

3780 Burns Road, Suite 4
Palm Beach Gardens, FL 33410
561-833-5331 phone
valbridge.com

May 6, 2026

Town of Juno Beach
C/O Kathleen Gunn, Interim Town Manager
340 Ocean Drive
Juno Beach, FL 33408
Kgunn@Juno-beach.fl.us

RE: Appraisal Report
350 Celestial Way, Juno Beach, FL 33408

Dear Ms. Gunn:

The following is the requested proposal for our firm to perform Appraisal Services for the above referenced properties. If this document is executed, it will also serve as an engagement contract for the proposed scope of work.

These services will be performed in accordance with the following provisions:

Client	Town of Juno Beach, C/O Kathleen Gunn, Interim Town Manager
Intended Use	Internal use and decision-making purposes
Intended User(s)	Town of Juno Beach
Scope of Assignment	The scope of our engagement will include the applicable research and analysis required to estimate the current market value of the subject property at its highest and best use.
Assignment Conditions	Specific assignment conditions to be assumed by the appraiser per the client's request: None
Presentation of Findings	Restricted Use Appraisal Report Electronic copy in PDF format. Hard copies upon request.

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Town of Juno Beach
350 Celestial Way, Juno Beach, FL 33408

Professional Fee	The professional fee for this assignment will not exceed $3,000 for the referenced scope of work.
Retainer	Half of the fee is due at the time of engagement, and half is due at the time of delivery ACH is preferred and instructions will be included in your invoice.
Responsibility for Fees	If the balance of the payment is not made upon completion of the identified assignment, we will have the right to seek immediate enforcement of this agreement including the recovery of all costs and attorney fees associated with taking any legal action. Disputes arising out of this agreement will be governed by the laws of the state of Florida without regard to or application of choice of law rules or principles. The exclusive venue of any action or proceeding to enforce this agreement is Palm Beach County, Florida.
Additional Services	If additional work is required for additional research or analysis, hourly rates will be based at $350 per hour for Senior Managing Directors (SMD), $175 per hour for Senior Appraisers (SA), and at $100 per hour for associate appraisers (AA). If court appearances, travel or meetings, are required, then additional time for pretrial preparation, preparation for depositions, depositions, trial consultation, court testimony or arbitration, will be charged at the same hourly rates noted above. If hourly billing is anticipated, a retainer equal to the proposed next billing cycle will be required. The initial retainer will be based on the estimated billing time. At the end of the assignment, unused portions of the retainer will be reimbursed.
Delivery	Work product will be delivered within 10 business days by: June 12, 2026 (final electronic report) Above dates assume execution of this engagement contract and receipt of the deposit, if required, within 3 business days of the preparation date of this agreement and receipt of requested subject property documentation within 7 days of the preparation date of this agreement. Requested items for each property are as follows:
Requested Items	• Current Rent Roll and most recent lease rates • 3-year operating history showing detailed operating expenses • Survey and Site Plan (If Available) • Details on any major capital improvements over trailing 5-years • Contact for Property Inspection
Professional Standards Governing Assignment	The analyses, opinions, and conclusions will be developed and presented in conformance with (and the use of this report is subject to) the requirements of: (1) the Uniform Standards of Professional Appraisal Practice, and (2) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
Assignment Not Contingent	Our compensation will not be contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, the findings or any resulting report. Furthermore, the assignment will not be based on any requested value.

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Town of Juno Beach
350 Celestial Way, Juno Beach, FL 33408

Standard Terms and Conditions and Assumptions/Limiting Conditions

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. Each appraisal will also be subject to the General Assumptions and Limiting Conditions which will be included within the report. These are also found at the end of this Agreement. If modification of the General Assumptions and Limiting Conditions is required by Client, please inform us of that requirement prior to executing this Agreement, so that we can reach agreement on any modifications.

The offer to provide the services described is valid for 3 business days from the date of this letter.

Once again, thank you for considering our firm for this assignment. Should you wish to proceed please execute your agreement to this engagement letter in the place indicated below, retain a copy for your records and return the duplicate original to us for our records, along with the deposit. We look forward to working with you.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Palm Beach | Treasure Coast's Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you. The appraisal will be completed in a timely fashion.

Respectfully submitted,
Valbridge Property Advisors | Palm Beach | Treasure Coast

Dail Griffin

Daniel Griffin, MAI
Senior Managing Director
State-Certified General Real Estate Appraiser #RZ3393
Expiration Date: 11/30/26
dgriffin@valbridge.com
(561) 833-5331

AGREED AND ACCEPTED

Kathleen S
Signature

Interim Town Manager
Title

Kathleen Gunn
Name (type or print)

6/9/26
Date

ATTEST: Town Clerk

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Town of Juno Beach
350 Celestial Way, Juno Beach, FL 33408

STANDARD TERMS AND CONDITIONS
FOR SERVICES AGREEMENT

1. **"Personnel."** When capitalized, the term "Personnel" refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Palm Beach | Treasure Coast is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Palm Beach | Treasure Coast is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as "VPA").
   VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Palm Beach | Treasure Coast or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Palm Beach | Treasure Coast's regular hourly rates. If Client places the assignment "on hold" and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Palm Beach | Treasure Coast's costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Palm Beach | Treasure Coast will provide 30 days' notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Palm Beach | Treasure Coast. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Palm Beach | Treasure Coast has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Palm Beach | Treasure Coast shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Palm Beach |

Treasure Coast's fees and Client's obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.

7. **Confidentiality**. Valbridge Property Advisors | Palm Beach | Treasure Coast and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Palm Beach | Treasure Coast may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards. Client further consents to and authorizes Valbridge Property Advisors | Palm Beach | Treasure Coast to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.
8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Palm Beach | Treasure Coast's engagement under this Agreement does not include Valbridge Property Advisors | Palm Beach | Treasure Coast's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Palm Beach | Treasure Coast or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast.
9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Palm Beach | Treasure Coast or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Palm Beach | Treasure Coast shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Palm Beach | Treasure Coast or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Palm Beach | Treasure Coast for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Palm Beach | Treasure Coast's rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Palm Beach | Treasure Coast may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Palm Beach | Treasure Coast prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Palm Beach | Treasure Coast's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Palm Beach |

Treasure Coast becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.

11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Palm Beach | Treasure Coast, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Palm Beach | Treasure Coast, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.
12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Palm Beach | Treasure Coast's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Palm Beach | Treasure Coast's work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Valbridge Property Advisors | Palm Beach | Treasure Coast and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Palm Beach | Treasure Coast and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of

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pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Palm Beach | Treasure Coast will conduct no hazardous materials or contamination inspection of any kind.

14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 19, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "**Claim**") between Client and Valbridge Property Advisors | Palm Beach | Treasure Coast shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
    a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Palm Beach | Treasure Coast and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Palm Beach | Treasure Coast for any Claim shall be limited to the total compensation actually paid to Valbridge Property Advisors | Palm Beach | Treasure Coast for the appraisal or other services that are the subject of the Claim.

       This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Palm Beach | Treasure Coast for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Palm Beach | Treasure Coast, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Palm Beach | Treasure Coast or its Personnel against Client in accordance with Section 19 (each an "Indemnification Claim"), or for publication of any report other than as may be expressly permitted by this Agreement (each a "Publication Claim").
    b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Palm Beach | Treasure Coast/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective

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business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.

c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.

16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under $5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
19. **Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Palm Beach | Treasure Coast and its Personnel (each being an "**Indemnified Party**") harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys' fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a "**Third-Party Action**") where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Palm Beach | Treasure Coast has consented in writing to adding such person as an intended user, (c) Client's provision of inaccurate information or documentation, (d) Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.
20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Palm Beach | Treasure Coast's office performing the assignment is located, exclusive of that state's choice of law rules. Client and Valbridge Property Advisors | Palm Beach | Treasure Coast agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Palm Beach | Treasure Coast's office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.

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Town of Juno Beach
350 Celestial Way, Juno Beach, FL 33408

21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 0, 6, 8 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

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Town of Juno Beach
350 Celestial Way, Juno Beach, FL 33408

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal shall be subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Palm Beach | Treasure Coast will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Palm Beach | Treasure Coast is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.

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11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Palm Beach | Treasure Coast and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Palm Beach | Treasure Coast.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
35. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Valbridge Property Advisors | Palm Beach | Treasure Coast. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
36. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
37. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

ADDENDUM

This Addendum to Service Agreement ("Addendum") is made as of 4 day of June 2026, (the "Effective Date") between the Town of Juno Beach, Florida, a Florida municipal corporation, with its principal place of business located at 340 Ocean Drive Juno Beach, Florida 33408 (the "Town") and FL Appraisal Group, LLC dba Valbridge Property Advisors (the "Service Provider") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Town entered into that certain Service Agreement, attached hereto and incorporated herein as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town desires to amend certain provisions of the Agreement to conform the same to Florida local government requirements; and

WHEREAS, the State of Florida requires that contracts between local governments and business entities include certain required clauses and affidavits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Service Provider hereby agree as follows:

1. **Insurance.** These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the Town's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the Town. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Service Provider that nothing in this provision shall waive or otherwise limit the right of the Town to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the Town reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

   The insurance obligations under this Agreement shall be the minimum insurance requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Town. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Service Provider under this Agreement.

   Throughout the term of this agreement and for all applicable statutes of limitation periods, Service Provider agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the Town prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

SERVICE PROVIDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Service Provider shall provide the Town of Juno Beach with a certificate of insurance naming the Town of Juno Beach, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** $1,000,000 each Occurrence Limit, $2,000,000 General Aggregate shall include **but shall not be limited to**: bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits**: $1,000,000 Bodily Injury by Accident per employee; $1,000,000 Bodily Injury by Disease per employee; $1,000,000 Bodily Injury by Disease policy limit.

If Service Provider's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Service Provider specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the Town for losses the Town or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Service Provider's employee-leasing or co-employment arrangement.

c. **Commercial Automobile Liability**: $1,000,000 Combined Single Limit per occurrence and $1,000,000 for Bodily Injury per occurrence and $50,000 Property Damage per occurrence;

Based upon Service Provider's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Service Provider, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by Town at Agreement inception. In order to maintain this **conditional** risk exception, Service Provider shall at each subsequent renewal of their Commercial General Liability coverage provide Town with an updated written statement and representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

It is specifically agreed that the Town of Juno Beach shall not be liable to the Service Provider for any liability to the extent caused by the Service Provider's negligent performance of this Agreement. Service Provider specifically waives any and all rights

of recovery it may have against the Town of Juno Beach, independent of any waiver of rights of recovery by any insurer.

Service Provider agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Service Provider's insurance is **primary and non-contributory** to any other insurance available to the Town of Juno Beach with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the Town's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the Town with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms. Service Provider shall promptly notify the Town of Juno Beach in the event of receipt of such notice from an insurer.

Service Provider shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon Town request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: Town Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Service Provider.

2. **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

   To Town: Kathleen Gunn, Interim Town Manager, Town of Juno Beach, 340 Ocean Drive Juno Beach, Florida 33408

   To Consultant: FL Appraisal Group, LLC dba Valbridge Property Advisors, 3780 Burns Road, Suite 4,Palm Beach Gardens, FL 33410

3. **Severability.** The Parties to this Addendum expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Addendum is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, section, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted

such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Addendum) and the remainder of this Addendum, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Addendum to be inequitable under the circumstances.

4. **Successors and Assigns.** This Addendum shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Addendum or the delegation of any duties hereunder by either Party, unless previously set out in this Addendum, without the prior written consent of the other party.

5. **Headings.** The sections headings used in this Addendum are for reference and convenience only and shall not enter into the interpretation hereof.

6. **Survival of Terms.** Termination or expiration of this Addendum for any reason shall not release either Party from any liabilities or obligations set forth in this Addendum which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Addendum.

7. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Addendum shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

8. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for any dispute arising from this Addendum shall be the Circuit Court Palm Beach County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Addendum or the Services.

9. **Palm Beach County IG.** In accordance with Palm Beach County ordinance number 2011-009, this Addendum may be subject to investigation and/or audit by the Palm Beach County Inspector General. Service Provider should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

10. **No Contingent Fees.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service

Provider, to solicit or secure this Addendum, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Service Provider any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11. **Compliance/Consistency with Section 768.28, Florida Statutes.** Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statutes and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

12. **Access to Records and Audit Clause.** Service Provider agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Addendum, and grants to the Town the right to audit any books, documents and papers of Service Provider that were generated during the course of the administration of this Addendum. Service Provider shall maintain the records, books, documents and papers associated with this Addendum in accordance with the "Public Records Act", and in accordance with the Florida Statutes Chapter 119. Service Provider additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

    IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE TOWN CLERK AT (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

13. **State Required Affidavits.** By entering into this Addendum, the Service Provider agrees to review and comply with the following state affidavit requirements:

    a. **Public Entity Crimes Affidavit.** Service Provider shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    b. **Scrutinized Companies.** Service Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Town may immediately terminate this Addendum at its sole option if the Service Provider is found to have submitted a false certification; or if the Service Provider is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Addendum. If this Addendum is for more than one million dollars, the Service Provider certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with

Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Addendum at its sole option if the Service Provider is found to have submitted a false certification; or if the Service Provider is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Addendum.

c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all Service Providers doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Addendum, the Service Provider acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Addendum, the Service Provider acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Addendum, the Service Provider acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

IN WITNESS WHEREOF, Service Provider has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

Town of Juno Beach

By:_____
Kathleen Gunn
Interim Town Manager

By:_____

Attest:_____
Caitlin Copeland-Rodriguez, MMC
Town Clerk

Approved as to form and legal sufficiency for the use and reliance of the Town of Juno Beach only

By:_____
TG Law PLLC
Town Attorney

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Ian Camp

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Print Name: Daniel Griffin

Title: President

Entity Name: FL Appraisal Group, LLC

ACKNOWLEDGMENT

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June, 2026, by Daniel Griffin (name of person) as Owner (type of authority) for FL Appraisal Group LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
__✓__Produced identification (Type of Identification: DL)
_____Did take an oath; or
_____Did not take an oath

CAITLIN E. COPELAND
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-5-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 616808

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of FL Appraisal Group a nongovernmental entity.
3. FL Appraisal Group, LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Ivan Camp

Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Daniel Griffin
Title: President
Entity Name: FL Appraisal Group, LLC

OATH OR AFFIRMATION

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9 day of June, 2026, by Daniel Griffin (name of person) as Owner (type of authority) for FL Appraisal Group, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
__✓__Produced identification (Type of Identification: DL)
_____Did take an oath; or
_____Did not take an oath

CAITLIN E. COPELAND
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-5-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 619005

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. FL Appraisal Group, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Witness #1 Print Name: Ian Comp

Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Daniel Griffin
Title: President
Entity Name: FL Appraisal Group, LLC

OATH OR AFFIRMATION

State of Florida
County of Palm Beach

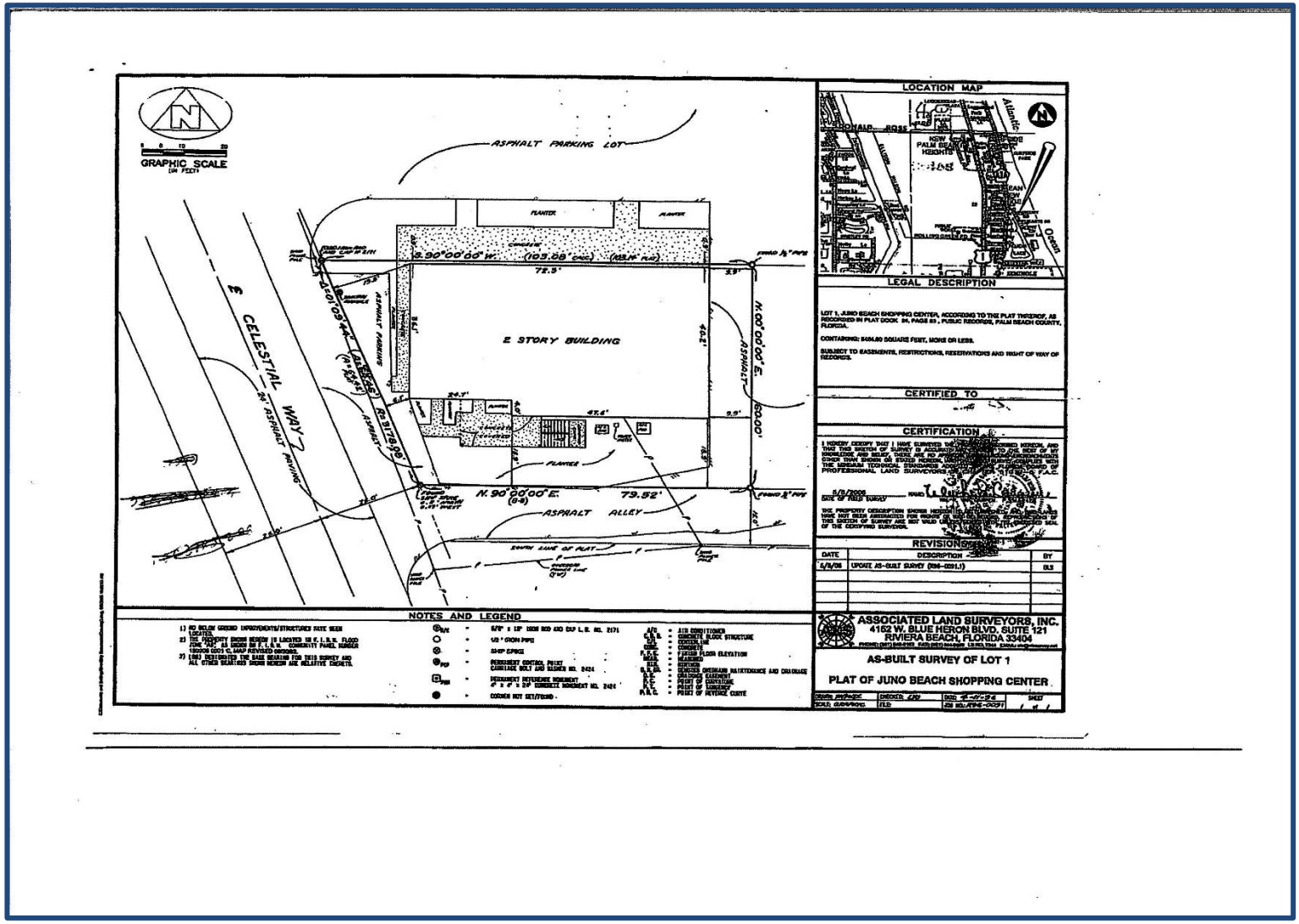
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June, 2026, by Daniel Griffin (name of person) as Owner (type of authority) for FL Appraisal Group, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
___ Produced identification (Type of Identification: DL)
___ Did take an oath; or
___ Did not take an oath

CAITLIN E. COPELAND NOTARY PUBLIC MY COMMISSION EXPIRES 4-5-2029 STATE OF FLORIDA COMMISSION NUMBER HH 619908

Site Survey


GRAPHIC SCALE
ASPHALT PARKING LOT
E CELESTIAL WAY
24' ASPHALT PAVING
2 STORY BUILDING
ASPHALT ALLEY
N.90°00'00"E.
79.52'
N.00°00'00"E.
90.00'
LOCATION MAP
LEGAL DESCRIPTION
CERTIFIED TO
CERTIFICATION
REVISIONS
NOTES AND LEGEND
ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HERON BLVD. SUITE 121
RIVIERA BEACH, FLORIDA 33404
AS-BUILT SURVEY OF LOT 1
PLAT OF JUNO BEACH SHOPPING CENTER

Copy of First Page of Subject Contract for Sale

Commercial Contract

FloridaRealtors

1. **PARTIES AND PROPERTY:** Town of Juno Beach, Florida ("Buyer")
agrees to buy and Mercury Beach LLC ("Seller")
agrees to sell the property at:
Street Address: 350 Celestial Way, Juno Beach, Florida 33408
Legal Description: Lot 1, JUNO BEACH SHOPPING CENTER, according to the Plat thereof, as recorded in Plat Book 24, at Page 83, of the Public Records of Palm Beach County, Florida.
and the following Personal Property:
(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 2,500,000.00

(a) Deposit held in escrow by: Winderweedle Haines Ward Woodman PA ("Escrow Agent") (checks are subject to actual and final collection) $ 10.00

Escrow Agent's address: 329 N Park Ave #2, Winter Park, FL 32789 Phone: (407) 423-4246

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ 0.00

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ 0.00

(d) Total financing (see Paragraph 5) $ 0.00

(e) Other $ 0.00

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 2,499,990.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before June 8, 2026, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or June 8, 2026. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

CC-6 Rev. 3/25 ©2025 Florida Realtors®
Serial#: 015693-400175-4678163 Form Simplicity

Improved Sale Comparable Summary

SALE COMPARABLE 1



Property Identification

Property/Sale ID	11581926/1848772
Property Type	Mixed Use
Property Name	Singer Island Mixed Use
Address	2527 Beach Court
City, State Zip	Singer Island, Florida 33404
County	Palm Beach
MSA	West Palm Beach-Boca Raton
Latitude/Longitude	26.783839/-80.035220
Tax ID	56-43-42-27-04-000-6400

Transaction Data

Sale Date	03-20-2026	**Financing**	Typical
Sale Status	Closed	**Conditions of Sale**	Arm's Length
Grantor	Luis M Goncalves	**Deed Book/Page**	36396/1416
Grantee	Admir Balijagic and Mirela Balijagic	**Sale Price**	$1,200,000
		Adjusted Sale Price	$1,200,000
Property Rights	Fee Simple	**sdfgsdfg**	

Property Description

Gross Building SF	1,850	**Year Built**	1962
Net Rentable SF	1,850	**Effective Age (est.)**	30
No. of Units	2	**Investment Class**	B
Stories	1	**Occupancy Type**	Owner-Occupied and Tenant-Occupied
Building Condition	Average		
Const. Quality	Average	**Tenancy**	Multi-Tenant
Construction Class	C - Masonry	**Parking Spaces**	2
Exterior Walls	Concrete block & stucco	**Pkg/1,000 SF GBA**	1.08

Pkg/1,000 SF NRA	1.08	**Usable Land to Bldg**	0.94
Gross Acres	0.04	**Density (Units/Acre)**	50.00
Usable Acres	0.040	**Access**	Average
Flr. Area Ratio (FAR)	1.06	**Visibility**	Average
Gross Land to Bldg	0.94	**Zoning**	DC, Downtown Core

Adjusted Sale Price Indicators

$/SF GBA	$648.65	**$/Unit**	$600,000.00
$/SF NRA	$648.65	**Occupancy at Sale**	100.0%

Verification

Confirmed With	3rd Party source knowledgeable of the sale, Public Records
Confirmed By	Daniel Griffin
Confirmation Date	06-18-2026

Remarks

This was the sale of a mixed-use building that consisted of a retail space on the bottom floor and an apartment on the 2nd floor.

SALE COMPARABLE 2



Property Identification

Property/Sale ID	11572597/1842635
Property Type	Office Building
Property Name	Benitz Building
Address	315 9th Street
City, State Zip	West Palm Beach, Florida 33401
County	Palm Beach
MSA	West Palm Beach-Boca Raton
Latitude/Longitude	26.721898/-80.052432
Tax ID	74-43-43-15-19-004-0180

Transaction Data

Sale Date	03-12-2026	**Conditions of Sale**	Arm's Length
Sale Status	Closed	**Deed Book/Page**	36385-1801
Grantor	ASV, LLC	**Days on Market**	116
Grantee	315 9th Street, LLC	**Sale Price**	$2,800,000
Property Rights	Fee Simple	**Adjusted Sale Price**	$2,800,000
Financing	Cash to Seller	**sdfgsdfg**	

Property Description

Gross Building SF	2,636	**Effective Age (est.)**	25
Net Rentable SF	2,636	**Investment Class**	B
No. of Units	1	**Parking Conforms**	Yes
No. of Lots	1	**Parking Spaces**	8
Stories	1	**Pkg/1,000 SF GBA**	3.03
Building Condition	Good	**Pkg/1,000 SF NRA**	3.03
Const. Quality	Average	**Gross Acres**	0.24
Construction Class	B - Fire Resistant, Reinforced Concrete Frame	**Usable Acres**	0.240
		Flr. Area Ratio (FAR)	0.25
Year Built	1944	**Gross Land to Bldg**	3.97

Usable Land to Bldg	3.97	**Visibility**	Good
Density (Units/Acre)	4.17	**Zoning**	PPD-PO
Access	Good		

Adjusted Sale Price Indicators

$/SF GBA	$1,062.22	**$/Unit**	$2,800,000.00
$/SF NRA	$1,062.22	**Occupancy at Sale**	0.0%

Verification

Confirmed With	Alfredo Sanchez, Listing Agent
Confirmed By	Victoria Noska
Confirmation Date	04-13-2026

Remarks

The property was vacant at the time of sale and purchased by an owner/user. The building was renovated in 2014 with significant improvements to offices and waiting area. The building has a roll up garage door with access from the north side of the building, impact windows, custom office finishes, and secured, dedicated parking and gate access.

SALE COMPARABLE 3



Property Identification

Property/Sale ID	11581924/1848770
Property Type	Office Building
Property Name	The Office at Singer Island
Address	2626 Lake Drive
City, State Zip	Singer Island, Florida 33404
County	Palm Beach
MSA	West Palm Beach-Boca Raton
Latitude/Longitude	26.784318/-80.038637
Tax ID	56-43-42-27-04-000-5190

Transaction Data

Sale Date	09-16-2025	**Financing**	Typical
Sale Status	Closed	**Conditions of Sale**	Arm's Length
Grantor	Living Is Fun Enterprises Inc	**Deed Book/Page**	36015/0123
		Sale Price	$1,001,200
Grantee	Island Chapel LLC	**Adjusted Sale Price**	$1,001,200
Property Rights	Fee Simple	**sdfgsdfg**	

Property Description

Gross Building SF	1,950	**Investment Class**	B
Net Rentable SF	1,920	**Occupancy Type**	Owner Occupied
No. of Units	1	**Parking Spaces**	4
Stories	1	**Pkg/1,000 SF GBA**	2.05
Building Condition	Average	**Pkg/1,000 SF NRA**	2.08
Const. Quality	Average	**Gross Acres**	0.22
Construction Class	C - Masonry	**Usable Acres**	0.220
Exterior Walls	Concrete block & stucco	**Flr. Area Ratio (FAR)**	0.20
Year Built	1950	**Gross Land to Bldg**	4.91
Effective Age (est.)	30	**Usable Land to Bldg**	4.91

Density (Units/Acre)	4.55	**Visibility**	Average
Access	Average	**Zoning**	OP, Office Professional

Adjusted Sale Price Indicators

$/SF GBA	$513.44	**$/Unit**	$1,001,200.00
$/SF NRA	$521.46	**Occupancy at Sale**	100.0%

Verification

Confirmed With	3rd Party source knowledgeable of the sale, Public Records
Confirmed By	Daniel Griffin
Confirmation Date	06-18-2026

Remarks

This was the sale of an office building to an owner/user.

SALE COMPARABLE 4



Property Identification

Property/Sale ID	11568909/1839949
Property Type	Office Building
Property Name	700 N Olive Avenue
Address	700 N Olive Avenue
City, State Zip	West Palm Beach, Florida 33401
County	Palm Beach
MSA	West Palm Beach-Boca Raton
Latitude/Longitude	26.719138/-80.051285
Tax ID	74-43-43-22-12-001-0021

Transaction Data

Sale Date	09-10-2025	**Conditions of Sale**	Arm's Length
Sale Status	Closed	**Recording Number**	2025.328491
Grantor	Amy E. Shultz	**Days on Market**	83
Grantee	700 North Olive LLC	**Sale Price**	$5,950,000
Property Rights	Fee Simple	**Adjusted Sale Price**	$5,950,000
Financing	Cash to Seller	**sdfgsdfg**	

Property Description

Gross Building SF	9,446	**Investment Class**	B
Net Rentable SF	9,446	**Occupancy Type**	Owner-Occupied and Tenant-Occupied
No. of Lots	1		
Stories	2	**Tenancy**	Multi-Tenant
Building Condition	Average	**Parking Conforms**	Yes
Const. Quality	Average	**Parking Spaces**	12
Construction Class	B - Fire Resistant, Reinforced Concrete Frame	**Pkg/1,000 SF GBA**	1.27
		Pkg/1,000 SF NRA	1.27
Year Built	1964	**Gross Acres**	0.30
Effective Age (est.)	40	**Usable Acres**	0.300

Flr. Area Ratio (FAR)	0.72	**Access**	Good
Gross Land to Bldg	1.38	**Visibility**	Average
Usable Land to Bldg	1.38	**Zoning**	CC2

Adjusted Sale Price Indicators

$/SF GBA	$629.90	**Occupancy at Sale**	0.0%
$/SF NRA	$629.90		

Verification

Confirmed With	David Thomas, Listing Agent
Confirmed By	Victoria Noska
Confirmation Date	03-23-2026

Remarks

The property is a two-story professional office building with vaulted ceilings and attached garage. The space was built-out for a law firm with modern interior. The property has a gated garage with a private elevator to the second floor office space. The buyer will occupy the second floor and they plan to lease the first floor to other tenants.

SALE COMPARABLE 5



Property Identification

Property/Sale ID	11572599/1842637
Property Type	Medical Office
Property Name	110 Bridge Road
Address	110 Bridge Road
City, State Zip	Tequesta, Florida 33469
County	Palm Beach
MSA	West Palm Beach-Boca Raton
Latitude/Longitude	26.957576/-80.085667
Tax ID	60-43-40-30-00-000-7250

Transaction Data

Sale Date	04-22-2025	**Conditions of Sale**	Arm's Length
Sale Status	Closed	**Deed Book/Page**	35716-1977
Grantor	MDK Tequesta, LLC	**Sale Price**	$1,650,000
Grantee	MLFH Holdings, LLC	**Adjusted Sale Price**	$1,650,000
Property Rights	Fee Simple	**sdfgsdfg**	
Financing	Cash to Seller		

Property Description

Gross Building SF	2,400	**Effective Age (est.)**	20
Net Rentable SF	2,400	**Investment Class**	C
No. of Units	1	**Tenancy**	Single-Tenant
No. of Lots	1	**Parking Conforms**	Yes
Stories	1	**Parking Spaces**	19
Building Condition	Average	**Pkg/1,000 SF GBA**	7.92
Const. Quality	Average	**Pkg/1,000 SF NRA**	7.92
Construction Class	C - Masonry	**Gross Acres**	0.38
Exterior Walls	Concrete block & stucco	**Usable Acres**	0.380
Year Built	1982	**Flr. Area Ratio (FAR)**	0.14

Gross Land to Bldg	6.90	**Access**	Average
Usable Land to Bldg	6.90	**Visibility**	Average
Density (Units/Acre)	2.63	**Zoning**	C-2

Adjusted Sale Price Indicators

$/SF GBA	$687.50	**$/Unit**	$1,650,000.00
$/SF NRA	$687.50		

Verification

Confirmation Date	04-13-2026

Remarks

In terms of motivation, both the buyer and the seller are expanding into new spaces. The buyer is a local doctor.

Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by local offices.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market, and other bulk-property engagements.

INSIGHT. IMPACT. INTEGRITY.

Valbridge Property Advisors, Inc.
Phone: 888.981.2029
valbridge.com



Valbridge
PROPERTY ADVISORS

VALBRIDGE PROPERTY ADVISORS OFFICE LOCATIONS

ALABAMA
26241 Equity Dr., Ste. 101
Daphne, AL 36526
(251) 929-9090

4245 Balmoral Dr. SW, Unit #201
Huntsville, AL 35801
(256) 210-1555

4732 Woodmere Blvd.
Montgomery, AL 36106
(334) 277-5077

CALIFORNIA
3160 Crow Canyon Pl., Ste. 245
San Ramon, CA 94583
(925) 327-1660

400 N Tustin Avenue Ste. 150
Santa Ana, CA 92705
(714) 449-0852

1530 The Alameda, Ste. 100
San Jose, CA 95126
(408) 279-1520

COLORADO
5345 Arapahoe Ave., Ste. 6
Boulder, CO 80303
(303) 867-1935

FLORIDA
301 Almeria Ave., Ste. 350
Coral Gables, FL 33134
(305) 639-8029

3780 Burns Rd., Ste. 4
Palm Beach Gardens, FL 33410
(561) 833-5331

3033 Riviera Dr., Ste. 106
Naples, FL 34103
(239) 514-4646

IDAHO
3910 S. Yellowstone Hwy., Ste. B5
Idaho Falls, ID 83402
(208) 534-5505

1875 N. Lakewood Dr., Ste. 100
Coeur d'Alene, ID 83814
(208) 292-2965

ILLINOIS
5250 Old Orchard Rd., Ste. 300
Skokie, IL 60077
(630) 481-6820

INDIANA
6801 Lake Plaza Dr., Ste. C-301
Indianapolis, IN 46220
(317) 687-2747

KANSAS
8717 West 110th St., Ste. 420
Overland Park, KS 66210
(913) 451-1451

KENTUCKY
1890 Star Shoot Pkwy.
Lexington, KY 40509
(502) 585-3651

9401 Williamsburg Plaza, Ste. 204
Louisville, KY 40222
(502) 585-3651

MARYLAND
2709 Hanson Ave., Ste. T2
Baltimore, MD 21209
(443) 333-5525

MASSACHUSETTS
31 Washington St., Ste. 4
Wellesley, MA 02481
(781) 790-5645

MICHIGAN
1420 Washington Blvd.
Detroit, MI 48226
(313) 986-3313

2127 University Park Dr.
Okemos, MI 48864
(517) 336-0001

MINNESOTA
1515 Central Pkwy., Ste. 120
Eagan, MN 55121
(651) 370-1475

MISSISSIPPI
1010 Ford St.
Gulfport, MS 39507
(228) 604-1900

224 Avalon Cir.
Brandon, MS 39047
(601) 853-0736

501 Highway 12 W., Ste. 150-M
Starkville, MS 39759
(662) 617-2350

MISSOURI
1118 Hampton Ave., Ste. 208
St. Louis, MO 63139
(314) 255-1323

NORTH CAROLINA
5950 Fairview Rd., Ste. 405
Charlotte, NC 28210
(704) 376-5400



NORTH DAKOTA
118 Broadway N., Ste. 509
Fargo, ND 58091
(701) 289-1676

OHIO
8298 Clough Pike, Ste. 1
Cincinnati, OH 45244
(513) 785-0820

OKLAHOMA
6666 S. Sheridan Rd., Ste. 104
Tulsa, OK 74133
(918) 712-9992

3121 Quail Springs Pkwy., Ste. 150
Oklahoma City, OK 73134
(405) 603-1553

PENNSYLVANIA
900 West Valley Rd., Ste. 503
Wayne, PA 19087
(215) 545-1900

4701 Baptist Rd., Ste. 304
Pittsburgh, PA 15227
(412) 881-6080

SOUTH CAROLINA
1250 Fairmont Ave.
Mt. Pleasant, SC 29464
(843) 884-1266

11 Cleveland Ct.
Greenville, SC 29607
(864) 233-6277

920 Bay St., Ste. 26
Beaufort, SC 29902
(843) 884-1266

TENNESSEE
3500 Ringgold Rd., Ste. 3
Chattanooga, TN 37412
(423) 206-2677

213 Fox Rd.
Knoxville, TN 37922
(865) 522-2424

Southwind Office Center
8295 Tournament Drive, Suite 150
Memphis, TN 38125
(901) 753-6977

3200 West End Ave., Ste. 500
Nashville, TN 37209
(629) 401-0700

TEXAS
9901 IH-10 West, Ste. 1035
San Antonio, TX 78230
(210) 227-6229

901 Mopac Expy. S., Bldg. 1, Ste. 300
Austin, TX 78746
(737) 242-8585

UTAH
527 E. Pioneer Rd., Ste. 240
Draper, UT 84020
(801) 262-3388

20 North Main St.
St. George, UT 84770
(435) 773-6300

321 N. County Blvd., Ste. D
American Fork, UT 84003
(801) 492-0000

VIRGINIA
656 Independence Pkwy., Ste. 220
Chesapeake, VA 23320
(757) 410-1222

1231 Alverser Dr.
Midlothian, VA 23113
(757) 345-0010

5107 Center St., Ste. 2B
Williamsburg, VA 23188
(757) 345-0010

Center Park III
4451 Cox Road
Glen Allen, VA 23060
(757) 345-0010

WASHINGTON
8378 W. Grandridge Blvd., Ste. 110-D
Kennewick, WA 99336
(509) 221-1540

324 N. Mullan Rd.
Spokane Valley, WA 99206
(509) 747-0999

WISCONSIN
12660 W. North Ave.
Brookfield, WI 53005
(262) 782-7990

Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

June 23, 2026

TOWN OF JUNO BEACH
340 Ocean Drive
Juno Beach, FL 33408

Attention: Kathleen Gunn
Phone: 718-753-5357
Email: Kgunn@juno-beach.fl.us

Reference: Property Condition Assessment Report
Mixed Use Property
350 Celestial Way
Juno Beach, FL 33408
UES Project Number: A24153.00215.001

Dear Kathleen Gunn:

UES PROFESSIONAL SOLUTIONS LLC (UES) has completed its Property Condition Assessment for the referenced property. The purpose of the property condition assessment is to provide a concise report describing the various components of the existing structures, including physical condition, functionality of the various systems, the potential costs associated with correction of noted deficiencies and required maintenance, and any recommendations for additional testing and inspections.

The assessment was based on non-intrusive, non-destructive observations of the readily accessible areas of the property and the information available at the time of our site visit. Therefore, our descriptions, conclusions and recommendations were based solely on our observations of the various components and our experience with similar projects. The Property Condition Assessment report is not a building code, safety, regulatory, environmental, or all-encompassing ADA compliance inspection. We are submitting our findings, along with our assessment and evaluation, in the following report.

We appreciate the opportunity to serve you on this project, and we look forward to a continued association. Please contact us if you should have any questions or we may be of further assistance.

Respectfully submitted,
UES PROFESSIONAL SOLUTIONS LLC

Greg Kinton, AIA
FL License #: AR103847
Florida Director - Building Envelope Sciences

PROPERTY CONDITION ASSESSMENT REPORT
Mixed Use Property
350 Celestial Way
Juno Beach, FL 33408

UES Project No. A24153.00215.001
Date: June 23, 2026

Prepared for:

TOWN OF JUNO BEACH
340 Ocean Drive
Juno Beach, FL 33408

Prepared by:

UES PROFESSIONAL SOLUTIONS LLC
607 Northwest Commodity Cove
Port St. Lucie, FL 34986
(772) 924-3575
www.TeamUES.com

Reviewed by:



Greg Kinton, AIA (FL & VA)
Date: June 23, 2026
FL Director - Building Envelope Sciences
FL License #: AR103847

Prepared by:



Matt Clark
Date: June 23, 2026
Facilities Department Manager

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1.0 EXECUTIVE SUMMARY

1.1 GENERAL DESCRIPTION

Property Condition Assessment (PCA) Summary Table	
GENERAL PROPERTY DESCRIPTION	
Property Name	Mixed Use Property
Address	350 Celestial Way, Juno Beach, FL 33408
Property Use	Professional office, yoga studio, and residential apartment
Number of Parcels	One (1) per Palm Beach County Property Appraiser website. Parcel #: 28-43-41-28-07-000-0010
Property Size	Approximately 0.13 acres per Palm Beach County Property Appraiser website
Construction Type	First floor Concrete Masonry Unit (CMU) walls, second floor wood frame. Facades consist of Painted stucco.
Number of Buildings	One (1)
Number of Stories	Two (2)
SF of Building(s)	3,972 Total SF per Palm Beach County Property Appraiser website.
Property Age	56 (1970)
Major Additions	None reported
Occupancy Status	Occupied
GENERAL PHYSICAL CONDITION	
General Physical Condition (Good / Fair / Poor)	Fair
Apparent Level of Preventative Maintenance Exercised (Good / Fair / Poor)	Fair
Summary of Significant Deferred Maintenance Items (>$3,000)	See Section 1.2 below:
Summary of Significant Pending or In-Progress Capital Improvements (>$25,000)	None reported
Summary of Significant Recently Completed Capital Improvements (>$25,000)	None reported
BASIS OF ASSESSMENT	
Purpose of Assessment:	Baseline assessment
User of Assessment Report:	Town of Juno Beach
Date of Site Visit:	Tuesday, June 16, 2026
Field Observer(s)	Matt Clark
Report Authors	Matt Clark, Greg Kinton, AIA
OPINIONS OF COSTS	
Total Analysis Term	10 years
Inflation Factor	4%

Property Condition Assessment (PCA) Summary Table		
Opinion of Costs: ***Immediate***	$21,250.00	
Opinion of Costs: ***Short-Term***	$0.00	
	Uninflated	*Inflated*
Opinion of Costs: ***Long-Term***	$9,275.00	$11,305.00
Opinion of Costs: ***Total Term Needs ($/SF/Yr.)***	$0.23	$0.28

1.2 SCHEDULE OF MATERIAL PHYSICAL DEFICIENCIES

A schedule of the following material deficiencies or systems were observed during our walk-through:

Summary of Schedule of Material Physical Deficiencies			
	Immediate	**Short-term**	**Long-term**
SITE			
(None)			
STRUCTURAL FRAME AND BUILDING ENVELOPE			
Allowance to repair northern and southern walls and fascia board.	$4,500		
Allowance to conduct termite investigation for the building.	$750		
Repair and/or replacement of the window awning metal supports.	$4,000		
Allowance to repair the exterior staircase.	$12,000		
ROOFING			
(None)			
PLUMBING			
Allowance to replace water heater			$2,500
Allowance to replace tankless water heater			$1,000
HVAC			
Allowance to replace HVAC split system.			$5,625
ELECTRICAL			
(None)			
VERTICAL TRANSPORTATION			
(None)			
LIFE SAFETY / FIRE SUPPRESSION			
Allowance to replace smoke detectors for the building			$150
INTERIOR ELEMENTS			

Summary of Schedule of Material Physical Deficiencies			
(None)			
ADA ACCESSIBILITY ASSESSMENT			
(None)			

1.3 RECOMMENDATIONS OF ADDITIONAL INVESTIGATION

The systems or components summarized below are recommended for further study, research, testing, intrusive survey or exploratory probing. Results of investigation may be used to develop a budget for remediation.

- Deteriorated wood with potential wood destroying organism evidence in the form of small wood borings or exit holes were observed at the north elevation roof awning. Given the above a termite investigation is recommended for the building.

1.4 SUMMARY OF DEVIATIONS FROM THE GUIDE

UES performed a Property Condition Assessment (PCA) of the subject property in accordance with the scope and limitations of ASTM E2018-24, "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process" (the "Guide"). The following deviations from the Guide are summarized in the following table:

Summary of Deviations from The Guide	
Deviation	**Description**
Americans with Disabilities Act (ADA) assessment	The assessment of ADA needs and the provision of associated costs is not required by the Guide but has been mutually agreed upon and included as part of this assessment.

1.5 UES / CLIENT RELATIONSHIP DISCLOSURE

UES is an independent contractor who has been engaged by the Client to conduct a Property Condition Assessment. The preparers of this report are not employees of, or subsidiaries of, the Client.

2.0 USE AND QUALIFICATIONS

2.1 RELIANCE

This report was prepared pursuant to the contract UES has with Town of Juno Beach and its successors and or assigns who will be referred to hereafter as the Client. That contractual relationship included an exchange of information about the property that was unique between UES and the Client and serves as the basis upon which this report was prepared. Because of the importance of the communication between UES and the Client, reliance, or any use of this report by anyone other than the Client, is prohibited and therefore not foreseeable to UES.

2.2 USE BY OTHER PARTIES

There are no other third-party beneficiaries (intended or unintended) to this report, except as expressly stated herein.

Reliance on or use by any such third-party without explicit authorization in the report does not make said third-party a third-party beneficiary to UES's contract with the Client. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at the third party's risk. For the same reasons, no warranties, or representations, expressed or implied in this report, are made to any such third party.

Third-party reliance letters may be issued on request and upon payment of the, then current fee for such letters. All third parties relying on UES's reports, by such reliance, agree to be bound by the proposal and UES' General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

2.3 STANDARD OF CARE AND WARRANTIES

UES performed the Property Condition Assessment (PCA) using methods and procedures and practices conforming to ASTM E2018-24, "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process" (the "Guide"). The Guide describes these methodologies as representing good commercial practice for performing a PCA on a parcel of commercial real estate. Findings and conclusions derived from the methodologies described in the Guide contain all the limitations inherent in the methodologies that are referred to in ASTM E2018-24.

UES warrants that the findings contained in this report have been prepared in general accordance with accepted professional practices at the time of report preparation as applied by similar professionals. Future changes in standards, practices, or regulations cannot be anticipated and have not been addressed.

The methodologies include reviewing information provided by other sources. UES treats information obtained from the document reviews and interviews concerning the property as reliable and the Guide does not require UES to independently verify the information. Therefore, UES cannot and does not warrant or guarantee that the information provided by these other sources is accurate or complete.

No other warranties are implied or expressed.

2.4 UES / CLIENT RELATIONSHIP DISCLOSURE

UES is an independent contractor who has been engaged by the Client to conduct a Property Condition Assessment. The preparers of this report are not employees of, or subsidiaries of, the Client.

2.5 QUALIFICATIONS

Statement(s) of qualifications for the individual(s) performing this assessment are appended to this report.

Our services were not intended to be technically exhaustive. There is a possibility that even with proper application of methodologies, conditions may exist on the property that could not be identified within the scope of the assessment or that were not reasonably identifiable from the available information.

Our services and report are not an instrument of professional architectural or engineering service, and UES did not develop architectural or engineering findings, conclusions, or recommendations, nor did UES verify designs or design capacities. UES's observations, opinion, and recommendations may have been developed under time and budgetary constraints inherent to ASTM E2018-24. Our observations do not warrant or guarantee either the performance of any building components or systems nor adequacy of design.

In accordance with ASTM E2018-24, UES's report is based on a limited ground level (except where otherwise explicitly indicated) visual inspection of the property. UES did not gain access to all areas, perform any exploratory probing or discovery, perform tests, operate any specific equipment, or take measurements or samples. The PCA was not a building code, safety, regulatory or environmental compliance inspection.

No PCA can wholly eliminate uncertainty regarding repair and maintenance needs of the property. The PCA was intended to reduce, but not eliminate uncertainty regarding such needs.

An assessment for the presence of visible mold was not included in the scope of work for this assessment. The assessment did not investigate any biological contaminants in or around any structure, and our service was not designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. The Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. The Client further acknowledges that site conditions are outside of UES 's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, UES cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

The observations and recommendations presented in this report are time dependent, and conditions will change. This report speaks only as of its date.

3.0 CONTRACT AND PURPOSE OF SERVICES

3.1 CONTRACT

Contract Summary	
Client Name	Town of Juno Beach
Authorizing Person's Name	Kathleen Gunn
Authorizing Person's Title	Interim Town Manager
Contract Identification	UES Proposal No. A24153.00215.001 Dated June 8, 2026
Authorization Date	Authorized by email and accepted by UES on June 12, 2026.

3.2 PURPOSE OF SERVICES

UES understands that the Client's purpose for having the PCA performed is to conduct a baseline survey of the general physical condition of the improvements located on the subject property as requested for a planned real estate transaction.

4.0 SCOPE & METHODOLOGY

4.1 SCOPE OF SERVICES

4.1.1 PROPERTY CONDITION ASSESSMENT

UES performed a Property Condition Assessment of the subject property that conforms to the scope and limitations of ASTM E2018-24 "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process" (the Guide).

4.1.2 NON-ASTM SCOPE CONSIDERATIONS

Under the same limitations and qualifications as the ASTM E2018-24 scope, UES performed tasks that are beyond the consideration of ASTM E2018-24. They are summarized below:

- ADA Accessibility Assessment

4.2 METHODOLOGY

4.2.1 PROPERTY CONDITION ASSESSMENT

The Property Condition Assessment includes:

- Documentation Review and Interviews
- Walk-Through Survey
- Preparation of Opinions of Costs to Remedy Physical Deficiencies
- Preparation of a Property Condition Report

4.2.2 DOCUMENTATION REVIEW AND INTERVIEWS

The purpose of the document review and interviews was to augment the walk-through survey and to assist understanding of the subject property and identification of physical deficiencies. Records or documents that are readily available and reasonably ascertainable may be reviewed in completion of the assessment.

UES reviewed pertinent portions of practically reviewable documents. In addition, the PCA normally includes interviews with people knowledgeable about the site. Sources of information that UES reviews are listed in subsequent sections of this report.

4.2.3 WALK-THROUGH SURVEY

The purpose of the walk-through survey was to visually observe the subject property to obtain information on material systems and components.

UES employee Matt Clark performed a walk-through survey on Tuesday, June 16, 2026. Our observer was given access to the building via the current owner representative and office tenant, Mr. Gregory L Denes, P.A.

The walk-through survey consisted of observing obvious, easily visible items from the periphery of the property and from accessible adjacent public thoroughfares, as well as representative portions of the property's interior and building systems. These items were conspicuous and patented, and may be observed without intrusion, removal of materials, exploratory probing, use of special protective clothing, or use of special equipment.

4.2.4 PREPARATION OF OPINIONS OF COSTS TO REMEDY PHYSICAL DEFICIENCIES

Based upon the walk-through survey and information obtained in accordance with the Guide, general-scope opinions of costs have been prepared for the suggested remedy of the material physical deficiencies observed. These opinions of costs are intended to assist the User in developing a general understanding of the physical condition of the property.

The opinion of costs are preliminary, order-of-magnitude budgets for the need or remedy. Actual cost of recommended repairs most probably will vary based on such factors as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work, quality of project management exercised, market conditions and whether competitive pricing is solicited.

The costs assume repair and replacements to be “in-kind” with those existing and do not anticipate an upgrade or improvement of existing conditions.

Note that our assessment does not identify minor, inexpensive repairs or maintenance items that are clearly part of the property owner’s current operating budget so long as these items appear to be maintained on a regular basis. The assessment does include infrequently occurring maintenance items, such as exterior paint, deferred maintenance repairs and replacements that normally involve significant expense or outside contracting.

Our opinion of costs is presented on the Opinion of Costs spreadsheet that is appended to this report.

Estimation of Physical Condition

UES used its experience and judgment to evaluate items observed and assign a condition assessment to them. The condition descriptions used in this report are defined in the Guide and described below. For this assessment, a threshold limit of repairs is established to be equal to or greater than $3,000.

- Good: In working condition and does not require immediate or short-term repairs above the threshold limit of repairs.
- Fair: In working condition but may require immediate or short-term repairs above the threshold limit of repairs.
- Poor: Not in working condition or requires immediate or short-term repairs substantially above the threshold limit of repairs.

It should be noted that a condition term applied overall to a system does not preclude that a part, section, or component of the system may differ in condition. The items will also be affected by circumstances that occur after the date of the walk-through survey.

Estimation of Age

UES used information gathered about the property to estimate the Expected Useful Life (EUL) and Remaining Useful Life (RUL) of items observed. The use of these terms in this report is defined in the Guide and described below:

- Expected Useful Life (EUL): the average amount of time, in years, that an item, component or system is estimated to function without material repair when installed new and assuming routine maintenance is practiced.
- Remaining Useful Life (RUL): a subjective estimate based upon observations, or average estimates of similar items, components, or systems, or a combination thereof, of the number of remaining years that an item, component, or system is estimated to be able to function in accordance with its intended purpose before warranting replacement. Such period is affected by the initial quality of an item, component, or system, the quality of the initial installation, the quality and amount of preventative maintenance exercised, climatic conditions, extent of use, etc.

Estimation of Quantities

UES used the information gathered to estimate quantities of items or materials exhibiting similar conditions or characteristics. These estimates are not exact and were used to understand the magnitude of the representative conditions.

Categorization of Recommended Remedies and Opinion of Costs

UES used information and the estimated age to develop a list of recommended remedies and associated opinion of costs ("Needs") for the property. Needs are divided into three distinct categories:

- Immediate Needs: Items that require immediate action because of any of the following: *(1)* material existing or potentially unsafe conditions, *(2)* material building or fire code violations, or *(3)* physical deficiencies that if left uncorrected would be expected to result in or contribute to critical element or system failure within one year or will result most probably in a significant escalation of its remedial cost. Items deemed as an Immediate Need should receive immediate, prioritized remedial action.
- Short-Term Needs: Items exhibiting physical deficiencies, such as deferred maintenance, that may not warrant immediate attention, but require repairs or replacements that should be undertaken on a priority basis in addition to routine preventative maintenance.
- Long-Term Needs: Items requiring repairs or replacements that should be undertaken during the analysis term in addition to routine preventative maintenance.

Basis of Costs

UES developed the opinion of costs using a combination of sources, typically including one or more of the following:

- Commercially available published cost information such as RS Means,
- Site-Specific historical experience costs,
- Client provided unit costs,
- UES's experience, databases, or files,
- Third-party cost information from contractors, vendors, or suppliers.

Costs for Additional Study

UES recognizes that for some physical deficiencies, determining the appropriate suggested remedy or scope may warrant further study/research or design, testing, exploratory probing, and exploration of various repair schemes, or a combination thereof, all of which are outside the scope of this assessment.

Opinions of costs for additional study or investigation are provided based on UES's experience, databases or files, or third-party cost information from contractors, vendors or suppliers.

4.2.5 PREPARATION OF A PROPERTY CONDITION ASSESSMENT

UES prepared a Property Condition Assessment (PCA) of the subject property that conforms to the scope and limitations of ASTM E2018-24.

The PCA incorporates *(1)* information obtained during documentation review and interview, *(2)* observations and findings obtained during the walk-through survey and *(3)* the preparation of opinions of costs to remedy physical deficiencies observed.

4.3 RESOURCES

Information sources are listed or referenced in subsequent sections of the report. Our interpretation of that information is discussed in the appropriate sections of this report. Selected excerpts of the information obtained are appended.

4.3.1 PROVIDED INFORMATION

UES requested that the property ownership/management provide information regarding the property. Information reported to UES or obtained through our walk-through survey is incorporated into and discussed in appropriate sections of the report.

Provided Information Summary			
	Provided/Sent to UES		
		Obtained during Walk-Through Survey	
Resource			**Comments**
Pre-Survey Questionnaire	☐	☐	None provided for review
Appraisal	☐	☐	None provided for review
Certificate of Occupancy	☐	☐	None provided for review
Safety Inspection Records	☐	☐	None provided for review
Warranty Information (roofs, boilers, chillers, cooling towers, etc.)	☐	☐	None provided for review
Records indicating age of major building systems (roofing, paving, plumbing, HVAC, electrical, etc.)	☐	☒	HVAC production tags observed
Historical costs for repairs, improvements, recurring replacements, etc.	☐	☐	According the to the current property owner representative, in 2024 the eastern elevation underwent approximately $75,000 worth of repairs to remediate concrete spalling. No documentation was provided.
Pending proposals or executed contracts for repairs or improvements	☐	☐	None provided for review
Descriptions of future improvements planned	☐	☐	None provided for review
Outstanding citations for building, fire and zoning code violations.	☐	☐	None provided for review
Prior ADA Surveys and status of any ADA related improvements	☐	☐	None provided for review
Previously prepared PCA's or studies pertaining to any aspect of the property's physical condition	☐	☐	None provided for review
Records indicating building occupancy percentage	☐	☐	None provided for review
Rent roll information	☐	☐	None provided for review
Marketing and/or leasing literature	☐	☐	None provided for review
Drawings and specifications (as built or construction)	☐	☐	None provided for review

4.3.2 PRIOR REPORTS OR INFORMATION

Prior reports or information provided to UES for review:

- None provided for review.

Other resources and information accessed for the purpose of this site assessment are discussed in corresponding sections of the report. Published sources used to complete this PCA but not previously listed are cited at the point they are referenced.

4.4 ACTIVITY EXCLUSIONS

ASTM E2018-24 sets forth limitations in the assessment process. A list of items that are expressly excluded from this assessment are summarized below.

- Identifying Capital Improvements intended to upgrade the property,
- Items beyond the limit of the term,
- Opening/moving panels, probing, sampling or intrusive investigation,
- Determining pressure or flow rate, pipe sizes or point of discharge for underground drains,
- Determining NFPA hazards or fire ratings,
- Preparing Engineering calculations,
- Taking measurements,
- Presence or absence of pests, rodents and insects,
- Subterranean conditions,
- Entering areas that pose a threat to health and safety,
- Performing physical assessments that may damage the building,
- Providing opinion on the working order of systems or components that are abandoned or shut down physical condition is still required,
- Sound transmission,
- Flammability,
- Security,
- Items that are operated by timers or are operated manually by operation staff or service companies, including irrigation sprinklers and lighting,
- Environmental,
- Items requiring specialized knowledge (flues, chimneys, boiler stacks, electromagnetic fields, elevator and escalator cables, sheaves, tenant owned or maintained equipment),
- Process related equipment or entering plenums or confined spaces, testing of equipment or air flow,
- Observation of insides of flues, chimneys or boiler stacks, tenant owned or maintained equipment, entering or confined space areas.

4.5 DEVIATIONS FROM THE GUIDE

Deviations from the Guide are summarized as follows:

- ADA Assessment:

- An assessment of ADA provisions and the associated opinions of costs to remedy physical deficiencies were performed and included in this report. The scope of ADA assessment is discussed in Section 6.1.1 of this report.

4.6 LIMITATIONS

Limitations are summarized as follows:

- Physical Obstructions to Observations:
  - Portions of the building were not fully observable due to interior and exterior finishes and claddings, such as acoustic ceiling tiles or gypsum wall board, limiting observations of the floor/roof deck and walls.
  - Observations of exterior walls were made from the ground level adjacent to the building.

4.7 SIGNIFICANT ASSUMPTIONS

UES made the following assumptions in developing our findings and conclusions:

- Extrapolation: UES extrapolated observations and findings made to all typical areas or systems of the subject property for the purposes of describing such condition within the report and preparing opinions of costs for suggested remedies.
- Regulatory Information: UES considers all other information obtained from regulatory or enforcement agencies, such as building departments, to be complete, accurate and current.
- Document Review and Interviews: UES considers all information provided through document review and interviews to be complete and unbiased.

5.0 WALK-THROUGH SURVEY NARRATIVE

5.1 SITE

5.1.1 TOPOGRAPHY

The topography of the site is generally graded flat. The site has very little grade changes across the 0.13-acre parcel.

Observations / Comments:

The topography of the site appears to be in fair condition. No issues regarding existing topography were observed or reported to UES.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.1.2 STORM WATER DRAINAGE

Stormwater appears to drain into permeable landscaped areas and catch basins in the adjacent street right of ways. A stormwater detention area was observed on the eastern portion. Florida law requires all property owners to control their storm water on-site.

Observations / Comments:

Natural percolation into adjacent landscaping and stormwater inlet structures in the parking areas appear to be the primary method of storm water control. No issues regarding stormwater drainage were reported to UES. Routine maintenance is anticipated during the extended evaluation term.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.1.3 INGRESS AND EGRESS

No ingress or egress is provided for vehicular access. Vehicles head-in park along Celestial Way to the west and Mercury Road to the north. A small driveway for residential parking is provided along the eastern portion.

5.1.4 PAVING, CURBING AND PARKING

No paved or parking areas are provided. Parking is provided within the rights-of-way to the west and north.

5.1.5 FLATWORK

The site features concrete sidewalks and portions of concrete pavers that were observed near the entrances to the building.

Observations / Comments:

Generally, the concrete and paver flat work on the site is in fair condition. Several areas of concrete flatwork cracks were observed along the north portion. Repair/crack filling of these areas is limited and can be completed under routine maintenance.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.1.6 LANDSCAPING AND APPURTENANCES

Landscaping is provided around the buildings and on property perimeters throughout the site consisting mainly of native trees, and shrubs. An irrigation system was observed.

Observations / Comments:

The landscaping and appurtenances appeared to be in fair condition overall. Landscaping upkeep and repairs for appurtenances are limited and can be made as part of routine maintenance.

Irrigation maintenance including occasional pump/parts repair and replacement is anticipated during the evaluation period and costs are relatively low and can be included as part of routine maintenance.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.1.7 RECREATIONAL FACILITIES

N/A – None observed on property.

5.1.8 SPECIAL UTILITY SYSTEMS

N/A – None observed on property.

5.2 STRUCTURAL FRAME AND BUILDING ENVELOPE

The building's foundation was not directly observed and is considered a concealed condition. Based on UES' experience with these types of structures, the foundation system likely consists of shallow, continuous, and isolated footings. The floor slab consists of a smooth-finished concrete slab-on-grade. Construction drawings of these systems were not provided for review.

The building consists of CMU walls for the first floor with concrete decking supporting wood framed second floor walls and a wood truss roof system. Metal framed windows, glass block windows, and metal entry doors with glass inserts were observed at the entrances to the ground floor units with a wood entry door provided to the second story unit. The exterior walls were typically finished with painted stucco. Window awnings constructed of metal supports and vinyl covering were observed along the northern and western elevation.

The exterior staircase provides access to the second floor of the building. The staircase is constructed of concrete with metal handrails.

Observations / Comments:

The building's components relying on the substructure for support were observed to be in fair condition and did not appear to be exhibiting signs of structural failure from defective subsurface conditions. Therefore, the building foundations are assumed to be performing as intended and in good condition.

The structural systems for the building appear to be in fair condition and free of readily visible signs of deficiency.

The exterior walls of the building are in fair condition and free of readily visible signs of deficiency. An area of deteriorated wall was observed along the upper southern elevation of the balcony. Deteriorated wood fascia was observed along the northern and southern portions. Repair of the exterior walls is recommended.

Deteriorated wood with potential wood destroying organism evidence in the form of small wood borings or exit holes were observed at the north elevation roof awning. Given the above a termite investigation is recommended for the building.

According to the current property owner representative, in 2024 the eastern elevation underwent approximately $75,000 worth of repairs to remediate concrete spalling. No documentation was provided.

Exterior paint was observed in fair condition. Routine maintenance in the form of touch up painting is anticipated during the evaluation period.

Window sealant and framing for the building on the observed exterior windows appeared to be in fair condition. Window sealant replacement is anticipated during exterior repainting activities on an as needed basis. Window awnings along the north and western portions were observed with deteriorated and rusted metal supports. Repair and/or replacement of the window awning metal supports is recommended.

Exterior doors for the building appeared to be in fair condition. Routine maintenance is anticipated during the evaluation term.

The exterior staircase was observed with several areas of spalling and cracking throughout. Repair of the exterior staircase is recommended.

Recommendations:

Recommended Immediate Needs:

- Allowance to repair northern and southern walls and fascia board.
- Allowance to conduct termite investigation for the building.
- Repair and/or replacement of the window awning metal supports.
- Allowance to repair the exterior staircase.

No Recommended Short-term or Long-term needs were observed or reported at the time of our walk-through.

5.3 ROOFING

The building features a low sloped roof with modified asphalt bitumen covering the central potion. The lower roof features sloped perimeters with asphalt shingle covering. The second story roof is a sloped roof with a concrete roof tile covering. The roofs all slope towards a gutter system that drains at grade. The second story roof features a single skylight.

Observations / Comments:

The roof was observed in fair condition. No evidence of leaks were reported by property management or observed by UES. Roof gutters were observed to be clear of debris. According the current owner representative, the shingle and bitumen roofs were installed approximately 7 years ago and the concrete tile roof was 10 years ago. Modified bitumen roofs and asphalt shingle roofs have an EUL of 15-20 years with occasional maintenance on an as needed basis. Concrete tiles roofs have an EUL of 50+ years with occasional maintenance on an as needed basis. Routine maintenance is anticipated during the evaluation period.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.4 PLUMBING

It was reported that the Town of Jupiter provides water and Loxahatchee River Environmental Control District provides sewer services to the building. Supply and sanitary piping could not be confirmed but is probable that the sewer line could be constructed of cast iron and copper for supply.

The building features an electric powered water heater manufactured by State Industries. The manufacturer information listing the date of manufacture and total capacity was concealed due to the location of the unit. There is one (1) tankless insta-hot electric powered water heater manufactured by Titan in 2013.

Observations / Comments:

The plumbing system appears to be in fair condition. While most of the plumbing lines could not be readily observed, no physical deficiencies were observed nor reported. The plumbing supply and sanitary lines are assumed to be functioning correctly. According to the property owner representative, the plumbing systems were renovated in 2006.

Water heater systems have a typical EUL of 15 years, and replacement of the units is anticipated during the evaluation term.

Recommendations:

No Recommended Immediate or Short-term needs were observed or reported at the time of our walk-through.

Recommended Long-term Needs:

- Allowance to replace water heater (Year 2).
- Allowance to replace tankless water heater (Year 2).

5.5 HVAC SYSTEMS

Heating and cooling for the interior areas is provided via electric powered split systems. A/C condenser units were mounted on the roof or on grade adjacent to the building with air handlers mounted in dedicated closets or above ceilings. Conditioned air is distributed throughout the interior areas above the ceilings through insulated ductwork.

Observations / Comments:

The HVAC System was observed in overall fair condition. According to property management the HVAC systems are all operating correctly. A condensate line at the southern portion was observed to be flooding the nearby area. Rerouting the condensate line further away from the structure is recommended and can be completed as part of routine maintenance.

The HVAC units were observed to be of various ages and manufacturers; no HVAC inventory information was provided by property management. Cooling capacity ranged from and estimated 2 to 2.5 tons for each unit. Given the above, the list below is a representation of the observed split system units and is not meant to serve as a full comprehensive HVAC inventory log.

Unit	Manufacturer	Manufacturing Date	Cooling Capacity	Replacement Year
1	Trane	2023	3 ton	N/A
2	Rheem	2025	2 ton	N/A
3	Carrier	2017	2 ton	6
4	Ruud	2021	2.5 ton	10

Split-system A/C compressor units have an EUL of 15 years. Routine maintenance and replacement is expected for these compressors during the evaluation term.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

Recommended Long-term Needs:

- Allowance to replace HVAC split system (Year 6 and 10).

5.6 ELECTRICAL

Electricity is fed via underground power lines to the building. The building has five (5) exterior mounted meters located along the southern elevation. The meters have individual main disconnect breakers ranging from 100 to 200 amps with individual breakers on the interior were rated at 15-30 amps.

Observations / Comments:

The electrical system for the building appeared to be in fair condition. There were no observed or reported issues. According to the property owner representative, the electrical systems were renovated in 2006. Switchgear and power distribution panels typically have an EUL of 40 years. Routine maintenance is anticipated during the evaluation term.

Rust was observed on the electrical meter housings, repairs/repainting of the meters is limited can be completed as part of routine maintenance.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

5.7 VERTICAL TRANSPORTATION

No vertical transportation is provided. Second floor access is provided via exterior stairs.

5.8 LIFE SAFETY / FIRE SUPPRESSION

The building has fire extinguishers, smoke detectors in the residential unit, and emergency exit signage.

Observations / Comments:

The life safety systems appeared to be in fair condition. The fire extinguishers were observed with current annual inspection tags. A Periodic renewal of the life safety systems is recommended during the evaluation term and

can be completed as part of routine maintenance. Smoke detectors have an EUL of approximately 10-years, and replacement is anticipated during the evaluation term.

Recommendations:

No Recommended Immediate or Short-term needs were observed or reported at the time of our walk-through.

Recommended Long-term Needs:

- Allowance to replace smoke detectors for the building (Year 5).

5.9 INTERIOR ELEMENTS

Interior finishes for the building were in good condition. Finishes for the building interiors included vinyl, wood, ceramic, and carpet flooring, painted drywall and gypsum board or suspended acoustic ceilings. The bathrooms feature ceramic flooring, painted drywall walls and ceilings with ceramic pedestal sinks or vanities.

A clothes washer and dryer is located in the laundry room on the ground floor. The residential apartment kitchen features stainless steel refrigerator, oven range, built in microwave, and dishwasher. Countertops were stone with wood cabinetry.

Observations / Comments:

Overall, the majority of the interior finishes were observed to be in fair/good condition commensurate with their ages. Routine maintenance and occasional hard goods replacement with operational maintenance is anticipated during the evaluation period.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

6.0 NON-ASTM SCOPE CONSIDERATIONS

6.1 ADA ACCESSIBILITY ASSESSMENT

6.1.1 SCOPE OF SERVICES

A basic ADA assessment was performed on this property for site and building access only of the common areas. The completed checklist is attached to this report in Appendix C.

Factors to be considered in determining whether an action is readily achievable include the nature and cost of the action, the number of employees at the subject property and the financial resources of ownership and tenants. The decision as to which actions are readily achievable is recommended to be determined by the building owner in consultation with its accountants, attorneys and design/construction professionals. UES recommends a comprehensive ADA survey, which will include measurements, if more detailed or additional information or opinions are required. This portion is not to be considered a complete ADA assessment.

Observations / comments:

To the extent of our assessment, the building is non-ADA compliant.

No parking is provided at the property. Public parking is provided via the right of ways to the north and west.

The path of travel to the building entrances were generally ADA accessible.

The interior path of travel appeared to be ADA-compliant based on the current layout of the interior common area spaces for the first floor only.

No ADA restrooms are provided. ADA restrooms are required to have have compliant access and turning areas, protected plumbing, and the adequate number of grab bars and accessories mounted at correct ADA heights. Given the current use and no common areas or public access areas are provided, no ADA restroom is required at this time.

Additional information regarding ADA requirements and compliance as well as the most recent ADA guidelines can be found at www.ada.gov.

Recommendations:

No Recommended Immediate, Short-term, or Long-term needs were observed or reported at the time of our walk-through.

EXHIBIT A:

OPINION OF COSTS SPREADSHEET

OPINION OF COSTS SPREADSHEET

UES Project No.: A24153.00215.001
Property Name: Mixed Use Property
Address: 350 Celestial Way
City, State: Juno Beach, FL 33408
Walk-Through Date: Tuesday, June 16, 2026

Property Age	**56**	**Years**
Number of Buildings	**1**	
Total Area of Buildings	**3,972**	**Square Feet**
Total Analysis Term	**10**	**Years**
Immediate Needs	**$21,250**	
Short-Term Needs	**$0**	
Long-Term Needs UNINFLATED	**$9,275**	
Long-Term Needs INFLATED	**$11,305**	
Total Long-Term Needs UNINFLATED	**$0.23**	**$/SF/Year**
Total Long-Term Needs INFLATED	**$0.28**	**$/SF/Year**

IDENTIFICATION		REMEDY	ESTIMATES			NEEDS DISTRIBUTION ($)											
								LONG-TERM NEEDS									
Item No.	Report Section	Description	Qty.	Unit	Unit Costs ($)	IMMED. NEEDS	SHORT-TERM NEEDS	Year 01	Year 02	Year 03	Year 04	Year 05	Year 06	Year 07	Year 08	Year 09	Year 10	LONG-TERM NEEDS
1	5.2	Allowance to repair northern and southern walls and fascia board	1	LS	$4,500	$4,500												$0
2	5.2	Allowance to conduct termite investigation for the building	1	LS	$750	$750												$0
3	5.2	Repair and/or replacement of the window awning metal supports	8	EA	$500	$4,000												$0
4	5.2	Allowance to repair the exterior staircase	1	LS	$12,000	$12,000												$0
5	5.4	Allowance to replace water heater	1	LS	$2,500				$2,500									$2,500
6	5.4	Allowance to replace tankless water heater	1	LS	$1,000				$1,000									$1,000
7	5.5	Allowance to replace HVAC split system	1	TON	$1,250								$2,500				$3,125	$5,625
8	5.8	Allowance to replace smoke detectors for the building	1	LS	$150							$150						$150
					Yearly Total, UNIFLATED	$21,250	$0	$0	$3,500	$0	$0	$150	$2,500	$0	$0	$0	$3,125	$9,275
					Inflation Factor = 4.0 %	*N/A*		*1.000*	*1.040*	*1.082*	*1.125*	*1.170*	*1.217*	*1.265*	*1.316*	*1.369*	*1.423*	
					Yearly Total, INFLATED	N/A	$0	$0	$3,640	$0	$0	$175	$3,042	$0	$0	$0	$4,448	$11,305

Terms and Abbreviations:
LS - Lump Sum
EA - Each
SF - Square Foot
SY - Square Yard
LF - Linear Foot
Ton - Unit cooling capacity of an air conditioning system
N/A - Not Applicable

EXHIBIT B:

REPRESENTATIVE PHOTOGRAPHS



Photo 1: Northeast portion of building.



Photo 2: Northwest portion of building.



Photo 3: South elevation of building.



Photo 4: East elevation of building.



Photo 5: North elevation.



Photo 6: North portion flatwork and roof awning, note deteriorated wood.



Photo 7: Deteriorated wood observed at north portion.



Photo 8: Flatwork cracking.



Photo 9: Flatwork cracking.



Photo 10: Flatwork cracking.



Photo 11: Window awning support deterioration.



Photo 12: South portion patio areas.



Photo 13: Exterior stair case, note cracking observed throughout.



Photo 14: Exterior stair case, note cracking observed throughout.



Photo 15: Exterior stair case, note cracking observed throughout.



Photo 16: Roof areas.



Photo 17: Roof areas, HVAC systems.



Photo 18: Electrical meters at south elevation, note rust areas.



Photo 19: HVAC system.



Photo 20: HVAC condensate line southern portion, draining too close to structure.



Photo 21: Interior office entrance.



Photo 22: Interior office space.



Photo 23: Restroom.



Photo 24: Interior tenant space.



Photo 25: Interior residential apartment.



Photo 26: Apartment bedroom.



Photo 27: Residential bathroom.



Photo 28: Water heater equipment.



Photo 29: Water heater equipment.



Photo 30: Laundry equipment.



Photo 31: South portion wall deterioration.



Photo 32: South elevation fascia damage.

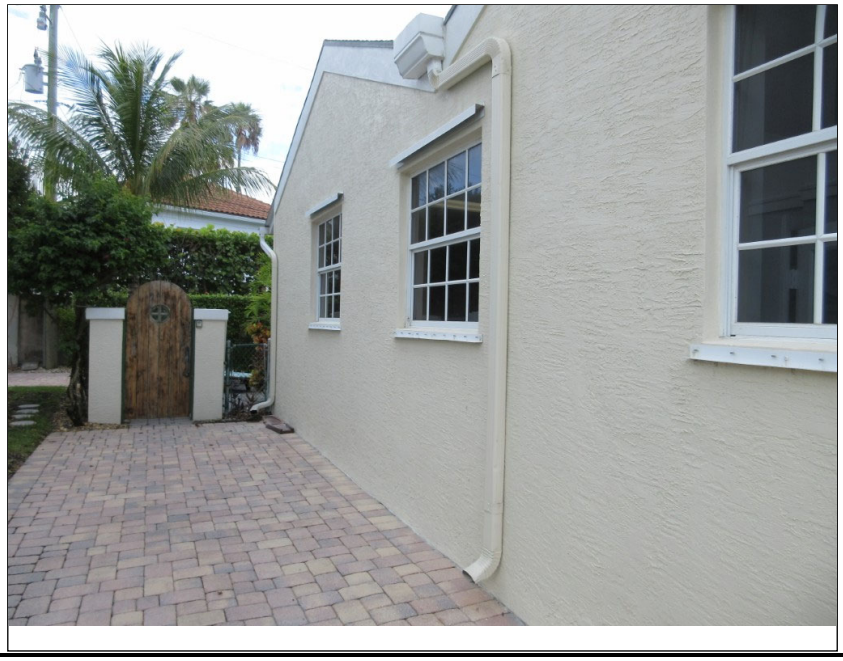


Photo 33: Residential entrance.



Photo 34: Fire Extinguisher.



Photo 35: Smoke detector.

EXHIBIT C:

ADA CHECKLIST

Uniform Abbreviated Screening Checklist for the 2010 Americans with Disabilities Act

Property Name: Mixed Use Property
Property Location (City, State): Juno Beach, FL 33408
Assessor: Matt Clark
Assessment Date: June 23, 2026
UES Project No.: A24153.00215.001

	Item	Yes	No	N/A	Comments
A.	**History**				
1.	Has an ADA survey previously been completed for this property?				Unknown
2.	Have any ADA improvements been made to the property since original construction?				Unknown
3.	Has building ownership/management reported any ADA complaints or litigation?				Unknown
B.	**Parking**				
1.	Does the required number of standard ADA-designated spaces appear to be provided?			X	No parking is provided
2.	Does the required number of van-accessible designated spaces appear to be provided?			X	
3.	Are accessible spaces part of the shortest accessible route to an accessible building entrance?			X	
4.	Is a sign with the International Symbol of Accessibility at the head of each space?			X	.
5.	Does each accessible space have an adjacent access aisle?			X	.
6.	Do parking spaces and access aisles appear to be relatively level and without obstruction?			X	
C.	**Exterior Accessible Route**				
1.	Is an accessible route present from public transportation stops and municipal sidewalks on the property?	X			
2.	Are curb cut ramps present at transitions through curbs on an accessible route?			X	
3.	Do the curb cut ramps appear to have the proper slope for all components?			X	
4.	Do ramps on an accessible route appear to have a compliant slope?			X	
5.	Do ramps on an accessible route appear to have a compliant length and width?			X	
6.	Do ramps on an accessible route appear to have compliant end and intermediate landings?			X	
7.	Do ramps on an accessible route appear to have compliant handrails?			X	
D.	**Building Entrances**				
1.	Do enough accessible entrances appear to be provided?	X			
2.	If the main entrance is not accessible, is an alternate accessible entrance provided?			X	
3.	Is signage provided indicating the location of alternate accessible entrances?			X	
4.	Do doors at accessible entrances appear to have compliant clear floor area on each side?	X			
5.	Do doors at accessible entrances appear to have compliant hardware?	X			
6.	Do doors at accessible entrances appear to have a compliant clear opening width?	X			
7.	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?	X			
8.	Do thresholds at accessible entrances appear to have a compliant height?	X			
E.	**Interior Accessible Routes and Amenities**				
1.	Does an accessible route appear to connect with all public areas inside the building?	X			
2.	Do accessible routes appear free of obstructions and/or protruding objects?	X			
3.	Do ramps on accessible routes appear to have a compliant slope?			X	
4.	Do ramps on accessible routes appear to have a compliant length and width?			X	
5.	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	
6.	Do ramps on accessible routes appear to have compliant handrails?			X	
7.	Are adjoining public areas and areas of egress identified with accessible signage?			X	
8.	Do public transaction areas have an accessible, lowered counter section?			X	
9.	Do public telephones appear mounted with an accessible height and location?			X	
10.	Are publicly accessible swimming pools equipped with an entrance lift?			X	
F.	**Interior Doors**				
1.	Do doors at interior accessible routes appear to have compliant clear floor area on each side?	X			
2.	Do doors at interior accessible routes appear to have compliant hardware?	X			
3.	Do doors at interior accessible routes appear to have compliant opening force?	X			
4.	Do doors at interior accessible routes appear to have a compliant clear opening width?	X			
G.	**Elevators**				
1.	Are hallway call buttons configured with the “UP” button above the “DOWN” button?			X	No elevators are provided.
2.	Is accessible floor identification signage present on the hoistway sidewalls?			X	
3.	Do the elevators have audible and visual arrival indicators at the entrances?			X	
4.	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?			X	
5.	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?			X	
6.	Do elevator car control buttons appear to be mounted at a compliant height?			X	
7.	Are tactile and Braille characters mounted to the left of each elevator car control button?			X	
8.	Are audible and visual floor position indicators provided in the elevator car?			X	
9.	Is the emergency call system at the base of the control panel and not require voice communication?			X	
H.	**Toilet Rooms**				
1.	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?		X		No ADA toilet rooms provided
2.	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?		X		
3.	Does the lavatory faucet have compliant handles?		X		
4.	Is the plumbing piping under lavatories configured to protect against contact?		X		
5.	Are grab bars provided at compliant locations around the toilet?		X		
6.	Do toilet stall doors appear to provide the minimum compliant clear width?			X	
7.	Do toilet stalls appear to provide the minimum compliant clear floor area?			X	
8.	Do urinals appear to be mounted at a compliant height and with compliant approach width?			X	
9.	Do accessories and mirrors appear to be mounted at a compliant height?		X		

EXHIBIT D:

SUPPORTING DOCUMENTS

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser



Item #11.

Property Information

Owner Name :	MERCURY BEACH LLC
Parcel Control Number :	28-43-41-28-07-000-0010
Location Address :	350 CELESTIAL WAY

Structural Details

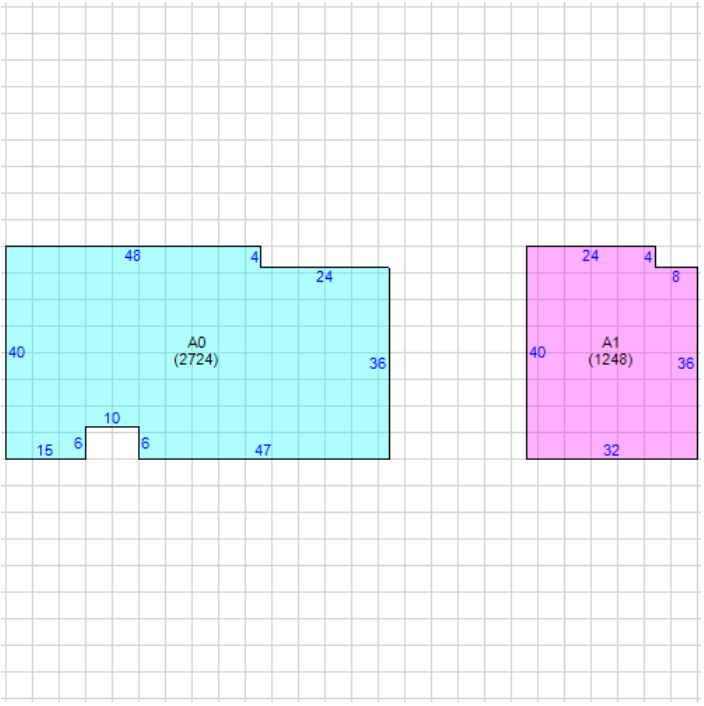
Structural Element for Building 1

Year Built	1970
OFFICE BLDG L/R 1-4S	3972

Subarea and Square Footage for Building 1

Code Description	square Footage
OFFICES	2724
APARTMENT	1248
Total Square Footage	3972

Sketch for Building 1



Property Extra Feature

Description	Year Built	Units
Walkway-Concrete	1970	880
Paving- Asphalt	1970	2300

Property Land Details

Land Line #	Description	Zoning	Acres
1	COMMERCIAL	RM-2	0.1259

1261

EXHIBIT E:

STATEMENTS OF ASSESSMENT TEAM QUALIFICATIONS

Matthew T. Clark

Facilities Department Manager

Mr. Clark has 13 years of experience in environmental and property consulting. He is a graduate of the University of Central Florida (with a BS in Environmental Science). He has performed Phase I and II Environmental Site Assessments, Tank Closure Assessments, remediation, and composed site assessment reports. He is a licensed Radon Measurement Technician, FDEP Stormwater management inspector, certified as an AHERA Asbestos Inspector, EPA Lead based Paint inspector, and maintains the OSHA HAZWOPER 40-Hour certification with renewals. He is also experienced in the use of AutoCAD and ArcGIS software.

Regarding building envelope and facilities condition scopes of work, Mr. Clark specializes in conducting property condition assessments (PCAs) as well as building envelope assessments, roofing surveys, and mechanical inspections. Mr. Clark has completed well over 300 PCAs in Florida, Georgia, California, Nevada, Rhode Island, and New York. His experience in this field spreads throughout modern and historical structures providing him with an exceptional eye for detail and ability to provide a technical assessment of any type of property. Mr. Clark is a licensed unmanned aircraft pilot under FAA part 107 to provide drone photography of roofs and various difficult to access areas of properties.

Education

BS, Environmental Science, University of Central Florida

Years of Experience

13

License and Certifications

- Licensed Radon Measurement Technician - FL #R2421
- Certified AHERA Asbestos Inspector
- EPA Lead-based Paint Inspector
- OSHA HAZWOPER-40 hr
- FDEP Stormwater Erosion and Sedimentation Control Inspector
- FAA 107 Unmanned aircraft pilot

PROJECT EXPERIENCE

BP Ft. Myers Warehousing
Fort Myers, FL

Mr. Clark served as the lead inspector and project manager on various PCAs for a portfolio of warehouses in the Ft. Myers area for BP Ft. Myers LLC.

Indian River State College
Ft. Pierce, FL

Mr. Clark served as the project manager for the PCA, asbestos, and drone aerial survey for the portfolio of student housing building for Indian River State College.

Steinhatchee Marina
Steinhatchee, FL

As consultant to Port 32 Palm Beach Gardens, UES is conducting a property condition assessment for a marina property, including a PCA report. Matthew is serving as Project Manager.

1701 Ballpark Road Senior Living
Kissimmee, FL

As consultant to Providence I Investments, UES is conducting a property condition assessment for a senior living facility, including a PCA report. Matthew is serving as Project Manager.

19510 US-1 Jupiter FL
Jupiter, FL

As consultant to AYR Wellness, UES performed a property condition assessment for a commercial office building (fewer than four stories). Matthew served as Project Manager.

4703 N Armenia Avenue
Tampa, FL

As consultant to MP Healthcare Services, LLC, UES performed a property condition assessment for a commercial office building (fewer than four stories). Matthew served as Project Manager.

Edgewater Commerce Warehouse
Orlando, FL

As consultant to MP Healthcare Services, LLC, UES performed a property condition assessment for an industrial property in Orlando. Matthew served as Project Manager.

UNIVERSAL
ENGINEERING SCIENCES

License

Bachelor's of Architecture, University of Tennessee

Years of Experience

31

License

- Architecture (AIA), VA

Certifications

- Licensed Architect in Virginia
- Certified Project Manager
- Member American Institute of Architects

David Gregory Kinton

Corporate Director of Facilities

Gregory Kinton is the Corporate Director of Facilities for Universal Engineering Sciences (UES). He has more than 30 years of experience as an Architect specializing in facilities consulting and project management services on all types of buildings. He is an expert in property condition assessments, roofing assessments and replacements, failure analysis, accessibility surveys, plans and specifications, forensic evaluations, special testing and project quality assurance.

PROJECT EXPERIENCE

Bed Bath and Beyond

Vienna, Virginia

Greg prepared comprehensive property condition report for this 55,500 square foot retail building including review and assessment of mechanical, electrical, and plumbing systems, roof, fire life safety and security systems, structure, and ADA accessibility.

1425 South Eads Road

Arlington, Virginia

Greg performed property condition assessment (PCA) and report for this 185,000 square foot, seventeen story residential apartment tower with two below grade parking levels including review and assessment of mechanical, electrical, and plumbing systems, elevators, roof, fire, life safety and security systems, structure, and ADA accessibility.

Chancellors Village Retirement Community

Fredericksburg, Virginia

Property condition assessment for a 200,000 SF condominium assisted living retirement community. Complex included 187 individual apartment units. Facility had on site food service, exercise equipment, chapel, and one wing of the property with full time assisted living rooms. Systems assessed included mechanical, electrical, and plumbing systems, roof, fire life safety and security systems, structure, and ADA accessibility.

Byrd Business Center

Richmond, Virgina

Prepared comprehensive property condition report on 10 office/warehouse building campus. Total square footage of the 30-40 year old buildings totaled 475,000 square feet. Extensive review of multiple mechanical, plumbing, roof, life safety and electrical systems. Also included review of site conditions/ amenities on 35 acre site.

Dover Air Force Base

Dover, Maryland

New Fitness Center building. Project consisted of Contract Administration and Quality Assurance Monitoring for quality control in support of the General Contractor during the roofing phases of construction.

Virginia Department of Corrections

Program manager responsible for oversight on multiple locations in the Virginia prison system providing QA inspection for roofing systems installation.

Condominium Projects

Project Manager on a 13 building Condominium project to determine causes of water infiltration into the building basements. Project included coordination of Geotechnical Engineers, Civil Engineers and Structural Engineers. Multiple waterproofing concerns were identified relating to correcting the wet basements.

Smithsonian Institute

Edgewater, Maryland

Managed the design team for a Smithsonian Institute re-roof project including new standing seam metal roof, glass skylights and wood framing repair/replacement on a historic building on the SERC campus in Edgewater, MD.

National Geospatial Administration Building

Springfield, Virginia

Project Manager for the testing of fall protection system as a component of the skylight assembly over the atrium of the new National Geospatial Administration building in Springfield, VA.

Red Deer Apartment Complex

Hurricane, West Virginia

Authored Contract Documents for the retro-fit of the attic ventilation at the Red Deer Apartment complex in Hurricane, WV.

BAE Systems

Project Manager for the testing of a dissipative floor tile assembly to determine the resistive electrical properties on a raised computer room floor for BAE Systems.

Residential Tower

Bethesda, Maryland

Project manager on air infiltration investigation with Infra-red thermal imaging on a 24-story residential tower with higher than expected energy bills in Bethesda, MD.

Condominium Complex

Snowshoe, West Virginia

Project manager on a 36-unit condominium complex with water infiltration issues, code compliance issues and building envelope construction concerns in Snowshoe, WV.

Big Box Retailer

Gaithersburg, Maryland

Senior Project Manager on a big box retailer in Gaithersburg, MD managing the inspection and repair documents for a masonry wall failure due to local seismic activity.

New Fitness Center Building - Dover Air Force Base

Dover, Maryland

Project Manager for project consisting of Contract Administration and Quality Assurance Monitoring for quality control in support of the General Contractor during the roofing phases of construction.

Virginia Department of Corrections

Program manager responsible for oversight on multiple locations in the Virginia prison system providing QA inspection for roofing systems installation.

Alexandria Square Condominiums

Alexandria, Virginia

Program Manager for a 13-building condominium complex to determine causes of water infiltration into the building basements. The project included coordination of Geotechnical Engineers, Civil Engineers and Structural Engineers. Multiple waterproofing concerns were identified relating to correcting the wet basements.

SERC Campus

Edgewater, Maryland

Managed the design team for a Smithsonian Institute re-roof project including new standing seam metal roof, glass skylights and wood framing repair/replacement on a historic building on the SERC campus.

US Department of the Treasury

Project Manager for the Solar Reflectance Index (SRI) testing of the roof membrane.

Creekside at Snowshoe Condominiums

Snowshoe, West Virginia

Project manager for a 36-unit condominium complex with water infiltration issues, code compliance issues and building envelope construction concerns. Provide full report detailing recommended remediation for identified issues.

Virginia Community College System

Richmond, Virginia

Program Manager for the community college system for roofing inspection on the new Learning Resource Center at Tidewater Community College in Virginia Beach, VA. Project includes the staffing of on-site, full time, level III roof inspectors and the management of daily activity reports as well as roof consulting to the VCCS project management team.

Phase I Environmental Site Assessment
for
350 Celestial Way, Juno Beach, FL



Prepared for:
The Town of Juno Beach

Prepared by:

WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411
561-687-2220

WGI Project No. 11021.04

Report Issuance Date: June 23, 2026
Report Expiration Date: December 16, 2026

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APPENDICES

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Appendix E: Government Agency File Review and Search Report
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LIST OF ACRONYMS

AAI	All Appropriate Inquiry
AS/SVE	air sparge / soil vapor extraction
AST	aboveground storage tank
ASTM	American Society of Testing and Materials
ATRP	Abandoned Tank Restoration Program
AULs	Activity and Use Limitations
BTEX	benzene, toluene, ethylbenzene, and xylenes
C&D	construction and demolition
CAR	contamination assessment report
CE-SQG	Conditionally Exempt Small Quantity Generator
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System federal database (now SEMS)
CFR	Code of Federal Regulations
CREC	Controlled Recognized Environmental Condition
EDI	Early Detection Initiative program
EDR	Environmental Data Resources, Inc.
EL	Environmental Lien
EPA	U.S. Environmental Protection Agency
ESA	Environmental Site Assessment
FDEP	Florida Department of Environmental Protection (formerly Dept. of Environmental Regulation, DER)
FINDS	Facility Index System / Facility Registry System database
GCTL	Groundwater Cleanup Target Level
HREC	Historical Recognized Environmental Condition
LLPs	Landowner Liability Protections
LUST	a database containing information on leaking underground storage tanks
MOP	Monitoring Only Plan
MTBE	methyl tert-butyl ether
NADC	Natural Attenuation Default Concentration
NAM	natural attenuation monitoring
NFRAP	a federal database of archived non-NPL sites with no further remedial action planned
NGVD	National Geodetic Vertical Datum
NPDES	National Pollutant Discharge Elimination System
NPL	National Priority List
NRCS	Natural Resources Conservation Service
OCULUS	an FDEP electronic database
OHMIT	Oil and Hazardous Materials Incident Tracking
PAH	polycyclic aromatic hydrocarbon
PARM	Post Active Remediation Monitoring
PCB	polychlorinated biphenyl
PCE	tetrachloroethylene
PCPP	Petroleum Cleanup Participation Program
PFAS	Per and polyfluoroalkyl substances
PFOS	Perfluorooctanesulfonic acid
PFOA	Perfluorooctanoic acid
RAP	Remedial Action Plan
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
RQ	Reportable Quantity
SAR	Site Assessment Report
SCTL	Soil Cleanup Target Level
SEMS	Superfund Enterprise Management System (formerly CERCLIS)
SHWS	Florida's State-Funded Action Sites database
SPILLS	a statewide database of oil and hazardous materials inland incidents
SQG	Small Quantity Generator
SRCO	Site Rehabilitation Completion Order
TCAR	Tank Closure Assessment Report
TDS	Total Dissolved Solids
TSD	federal RCRA Transporters, Storage and Disposal database
ug/L	micrograms per liter
U.S.C.	Unites States Code
USDA	United States Department of Agriculture
USGS	United States Geological Survey
UST	underground storage tank

EXECUTIVE SUMMARY

WGI has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of American Society of Testing and Materials (ASTM) Practice E1527-21 of approximately 0.13 acres of land at or near 350 Celestial Way, Juno Beach, Florida, the subject property.

Summary of the Subject Property

- The subject property currently consists of two (2) attached buildings in which multiple small business entities operate (attorney's office, a wellness center, an occupational therapy business), as well as a residential unit upstairs.
- The original building was constructed sometime between 1940 and 1953. An addition to the building was constructed in 1970 according to Palm Beach County records.
- The subject property may have been a single-family residence prior to 1970. The subject property has been utilized by a mix of small commercial businesses, attorney firms, and for residential use from 1970 to the present.
- WGI found no database evidence or visual evidence of underground storage tanks (USTs) or aboveground storage tanks (ASTs), either now or in the past.
- WGI found no evidence of hazardous substances or petroleum products on the subject property, either now or in the past.
- The subject property is not listed in any reasonably ascertainable federal, tribal, state, or local environmental regulatory records.
- The User provided no evidence of any ELs or AULs in connection with the subject property. WGI found no evidence of any ELs or AULs during a supplementary search.
- There is no evidence that surrounding areas have contaminated the subject property by migration, including solids or liquids migrating at the surface (e.g., contamination in stormwater runoff) or migrating in the subsurface (e.g., groundwater plume flowing under the subject property, or soil vapor migrating through the vadose zone).
- It is WGI's opinion that the information obtained during preparation of this report is sufficient to evaluate whether or not one or more RECs or *de minimis* conditions exist.

Recognized Environmental Conditions (RECs)

- None. There is no evidence of a release, likely release, or a material threat of a release of a hazardous substance or petroleum product on the subject property.

Controlled Recognized Environmental Conditions (CRECs)

- None. There is no evidence of any hazardous substances or petroleum products affecting the subject property that have been allowed to remain in place subject to the implementation of required controls (for example, property use restrictions or engineering controls).

Environmental Liens (ELs) and Activity and Use Limitations (AULs)

- None found by WGI. The search for ELs and AULs by the Environmental Professional is supplementary to the User's obligation to search for ELs and AULs and report any findings to the Environmental Professional.

Historical Recognized Environmental Conditions (HRECs)

- None. There is no evidence of a past release of any hazardous substances or petroleum products that has affected the subject property and has been addressed to the satisfaction of the applicable regulatory

authority and meets unrestricted use criteria established by a regulatory authority without subjecting the property to any controls.

De minimis conditions - not considered RECs

- None. There is no evidence of a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

Business Environmental Risks

- See Section 10.

Significant Data Gaps

- None. WGI believes that any data gaps and/or data failures did not impede our ability to adequately assess the subject property or impede our ability to identify RECs.

Recommendations

- Recommendations for a Phase II ESA or other assessment activities are specifically not required by ASTM E1527-21. If applicable, WGI will provide any recommendations separately.

1.0 INTRODUCTION

1.1 Purpose

WGI, Inc. (WGI) was contracted by the Town of Juno Beach to conduct a Phase I Environmental Site Assessment (ESA) of the subject property listed below.

Subject Property Description	
Address	350 Celestial Way, Juno Beach, Florida
Subject property ID number(s)	Palm Beach County parcel control number: 28-43-41-28-07-000-0010
Location	See **Appendix A** for maps
Size	0.13 acres

Source(s):
Palm Beach County Property Appraiser's website

WGI completed the Phase I ESA of the subject property pursuant to the standards and conditions set forth in American Society of Testing and Materials (ASTM) Designation E1527-21, *The Standard Practice for Site Assessments, Phase I Environmental Site Assessment Process,* and the U.S. Environmental Protection Agency's (EPA) All Appropriate Inquiry (AAI) rule (40 CFR 312).

The Phase I ESA provides a "snapshot" picture of the environmental conditions of a site at any given point in time. According to ASTM Designation E1527-21, the purpose of performing a Phase I Environmental Audit is "*to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 United States Code [U.S.C.] § 9601) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the landowner liability protections or LLPs): that is, the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined by 42 U.S.C. § 9601 (35)(B)*."

The goal of the Site Assessment through the ASTM standard is to identify **Recognized Environmental Conditions** (RECs). As defined by ASTM, the term REC means "(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment." A *de minimis* condition is not a REC.

hazardous substances or petroleum products include substances defined as hazardous substances pursuant to CERCLA 42 U.S.C.§9601(14), and those substances included within the meaning of the petroleum exclusion including crude oil, gasoline, kerosene, diesel oil, jet fuels, fuel oil, natural gas, and synthetic gas usable for fuel. The terms do not include all substances that may pose business environmental risks.

material threat is an obvious threat which is likely to lead to a release and that, in the opinion of the Environmental Professional, would likely result in impact to public health or the environment.

Likely is that which is neither certain nor proved, but can be expected or believed by a reasonable observer based on logic, experience, and/or available evidence.

A **Controlled Recognized Environmental Condition** (CREC) is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority with hazardous substances or petroleum products

allowed to remain in place subject to the implementation of required controls (for example, activity and use limitations or other property use restrictions).

A **Historical Recognized Environmental Condition** (HREC) is defined by ASTM as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority and meeting unrestricted use criteria established by the regulatory authority without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).

A ***de minimis*** condition is not identified as a REC; it is a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

A **business environmental risk** (BER) is a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated under ASTM E1527-21. Some substances and conditions may be present that may pose a business environmental risk but would not be identified as a REC because they are not within the scope of ASTM E1527-21. These non-scope business environmental risks include, but are not limited to: asbestos-containing building materials unrelated to releases into the environment, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint unrelated to releases into the environment, lead in drinking water, mold or microbial growth conditions, PCB-containing building materials (e.g., interior fluorescent light ballasts, paint, and caulk), naturally-occurring radon, regulatory compliance, and substances not defined as hazardous (including some substances sometimes generally referred to as emerging contaminants, including per and polyfluoroalkyl substances, PFAS, with the exception of CERCLA-listed PFOS and PFOA) and wetlands.

1.2 Detailed Scope-of-Services

The methodology used to perform the ESA reflects the contracted scope-of-services, which is described below.

In accordance with the ASTM Designation E1527-21 guidelines, this Phase I ESA included the following scope-of-services:

- WGI interviewed the User (Client or Client's designated representative) and the Owner (or designated representative) to assess knowledge of site-specific conditions or uncover available information, which may help to identify RECs.
- WGI conducted a site reconnaissance to identify RECs in connection with the subject property. WGI assessed the uses and conditions of the subject property, to the extent visually and/or physically observed during the site inspection of accessible area, including:
  - Current uses on the subject property likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products.
  - Inspection of the subject property for evidence of storage tanks, drums, polychlorinated biphenyl (PCB)-containing equipment, pools of liquid, odors, pits/ponds/lagoons, stained soil or pavement, stressed vegetation, drains, wastewater disposal system, wells, and other features. A general description of the current onsite structures was noted, if applicable.
  - Current uses of adjoining properties as limited to the extent visually and/or physically observed from property boundaries ("adjoining properties" are defined by ASTM as any real property or properties the border of which is contiguous or partially contiguous with that of the subject property, or that would be contiguous or partially contiguous with that of the subject property but for a street).

  - Current uses of surrounding area as limited to extent visually and/or physically observed during a drive-through of the area.

- WGI obtained and reviewed "reasonably ascertainable" records of standard sources (as defined in ASTM Designation E1527-21), which are "publicly available", obtainable within reasonable time and cost constraints, and "practically reviewable" (in a form that yields information without the need for extraordinary analysis of irrelevant data). These records included:
  - Applicable regulatory files held by the County environmental department and Florida Department of Environmental Protection (FDEP), which pertain to the use and handling of hazardous waste, hazardous substances, and petroleum products for the subject property, adjoining properties, and surrounding properties (within the designated search distance, per ASTM Designation E1527-21).
  - Physical setting sources, including a current United States Geological Survey (USGS) 7.5 Minute Topographic Map, and current technical documentation on the regional surficial soil type and distribution and regional geologic and hydrogeologic environmental setting.
  - Standard historical sources, used to develop an understanding of the previous uses or occupants of the subject property and adjoining properties, which may indicate potential RECs. These sources included (at a minimum) city directories, aerial photographs, fire insurance maps (if available), building records, and zoning and land use records which were reasonably ascertainable (at approximately 5-year intervals back to first use or the year 1940, whichever is earlier).
- WGI attempted to conduct interviews with individuals knowledgeable of the subject property to obtain information that may indicate the potential for RECs associated with the subject property.
- WGI relied on the information provided by the User and/or owner of the subject property to establish qualification in one of the three LLPs under CERCLA as required by ASTM Designation E1527-21.
- WGI prepared this final report, which summarizes the methodology and findings of the Phase I ESA. As recommended by ASTM Designation E1527-21, the final report includes a summary of the User-Provided Information, Record Review, Site Reconnaissance, Interviews, and Evaluation with Findings and Opinion. The Conclusions section clearly states if RECs were identified in connection with the subject property. Documentation of pertinent resources, references, and key exhibits support the report findings, when appropriate.

1.3 Significant Assumptions

Information regarding the subject property was reasonably ascertainable, and therefore, no significant assumptions have been made unless otherwise noted in a specific section of this report.

1.4 Limitations and Exceptions

The findings, observations, conclusions, and recommendations of this report are limited by the methods used to perform the services outlined in the scope of work. Performance of the ASTM practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property. No environmental assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a subject property. The limitations and exceptions of the ESA are listed below:

- Limitations of the contracted scope-of-services and the specified time frames for completion of the contracted scope-of-services. The ASTM practice recognizes reasonable limits of time and cost. All appropriate inquiry does not mean an exhaustive assessment. There is a point at which the cost of information obtained or the time required to gather it outweighs the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions. One of the purposes of this practice is to identify a balance between the competing goals of limiting the costs and time demands inherent in performing an environmental assessment and reducing uncertainty about unknown conditions resulting from additional information.

- Limitations associated with the collection of data and information that is secondhand, flawed, or incomplete. This assessment relied upon information and records supplied to WGI by representatives of the Client and by government agencies. The conclusions presented in this report are based on data provided by others; such data may be flawed or incomplete.
- The fact that while "reasonable efforts" have been made to visually identify the presence of environmental items of concern such as drums and underground storage tanks (USTs), "reasonable efforts" may not always identify evidence of all items of concern, which could be hidden from view. Although this assessment attempted to identify RECs, WGI is not responsible for potential sources of contamination that may have escaped detection because of the inability to readily observe RECs due to weather conditions, vegetation cover, debris, vehicles, other obstruction, or anything limiting visual observation of or physical access to the subject property and neighboring properties.
- The Phase I ESA is based upon conditions at the time of completion of the individual environmental site assessment elements.
- The Phase I ESA does not include business environmental risk issues including, but not limited to, asbestos-containing building materials unrelated to releases into the environment, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint unrelated to releases into the environment, lead in drinking water, mold or microbial growth conditions, PCB-containing building materials (e.g., interior fluorescent light ballasts, paint, and caulk), naturally-occurring radon, regulatory compliance, and substances not defined as hazardous (including some substances sometimes generally referred to as emerging contaminants), and wetlands. These assessments are not within the scope of work of ASTM E1527-21.

1.5 Data Gap and Data Failure

According to EPA's AAI rule, data gaps occur when the Environmental Professional is unable to obtain information required, despite good faith efforts to gather such information. Data failure, which is a type of a data gap, occurs when all of the standard historical sources that are reasonably ascertainable and likely to be useful have been reviewed, but have not been conclusive enough to meet the objective of the EPA's AAI rule. When data gaps are encountered, the environmental professional must identify the data gap, identify the sources of information used to address the data gap, comment on the significance of the data gap, and form an opinion about the impact of the data gap. Data gaps and data failures, if any, are identified in the specific sections of this report and a summary of any significant data gaps or data failure is provided in Section 8.

1.6 Special Terms and Conditions

This Phase I ESA was prepared in accordance with ASTM E1527-21 and the Client required no special terms and conditions, unless otherwise noted in this report.

1.7 User Reliance

The contents of this Phase I ESA are for the exclusive use of the User(s) specifically listed in Section 11.

It may not be appropriate to use this document to satisfy the needs of others. All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., are not intended or represented to be suitable for re-use by others. Unauthorized third parties rely at their own risk, and shall indemnify and hold WGI harmless against any liability for any loss arising out of, or related to, reliance by any third party on any work performed thereunder, or the contents of this report.

The assessment procedure was based on the Client's agreement in a level of investigation considered to be prudent from a risk management philosophy and guided by common sense, professional judgment, and evaluation techniques being developed and used by governmental agencies for the investigation of properties subject to

possible contamination. WGI exercised the same degree of care and skill generally exercised by Environmental Professionals under similar circumstances and conditions. No other warranty is expressed or implied.

Observations and conclusions presented are not scientific certainties but are solely professional opinions based upon the information available to WGI which may be incomplete or inaccurate. The services provided herein are in no way intended to be legal advice and should not be relied upon in any way for legal interpretations.

1.8 Viability of Phase I ESA

According to ASTM E1527-21, a Phase I ESA is presumed to be viable when it is conducted within 180 days prior to the date of acquisition of the subject property (or, for transactions not involving an acquisition such as a lease or refinance, the date of the intended transaction). In calculating the Report Expiration Date, WGI used the earliest date of the following tasks:

		Date conducted:
i.	the earliest interview of owners, operators, and occupants	see Section 7
ii.	the search for recorded environmental liens (if within WGI's contract)	see Appendix F
iii.	the review of government records	see Appendix E
iv.	the visual inspection	see Section 6.1
v.	the declaration by the environmental professional	see Section 11

The report expiration date is listed on the cover of this report.

1.9 Conflict Certification

WGI has no present or contemplated future ownership or financial interest in the real estate that is the subject of the report. WGI has no personal interest with respect to the subject matter of the report or the parties involved, and WGI has no relationship with the subject property or the owners thereof which would prevent an independent analysis of the environmental conditions of the subject property.

1.10 Confidentiality

The information provided within the Phase I ESA is confidential; therefore, under Florida law, WGI has no obligation to report findings of contamination. However, the owner of the subject property may have such a reporting obligation and should seek legal advice regarding such.

2.0 PHYSICAL SETTING

2.1 Physical Setting

WGI performed an assessment of the geologic, hydrogeologic, topographic, and other physical conditions of the subject property and the surrounding areas. The purpose of the assessment was to determine the natural conditions of the area and to evaluate how these conditions may influence impacts that may have occurred at the subject property or in the vicinity of the subject property.

Physical Setting	
Topography	Most of the subject property is nearly flat. Topographic maps are provided in **Appendix D**. The topography in this part of the County is nearly flat. Based upon the nearly flat topography, the direction of flow of a contamination spill either onsite or offsite is more likely to be affected by localized curbs, structures, swales, canals, berms, or other drainage features than regional topography.

Soil Type	According to the U.S. Department of Agriculture Natural Resources Conservation Service, the entirety of the subject property is mapped as Quartzipsamments. Quartzipsamments are very deep, well drained sandy soils that are common on reworked or altered upland landscapes in Florida. The depth to water table is greater than 80 inches during a typical year. The original land surface has been modified by grading, excavation, filling, or other earthmoving activities. This soil type typically consists of 0 to 80 inches of fine sand. The soil types generally allow vertical migration of potential contamination; the soil types generally do not contain low permeability layers that facilitate substantial horizontal migration of contaminants in the vadose zone.
Regional Geology	The surficial geology in the vicinity has been mapped as the Quaternary Anastasia Formation and undifferentiated quartz sands with surface expression of dunes. These formations are primarily sand with variably lithified coquina. The geology generally allows vertical and horizontal migration of potential contamination below the water table.
Aquifer	The uppermost aquifer is a shallow unconfined water table aquifer that has a mixture of hydrogeological layers that allow both vertical and horizontal migration of groundwater. The subject property overlies the Biscayne Aquifer, the source of drinking water for the County. This aquifer is identified as a sole-source aquifer in the Federal Register. The Biscayne Aquifer is a highly-transmissive, surficial, unconfined aquifer which extends from the ground surface to a depth of more than 300 feet along the coast. The Biscayne Aquifer comprises the upper portion of the Surficial Aquifer System, an upper system of aquifers.
Depth to Groundwater	The depth to groundwater is not well established in this area. Based on the water levels in the ditches, canals, and ponds within or proximal to the subject property, the depth to groundwater is likely to be approximately 2 to 6 feet. The depth to groundwater likely varies seasonally and may be locally influenced by several factors such as proximity to water bodies, recharge areas, and water supply wells.
Groundwater Flow Direction	The groundwater flow direction is not well established in this area. Groundwater flow direction may vary seasonally.

Source(s):
Palm Beach County Wellfield Protection Map
Scott, T., Geologic Map of Palm Beach County, Florida. Florida Geological Survey, Open-File Map Series 64, publication date 1993.
U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), Web Soil Survey (WSS)
U.S. Geological Survey, National Geologic Map Database
U.S. Geological Survey, USGS Circular 1275, "Impact of Anthropogenic Development on Coastal Ground-Water Hydrology in Southeastern Florida, 1900-2000" (Renken et al., 2005), Figure 40.

3.0 USER-PROVIDED INFORMATION

WGI provided the User with a User Questionnaire in accordance with ASTM E1527-21. The User was represented by Kathleen Gunn, Interim Town Manager of the Town of Juno Beach, who completed the User Questionnaire. The User Questionnaire is provided in **Appendix B**.

3.1 Title Records

A search of land title records was not provided by the User.

3.2 Environmental Liens or Activity and Use Limitations

The User did not provide any information regarding any Environmental Liens or Activity and Use Limitations (EL/AULs) in connection with the subject property.

3.3 Specialized Knowledge

The User indicated she did not have any specialized knowledge or experience about the subject property with respect to potential contamination.

3.4 Value Reduction for Environmental Issues

The User did indicated that the purchase price for the subject property had not been reduced below fair market value due to known or perceived contamination at the subject property.

3.5 Information about the Subject Property

The User did not provide any other commonly known or reasonably ascertainable information about the subject property, or whether there are obvious indicators of the presence or likely presence of releases at the subject property.

3.6 Reason for Performing Phase I

The User shall make known to the Environmental Professional the reason the User wants to have a Phase I ESA performed. If the User does not identify the purpose of the Phase I ESA, the Environmental Professional shall assume the purpose is to qualify for an LLP to CERCLA liability and so state.

The User indicated that the ESA is being performed because the User intends to purchase the subject property. The Environmental Professional understands the purpose of this Phase I ESA is to qualify for an LLP to CERCLA liability

3.7 Other User-Provided Information

No other specific information was provided by the User.

4.0 RECORDS REVIEW

4.1 Standard Environmental Records Sources, Federal and State

WGI used Environmental Data Resources (EDR) to conduct a search of reasonably ascertainable federal, tribal, state, and local environmental regulatory records. The sources include, as a minimum, the standard environmental records sources identified by ASTM E1527-21. The database sources, approximate minimum search distance, and detailed research findings are presented in the EDR Report in **Appendix E**. WGI also reviewed the subject property and other selected sites in the database sources listed below.

Source(s):
EDR Radius Report (provided in Appendix E)
FDEP, Drycleaning Solvent Cleanup Program, Drycleaning registration certificates
FDEP, Drycleaning Solvent Cleanup Program, Priority Ranking List
FDEP OCULUS database
FDEP Contamination Locator Map
FDEP Map Direct, Division of Waste Management Layers
FDEP, List of Cattle Dip Vats
Palm Beach County ERM's CINEMA website

4.2 Summary of Database Research for the Subject Property

The subject property is not listed in any reasonably ascertainable federal, tribal, state, or local environmental regulatory records.

The subject property is not listed in the FDEP Oculus database when the database was searched for facilities in Palm Beach County with names containing the term "Price", "Celestial Court", "Kelly", or "Mercury Beach". The

subject property is not on the list of facilities with drycleaning registration certificates or the Priority Ranking List issued by the FDEP Drycleaning Solvent Cleanup Program.

4.3 Environmental Liens (ELs) and Activity and Use Limitations (AULs)

An environmental lien (EL) is a charge, security, or encumbrance upon title to a property to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation. Activity and use limitations (AULs) are legal or physical restrictions or limitations on the use of, or access to, a site or facility: (1) to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil, soil vapor, groundwater, and/or surface water on the property, or (2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on the property.

To meet the requirements of 40 CFR 312.20 and 312.25, a search for the existence of ELs and AULs that are filed or recorded against the property must be conducted. ELs and AULs are legally distinct instruments and have very different purposes and both can commonly be found within recorded land title records (e.g., County Recorder/ Registry of Deeds). The types of title reports that may disclose ELs and AULs include title insurance documentation such as Preliminary Title Reports and Title Commitments, and title search information reports such as Condition of Title, Title Abstracts, and EL/AUL Reports. Chain of title reports will not normally disclose ELs or AULs. ELs and AULs that are imposed by judicial authorities may be recorded or filed in judicial records only. In jurisdictions where ELs or AULs are only recorded or filed in judicial records, the judicial records must be searched for ELs and AULs. Title search information reports shall review land title records for documents recorded between 1980 and the present.

ASTM E1527-21 does not impose on the Environmental Professional (WGI) the responsibility to undertake a review of recorded land title records and judicial records for ELs and AULs. Any ELs and AULs known to the User should be reported to the Environmental Professional conducting a Phase I ESA. The User should either (1) engage a title company, real estate attorney, or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for ELs and AULs currently recorded against or relating to the property, or (2) negotiate such an engagement of a title company, real estate attorney, or title professional as an addition to the scope of work of the Environmental Professional.

WGI performed a supplementary search for ELs and AULs by reviewing institutional control registries as described in Section 4.1 and by reviewing the institutional control layer in the FDEP Map Direct database (**Appendix F**). No ELs or AULs were found for the subject property by the Environmental Professional's supplementary search. The search for ELs and AULs in this paragraph is supplementary to the User's obligation to search for ELs and AULs and report any findings to the Environmental Professional.

4.4 Summary of Database Research for Surrounding Properties

WGI reviewed reasonably ascertainable federal, tribal, state, and local environmental regulatory records of surrounding lands to determine if they pose a potential significant environmental concern to the subject property. This section does not include a summary of every site identified in the database research; for example, facilities such as successfully remediated sites far downgradient of the subject property that have a negligible risk of posing a potential environmental concern to the subject property are not summarized herein.

Juno Beach City (841 Ocean Dr.). FDEP Facility ID 9200869 (Storage Tanks). This site was approximately 100 feet northwest of the subject property, across Celestial Way. It was at or near the old Town Hall for Juno Beach. There were four storage underground storage tanks (USTs): three 2000-gallon USTs and one 550-gallon UST. All four tanks were removed in March 1992. There were no documented releases from the USTs. Given the distance from the subject property, and absence of any documented releases, these former tanks are not identified as a significant potential environmental risk to the subject property, and therefore not a REC.

Juno Ocean Club (450 Ocean Dr.). FDEP Facility ID 9601232 (Storage Tanks). This site is approximately 800 feet north of the subject property. It is the location of the Juno Ocean Club Condominium Association. This facility contains historical registration records related to a 2,000-gallon underground storage tank (UST). A search of available regulatory records indicate that there have never been any compliance violations or records indicating the potential of a release of petroleum into the environment. Based on the records reviewed of the UST and the distance from the subject property, WGI does not consider this site as a significant potential environmental risk to the subject property, and therefore not a REC.

4.5 Vapor Migration Analysis

WGI assessed the subject property for the potential that vapors of hazardous substances or petroleum products may have migrated upward through the soil or originated from an offsite location and migrated laterally to the subject property. If there is soil or groundwater contamination nearby, a vapor risk may be present. Lateral vapor migration can be facilitated in urban areas where underground utilities can provide preferential flow paths for transport. Also, lateral vapor migration through the vadose zone can be facilitated by clay layers or other confining units that block upward migration and spread the vapors laterally.

The assessment focused on whether there are any known plumes within a critical search distance of 100 feet for volatile organic compounds and 30 feet for petroleum products. Based on the agency file reviews in Section 4.4 above, there are no known plumes within the search radius. Given the absence of known or suspect contamination within the search radius and given the relatively thin vadose zone or confining units that promote horizontal migration, it is concluded the risk from vapor migration is minimal and no REC is identified based on vapor migration.

5.0 HISTORICAL REVIEW

The objective of reviewing historical information is to develop a history of previous uses of the subject property and the surrounding area and to determine the probability that past land uses have caused RECs.

5.1 Aerial Photograph Review

WGI reviewed historical aerial photographs to determine the past uses of the project area and to search for photographic evidence of potential contamination sites. WGI found and reviewed historical aerial photographs including but not necessarily limited to 1940, 1953, 1957, 1964, 1969, 1973, 1975, 1986, 1991, 1995, 1999, 2007, 2010, 2015, 2019, 2023, 2025, and 2026. Specific results of the evaluation for the subject property and the adjacent properties are presented below. Selected aerial photographs are provided in **Appendix D**.

Source(s):
Florida Department of Transportation, Surveying and Mapping Office, Aerial Photography Archive Collection (APAC)
Palm Beach County Property Appraiser's website
EDR Aerial Photo Decade Package

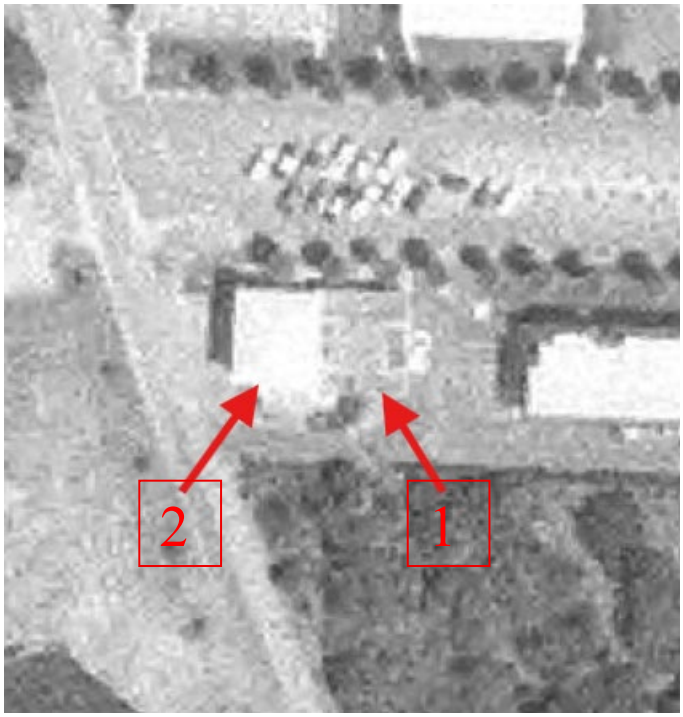
The Subject Property

The subject property is vacant, undeveloped, vegetated land in the 1940 historical aerial photograph.

The subject property appears to have been cleared of native vegetation sometime prior to 1953. Within the subject property is a small structure, the size of a residential home. The immediate area has been cleared and planted for future development. The subject property remained relatively the same through 1969. In 1973, an addition was constructed to the existing building within the subject property and has remained relatively the same through present day.

Based on the historical aerial photographs, there have been at least two (2) structures on the Property (see maps below):

- #1. The earliest structure was set back approximately 150 feet east of Celestial Way. This was likely a residential dwelling, where the attorney and wellness center offices are currently located. It was constructed sometime prior to 1953.
- #2. A second building, what appears to be an addition was added to the smaller structure. According to the Palm Beach Property Appraiser webpage records, this structure was built in 1970. The structure remains today.



There is no clear evidence on the historical photographs of hazardous substances or petroleum products on the subject property.

Adjoining Properties

In 1940, surrounding areas were mostly undeveloped, only the US Route 1 roadway is developed west of the subject property. By 1953 development of Celestial Way to the east has been completed. To the south remained vacant land. To the east and north of the subject property, land had been cleared and graded, with landscaping in place for future development. Opposite Celestial Way, to the northwest of the subject property, a large building had been constructed. Sometime between 1969 and 1973 a large building was constructed immediately east of the subject property. Additional buildings were constructed north of the subject property; these structures appear to apartment buildings. Between 1986 and 1991, the building located northwest of the subject property, opposite Celestial Way was removed and redevelopment for what is now the town hall and police station was underway. By 1995, the town hall and police station buildings had been completed. Sometime between 1999 and 2007 the large building immediately east of the subject property was removed and the land was vacant. Sometime between 2010 and 2015 two residential homes were constructed east of the subject property. Areas surrounding the subject property have remained the same through present day.

On adjoining lands, WGI found no evidence on the historical photographs of former gas stations, dry cleaners, industrial sites, or other facilities that are commonly associated with hazardous substances or petroleum products.

5.2 USGS Topographic Maps

Topographic maps can provide information on past uses of an area and, in some cases, can reveal topographic changes due to mining, landfilling, and similar large-scale activities. WGI found and reviewed historical topographic maps including, but not necessarily limited to, the following:

- USGS 7.5 minute quadrangle for Riviera Beach, dated 1946, photorevised 1948
- USGS 7.5 minute quadrangle for Riviera Beach, dated 1949, photorevised 1950
- USGS 7.5 minute quadrangle for Riviera Beach, dated 1967, photorevised 1968
- USGS 7.5 minute quadrangle for Riviera Beach, dated 1983

The topographic maps indicate one (1) structure on the subject property. The topographic maps indicate a small structure, approximately the size of a house, was present on the subject property in 1983. The topographic maps provide no evidence of mining, landfilling, or similar large-scale activities on the subject property. Selected topographic maps are provided in **Appendix D**.

Source(s):
United States Geological Survey topographic maps

5.3 Fire Insurance Maps

Fire insurance maps, many of which were created by the Sanborn® Map Company, were created as early as the 1860s. They were mainly designed to help fire insurance agents determine risks and establish premiums and to determine the amount of loss after a fire. The maps illustrate building construction, uses, and potential fire hazards such as storage tanks, and therefore can provide information on the potential presence of RECs. There are fire insurance maps for many cities in the U.S., Canada, and Mexico but they have generally only been created for historically urban areas. WGI found that there are no fire insurance maps for this area.

Source(s):
EDR Certified Sanborn® Map Report
State Universities Libraries of Florida, Publication of Archival Library & Museum Materials (PALMM), Sanborn Fire Insurance Maps of Florida

5.4 City Directories

WGI reviewed historical city directories to obtain information on past ownership and use. WGI found and reviewed city directories for the years 1972 through 2024. The following addresses that were researched included but were not necessarily limited to:

- 350 Celestial Way (includes the subject property)

Source(s):
EDR City Directory Image Report
Various years as cited, various sources may include Cole Information Services, Hill-Donnelly Information Services, City Publishing Company, Southern Bell, R.L. Polk & Co., The Price & Lee Co., Southern Directory Company, Ernest H. Miller, and/or Miller & Mayfield city directories.

<u>The Subject Property</u>

The following were the listings for the subject property:

- 350 Celestial Way: Celestial Realty Inc (1972-2024), Milne Mary A Sec Serv (1978), Robert L Fletcher R Estate, Darby Louise Rltr, C L Brulport (1989), Pier Salon (1992), Fox Accounting Services Inc., C. Orsini (1995), Adams Realty & Management, Brian Fleck, Richard Albanese (2000), Brian Fleck, Presence Virtual, Sandra K Adams, Marina Vela, J7J Investigations LLC (2005), Larry Mabry, Paul Kelly (2010), Kathleen Fahy, (2014), Total Holistic Body LLC, Just Breathe Wellness, Human Potential Center PA (2017), Gregory

L Denes PA Attorney at Law, Platinum Properties Real Estate, Matt Stevens (2022-2024), residential listings (1974-1992).

- 300 Celestial Way: no listings.

There is no clear evidence in city directory listings of hazardous substances, including potential significant sources of PFOS and/or PFOA, or petroleum products on the subject property.

Nearby Parcels

Nearby listings were mainly residential (single family) with a few small businesses most of which appeared to be home offices. The city directories revealed no historical drycleaners, gas stations, automobile repair, printing companies, or industrial facilities on parcels near the subject property.

The following is a summary of some of the listings for nearby parcels:

- 300 Mercury Circle: Stone Owl Dressmaker, Country Ln Beauty Salon, & Residential Listings (1972-1974), Celestial Travel Agency Inc., County Lane Beauty Salon (1978-1983), Concept Tours, Matilda Hairdressers, International Tours (1987), Pier Salon (1992-2000), Juno Title Co. (2005), Deel & Schaefer (2010). Mercury Beach LLC, Gregory L Denes PA, Lawson Murry Inc. (2017), Dell & Schaefer and Whisper Lawns LLC (2022).
- 340 Ocean Drive: Town of Juno Beach Public Works Department, Town of Juno Beach Administrative Office, Town of Juno Beach Police Department, Palm Beach County of Planning Zoning & Building (2000-2010), Town of Juno Beach (2014), Palm Beach County listing, Town of Juno Beach listing, Administrative Office (2017), Public Works Department and Juno Beach Police Department (2022), and Ryan P Pfeifle (2024).

On nearby parcels, WGI found no evidence in the city directory listings of former gas stations, dry cleaners, industrial sites, or other facilities that are commonly associated with hazardous substances, including potential significant sources of PFOS and/or PFOA, or petroleum products.

5.5 Previous Environmental Reports

No other previous reports concerning environmental conditions were reasonably ascertainable for review.

5.6 Other Historical Records

County property appraiser records provide information on one (1) building:

- Building 1: Store/Office/Residential, 3,972 square feet, constructed in 1970

Property appraiser records indicate the owners have included:

- Mercury Beach, LLC (current owner)
- Paul G. Kelly (2003-2009)
- Celestial Court Partnership, a Florida General Partnership (1996-2003)
- Stanley W and Diane J. Kagan and Marilyn K. Price (circa 1996)

6.0 SITE RECONNAISSANCE

6.1 Methodology and Limiting Conditions

WGI conducted site reconnaissance during a site visit to the subject property. The inspection was conducted by walking the perimeter of the subject property boundaries, and by conducting transects within the subject property and

biased toward those areas that the inspector thought would most likely exhibit contamination, as readily allowed by access. The subject property was "visually and/or physically observed" for "obvious" conditions according to the ASTM guideline. As defined by ASTM, "visually and/or physically observed" means observations made by vision while walking through a property and the structures located on it and observations made by the sense of smell, particularly observations of noxious or foul odors. "Obvious" means that which is plain or evident; a condition or fact that could not be ignored or overlooked by a reasonable observer while visually or physically observing the property.

Limiting conditions include:

- None.

Limiting conditions, if any, may be routine and not significant. Any significant limitations are discussed in Section 8.3.

6.2 Site Inspection of the Subject Property

A field inspection checklist was used at the subject property. The inspection checklist is summarized below. Photographs are provided in **Appendix C**.

Date of site reconnaissance	June 16, 2026
Inspector(s)	Christa Cherry
Current use(s)	Commercial/Residential
Past use(s)	Commercial/Residential
Structures and other improvements	One single story office building/attached 2-story office/residential building
Roads / parking areas	None
Potable water supply	Likely municipal
Sewage disposal system	Likely municipal
Hazardous substances and petroleum products	None Observed
USTs (fill ports, vent pipes, dispensers, product lines, pavement patching, concrete pads)	None Observed
ASTs	None Observed
Odors	None Evident
Standing water, pools, sumps likely to contain hazardous substances or petroleum products	None Observed
Drums, totes, and intermediate bulk containers	None Observed
Unidentified substance containers	None Observed
PCB-containing items / electrical or hydraulic equipment	None Observed
Heating / cooling	Likely Electric
Stains or corrosion related to a release	None Observed
Drains and sumps	None Observed
Pits, ponds, lagoons (excluding stormwater)	None Observed
Stained soil or pavement	None Observed
Stressed vegetation	None Observed
Solid waste disposal evidence including debris, mounds, depressions, landfilling, disturbed soil	None Observed
Water / wastewater	None Observed
Wells	None Observed
Septic system or cesspool	None Observed
Looks like current or former gas station or drycleaner	Not Evident
Oil/water separator	None Observed
Batteries	None Observed

Hazardous materials placards	None Observed
Floor drain	None Observed
Elevator / lift	None Observed
Grease trap	None Observed
Other	No potential sources of PFOS and/or PFOA observed.

The subject property is a commercial office complex with multiple small business. There is also one residential unit. The businesses within the two structures consist of a wellness center, an occupational therapy practice, and an attorney's office. On the second story of the larger structure is a residential apartment. During the site investigation, no observations of potential sources or storage of hazardous substances or petroleum products were made.

6.3 Site Inspection of Adjoining and Surrounding Properties

WGI walked around the perimeter of the subject property (as allowed by access) and conducted a windshield inspection of adjoining properties.

Current uses of adjoining properties include small apartment units to the north, to the east are residential homes, to the south residential homes within a gated community, and to the west is Celestial Way, then the Juno Beach town hall and Juno Beach police department headquarters.

7.0 INTERVIEWS

7.1 Interviews with Owner

According to the Property Appraiser's website, the owner is Mercury Beach LLC. On 6/23/2026, John Abbott of WGI spoke with Gregory (Greg) Denes who is a representative of the owner and has an office in the building for his law practice. Mr. Denes stated that he has been an owner for approximately 17 years. He stated that, to the best of his knowledge, there has been no hazardous substances or petroleum products at the subject property. He stated that, to the best of his knowledge, the only prior uses have been professional offices and residential.

7.2 Interviews with Site Manager

The site manager is Mr. Denes, discussed above.

7.3 Interviews with Occupants

There are multiple occupants, including those of an attorney's office, a wellness center, an occupational therapy business, and a residential unit. Greg Denes is the only occupant that was identified with specific knowledge of the potential presence or absence of hazardous substances or petroleum products.

7.4 Interviews with Local Government Officials

Recent and historical information from local governments was obtained online from FDEP and the County, as presented in Section 4. No others with knowledge of the subject property were identified.

7.5 Interviews with Others

No others with potential knowledge of the subject property were identified.

8.0 EVALUATION, FINDINGS AND OPINION

8.1 Findings and Opinion

1. The subject property currently consists of two (2) attached buildings in which multiple small business entities operate (an attorney's office, a wellness center, an occupational therapy business), as well as a residential unit upstairs.
2. The original building was constructed sometime between 1940 and 1953. An addition to the building was constructed in 1970 according to Palm Beach County records.
3. The subject property may have been a single family residence prior to 1970. The subject property has been utilized by a mix of small commercial businesses, attorney firms, and for residential use from 1970 to the present.
4. WGI found no database evidence or visual evidence of underground storage tanks (USTs) or aboveground storage tanks (ASTs), either now or in the past.
5. WGI found no evidence of hazardous substances or petroleum products on the subject property, either now or in the past.
6. The subject property is not listed in any reasonably ascertainable federal, tribal, state, or local environmental regulatory records.
7. HRECs (Historical Recognized Environmental Conditions, not considered RECs):
    - None. There is no evidence of a past release of any hazardous substances or petroleum products that has affected the subject property and has been addressed to the satisfaction of the applicable regulatory authority and meets unrestricted use criteria established by a regulatory authority without subjecting the property to any controls.
8. *De minimis* conditions (not considered RECs) included:
    - None. There is no evidence of a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.
9. The User provided no evidence of any ELs or AULs in connection with the subject property. WGI found no evidence of any ELs or AULs during a supplementary search.
10. There is no evidence that surrounding areas have contaminated the subject property by migration, including solids or liquids migrating at the surface (e.g., contamination in stormwater runoff) or migrating in the subsurface (e.g., groundwater plume flowing under the subject property, or soil vapor migrating through the vadose zone).
11. It is WGI's opinion that the information obtained during preparation of this report is sufficient to evaluate whether or not one or more RECs or *de minimis* conditions exist.

8.2 Significant Data Gaps

No significant data gaps were noted. One or more data gaps, not considered significant, were identified and include the following.

- WGI identified one or more data gaps exceeding the established ASTM Standard E-1527 of five-year intervals between reasonably available historic records and where the specific land use changed during that time period. In particular, the data gap between the 1940 aerial photo and 1953 aerial photo is a data failure since there is some uncertainty with land use changes over this time period of greater than five years. WGI does not believe this data gap is significant because other information obtained during this assessment and our professional experiences do not raise reasonable concerns involving the data gap.

WGI believes that any data gaps and/or data failures encountered during this project did not impede our ability to adequately assess the current condition and use of the subject property, historical land uses at the subject property, past and present uses of adjacent lands, their possible environmental impact on the subject property, or impede our ability to identify RECs to the subject property.

8.3 Limiting Conditions and Deviations

There were no significant limiting conditions. Any routine limiting conditions associated with the field investigation are listed in Section 6.1. WGI does not believe the limiting condition(s) are significant because other information obtained during this assessment and our professional experiences did not raise reasonable concerns involving the limiting condition(s) or impede our ability to identify RECs to the subject property.

There were no significant deletions or deviations from ASTM E1527-21 other than the following:

- The User did not provide the results of a full EL/AUL search.

WGI does not believe the deletion or deviation is significant because other information obtained during this assessment and our professional experiences did not raise reasonable concerns involving the deletion / deviation or impede our ability to identify RECs to the subject property.

9.0 CONCLUSIONS

Recognized Environmental Conditions

WGI has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-21 of approximately 0.13 acres of land at or near 350 Celestial Way, Juno Beach, Florida, the subject property. Any exceptions to, or deletions from, this practice are described in Sections 1.4 and 8.0 of this report.

This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the subject property.

RECs (Recognized Environmental Conditions):

- None. There is no evidence of a release, likely release, or a material threat of a release of a hazardous substance or petroleum product on the subject property.

CRECs (Controlled Recognized Environmental Conditions):

- None. There is no evidence of any hazardous substances or petroleum products affecting the subject property that have been allowed to remain in place subject to the implementation of required controls (for example, property use restrictions or engineering controls).

Additional Investigation

It is WGI's opinion that the information obtained during preparation of this report is sufficient to evaluate whether or not one or more RECs or *de minimis* conditions exist. WGI recommends no additional investigation as part of Phase I ESA activities.

Recommendations

Based on the absence of RECs, WGI recommends no further investigation in the form of a Phase II ESA.

10.0 BUSINESS ENVIRONMENTAL RISKS AND NON-SCOPE CONSIDERATIONS

Business Environmental Risks

A "business environmental risk" is defined under ASTM Practice E1527-21 as a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated under ASTM E1527-21.

The following business environmental risk(s) are identified:

- None.

Additional Services, Non-ASTM E1527-21 Scope Issues

Other risk issues may involve one or more of the following considerations which are not part of the scope of ASTM Practice E1527-21:

- Asbestos-containing building materials
- Biological agents
- Building Condition Assessment
- Cultural or historical resources
- Ecological resources
- Endangered species
- Health and safety
- Indoor Air Quality (IAQ, unrelated to releases of hazardous substances or petroleum products into the environment)
- Industrial hygiene
- Lead-based paint unrelated to releases into the environment
- Lead in drinking water
- Mold or microbial growth conditions
- PCB-containing building materials (e.g., interior fluorescent light ballasts, paint, and caulk)
- Naturally-occurring radon
- Regulatory compliance
- Substances not defined as hazardous (including some substances sometimes generally referred to as emerging contaminants, including but not limited to, per and polyfluoroalkyl substances, PFAS, with the exception of CERCLA-listed PFOS and PFOA).
- Wetlands

Assessment of these risks relative to the considerations listed above were not requested by the User as part of the Phase I ESA, and additional services were not provided.

11.0 STATEMENT AND SIGNATURE(S) OF ENVIRONMENTAL PROFESSIONAL(S)

Project: 350 Celestial Way, Juno Beach, Florida

Client: Town of Juno Beach

Users: Town of Juno Beach

Environmental Firm: WGI, Inc., 2035 Vista Parkway, West Palm Beach, FL 33411

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in § 312.10 of 40 CFR § 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

John Abbott Digitally signed by John Abbott
Date: 2026.06.23 12:12:07 -04'00'

John Abbott, PG, CEP
Principal Environmental Scientist
Florida Registered Professional Geologist #PG 2401
Certified Environmental Professional #20196

12.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL(S)

Statement of Qualifications

WGI, Inc. (www.wginc.com) is a multidisciplinary consulting firm with a history that dates back to 1972. WGI currently employs approximately 600 highly-skilled and experienced professionals. WGI provides the following service lines: civil engineering, structural engineering, surveying and mapping, subsurface utility engineering, water resources, landscape architecture, environmental, and land planning. Environmental services include Phase I and II Environmental Site Assessments, contamination remediation planning and design, construction-phase technical oversight of remediation, NEPA assessments, wetland mitigation, protected species relocation, arborist services, and environmental permitting. WGI's corporate headquarters is in West Palm Beach and branch offices are located throughout the United States.

Key Personnel

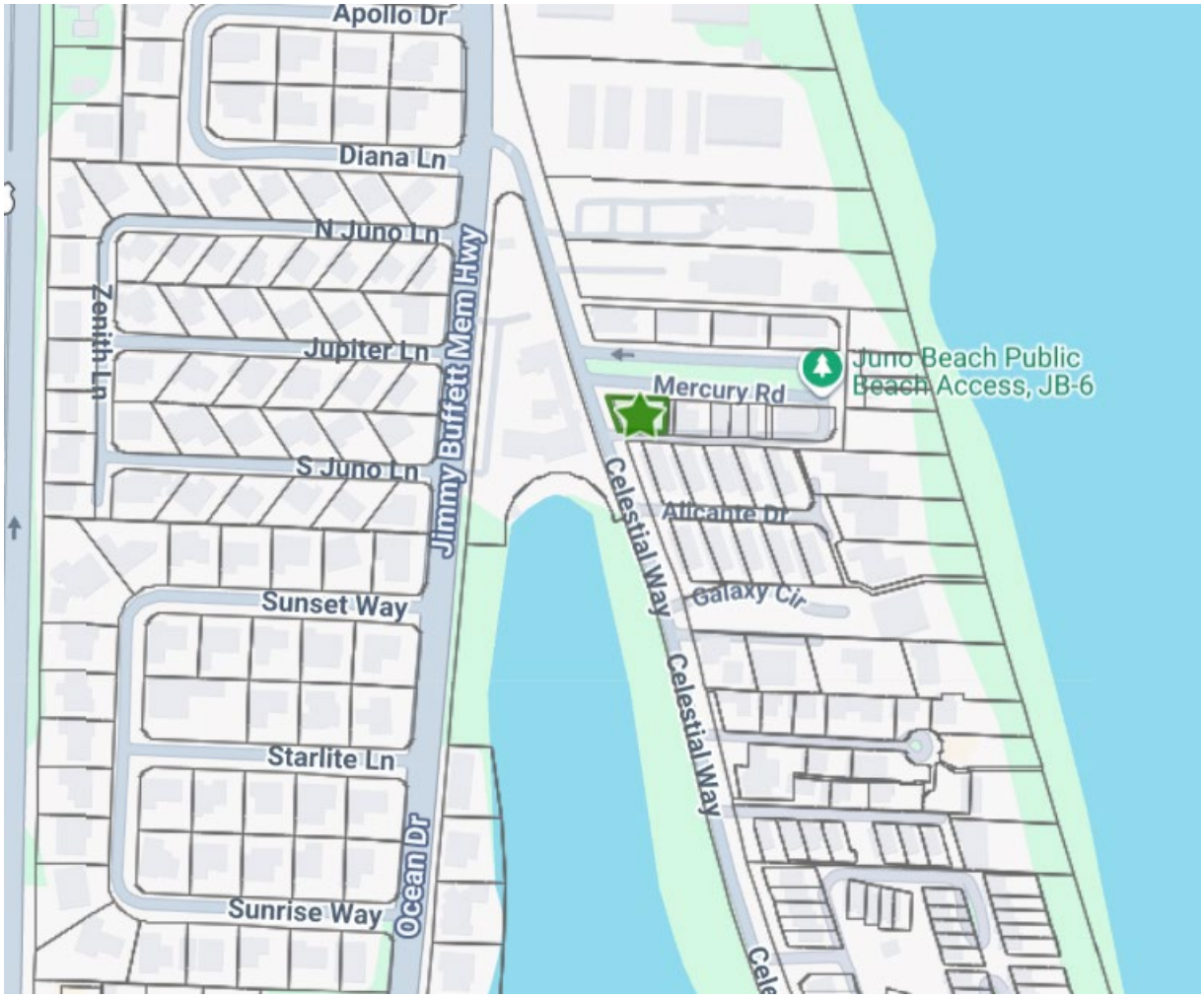
The qualifications, expertise and experience of the key participants involved in conducting and preparing the Phase I ESA are provided below.

John Abbott, PG, CEP: Mr. Abbott has a B.S. in Geology (Virginia Tech, 1992) and an M.S. in Geology (New Mexico Tech, 1995). He is a registered Professional Geologist (in Florida, Texas, North Carolina, and Georgia) and a Certified Environmental Professional. Mr. Abbott has over 25 years of environmental consulting experience. He has led characterization and remediation planning for a variety of projects including, but not limited to, chlorinated solvent plumes at drycleaning facilities, petroleum contamination from USTs, arsenic contamination at golf courses, and landfills containing hazardous and nuclear waste. From 1995 to 2004, Mr. Abbott was responsible for the characterization, risk assessment, and remediation of over 30 RCRA/CERCLA disposal pits and hazardous and radioactive debris piles at the Department of Energy's Savannah River Site in South Carolina. Sites ranged in complexity from small debris piles to the largest environmental problems in the State. Mr. Abbott determined the nature and extent of contamination. This included identifying data needs, preparing sampling and analysis plans, interpreting the analytical data, and supporting contaminant migration modeling and human health and ecological risk assessments. Mr. Abbott was also responsible for managing data uncertainties, identifying and screening remedial technologies, and developing the preferred remedial action. At WGI, Mr. Abbott develops site assessment plans, provides technical oversight of drilling, collects samples, evaluates the analytical data, prepares Site Assessment Reports and Remedial Action Plans, and provides technical oversight of the cleanup. Mr. Abbott has been conducting Phase I and II Environmental Site Assessments since 2004.

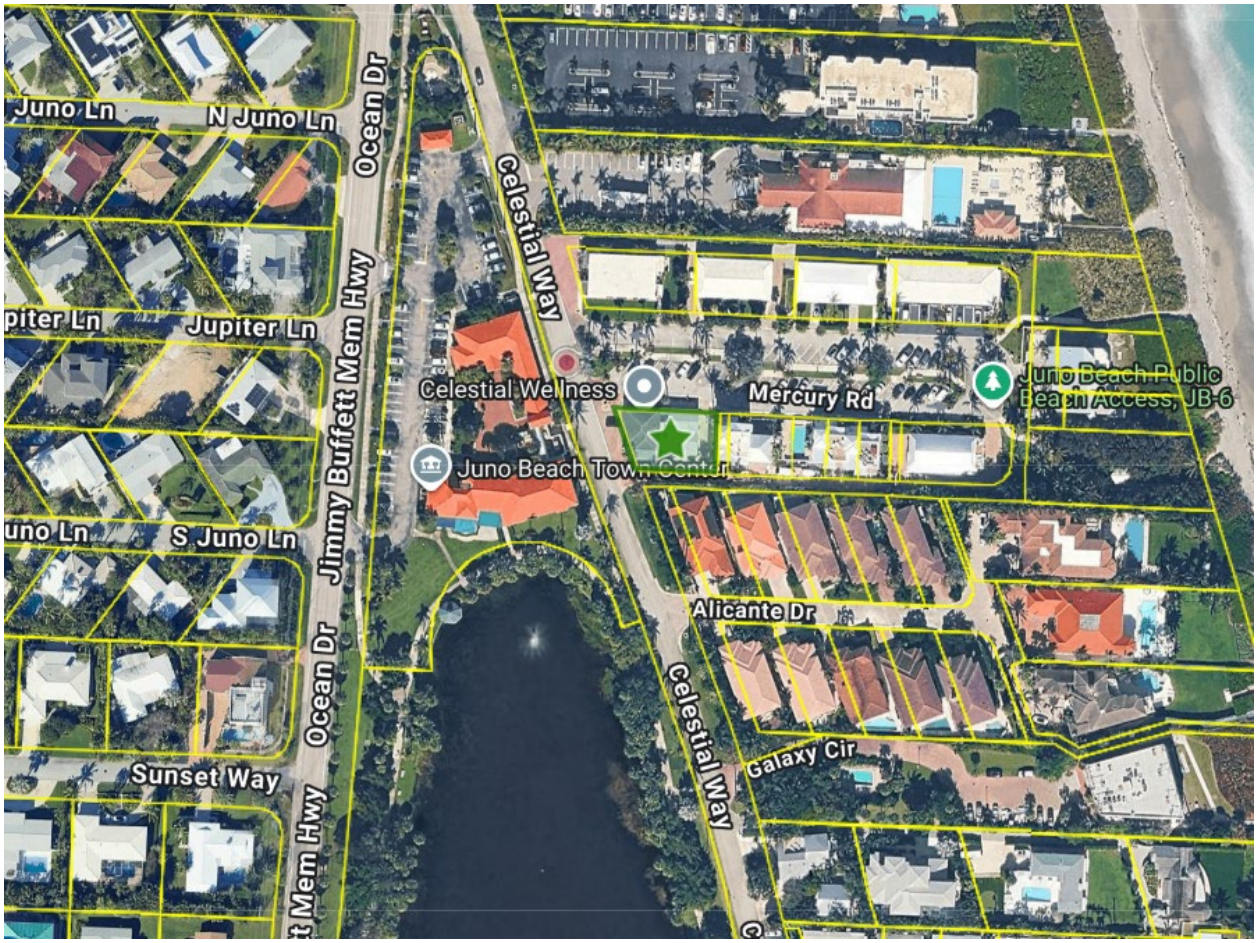
Christa Cherry, CEP-IT: Mrs. Cherry has a B.S. in Biology with a Certificate in Environmental Science and 8 years of experience in environmental science and due diligence work for land development projects. She has supported a range of land development projects including development of agricultural areas, commercial sites, urban and industrial areas, and redevelopment of golf courses. She has also supported contamination assessments of roadway corridors and other infrastructure projects.

Derek Lee: Mr. Lee has a bachelor's degree and 7 years of experience in environmental science and due diligence work for land development projects. He has supported a range of land development projects including development of agricultural areas, commercial sites, urban and industrial areas, and redevelopment of golf courses. He has also supported contamination assessments of roadway corridors and other infrastructure projects.

Appendix A: Maps



Location Map
(source: EDR, 2026)



Vicinity Map
(source: EDR, 2026)



Map of the Subject Property
(source: EDR, 2026)

Appendix B: User Provided Information

Phase 1 Environmental Site Assessment
User Questionnaire

In accordance with the Standard Practice for Environmental Site Assessments ASTM Designation E1527, the Environmental Professional (WGI) shall obtain the following information from the User (Client) for the Phase 1 ESA. This information is important to ensure the accuracy of the final report and the identification of Recognized Environmental Conditions. Failure to provide this information could result in a determination that "all appropriate inquiries" is not complete. Please provide the following information (as available). This information will be included in the Phase 1 ESA Report.

User Information (The User is the party seeking to use Practice E1527 to complete a Phase 1 ESA of the Property)
User Name: **Town of Juno Beach**
User Contact Name: **Kathleen Gunn, Interim Town Manager & Frank Davila, CFM, Director of Planning and Zoning**
User Phone Number(s): Click here to enter text. 561-656-0322
User Address: **340 Ocean Drive, Juno Beach, Florida 33408**
Identify any other Users who will rely on this Phase 1 ESA: Click here to enter text.
Please indicate the reason why the Phase 1 ESA is requested: ☒ User intends to purchase the Property ☐ User intends to lease the Property ☐ User needs a loan and intends to use Property as collateral ☐ Other (describe): ☐ User intends to sell the Property ☐ User intends to refinance the Property
Property Information (provide map or sketch)
Property Name: Click here to enter text.
Property Address(es): **350 Celestial Way**
Property ID Number(s): **28-43-41-28-07-000-0010**
Individuals who may have knowledge of the Property Unless specified otherwise below, the Environmental Professional may contact these individuals to complete the Interview Section of the Phase 1 ESA.
Site Manager(s) with knowledge of Property (name & phone or email): Click here to enter text. Greg Dunes 561-762-0602 greg@denoslaw.com
Current Owner(s)/Operator(s) of the Property (name & phone or email): Click here to enter text. same as above
Past Owner(s)/Operator(s) of the Property (name & phone or email): Click here to enter text.
Knowledgeable Occupants (name & phone or email): Click here to enter text.
Others (name & phone or email): Click here to enter text.
Do NOT contact the following: Click here to enter text.

Phase 1 Environmental Site Assessment
User Questionnaire

User / Client Reporting Obligation
In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfield Amendments"), the User must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. The User should provide the following information to the Environmental Professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

Environmental liens that are filed or recorded against the Property (40 CFR 312.25):
Did a search of recorded land title records (or judicial records where appropriate[1]) identify any environmental liens filed or recorded against the Property?

☐Yes ☐No ☒No Search Conducted (if yes please explain and provide copies of such information) Click here to enter text.

Activity and Use Limitations (AULs) that are in place on the Property or that have been filed or recorded against the Property (40 CFR 312.26(a)(1)(v) and vi)):
Did a search of recorded land title records (or judicial records where appropriate[1]) identify any AULs, such as engineering controls (e.g., engineering caps, foundations, liners, treatment methods, etc. that may be been instated to prevent direct exposure to affected soil, or used to prevent contamination from migrating to surrounding areas), land use restrictions or institutional controls (e.g., deed restrictions, covenants, and/or administrative measures restricting the use of soils, groundwater, construction, redevelopment, or property use) that are in place at the Property and/or have been filed or recorded against the Property under federal, tribal, state or local law?

☐Yes ☐No ☒No Search Conducted (if yes please explain and provide copies of such information)
Click here to enter text.

Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28):
Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

☐Yes ☒No (if yes please explain)
Click here to enter text.

Relationship of the purchase price to the fair market value of the Property if it were not contaminated (40 CFR 312.29):
Do you have knowledge that the purchase price of the Property has been reduced below comparable properties, due at least in part to contamination being known or believed to be present at the Property?

☐Yes ☒No (if yes please explain)
Click here to enter text.

[1] In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

Phase 1 Environmental Site Assessment
User Questionnaire

Commonly known or reasonably ascertainable information about the Property (40 CFR 312.30):
Are you aware of commonly-known or reasonably-ascertainable information about the Property that would help the Environmental Professional identify conditions indicative of releases or threatened releases, for example:

a) Do you know the past uses of the Property?
☐Yes ☒No (if yes please explain)

b) Do you know of specific chemicals that are present or once were present at the Property?
☐Yes ☒No (if yes please explain)
Click here to enter text.

c) Do you know of spills or other chemical releases that have taken place at the Property?
☐Yes ☒No (if yes please explain)
Click here to enter text.

d) Do you know of any environmental cleanups that have taken place at the Property?
☐Yes ☒No (if yes please explain)
Click here to enter text.

e) Do you have any other knowledge or experience with the Property that may be pertinent to the Environmental Professional (e.g., copies of previous environmental reports, documents, or correspondence concerning the Property and its environmental condition?)
☐Yes ☒No (if yes please explain and provide copies of such information)
Click here to enter text.

f) Are you aware of any commonly known or reasonably ascertainable information within the local community about the Property that is material to RECs (Recognized Environmental Conditions) in connection with the Property?
☐Yes ☒No (if yes please explain and provide copies of such information)
Click here to enter text.

The degree of obviousness of the presence or likely presence of contamination at the Property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31):
Based on your knowledge and experience related to the Property, are there any obvious indicators that point to the presence or likely presence of releases at the Property?

☐Yes ☒No (if yes please explain)
Click here to enter text.

Phase 1 Environmental Site Assessment
User Questionnaire

Scope of Services

The Phase 1 ESA will be performed within requirements the Standard Practice for Environmental Site Assessments ASTM Designation E1527, which does not include the assessment for other potential Business Environmental Risks that may affect the impending commercial property transaction. As such, the User/Client may require an expanded scope of services in addition to the Phase 1 ESA.

The following additional environmental assessment activities are above and beyond the standard Phase1 ESA scope as defined in the Standard Practice for Environmental Site Assessments ASTM Designation E1527. If any of these services are desired, please contact WGI for a separate proposal.

- Environmental Lien and Activity and Use Limitations (AULs) search
- Soil or groundwater testing
- Asbestos-Containing Materials Assessment
- Radon Assessment
- Lead-Based Paint Assessment
- Lead in Drinking Water Assessment
- Wetland Delineation
- Regulatory Compliance including Health and Safety Assessment
- Threatened or Endangered Species Assessment
- Mold and Mildew Assessment
- Cultural and Historic/Archaeological Resources Assessment
- Building Condition Assessment
- Other environmental, planning, surveying, or engineering

Authorization

I am the User, or have been authorized to complete this form on behalf of the User, and have completed it to the best of my knowledge and experience: Kathleen Gunn

Name (typed or printed) Kathleen Gunn Interim Town Manager

Date: 6/22/26

Appendix C: Photographs



Photo Number: 1	North facing side of the building located within the subject property. Subject property is at left.
Photo date: 6/16/2026	
Direction: W	



Photo Number: 2	West side of the building facing south. Adjacent to the building running parallel is Celestial Way.
Photo date: 6/16/2026	
Direction: S	



Photo Number: 3	Facing northwest, in view is the Juno Beach town hall. Subject property is at right.
Photo date: 6/16/2026	
Direction: NW	



Photo Number: 4	Interior view inside of the wellness center.
Photo date: 6/16/2026	
Direction: N/A	

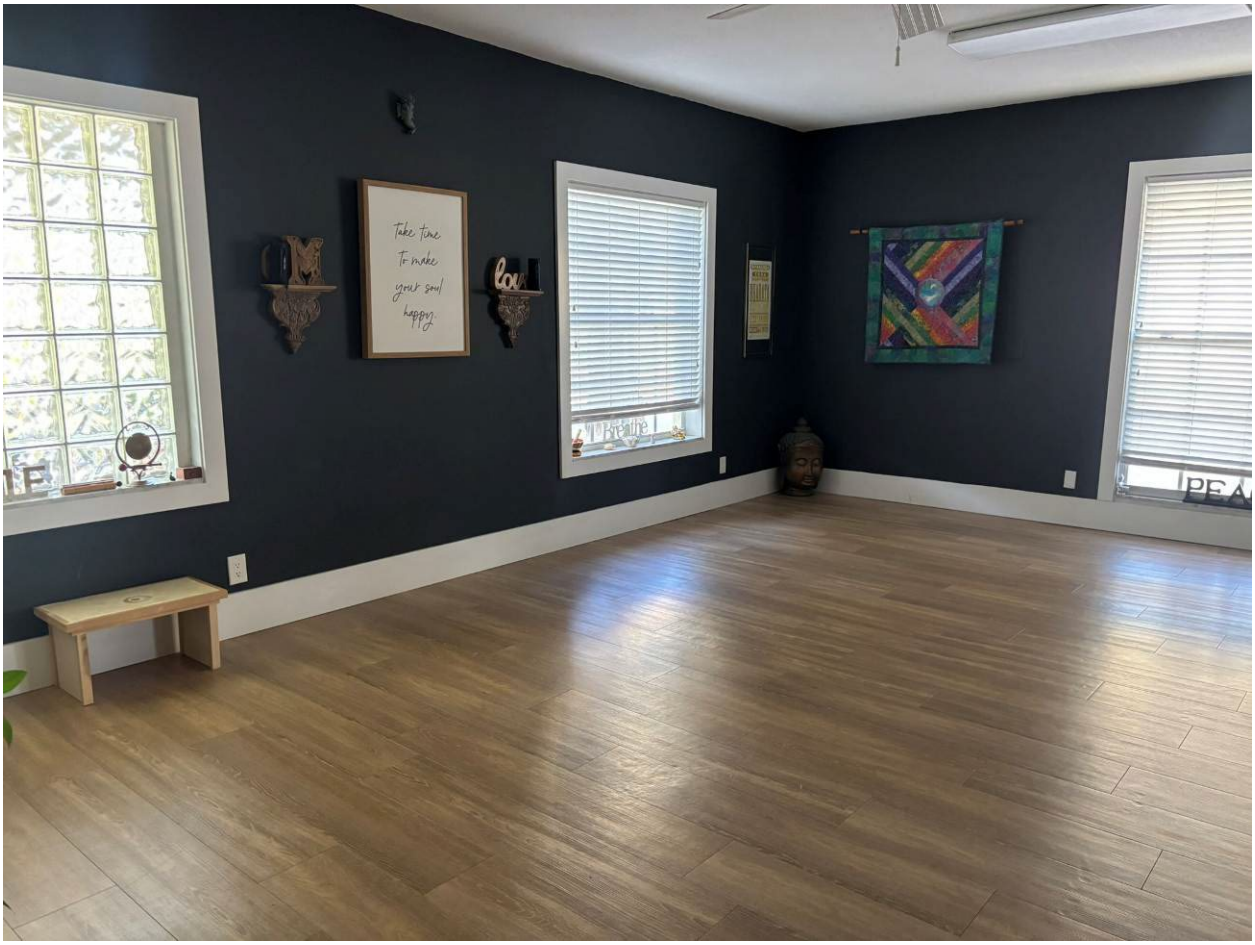


Photo Number: 5	Alternative interior view of the wellness center.
Photo date: 6/16/2026	
Direction: N/A	



Photo Number: 6	Outside patio area of south facing side of building.
Photo date: 6/16/2026	
Direction: E	

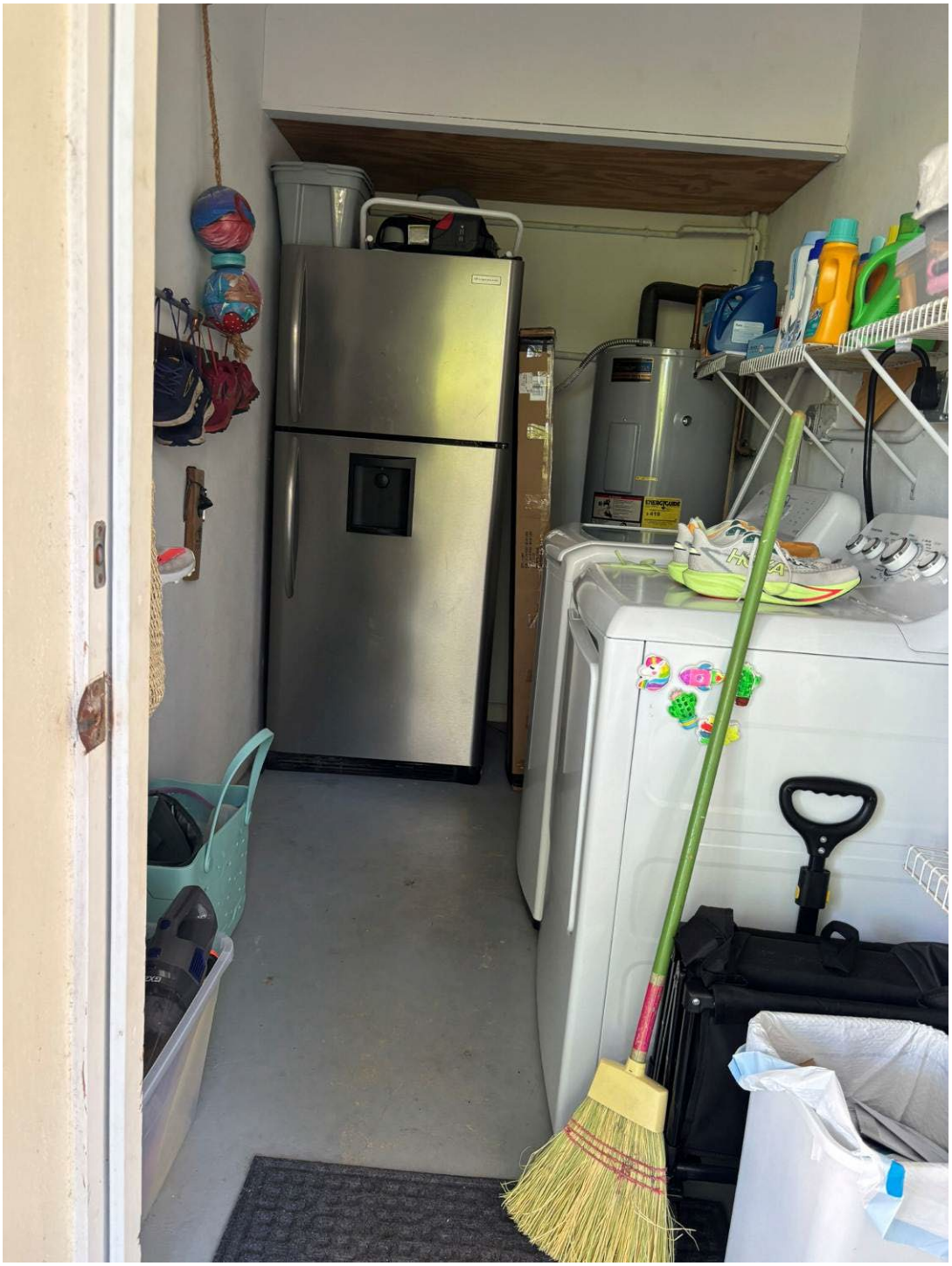


Photo Number: 7	Laundry facility within the building interior. No storage of hazardous substances or petroleum products observed.
Photo date: 6/16/2026	
Direction: N/A	



Photo Number: 8	Interior view of residential unit within the building.
Photo date: 6/16/2026	
Direction: N/A	

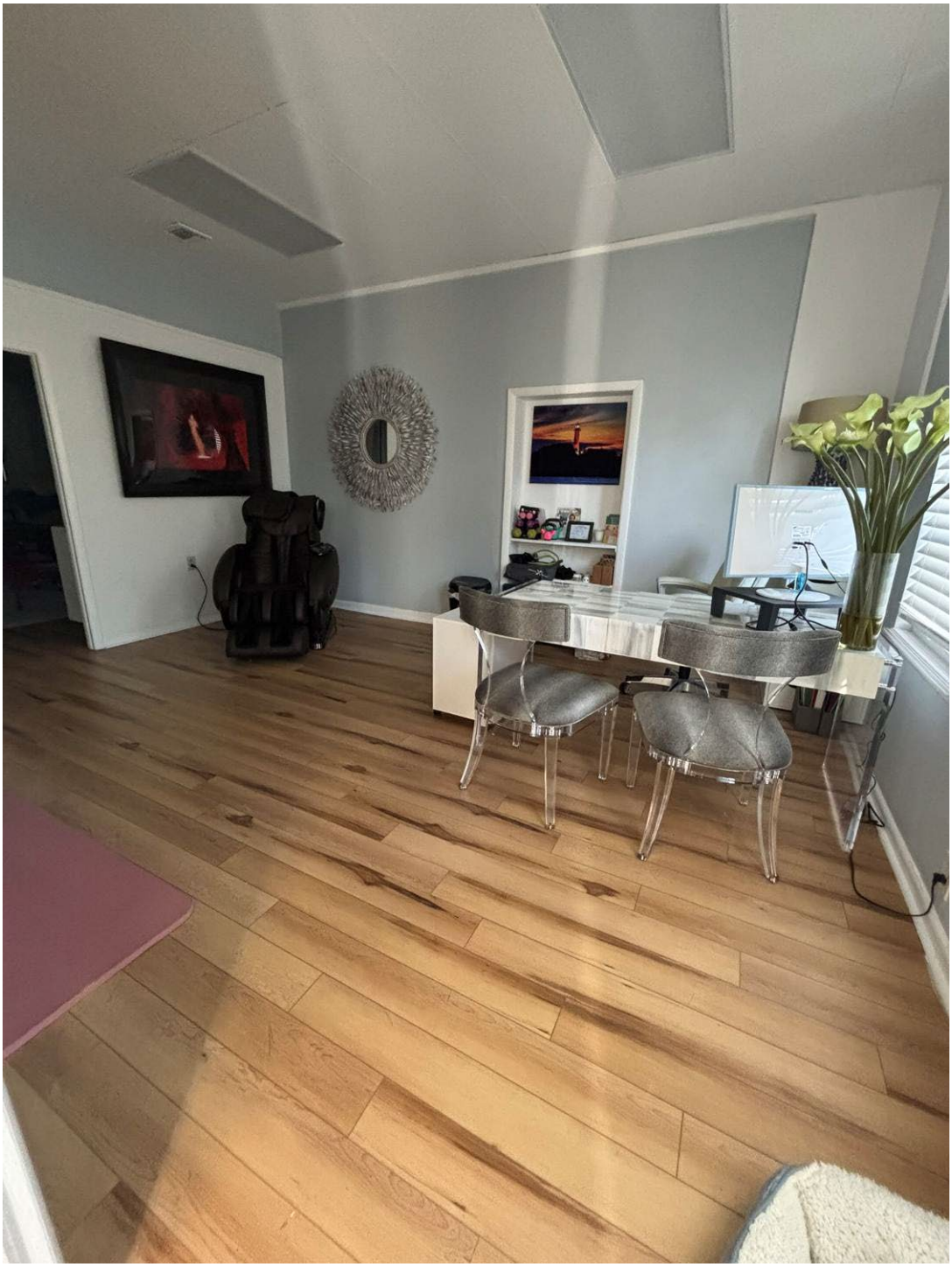


Photo Number: 9	Interior view of the occupational therapy business.
Photo date: 6/16/2026	
Direction: N/A	

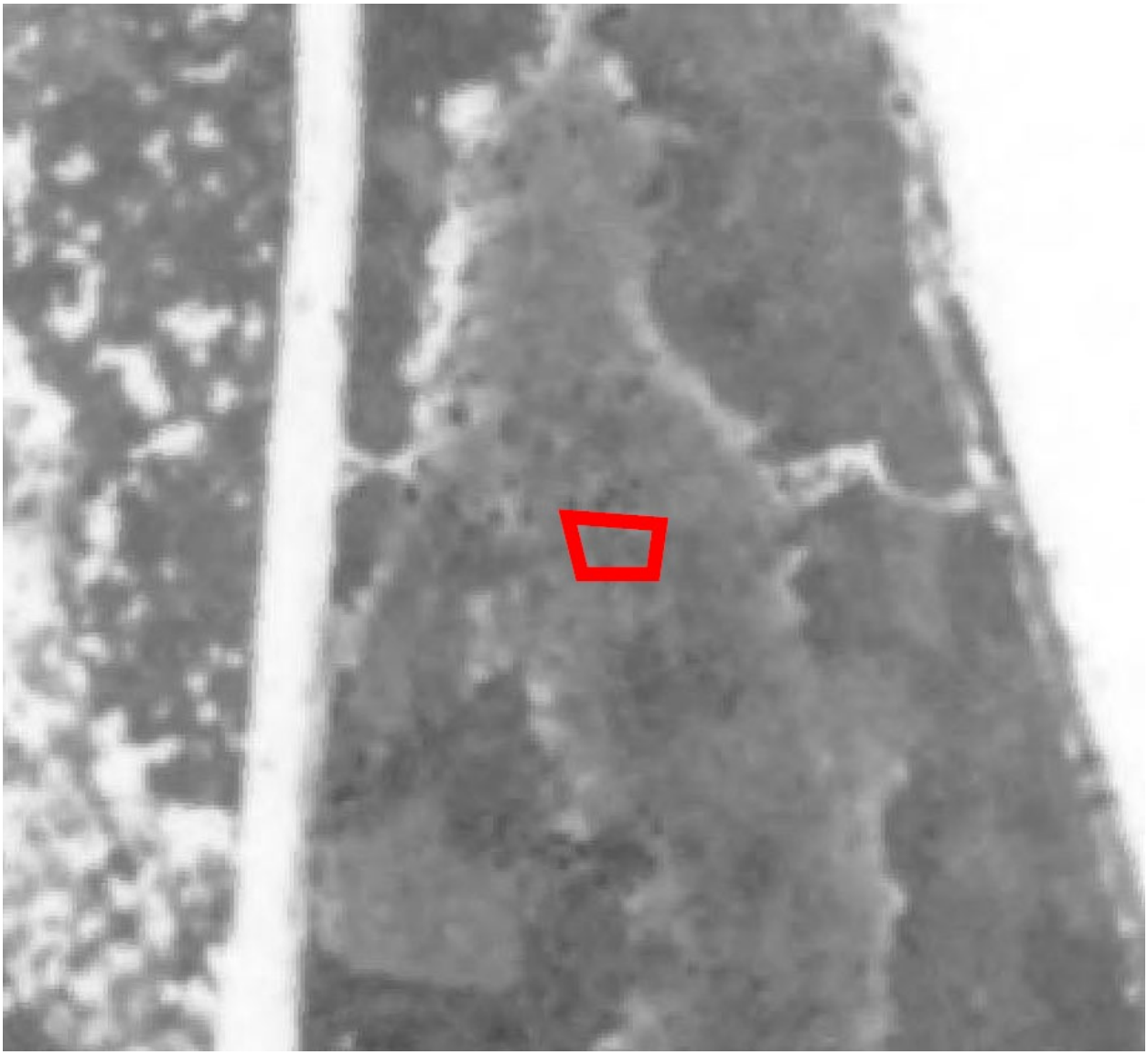


Photo Number: 10	Interior view of the attorney's office.
Photo date: 6/16/2026	
Direction: N/A	

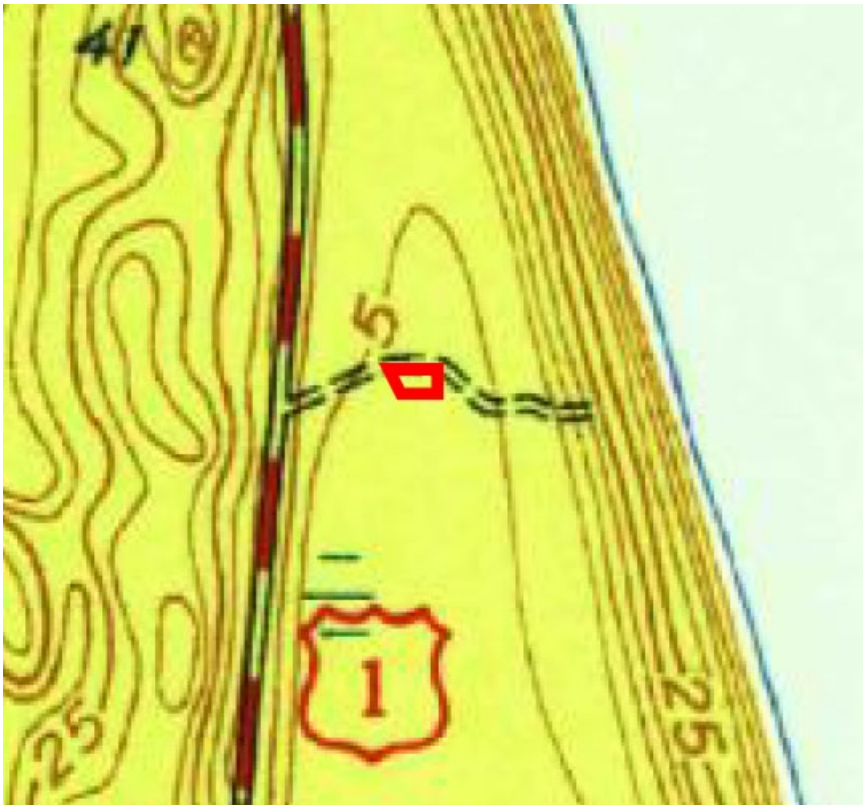
Appendix D: Historical Aerial Photographs, Fire Insurance Maps, and Topographic Maps

Due to poor georeferencing and other sources of error in historical records, the property limits may not be precise.

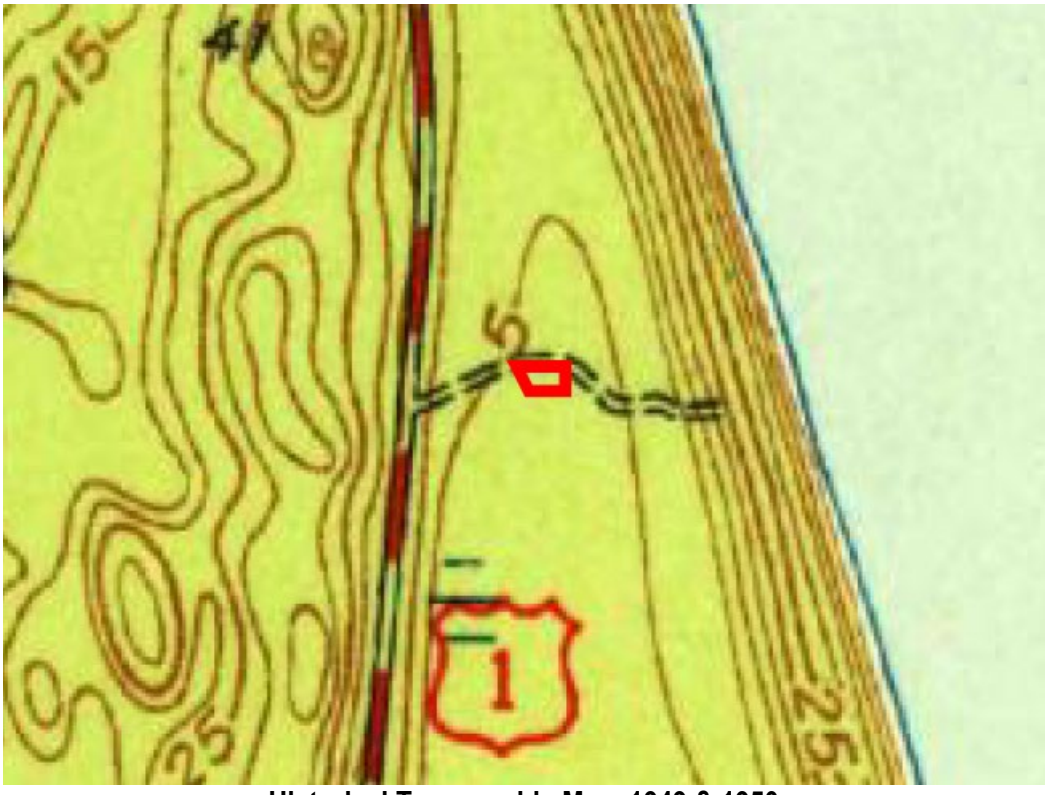
Fire insurance maps are not available for this area.



1940 aerial photograph
(source: EDR, 2026)



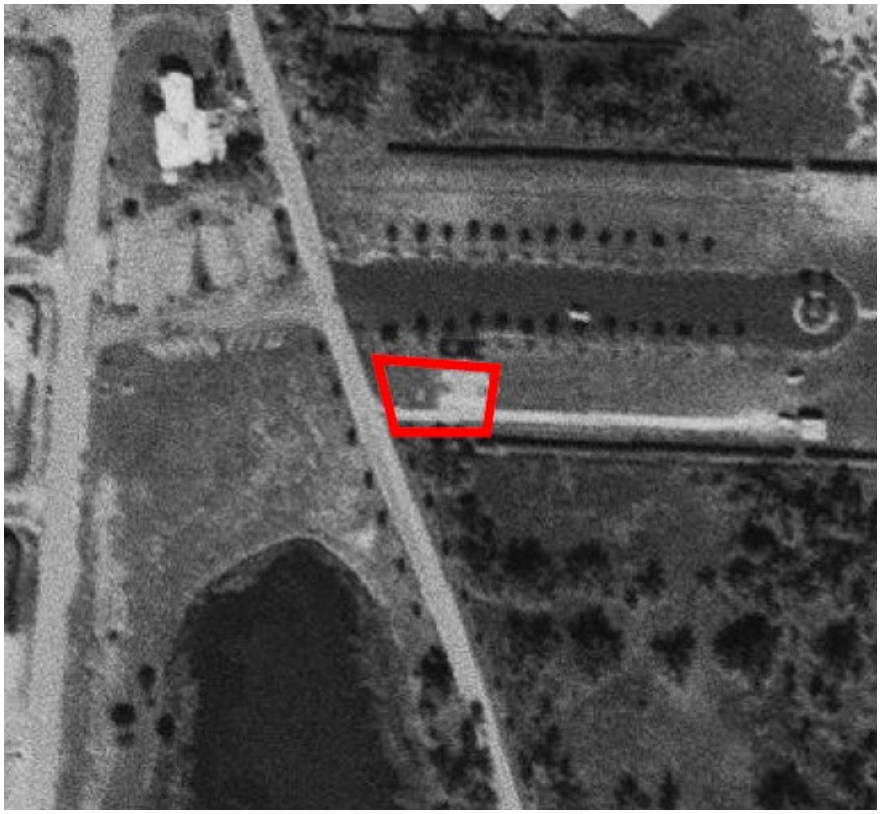
Historical Topographic Map, 1946 & 1948
(source: EDR 2023)



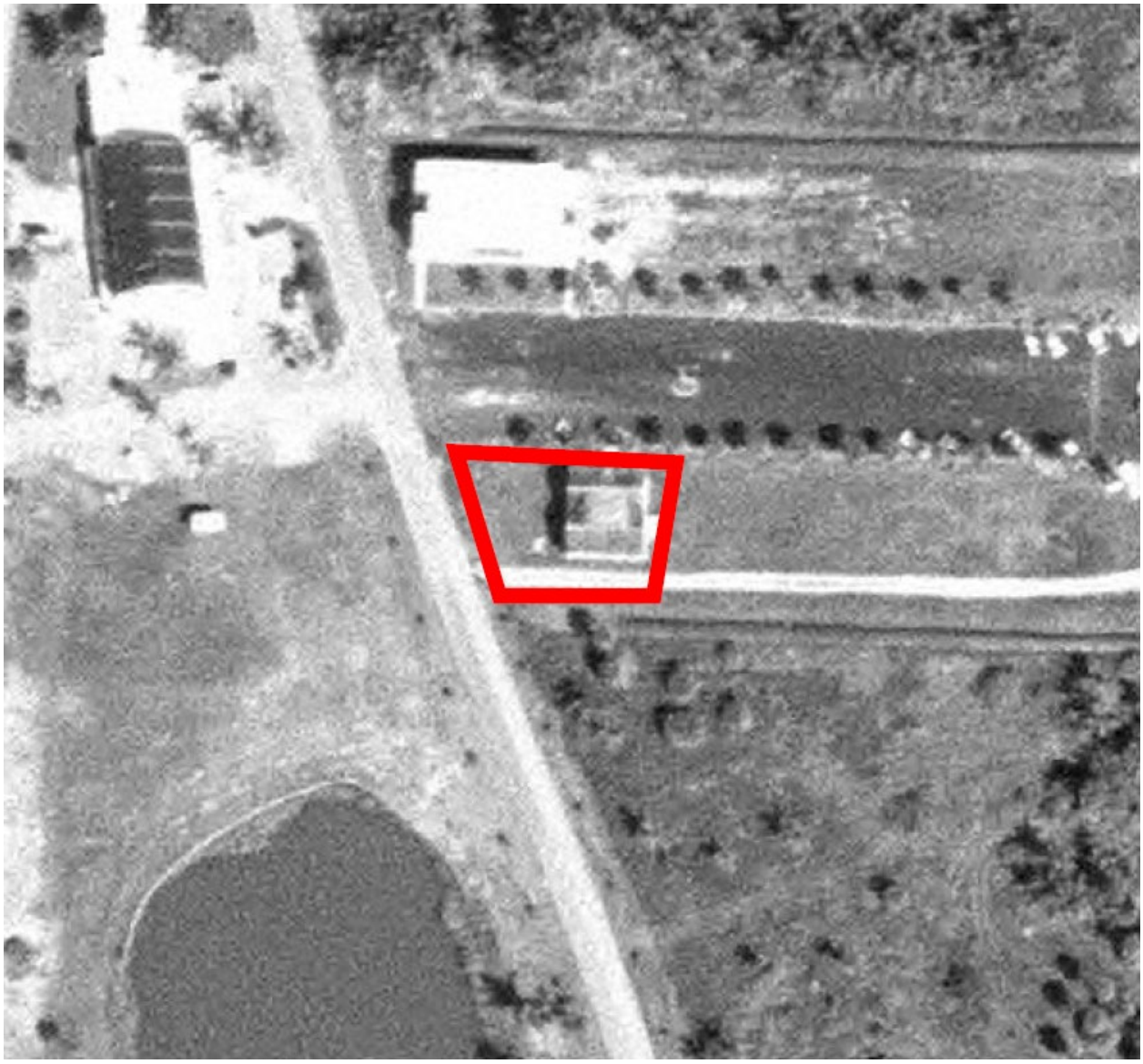
Historical Topographic Map, 1949 & 1950
(source: EDR 2026)



1953 aerial photograph
(source: EDR, 2026)



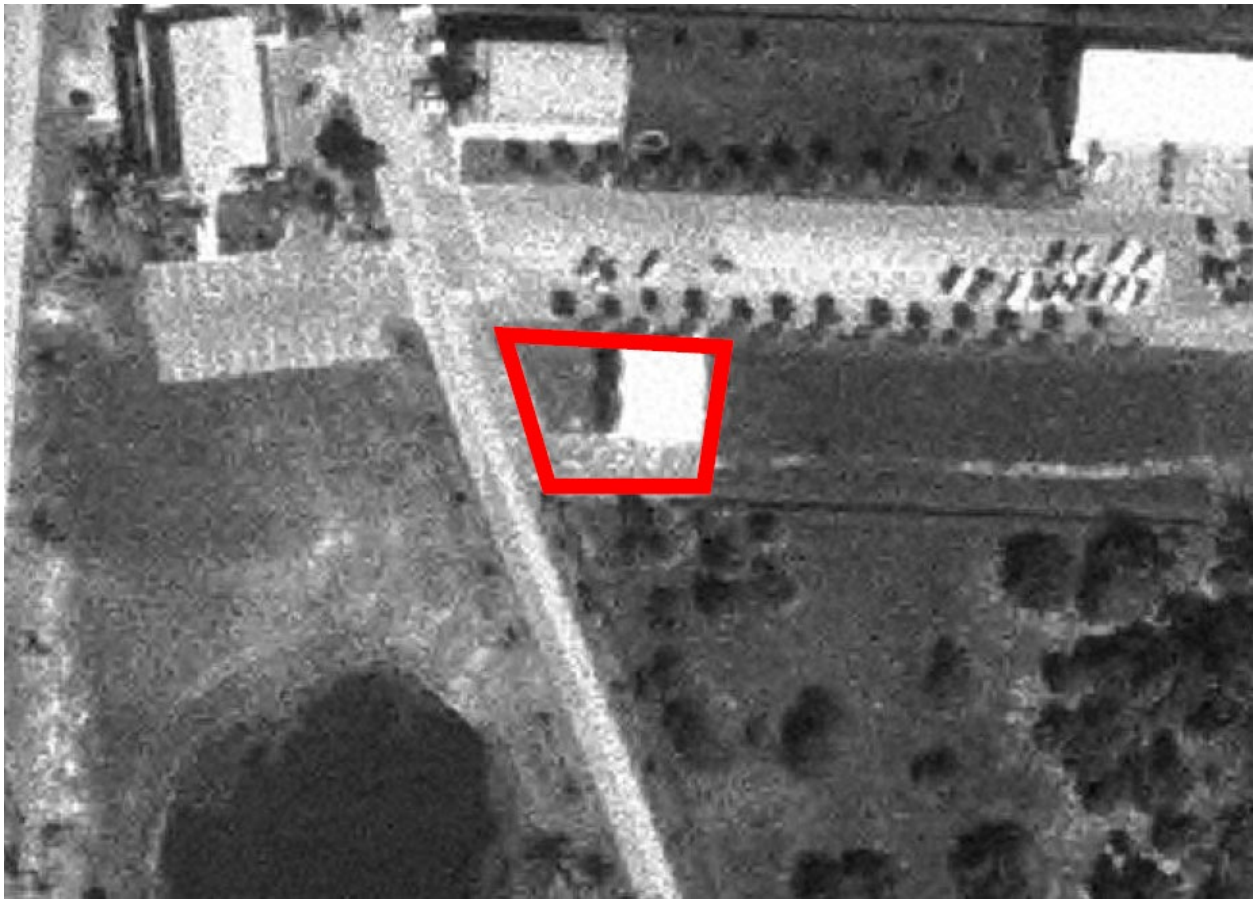
1957 aerial photograph
(source: EDR, 2026)



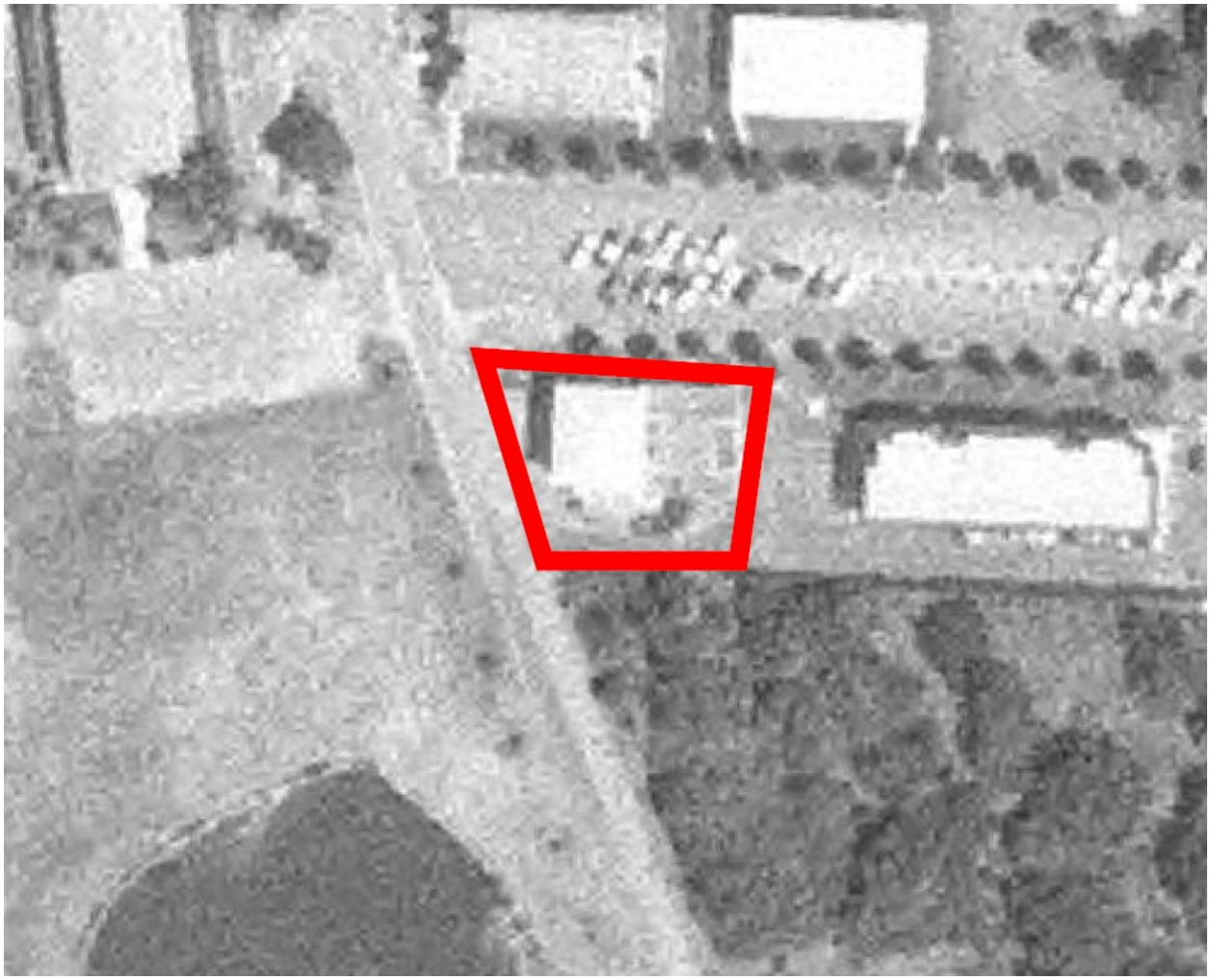
1964 aerial photograph
(source: EDR, 2026)



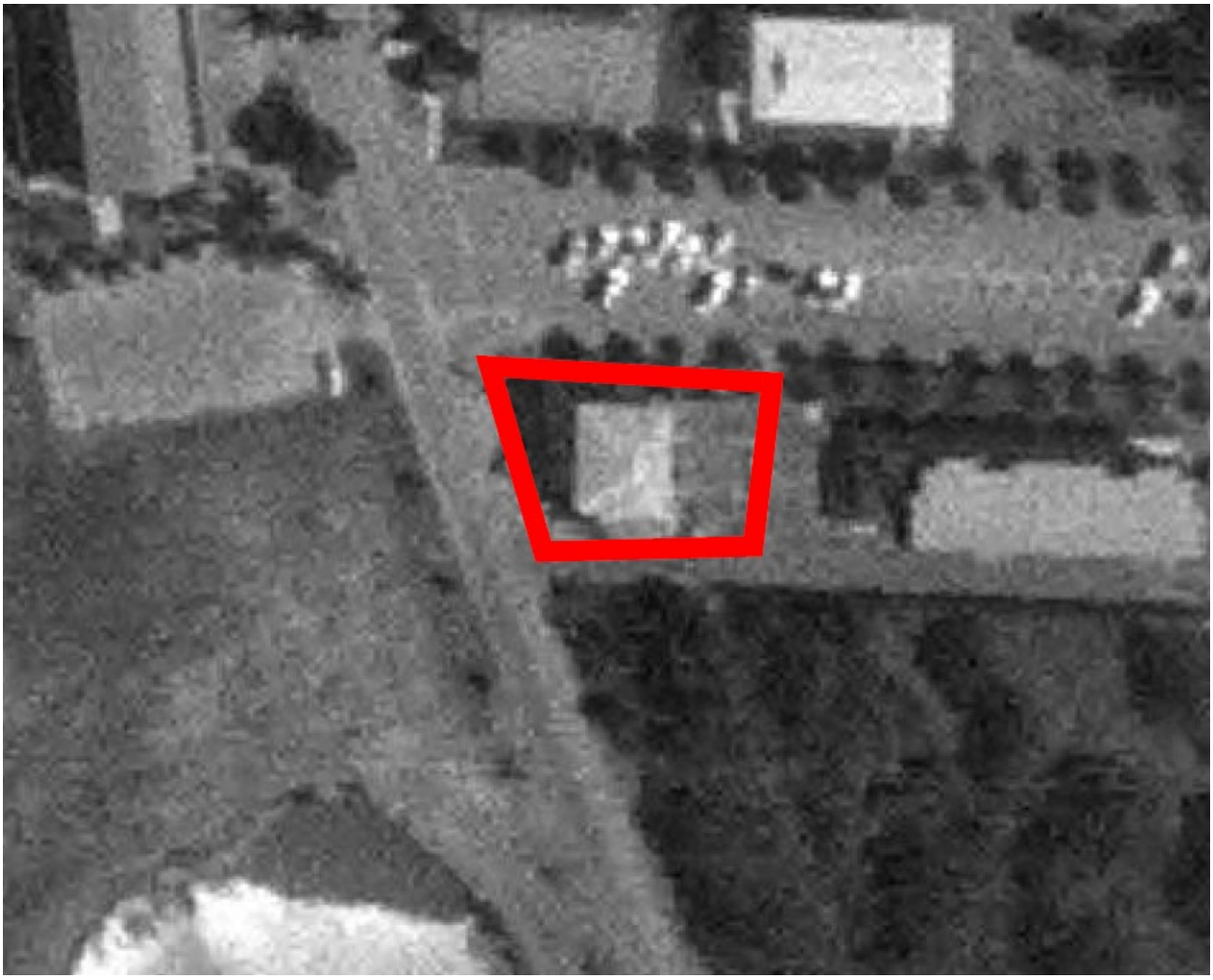
Historical Topographic Map, 1949 & 1950
(source: EDR 2026)



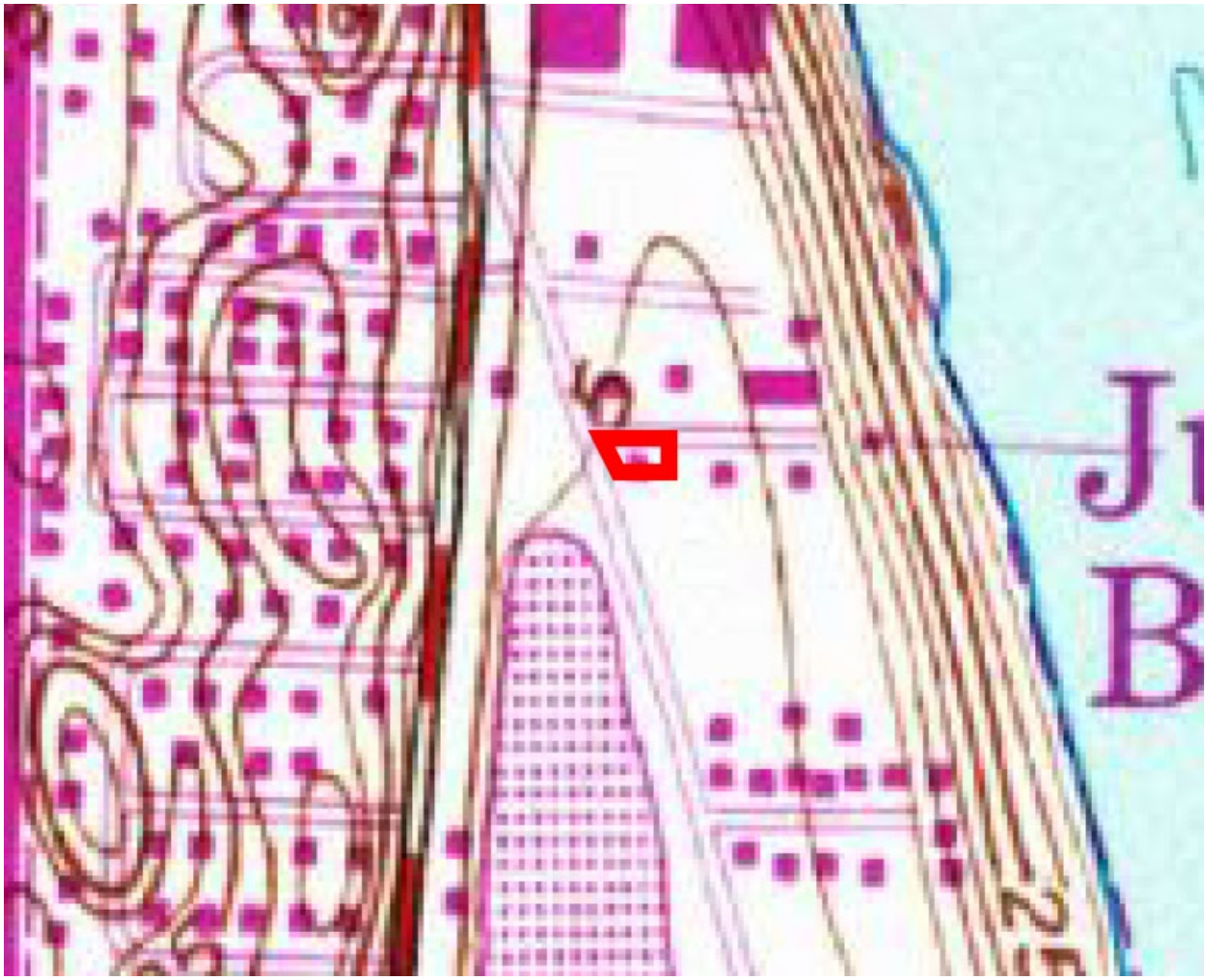
1969 aerial photograph
(source: EDR, 2026)



1973 aerial photograph
(source: EDR, 2026)



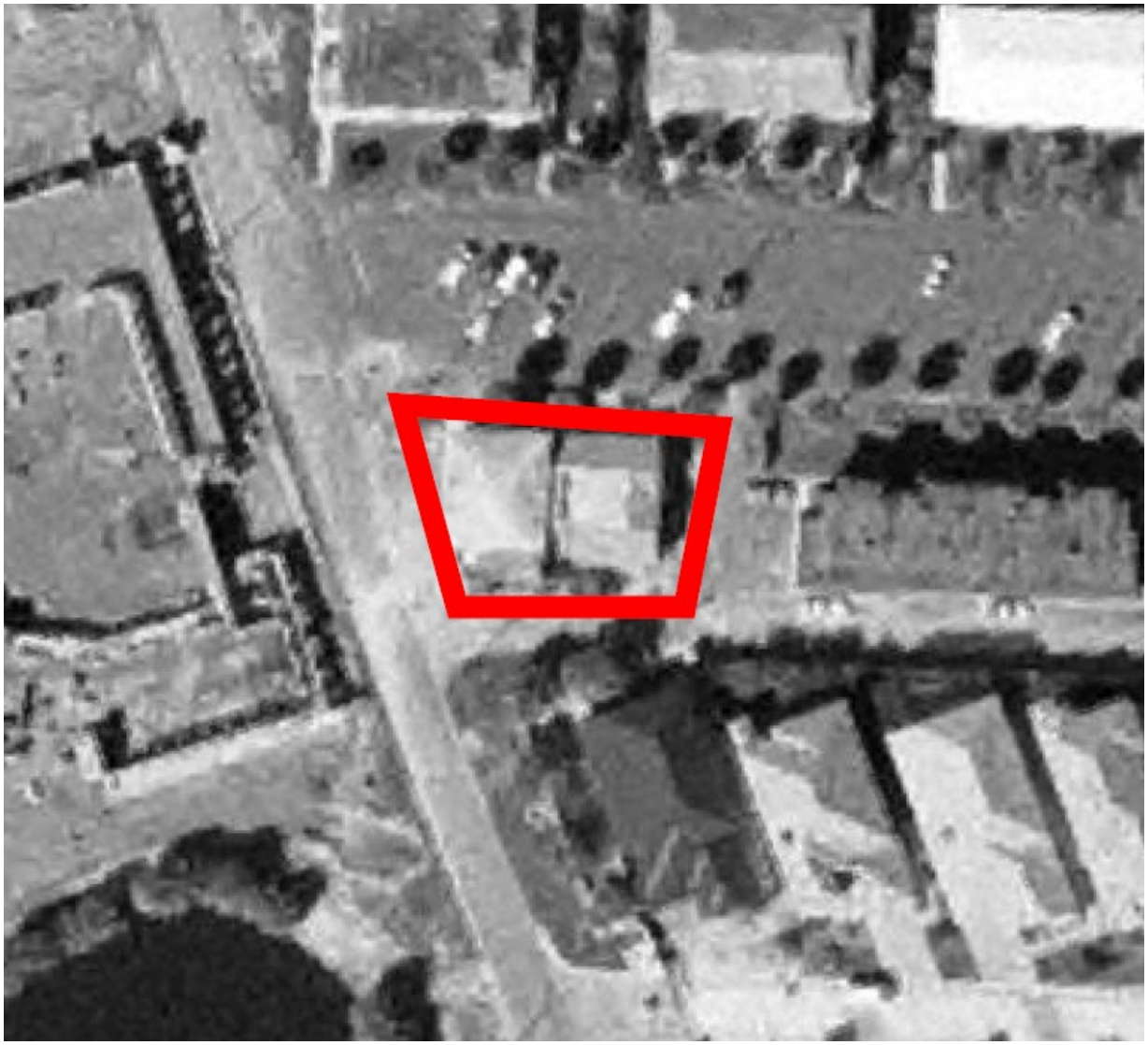
1975 aerial photograph
(source: EDR, 2026)



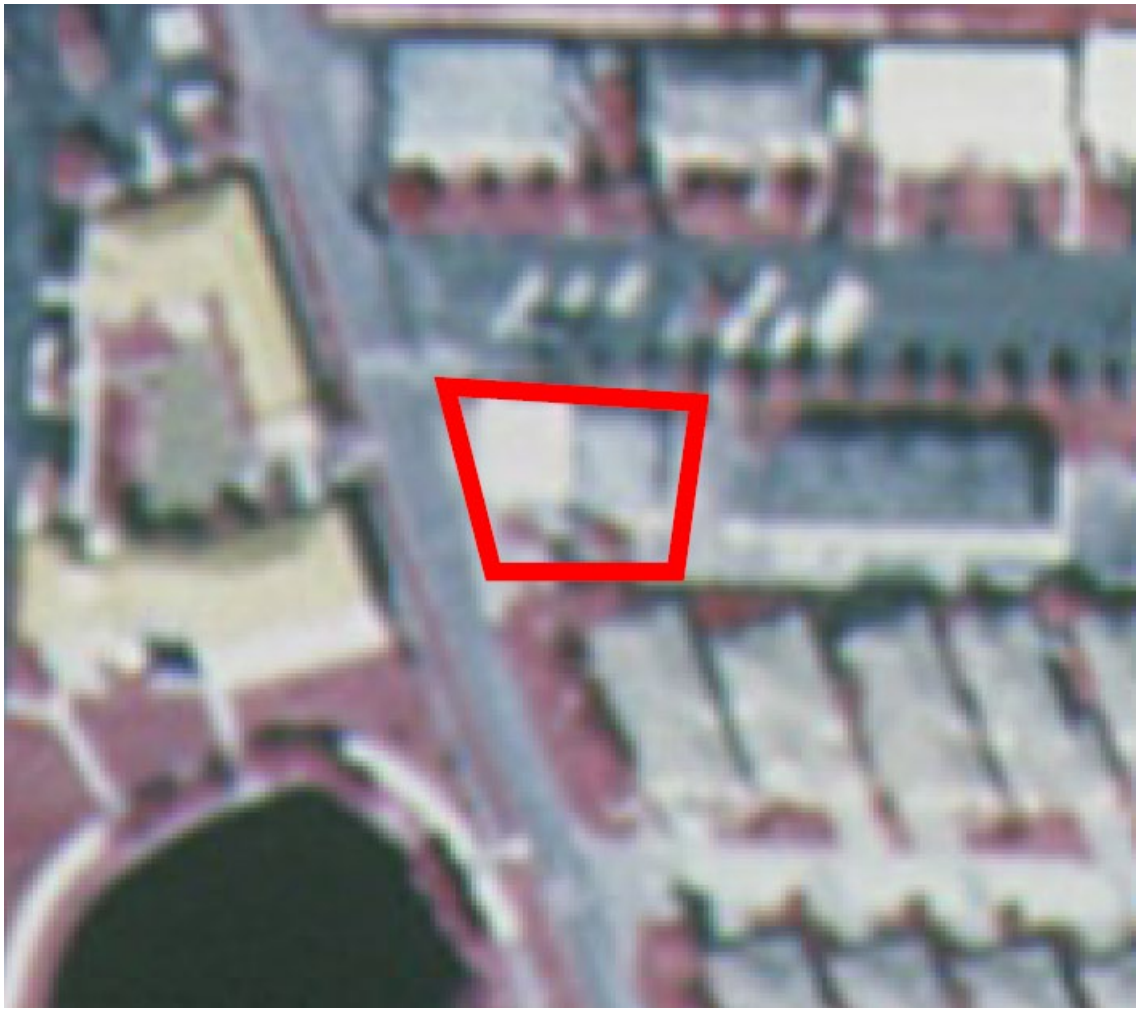
Historical Topographic Map, 1983
(source: EDR 2026)



1986 aerial photograph
(source: EDR, 2026)



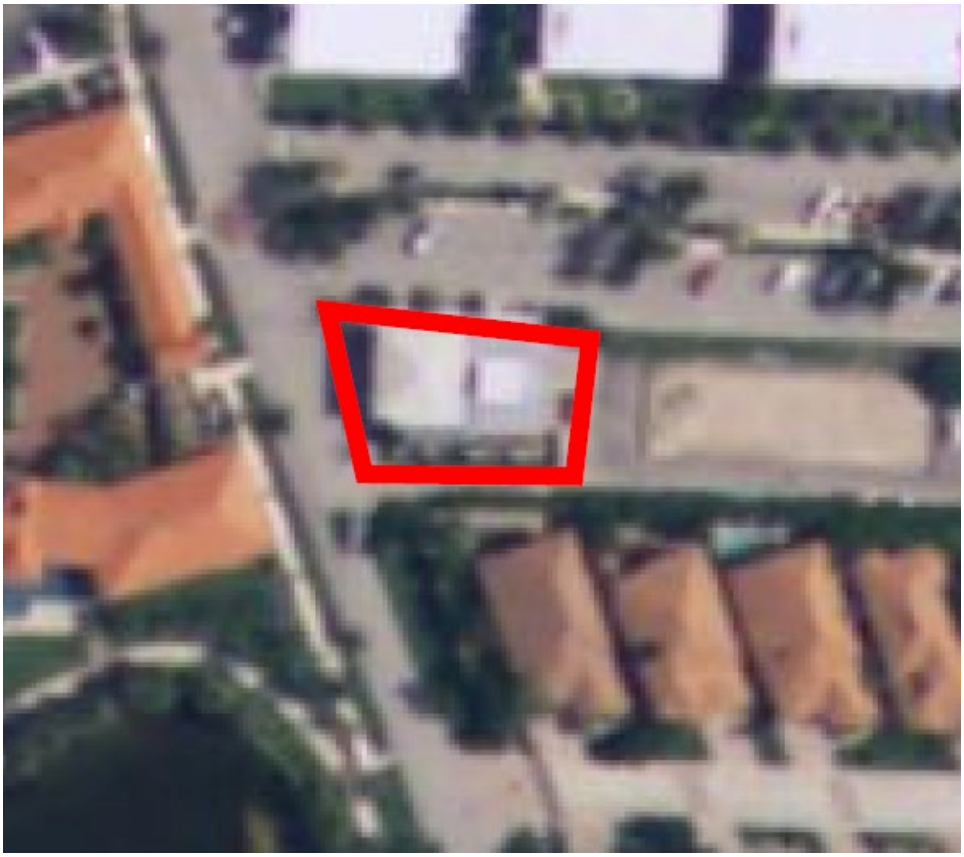
1991 aerial photograph
(source: EDR, 2026)



1995 aerial photograph
(source: EDR, 2026)



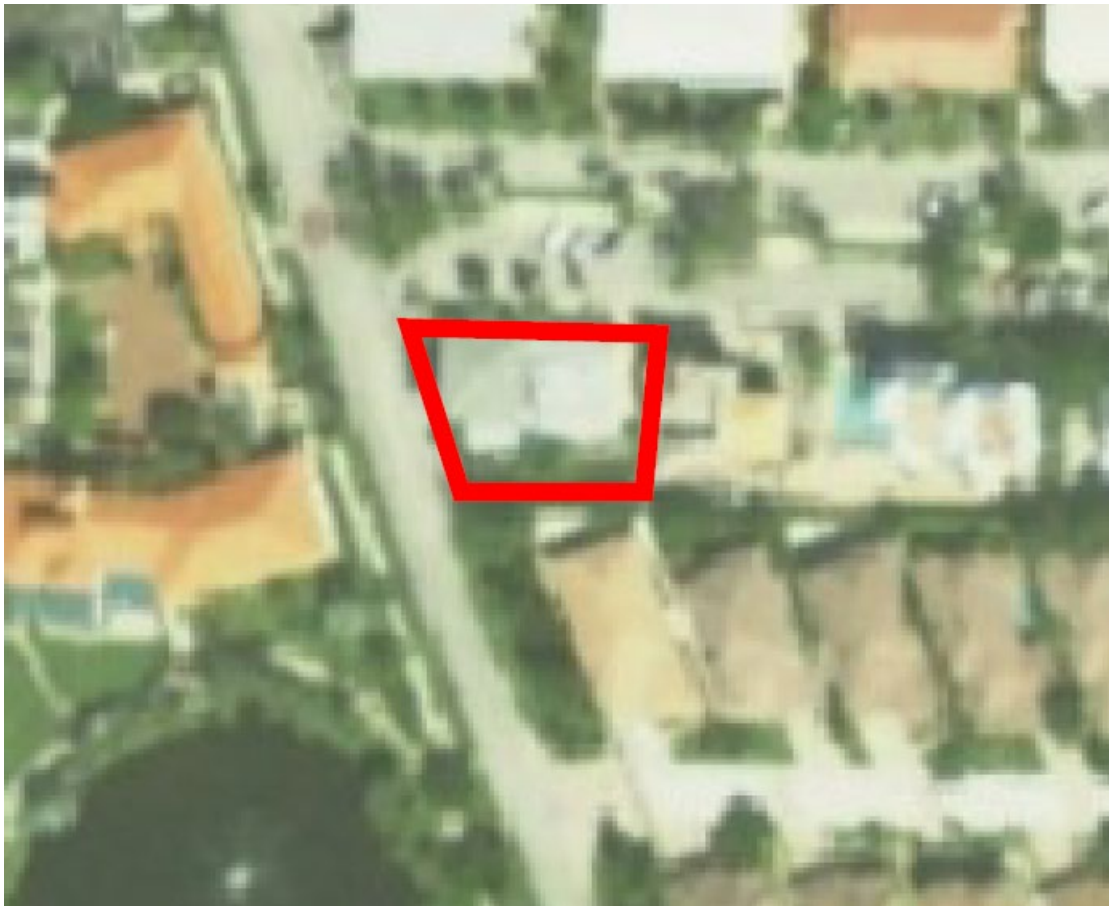
1999 aerial photograph
(source: EDR, 2026)



2007 aerial photograph
(source: EDR, 2026)



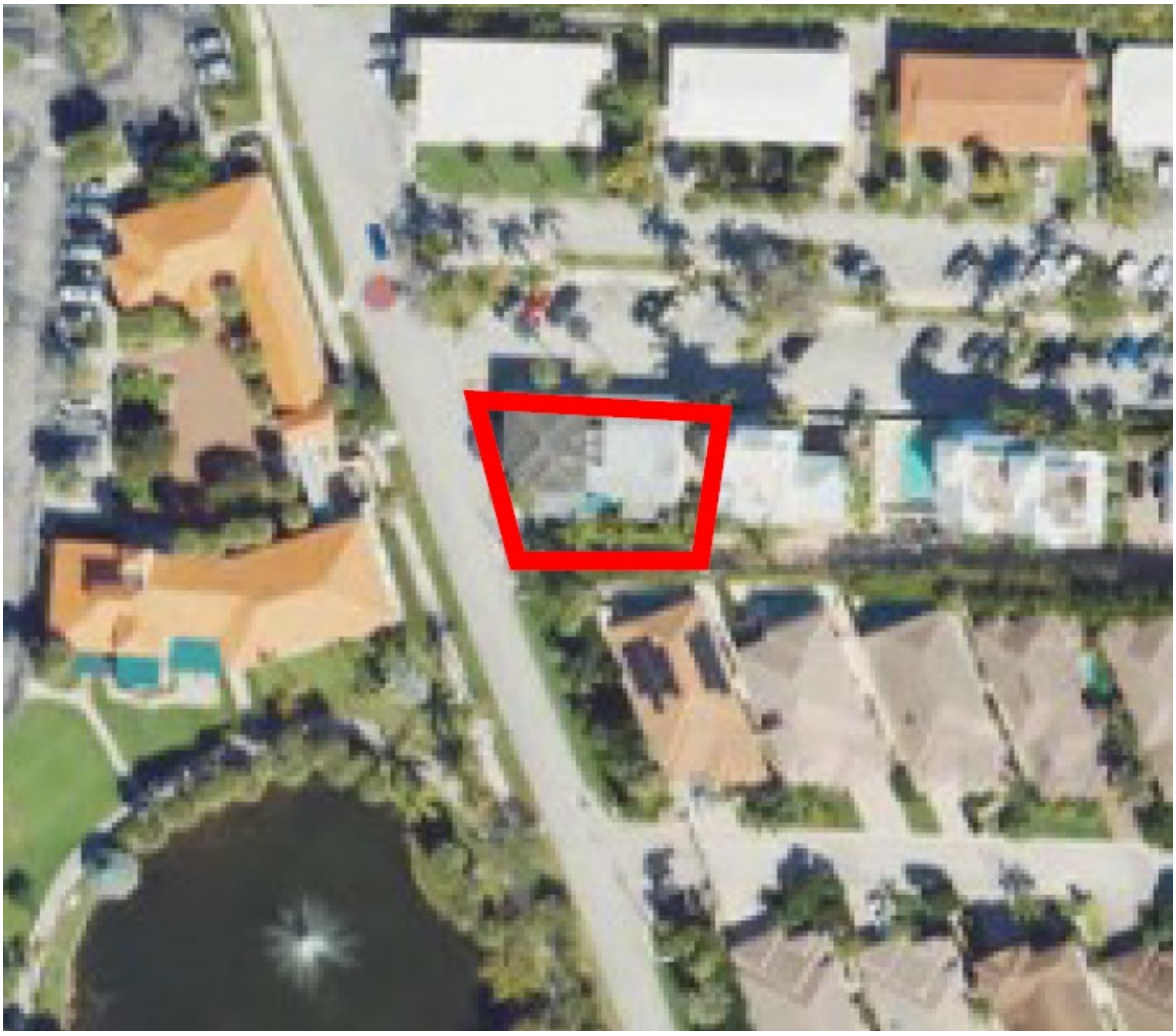
2010 aerial photograph
(source: EDR, 2026)



2015 aerial photograph
(source: EDR, 2026)



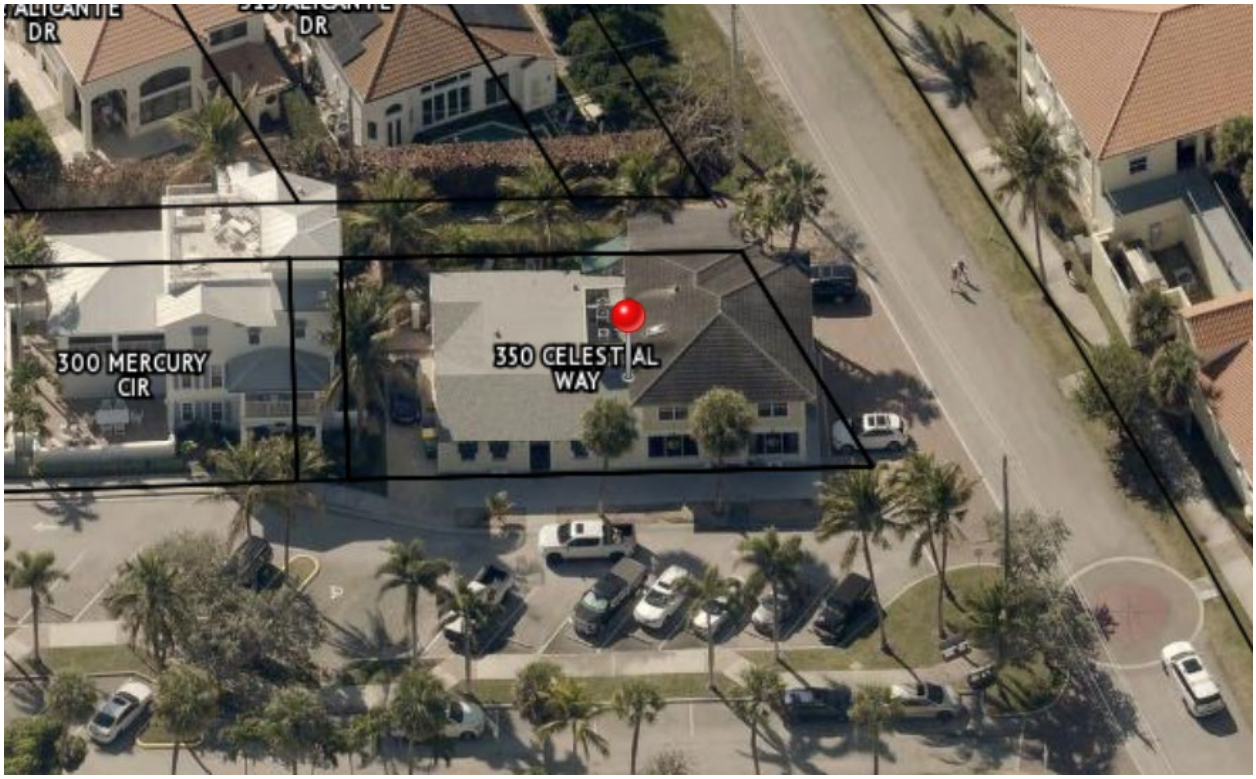
2019 aerial photograph
(source: EDR, 2026)



2023 aerial photograph
(source: EDR, 2026)

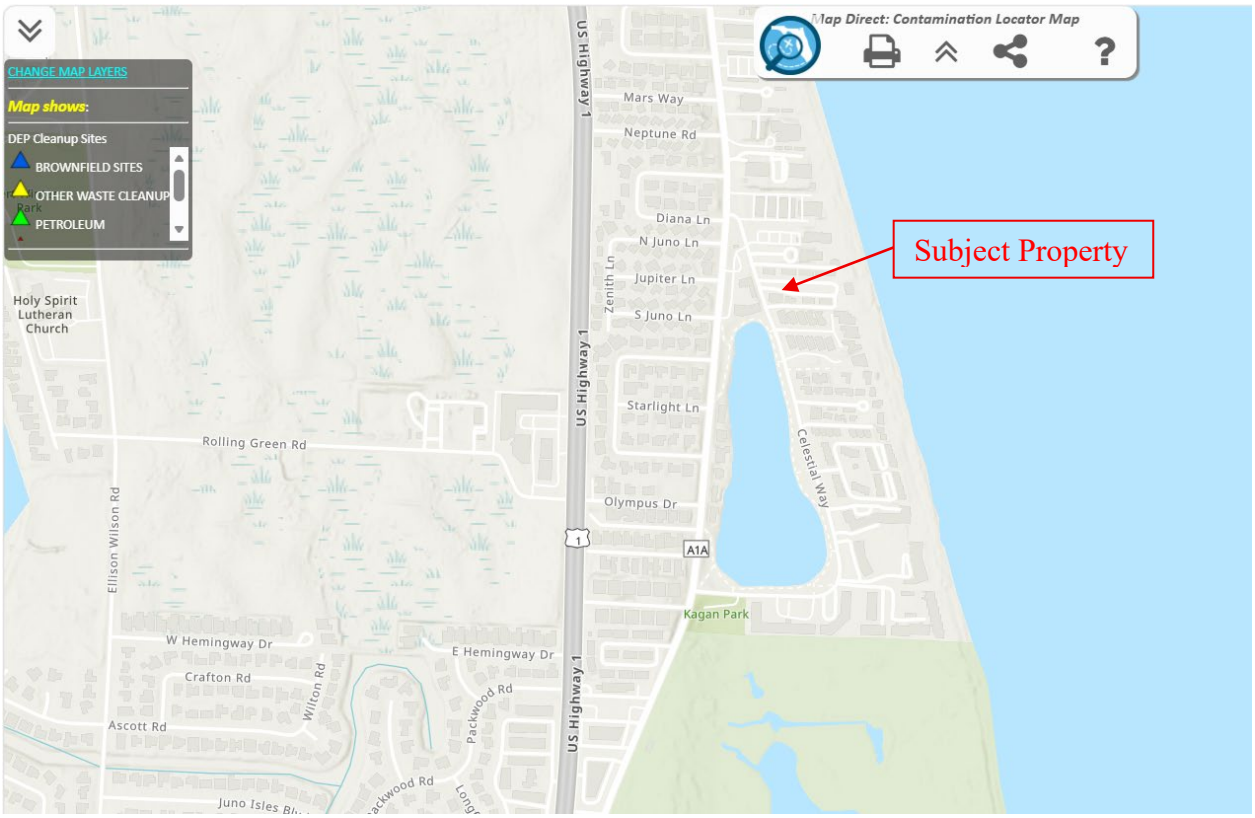


2025 aerial photograph
(source: EDR, 2026)

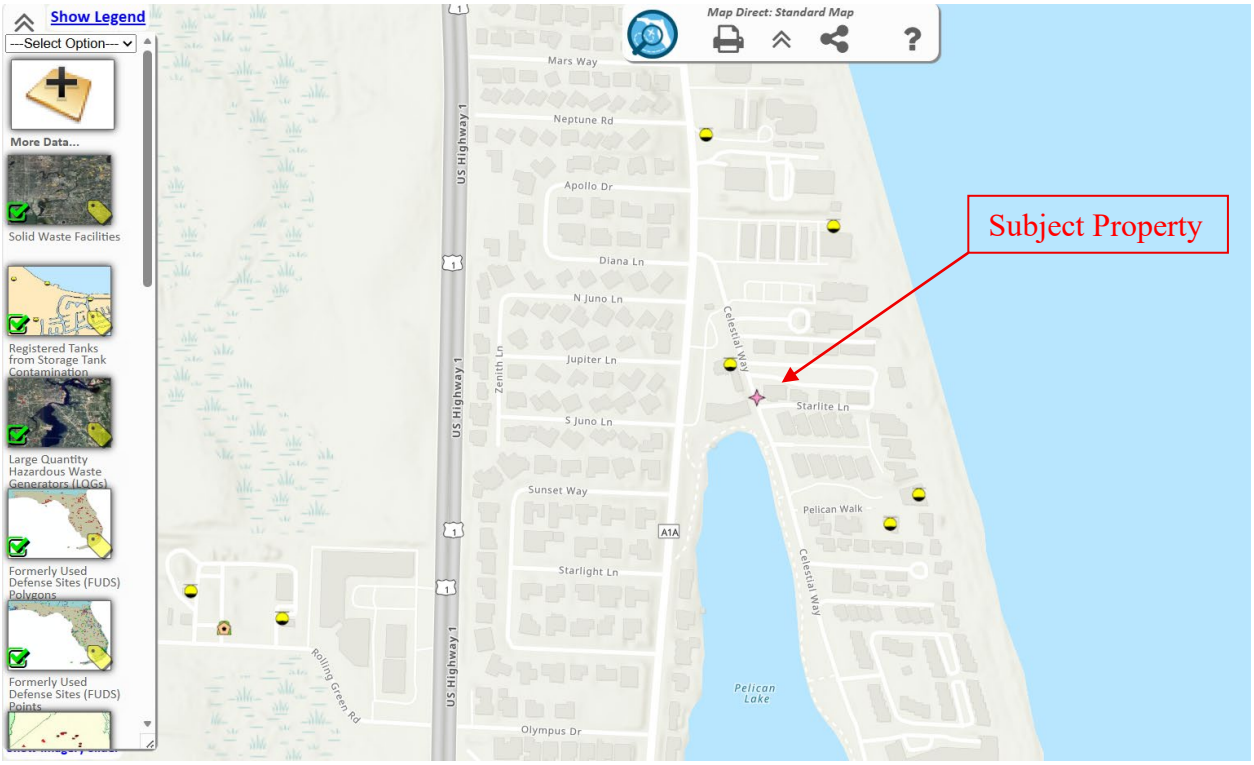


c. 2026 aerial photograph, oblique, view to south
(source: Palm Beach County property appraiser's website)

Appendix E: Government Agency File Review and Search Report



FDEP Contamination Locator Map
No sites in this area
(source: FDEP Map Direct, 6/16/2026)



FDEP Map Direct, Division of Waste Management Layers
(source: FDEP Map Direct, 6/16/2026)

FDEP List of Known Cattle Dip Vats in the County
None in this County.
Source: FDEP https://floridadep.gov/waste/district-business-support/documents/cattle-dipping-vats-florida

Celestial Way
350 CELESTIAL WAY
North Palm Beach, FL 33408

Inquiry Number: 8378739.2s
June 16, 2026

EDR Summary Radius Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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LIGHTBOX LIVE

Open LightBox Live to access data, tools, and advanced analytics in one online platform.

http://www.web.edrnet.com/ordering/switchboard/login.aspx?s=goto_lightbox&pguid=D426B36C-FDFE-4634-91C3-3AC822131AA6

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 23), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

350 CELESTIAL WAY
NORTH PALM BEACH, FL 33408

COORDINATES

Latitude (North):	26.8719340 - 26° 52' 18.96''
Longitude (West):	80.0516250 - 80° 3' 5.85''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	594203.9
UTM Y (Meters):	2972436.8
Elevation:	2 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property:	TP
Source:	U.S. Geological Survey

Target Property:	N
Source:	U.S. Geological Survey

AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year:	2023
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
350 CELESTIAL WAY
NORTH PALM BEACH, FL 33408

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	JOSE L OJEA	380 CELESTIAL # 2	HAZ WASTE	Higher	131, 0.025, NNW
A2	JUNO OCEAN CLUB	450 OCEAN DR	UST FINDER	Higher	487, 0.092, North
A3	JUNO OCEAN CLUB	450 OCEAN DR	UST	Higher	487, 0.092, North
B4	PELICAN WALK CONDOMI	290 CELESTIAL WAY	UST FINDER	Higher	518, 0.098, SE
B5	PELICAN WALK CONDOMI	290 CELESTIAL WAY	UST, Financial Assurance	Higher	518, 0.098, SE
B6	LIVENGOOD PROPERTY	280 CELESTIAL WAY	UST FINDER RELEASE	Higher	545, 0.103, SE
B7	LIVENGOOD PROPERTY	280 CELESTIAL WAY	LUST, UST, DWM CONTAM	Higher	545, 0.103, SE
8	CASA JUNO MOTEL	530 OCEAN DR	AST	Higher	914, 0.173, North
C9	HORIZON CONDOMINIUM	600 OCEAN DR	UST FINDER	Higher	1272, 0.241, North
C10	HORIZON CONDOMINIUM	600 OCEAN DR	UST, AST	Higher	1272, 0.241, North
11	JUNO BEACH TOWN - MA	685 ROLLING GREEN RD	SWF/LF, Financial Assurance	Higher	1762, 0.334, WSW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: A review of the SWF/LF list, as provided by EDR, has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
JUNO BEACH TOWN - MA	***685 ROLLING GREEN RD***	***WSW 1/4 - 1/2 (0.334 mi.)***	***11***	***10***
Database: SWF/LF, Date of Government Version: 01/05/2026				
Facility-Site Id: 104756				
Class Status: INACTIVE(I)				

Lists of state and tribal leaking storage tanks

LUST: A review of the LUST list, as provided by EDR, and dated 01/22/2026 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LIVENGOOD PROPERTY	***280 CELESTIAL WAY***	***SE 0 - 1/8 (0.103 mi.)***	***B7***	***9***
Discharge Cleanup Status: NFA - NFA COMPLETE				
Facility Status: CLOSED				
Facility-Site Id: 9808867				

EXECUTIVE SUMMARY

Lists of state and tribal registered storage tanks

UST: A review of the UST list, as provided by EDR, has revealed that there are 4 UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
JUNO OCEAN CLUB	450 OCEAN DR	N 0 - 1/8 (0.092 mi.)	A3	8
Database: UST, Date of Government Version: 04/15/2026 Tank Status: B-Removed from Site Facility-Site Id: 9601232 Facility Status: CLOSED				
PELICAN WALK CONDOMI	***290 CELESTIAL WAY***	***SE 0 - 1/8 (0.098 mi.)***	***B5***	***8***
Database: UST, Date of Government Version: 04/15/2026 Tank Status: B-Removed from Site Facility-Site Id: 9601239 Facility Status: CLOSED				
LIVENGOOD PROPERTY	***280 CELESTIAL WAY***	***SE 0 - 1/8 (0.103 mi.)***	***B7***	***9***
Database: UST, Date of Government Version: 04/15/2026 Tank Status: B-Removed from Site Facility-Site Id: 9808867 Facility Status: CLOSED				
HORIZON CONDOMINIUM	***600 OCEAN DR***	***N 1/8 - 1/4 (0.241 mi.)***	***C10***	***10***
Database: UST, Date of Government Version: 04/15/2026 Tank Status: B-Removed from Site Facility-Site Id: 9601229 Facility Status: OPEN				

AST: A review of the AST list, as provided by EDR, has revealed that there are 2 AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CASA JUNO MOTEL	530 OCEAN DR	N 1/8 - 1/4 (0.173 mi.)	8	9
Database: AST, Date of Government Version: 04/15/2026 Facility-Site Id: 8943686 Facility Status: OPEN Facility Status: OPEN				
HORIZON CONDOMINIUM	***600 OCEAN DR***	***N 1/8 - 1/4 (0.241 mi.)***	***C10***	***10***
Database: AST, Date of Government Version: 04/15/2026 Facility-Site Id: 9601229 Facility Status: OPEN Facility Status: OPEN				

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

UST FINDER: A review of the UST FINDER list, as provided by EDR, and dated 11/21/2025 has revealed that there are 3 UST FINDER sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
JUNO OCEAN CLUB	450 OCEAN DR	N 0 - 1/8 (0.092 mi.)	A2	8
PELICAN WALK CONDOMI	290 CELESTIAL WAY	SE 0 - 1/8 (0.098 mi.)	B4	8
HORIZON CONDOMINIUM	600 OCEAN DR	N 1/8 - 1/4 (0.241 mi.)	C9	10

UST FINDER RELEASE: A review of the UST FINDER RELEASE list, as provided by EDR, and dated 11/21/2025 has revealed that there is 1 UST FINDER RELEASE site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LIVENGOOD PROPERTY	280 CELESTIAL WAY	SE 0 - 1/8 (0.103 mi.)	B6	9

DWM CONTAM: A review of the DWM CONTAM list, as provided by EDR, and dated 03/10/2026 has revealed that there is 1 DWM CONTAM site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LIVENGOOD PROPERTY Program Site Id: 9808867	***280 CELESTIAL WAY***	***SE 0 - 1/8 (0.103 mi.)***	***B7***	***9***

HAZ WASTE: A review of the HAZ WASTE list, as provided by EDR, and dated 02/09/2026 has revealed that there is 1 HAZ WASTE site within approximately 0.25 miles of the target property.

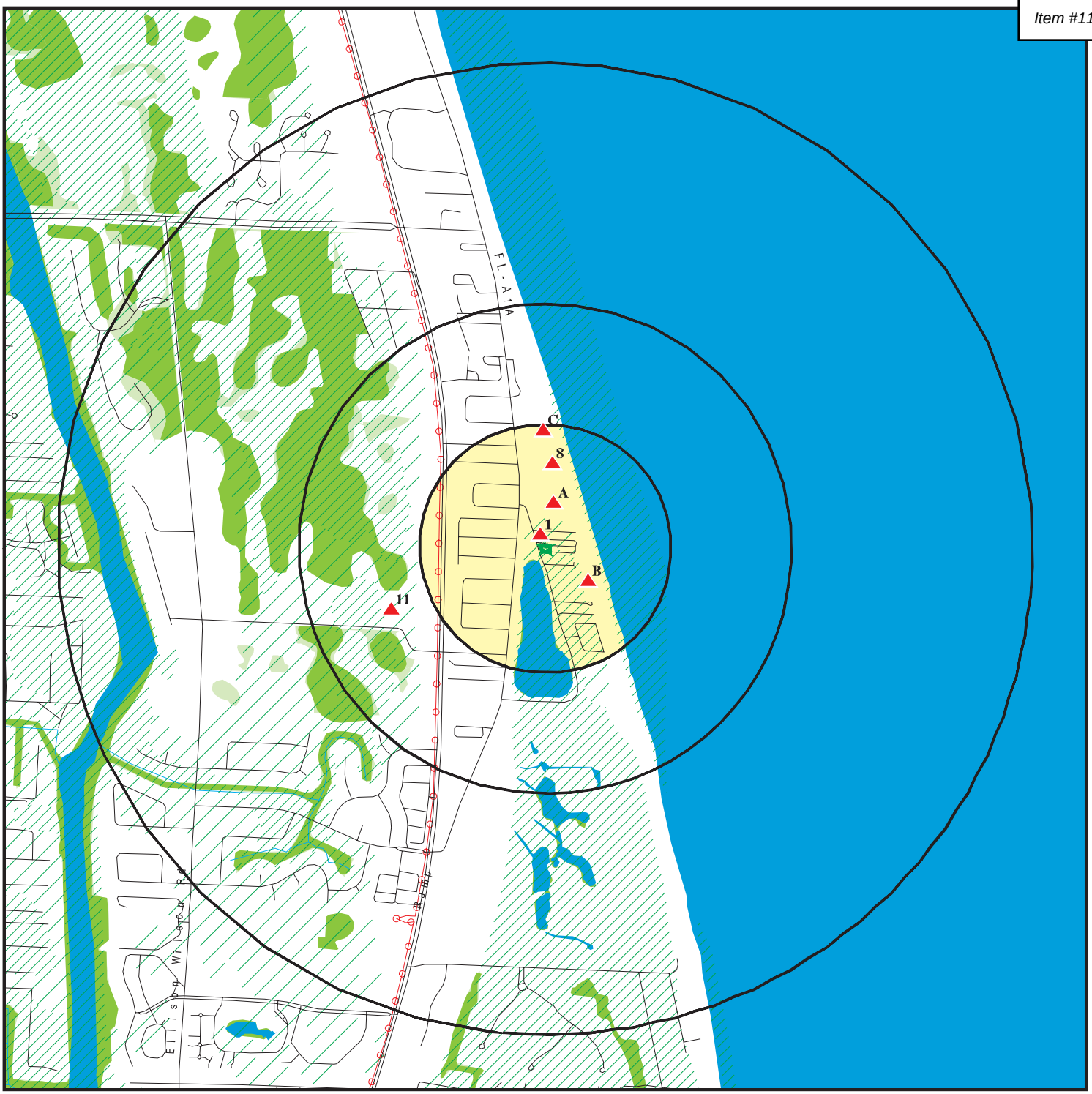
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
JOSE L OJEA	380 CELESTIAL # 2	NNW 0 - 1/8 (0.025 mi.)	1	8

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
		NO SITES FOUND			

OVERVIEW MAP - 8378739.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands
- FL Brownfield

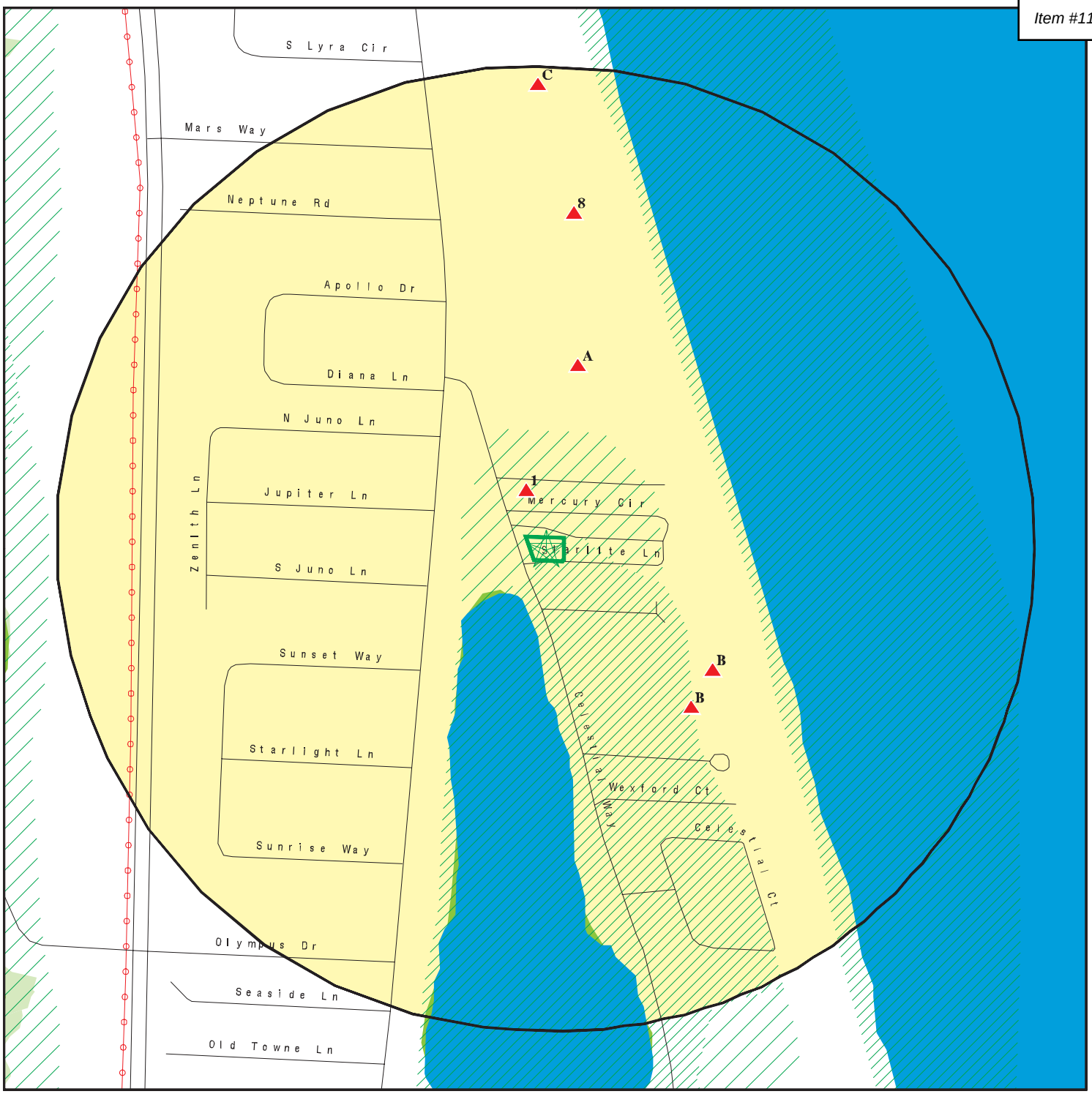
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Celestial Way	CLIENT: Wantman Group Inc
ADDRESS: 350 CELESTIAL WAY North Palm Beach FL 33408	CONTACT: Derek Lee
LAT/LONG: 26.871934 / 80.051625	INQUIRY #: 8378739.2s DATE: June 16, 2026 9:38 am

1345

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DETAIL MAP - 8378739.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands
- FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Celestial Way	CLIENT:	Wantman Group Inc
ADDRESS:	350 CELESTIAL WAY North Palm Beach FL 33408	CONTACT:	Derek Lee
LAT/LONG:	26.871934 / 80.051625	INQUIRY #:	8378739.2s
		DATE:	June 16, 2026 9:40 am

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
RCRA CONTROLS	0.500		0	0	0	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
SHWS	1.000		0	0	0	0	NR	0
Lists of state and tribal landfills and solid waste disposal facilities								
SWF/LF	0.500		0	0	1	NR	NR	1
Lists of state and tribal leaking storage tanks								
LUST	0.500		1	0	0	NR	NR	1

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FF TANKS	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		3	1	NR	NR	NR	4
AST	0.250		0	2	NR	NR	NR	2
INDIAN UST	0.250		0	0	NR	NR	NR	0
TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
PRIORITYCLEANERS	0.500		0	0	0	NR	NR	0
Fl Sites	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 80	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS PROJECT	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
PFAS ECHO FIRE TRAIN	0.250		0	0	NR	NR	NR	0
PFAS PT 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
UST FINDER	0.250		2	1	NR	NR	NR	3
UST FINDER RELEASE	0.500		1	0	0	NR	NR	1
E MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
ABAND AIRFIELDS	0.500		0	0	0	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
ASBESTOS	TP		NR	NR	NR	NR	NR	0
CLEANUP SITES	TP		NR	NR	NR	NR	NR	0
DEDB	0.250		0	0	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
DWM CONTAM	0.500		1	0	0	NR	NR	1
Financial Assurance	TP		NR	NR	NR	NR	NR	0
FL Cattle Dip. Vats	0.250		0	0	NR	NR	NR	0
HAZ WASTE	0.250		1	0	NR	NR	NR	1
HW GEN	0.250		0	0	NR	NR	NR	0
RESP PARTY	0.500		0	0	0	NR	NR	0
SOLCP	TP		NR	NR	NR	NR	NR	0
SITE INV SITES	0.500		0	0	0	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
ERIC WASTE CLEANUP	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	9	4	1	0	0	14

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
1 **NNW** **< 1/8** **0.025 mi.** **131 ft.** **Relative: Higher**	**JOSE L OJEA** **380 CELESTIAL # 2** **JUNO BEACH, FL 33408** **Click here for full text details**	**HAZ WASTE**	**S130024971** **N/A**
A2 **North** **< 1/8** **0.092 mi.** **487 ft.** **Relative: Higher**	**JUNO OCEAN CLUB** **450 OCEAN DR** **JUNO BEACH, FL 33408** **Click here for full text details**	**UST FINDER**	**1028252174** **N/A**
A3 **North** **< 1/8** **0.092 mi.** **487 ft.** **Relative: Higher**	**JUNO OCEAN CLUB** **450 OCEAN DR** **JUNO BEACH, FL 33408** **Click here for full text details** **UST** Facility Status CLOSED Facility-Site Id 9601232 Click here for Florida Oculus	**UST**	**U003111275** **N/A**
B4 **SE** **< 1/8** **0.098 mi.** **518 ft.** **Relative: Higher**	**PELICAN WALK CONDOMINIUM** **290 CELESTIAL WAY** **JUNO BEACH, FL 33408** **Click here for full text details**	**UST FINDER**	**1028252179** **N/A**
B5 **SE** **< 1/8** **0.098 mi.** **518 ft.** **Relative: Higher**	**PELICAN WALK CONDOMINIUM** **290 CELESTIAL WAY** **JUNO BEACH, FL 33408** **Click here for full text details** **UST** Facility Status CLOSED Facility-Site Id 9601239 Click here for Florida Oculus **Financial Assurance** Facility Status CLOSED	**UST** **Financial Assurance**	**U003111281** **N/A**

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
	PELICAN WALK CONDOMINIUM (Continued)		**U003111281**
	Facility ID 9601239		
B6	**LIVENGOOD PROPERTY**	**UST FINDER RELEASE**	**1028961710**
SE	**280 CELESTIAL WAY**		**N/A**
< 1/8	**JUNO BEACH, FL 0**		
0.103 mi.			
545 ft.			
	Click here for full text details		
Relative: Higher			
B7	**LIVENGOOD PROPERTY**	**LUST**	**U004105486**
SE	**280 CELESTIAL WAY**	**UST**	**N/A**
< 1/8	**JUNO BEACH, FL 33408**	**DWM CONTAM**	
0.103 mi.			
545 ft.			
	Click here for full text details		
Relative: Higher			
	LUST		
	Facility Status CLOSED		
	Facility-Site Id 9808867		
	Discharge Cleanup Status NFA - NFA COMPLETE		
	Click here for Florida Oculus		
	UST		
	Facility Status CLOSED		
	Facility-Site Id 9808867		
	Click here for Florida Oculus		
	DWM CONTAM		
	Program Site Id 9808867		
8	**CASA JUNO MOTEL**	**AST**	**A100011682**
North	**530 OCEAN DR**		**N/A**
1/8-1/4	**JUNO BEACH, FL 33408**		
0.173 mi.			
914 ft.			
	Click here for full text details		
Relative: Higher			
	AST		
	Facility Status OPEN		
	Facility-Site Id 8943686		
	Facility Status OPEN		

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
C9 **North** **1/8-1/4** **0.241 mi.** **1272 ft.** **Relative: Higher**	**HORIZON CONDOMINIUM** **600 OCEAN DR** **JUNO BEACH, FL 33408**	**UST FINDER**	**1028252172** **N/A**
C10 **North** **1/8-1/4** **0.241 mi.** **1272 ft.** **Relative: Higher**	**HORIZON CONDOMINIUM** **600 OCEAN DR** **JUNO BEACH, FL 33408**	**UST** **AST**	**U003111273** **N/A**
11 **WSW** **1/4-1/2** **0.334 mi.** **1762 ft.** **Relative: Higher**	**JUNO BEACH TOWN - MAINTENANCE** **685 ROLLING GREEN RD** **JUNO BEACH, FL 33408**	**SWF/LF** **Financial Assurance**	**S107932380** **N/A**

Click here for full text details

UST
Facility Status OPEN
Facility-Site Id 9601229

Click here for Florida Oculus

AST
Facility Status OPEN
Facility-Site Id 9601229
Facility Status OPEN

Click here for full text details

SWF/LF
Facility-Site Id 104756
Class Status INACTIVE(I)

Click here for Florida Oculus

Financial Assurance
Facility Status OPEN
Facility ID 8735861

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
FL	AIRS	Permitted Facilities Listing	Department of Environmental Protection	09/22/2025	10/01/2025	10/10/2025
FL	AQUEOUS FOAM	Former Fire Training Facility Assessments Listing	Department of Environmental Protection	02/27/2026	02/27/2026	05/20/2026
FL	ASBESTOS	Asbestos Notification Listing	Department of Environmental Protection	02/04/2026	02/05/2026	04/22/2026
FL	AST	Storage Tank Facility Information	Department of Environmental Protection	04/15/2026	04/17/2026	05/04/2026
FL	BROWNFIELDS	Brownfields Sites Database	Department of Environmental Protection	10/13/2025	12/10/2025	02/24/2026
FL	BROWNFIELDS AREAS	Brownfields Areas Database	Department of Environmental Protection	10/13/2025	11/11/2025	11/12/2025
FL	BSRA	Brownfield Site Rehabilitation Agreements Listing	Department of Environmental Protection	09/02/2025	09/23/2025	12/10/2025
FL	CLEANUP SITES	DEP Cleanup Sites - Contamination Locator Map Listing	Department of Environmental Protection	02/17/2026	02/17/2026	05/05/2026
FL	DEDB	Ethylene Dibromide Database Results	Department of Environmental Protection	12/15/2025	12/17/2025	03/10/2026
FL	DRYCLEANERS	Drycleaning Facilities	Department of Environmental Protection	01/13/2026	01/14/2026	04/01/2026
FL	DWM CONTAM	DWM CONTAMINATED SITES	Department of Environmental Protection	03/10/2026	03/10/2026	05/06/2026
FL	ENG CONTROLS	Institutional Controls Registry	Department of Environmental Protection	09/16/2025	09/23/2025	12/12/2025
FL	ERIC WASTE CLEANUP	Environmental Restoration Integrated Cleanup Listing	Department of Environmental Protection	10/17/2025	12/10/2025	12/16/2025
FL	FF TANKS	Federal Facilities Listing	Department of Environmental Protection	03/16/2026	03/17/2026	06/08/2026
FL	FIN ASSURANCE 1	Financial Assurance Information Listing	Department of Environmental Protection	01/05/2026	01/16/2026	04/03/2026
FL	FIN ASSURANCE 2	Financial Assurance Information Listing	Department of Environmental Protection	01/05/2026	01/16/2026	04/03/2026
FL	FIN ASSURANCE 3	Financial Assurance Information Listing	Department of Environmental Protection	04/15/2026	04/17/2026	04/28/2026
FL	FL Cattle Dip. Vats	Cattle Dipping Vats	Department of Environmental Protection	09/27/2019	01/10/2020	02/11/2020
FL	FL SITES	Sites List	Department of Environmental Protection	12/31/1989	05/09/1994	08/04/1994
FL	HAZ WASTE	Hazardous Waste Information Listing	Department of Environmental Protection	02/09/2026	02/10/2026	04/29/2026
FL	HW GEN	Hazardous Waste Generators	Department of Environmental Protection	06/03/2025	09/16/2025	12/04/2025
FL	Inst Control	Institutional Controls Registry	Department of Environmental Protection	09/16/2025	09/23/2025	12/12/2025
FL	LAST	Leaking Aboveground Storage Tank Listing	Department of Environmental Protection	01/16/2026	01/16/2026	04/06/2026
FL	LUST	Petroleum Contamination Detail Report	Department of Environmental Protection	01/22/2026	01/23/2026	04/03/2026
FL	PFAS	PFOS and PFOA stand for perfluorooctane sulfonate and perflu	Department of Environmental Protection	01/20/2026	01/20/2026	04/06/2026
FL	PRIORITYCLEANERS	Priority Ranking List	Department of Environmental Protection	10/21/2025	11/03/2025	01/22/2026
FL	RESP PARTY	Responsible Party Sites Listing	Department of Environmental Protection	10/17/2025	12/10/2025	12/16/2025
FL	RGA HWS	Recovered Government Archive State Hazardous Waste Facilitie	Department of Environmental Protection		07/01/2013	12/30/2013
FL	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Environmental Protection		07/01/2013	01/10/2014
FL	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Department of Environmental Protection		07/01/2013	12/30/2013
FL	SHWS	Florida's State-Funded Action Sites	Department of Environmental Protection	08/05/2025	08/11/2025	10/30/2025
FL	SITE INV SITES	Site Investigation Section Sites Listing	Department of Environmental Protection	02/09/2026	02/10/2026	04/29/2026
FL	SOLCP	State-Owned Lands Cleanup Program Listing	Department of Environmental Protection	02/02/2026	02/03/2026	04/22/2026
FL	SPILLS	Oil and Hazardous Materials Incidents	Department of Environmental Protection	12/15/2025	12/15/2025	12/17/2025
FL	SPILLS 80	SPILLS80 data from FirstSearch	FirstSearch	09/01/2001	01/03/2013	03/06/2013
FL	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	12/10/2012	01/03/2013	03/04/2013
FL	SWF/LF	Solid Waste Facility Database	Department of Environmental Protection	01/05/2026	01/06/2026	03/20/2026
FL	SWRCY	Recycling Centers	Department of Environmental Protection	01/06/2026	01/07/2026	03/20/2026
FL	TANKS	Storage Tank Facility List	Department of Environmental Protection	04/15/2026	04/17/2026	05/04/2026
FL	TIER 2	Tier 2 Facility Listing	Department of Environmental Protection	12/31/2024	05/28/2025	06/04/2025
FL	UIC	Underground Injection Wells Database Listing	Department of Environmental Protection	01/08/2026	01/12/2026	03/24/2026
FL	UST	Storage Tank Facility Information	Department of Environmental Protection	04/15/2026	04/17/2026	05/04/2026
FL	VCP	Voluntary Cleanup Sites	Department of Environmental Protection	02/05/2026	02/05/2026	04/22/2026
FL	WASTEWATER	Wastewater Facility Regulation Database	Department of Environmental Protection	01/26/2026	01/27/2026	04/06/2026
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
US	ABAND AIRFIELDS	Abandoned & Little-Known Airfields Listing	Airfields-Freeman	03/04/2026	03/05/2026	03/12/2026
US	ABANDONED MINES	Abandoned Mines	Department of Interior	03/11/2026	03/12/2026	05/04/2026

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	AQUEOUS FOAM NRC	Aqueous Foam Related Incidents Listing	Environmental Protection Agency	12/17/2025	12/18/2025	03/05/2026
US	BIOSOLIDS	ICIS-NPDES Biosolids Facility Data	Environmental Protection Agency	01/10/2026	01/15/2026	03/05/2026
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2023	02/19/2025	03/07/2025
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2024	11/19/2025	01/29/2026
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	12/31/2025	03/12/2026	05/14/2026
US	CORRACTS	Corrective Action Report	EPA	06/07/2026	06/08/2026	06/15/2026
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
US	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
US	DOD	Department of Defense Sites	USGS	06/07/2021	07/13/2021	03/09/2022
US	DOT OPS	Incident and Accident Data	Department of Transporation, Office of Pipeli	12/31/2025	01/20/2026	03/05/2026
US	DRYCLEANERS	Drycleaner Facility Listing	Environmental Protection Agency	12/13/2025	12/17/2025	03/12/2026
US	Delisted NPL	National Priority List Deletions	EPA	03/26/2026	04/01/2026	04/21/2026
US	E MANIFEST	Hazardous Waste Electronic Manifest System	Environmental Protection Agency	11/30/2025	12/05/2025	12/19/2025
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	12/13/2025	12/17/2025	02/25/2026
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EPA WATCH LIST	EPA Watch List	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	03/11/2026	03/17/2026	05/14/2026
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	12/10/2025	12/10/2025	02/12/2026
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
US	FEMA UST	Underground Storage Tank Listing	FEMA	06/06/2025	08/26/2025	11/12/2025
US	FINDS	Facility Index System/Facility Registry System	EPA	02/11/2026	02/20/2026	05/14/2026
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	02/05/2026	02/10/2026	04/27/2026
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	02/09/2026	02/10/2026	04/27/2026
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	03/03/2023	03/03/2023	06/09/2023
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/07/2025	12/08/2025	02/12/2026
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	02/07/2024	11/13/2024	11/19/2024
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	11/21/2025	12/12/2025	02/19/2026
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	11/21/2025	12/11/2025	02/19/2026
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	11/21/2025	12/11/2025	02/19/2026
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R2	Underground Storage Tanks on Indian Land	Environmental Protection Agency,	04/06/2016	03/02/2017	04/07/2017

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	11/21/2025	12/11/2025	02/19/2026
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	11/21/2025	12/11/2025	02/19/2026
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	03/26/2026	04/01/2026	04/21/2026
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	03/26/2026	04/01/2026	04/21/2026
US	LUCIS	Land Use Control Information System	Department of the Navy	03/11/2025	04/02/2025	06/24/2025
US	MINES MRDS	Mineral Resources Data System	USGS	06/04/2024	11/22/2024	02/18/2025
US	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	01/01/2026	01/06/2026	01/07/2026
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	01/26/2026	01/27/2026	02/25/2026
US	NPL	National Priority List	EPA	03/26/2026	04/01/2026	04/21/2026
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	08/12/2025	09/30/2025	11/24/2025
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020
US	PCS	Permit Compliance System	EPA, Office of Water	12/16/2016	01/06/2017	03/10/2017
US	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
US	PFAS ATSDR	PFAS Contamination Site Location Listing	Department of Health & Human Services	11/12/2024	07/21/2025	10/13/2025
US	PFAS ECHO	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS ECHO FIRE TRAIN	Facilities in Industries that May Be Handling PFAS Listing	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS FEDERAL SITES	Federal Sites PFAS Information	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS NPDES	Clean Water Act Discharge Monitoring Information	Environmental Protection Agency	12/17/2025	12/19/2025	12/23/2025
US	PFAS NPL	Superfund Sites with PFAS Detections Information	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS PROJECT	NORTHEASTERN UNIVERSITY PFAS PROJECT	Social Science Environmental Health Research	08/21/2025	12/04/2025	02/12/2026
US	PFAS PT 139 AIRPORT	All Certified Part 139 Airports PFAS Information Listing	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS RCRA MANIFEST	PFAS Transfers Identified In the RCRA Database Listing	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS TRIS	List of PFAS Added to the TRI	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS TSCA	PFAS Manufacture and Imports Information	Environmental Protection Agency	12/17/2025	12/18/2025	12/23/2025
US	PFAS WQP	Ambient Environmental Sampling for PFAS	Environmental Protection Agency	12/17/2025	12/18/2025	01/07/2026
US	PRP	Potentially Responsible Parties	EPA	06/26/2025	07/01/2025	07/29/2025
US	Proposed NPL	Proposed National Priority List Sites	EPA	03/26/2026	04/01/2026	04/21/2026
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
US	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
US	RCRA CONTROLS	RCRA Sites with Controls in Place	Environmental Protection Agency	04/27/2026	04/30/2026	06/15/2026
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	RMP	Risk Management Plans	Environmental Protection Agency	01/01/2026	01/14/2026	01/22/2026
US	ROD	Records Of Decision	EPA	04/24/2026	05/01/2026	05/14/2026
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	07/30/2021	02/03/2023	02/10/2023

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	SEMS	Superfund Enterprise Management System	EPA	03/26/2026	04/01/2026	04/21/2026
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	03/26/2026	04/01/2026	04/21/2026
US	SSTS	Section 7 Tracking Systems	EPA	01/12/2026	01/13/2026	03/05/2026
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2024	02/12/2026	05/04/2026
US	TSCA	Toxic Substances Control Act	EPA	12/31/2020	06/14/2022	03/24/2023
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	05/15/2025	05/15/2025	07/29/2025
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (	EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	03/09/2026	03/10/2026	05/04/2026
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	04/04/2025	06/02/2025	08/12/2025
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	04/24/2026	05/13/2026	06/15/2026
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	06/07/2026	06/08/2026	06/15/2026
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	04/04/2025	06/02/2025	08/12/2025
US	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	04/24/2026	05/13/2026	06/15/2026
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	04/03/2026	04/28/2026	05/04/2026
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	04/08/2025	05/20/2025	08/12/2025
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UST FINDER	UST Finder Database	Environmental Protection Agency	11/21/2025	05/28/2026	06/15/2026
US	UST FINDER RELEASE	UST Finder Releases Database	Environmental Protecton Agency	11/21/2025	05/28/2026	06/15/2026
US	UXO	Unexploded Ordnance Sites	Department of Defense	07/31/2025	02/11/2026	04/27/2026
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	02/01/2026	02/03/2026	04/27/2026
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2018	04/10/2019	05/16/2019
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	12/31/2019	11/30/2023	12/01/2023
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	06/30/2018	07/19/2019	09/10/2019
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2020	11/30/2021	02/18/2022
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
FL	Daycare Centers	Sensitive Receptor: Department of Children & Families	Provider Information			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
FL	State Wetlands	Wetlands Inventory	Department of Environmental Protection			
US	Topographic Map		U.S. Geological Survey			
US	Oil/Gas Pipelines		Endeavor Business Media			
US	Electric Power Transmission Line Data		Endeavor Business Media			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

CELESTIAL WAY
350 CELESTIAL WAY
NORTH PALM BEACH, FL 33408

TARGET PROPERTY COORDINATES

Latitude (North):	26.871934 - 26° 52' 18.96''
Longitude (West):	80.051625 - 80° 3' 5.85''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	594203.9
UTM Y (Meters):	2972436.8
Elevation:	2 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	50048897 RIVIERA BEACH, FL
Version Date:	2024
North Map:	50048860 JUPITER, FL
Version Date:	2024

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

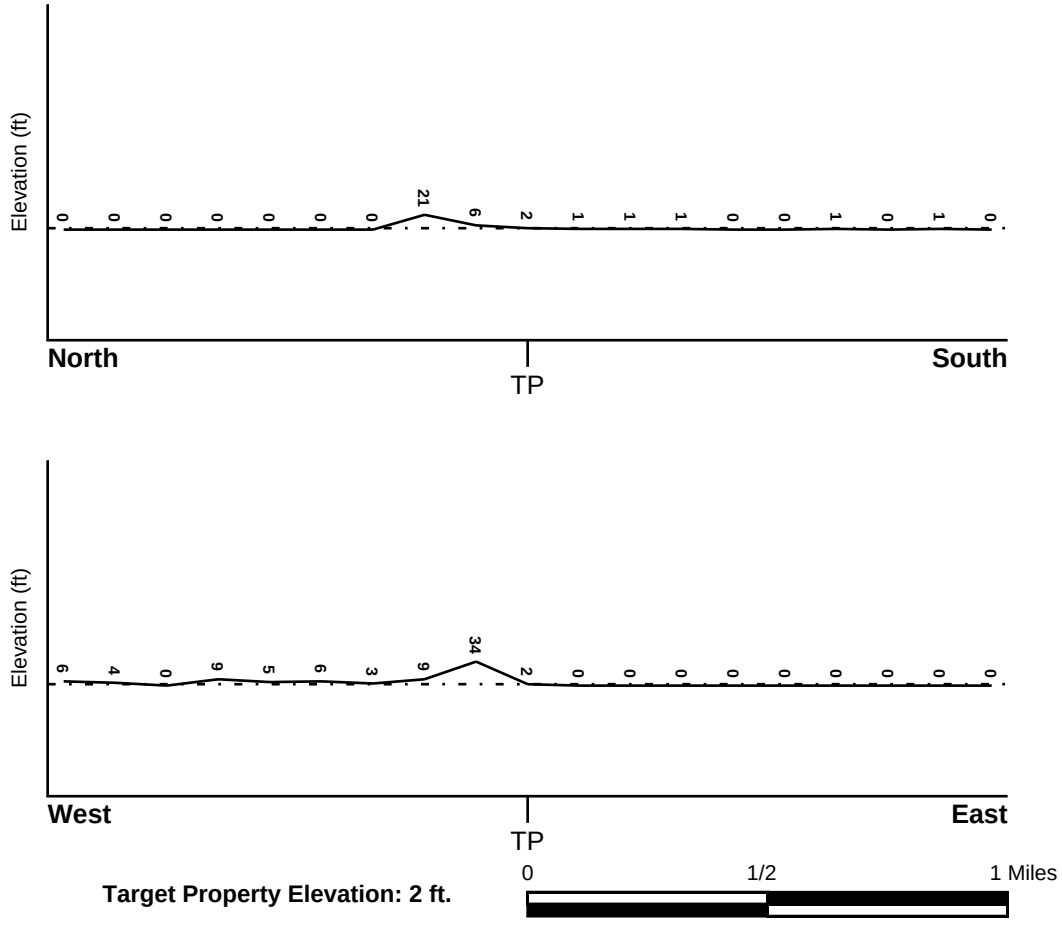
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SSE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Target Property Elevation: 2 ft.

Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
1202080001C	FEMA Q3 Flood data

Additional Panels in search area:	FEMA Source Type
1201920117B	FEMA Q3 Flood data
1201920119B	FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
RIVIERA BEACH	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
53	1/2 - 1 Mile SSE	ESE
54	1/2 - 1 Mile SSW	FLAT
1G	1/2 - 1 Mile SSE	ESE
2G	1/2 - 1 Mile SSW	FLAT

For additional site information, refer to Physical Setting Source Map Findings.

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

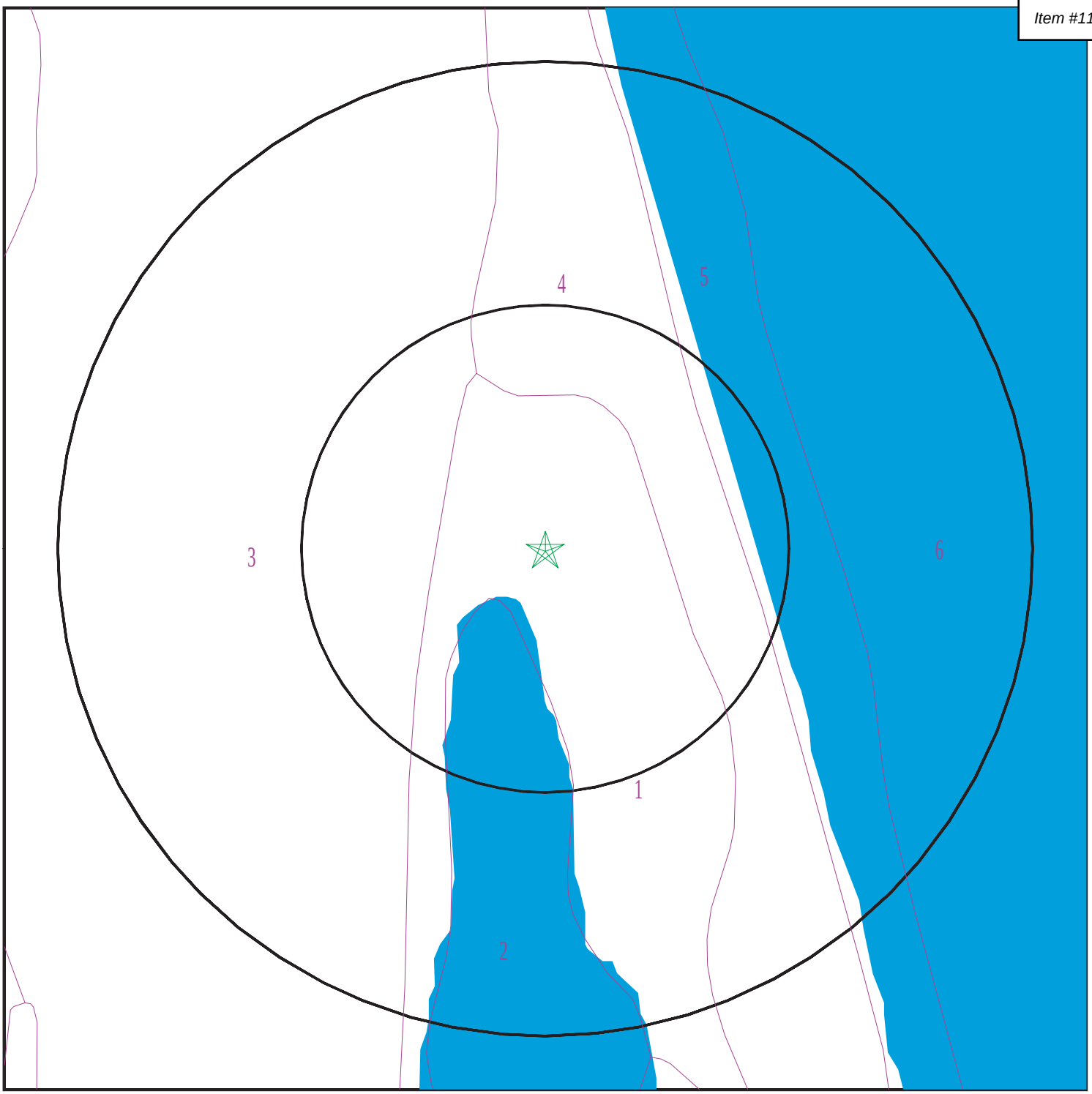
Era:	Cenozoic
System:	Quaternary
Series:	Pleistocene
Code:	Qp *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 8378739.2s



SITE NAME:	Celestial Way	CLIENT:	Wantman Group Inc
ADDRESS:	350 CELESTIAL WAY North Palm Beach FL 33408	CONTACT:	Derek Lee
		INQUIRY #:	8378739.2s
LAT/LONG:	26.871934 / 80.051625	DATE:	June 16, 2026 9:41 am

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Quartzipsamments

Soil Surface Texture: fine sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.

Soil Drainage Class:
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	79 inches	fine sand	Not reported	Not reported	Max: 141 Min: 42	Max: 7.3 Min: 4.5

Soil Map ID: 2

Soil Component Name: Water

Soil Surface Texture: fine sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.

Soil Drainage Class:
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 3

Soil Component Name: St. Lucie

Soil Surface Texture: sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.

Soil Drainage Class: Excessively drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	4 inches	sand	Not reported	Not reported	Max: 141 Min: 141	Max: 7.3 Min: 3.6
2	4 inches	79 inches	sand	Not reported	Not reported	Max: 141 Min: 141	Max: 7.3 Min: 3.6

Soil Map ID: 4

Soil Component Name: Palm Beach

Soil Surface Texture: sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.

Soil Drainage Class: Excessively drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	3 inches	sand	Not reported	Not reported	Max: 141 Min: 141	Max: 8.4 Min: 7.4
2	3 inches	79 inches	sand	Not reported	Not reported	Max: 141 Min: 141	Max: 8.4 Min: 7.4

Soil Map ID: 5

Soil Component Name: Beaches

Soil Surface Texture: sand

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 92 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	5 inches	sand	Not reported	Not reported	Max: 141 Min: 42	Max: 7.8 Min: 5.1
2	5 inches	79 inches	sand	Not reported	Not reported	Max: 141 Min: 42	Max: 7.8 Min: 5.1

Soil Map ID: 6

Soil Component Name: Waters of the Atlantic Ocean

Soil Surface Texture: sand

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class:

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	USGS40000238796	0 - 1/8 Mile WSW
B5	USGS40000238792	1/8 - 1/4 Mile WSW
B8	USGS40000238788	1/4 - 1/2 Mile SW
9	USGS40000238789	1/4 - 1/2 Mile WSW
D10	USGS40000238782	1/4 - 1/2 Mile SW
D11	USGS40000238779	1/4 - 1/2 Mile SSW
12	USGS40000238776	1/4 - 1/2 Mile SSW
13	USGS40000238810	1/4 - 1/2 Mile NW
14	USGS40000238793	1/4 - 1/2 Mile WSW
D16	USGS40000238777	1/4 - 1/2 Mile SW
D17	USGS40000238778	1/4 - 1/2 Mile SW
F24	USGS40000238772	1/4 - 1/2 Mile SSW
G28	USGS40000238773	1/2 - 1 Mile SW
H34	USGS40000238770	1/2 - 1 Mile SSW
J39	USGS40000238768	1/2 - 1 Mile SSW
41	USGS40000238764	1/2 - 1 Mile South
42	USGS40000238790	1/2 - 1 Mile WSW
51	USGS40000238838	1/2 - 1 Mile NNW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

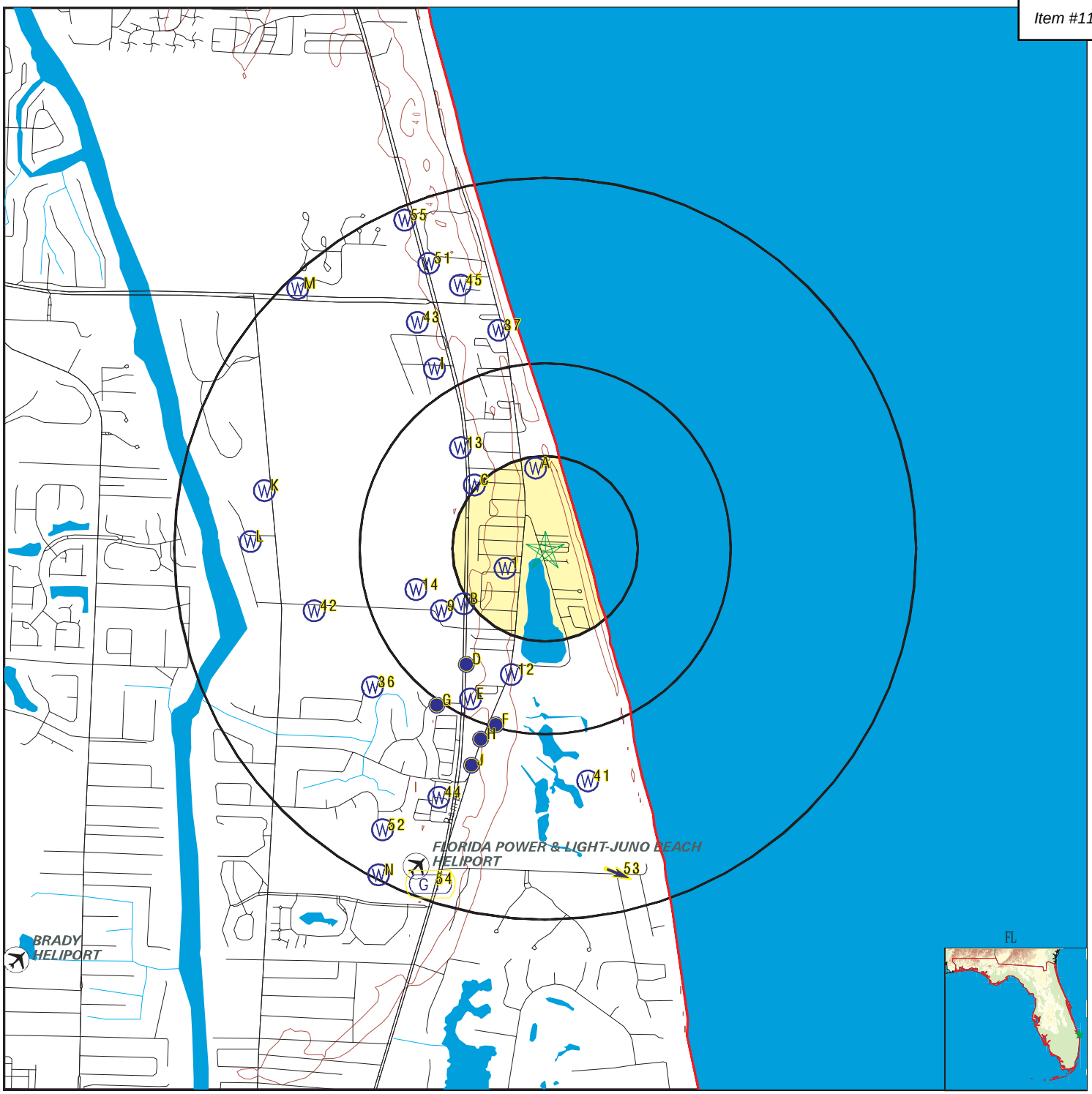
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A2	FLSO13020629136	1/8 - 1/4 Mile NNW
A3	FLSO13020629137	1/8 - 1/4 Mile North
A4	FLSO13020450727	1/8 - 1/4 Mile North
C6	FLSA13000055364	1/8 - 1/4 Mile NW
C7	FLSO13020582184	1/4 - 1/2 Mile NW
D15	FLSO13020582185	1/4 - 1/2 Mile SW
E18	FLSO13020633180	1/4 - 1/2 Mile SSW
E19	FLSO13020644647	1/4 - 1/2 Mile SSW
E20	FLSO13020617455	1/4 - 1/2 Mile SSW
F21	FLSO13020550150	1/4 - 1/2 Mile SSW
E22	FLSA13000055363	1/4 - 1/2 Mile SSW
F23	FLSO13020531670	1/4 - 1/2 Mile SSW
F25	FLSO13020550154	1/4 - 1/2 Mile SSW
E26	FLSA13000055362	1/4 - 1/2 Mile SSW
F27	FLSO13020550158	1/2 - 1 Mile SSW
F29	FLSO13020630721	1/2 - 1 Mile SSW
G30	FLSO13020449050	1/2 - 1 Mile SW
F31	FLSO13020550162	1/2 - 1 Mile SSW
H32	FLSO13020490129	1/2 - 1 Mile SSW
I33	FLSO13020404538	1/2 - 1 Mile NNW
H35	FLSO13020531673	1/2 - 1 Mile SSW
36	FLSO13020531665	1/2 - 1 Mile SW
37	FLSO13020560453	1/2 - 1 Mile NNW
I38	FLSO13020401847	1/2 - 1 Mile NNW
J40	FLSO13020531676	1/2 - 1 Mile SSW
43	FLSO13020540818	1/2 - 1 Mile NNW
44	FLSO13020450470	1/2 - 1 Mile SSW
45	FLSO13020476760	1/2 - 1 Mile NNW
K46	FLSO13020481061	1/2 - 1 Mile WNW
K47	FLSO13020648538	1/2 - 1 Mile WNW
L48	FLSO13020595111	1/2 - 1 Mile West
L49	FLSO13020595109	1/2 - 1 Mile West
L50	FLSO13020595110	1/2 - 1 Mile West
52	FLSO13020593417	1/2 - 1 Mile SSW
55	FLSO13020587418	1/2 - 1 Mile NNW
M56	FLSO13020564816	1/2 - 1 Mile NW
M57	FLSO13020564815	1/2 - 1 Mile NW
N58	FLSO13020493821	1/2 - 1 Mile SSW
N59	FLSO13020493818	1/2 - 1 Mile SSW

PHYSICAL SETTING SOURCE MAP - 8378739.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells
- Sink holes

SITE NAME:	Celestial Way	CLIENT:	Wantman Group Inc
ADDRESS:	350 CELESTIAL WAY North Palm Beach FL 33408	CONTACT:	Derek Lee
		INQUIRY #:	8378739.2s
LAT/LONG:	26.871934 / 80.051625	DATE:	June 16, 2026 9:41 am

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
1 **WSW** **0 - 1/8 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238796**
A2 **NNW** **1/8 - 1/4 Mile** **Lower**	Click here for full text details	**FL WELLS**	**FLSO13020629136**
A3 **North** **1/8 - 1/4 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020629137**
A4 **North** **1/8 - 1/4 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020450727**
B5 **WSW** **1/8 - 1/4 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238792**
C6 **NW** **1/8 - 1/4 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSA13000055364**
C7 **NW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020582184**
B8 **SW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238788**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
9 **WSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238789**
D10 **SW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238782**
D11 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238779**
12 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238776**
13 **NW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238810**
14 **WSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238793**
D15 **SW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020582185**
D16 **SW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238777**
D17 **SW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238778**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
E18 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020633180**
E19 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020644647**
E20 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020617455**
F21 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020550150**
E22 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSA13000055363**
F23 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020531670**
F24 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238772**
F25 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020550154**
E26 **SSW** **1/4 - 1/2 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSA13000055362**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
F27 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020550158**
G28 **SW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238773**
F29 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020630721**
G30 **SW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020449050**
F31 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020550162**
H32 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020490129**
I33 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020404538**
H34 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238770**
H35 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020531673**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
36 **SW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020531665**
37 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020560453**
I38 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020401847**
J39 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238768**
J40 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020531676**
41 **South** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238764**
42 **WSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238790**
43 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020540818**
44 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020450470**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
45 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020476760**
K46 **WNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020481061**
K47 **WNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020648538**
L48 **West** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020595111**
L49 **West** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020595109**
L50 **West** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020595110**
51 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FED USGS**	**USGS40000238838**
52 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020593417**
53 **SSE** **1/2 - 1 Mile** **Higher**	Click here for full text details	**AQUIFLOW**	**1271**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
54 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**AQUIFLOW**	**1865**
55 **NNW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020587418**
M56 **NW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020564816**
M57 **NW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020564815**
N58 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020493821**
N59 **SSW** **1/2 - 1 Mile** **Higher**	Click here for full text details	**FL WELLS**	**FLSO13020493818**
1G **SSE** **1/2 - 1 Mile** **Lower**	Click here for full text details	**AQUIFLOW**	**1271**
2G **SSW** **1/2 - 1 Mile** **Lower**	Click here for full text details	**AQUIFLOW**	**1865**

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: FL Radon

Radon Test Results

Zip	Total Buildings	% of sites>4pCi/L	Data Source
33408	45	0.0	Certified Residential Database
33408	36	0.0	Mandatory Non-Residential Database
33408	2	0.0	Mandatory Residential Database

Federal EPA Radon Zone for PALM BEACH County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for PALM BEACH COUNTY, FL

Number of sites tested: 104

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	0.650 pCi/L	99%	1%	0%
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

OTHER STATE DATABASE INFORMATION

Public Water System (PWS) Wells (Non-Federal)
Department of Environmental Protection
Telephone: 850-245-8629
Statewide coverage of PWS Wells, excluding Federally owned facilities.

Well Construction Permitting Database
Source: Northwest Florida Water Management District
Telephone: 850-539-5999

Consumptive Use Permit Well Database
Source: St. Johns River Water Management District
Telephone: 386-329-4841

DEP GWIS - Generalized Water Information System Well Data
Source: Department of Environmental Protection
Telephone: 850-245-8507
Data collected for the Watershed Monitoring Section of the Department of Environmental Protection.

DOH and DEP Historic Study of Private Wells
Source: Department of Environmental Protection
Telephone: 850-559-0901
Historic database for private supply wells.

Permitted Well Location Database
Source: South Florida Water Management District
Telephone: 561-682-6877

Super Act Program Well Data
Source: Department of Health
Telephone: 850-245-4250
This table consists of data relating to all privately and publicly owned potable wells investigated as part of the SUPER Act program. The Florida Department of Health's SUPER Act Program (per Chapter 376.3071(4)(g), Florida Statutes), was given authority to provide field and laboratory services, toxicological risk assessments, investigations of drinking water contamination complaints and education of the public.

Water Well Location Information
Source: Suwannee River Water Management District
Telephone: 386-796-7211

Water Well Permit Database
Source: Southwest Water Management District
Telephone: 352-796-7211

Oil and Gas Permit Database
Source: Department of Environmental Protection
Telephone: 850-245-3194
Locations of all permitted wells in the state of Florida.

Florida Sinkholes
Source: Department of Environmental Protection, Geological Survey
Telephone:
The sinkhole data was gathered by the Florida Sinkhole Research Institute, University of Florida.

RADON

State Database: FL Radon
Source: Department of Health
Telephone: 850-245-4288
Zip Code Based Radon Data

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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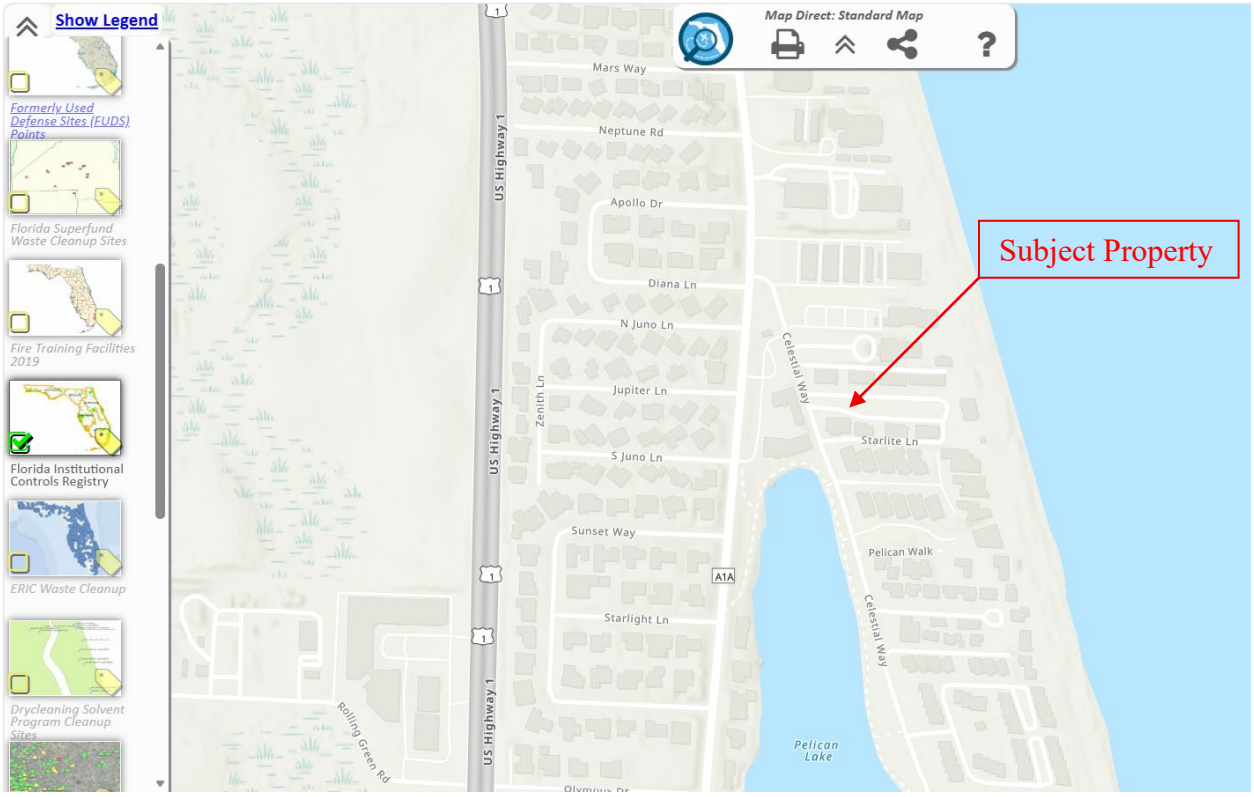
Appendix F: Environmental Lien (EL) and Activity and Use Limitation (AUL) Search

Environmental Liens and Activity and Use Limitations

The EL and AUL search is a User responsibility per the ASTM E1527-21 standard.

WGI performed a supplementary search for ELs and AULs by reviewing institutional control registries as described in Section 4.3.

This search for ELs and AULs by the Environmental Professional is supplementary to the User's obligation to search for ELs and AULs and report any findings to the Environmental Professional.



Florida Institutional Controls Registry Map
No sites in this area
(Source: FDEP Map Direct, 6/16/2026)

AGENDA ITEM

Meeting Name: Town Council Regular Meeting

Meeting Date: June 24, 2026

Prepared By: Zackery Good, Town Attorney

Item Title: Proposed Amendments to Section 34-116, Town Code of Ordinances

REQUESTED ACTION:

Review proposed amendments to Section 34-116, Town Code of Ordinances and provide direction to Town Staff.

BACKGROUND:

On March 27, 2026, the Governor of Florida signed House Bill 399 into law. Effective January 1, 2027, HB 399 amends Section 163.3194, Florida Statutes, to add the following subsection (7):

> *(7)(a) Local government comprehensive plans and land development regulations must include factors for assessing the compatibility of allowable residential uses within a residential zoning district and future land use category.*
>
> *(b) Land development regulations must incorporate measures for mitigating or minimizing potential incompatibility.*
>
> *(c) 1. Before recommending denial of an application for rezoning, subdivision, or site plan approval on compatibility grounds, local government staff must identify with specificity each area of incompatibility and may recommend mitigation measures to the applicant.*
>
> *2. If the applicant has proposed mitigation measures, the local government may not deny an application on compatibility grounds unless the denial includes written findings stating that the proposed mitigation measures are inadequate and that feasible mitigation measures do not exist.*
>
> *3. A denial of an application on compatibility grounds must specify with particularity the area or areas of incompatibility, including applicable standards and an explanation of any mitigation measures considered and declined by the applicant, or the basis for determining that feasible mitigation measures do not exist. References to "community character" or "neighborhood feel" are not sufficient, in and of themselves, to support a denial of an application on compatibility grounds.*

4. A local government's approval of an application may include requirements or conditions to mitigate or minimize compatibility concerns.

(d) This subsection does not apply to any of the following:

1. Compatibility between uses in different future land use categories, including rural, agricultural, conservation, open space, mixed-use, industrial, or commercial use.

2. Applications for development within planned unit developments or master planned communities.

3. Applications for development within historic districts designated before January 1, 2026.

The Town of Juno Beach's current land development regulations pertaining to compatibility of residential uses and appearance review, commonly known as "harmony" review do not provide explicit standards related to compatibility, which will be required effective January 1, 2027, pursuant to HB 399. In considering amendments to the Town Code of Ordinances to comply with HB 399, the Town Council needs to be aware that Senate Bill 180, signed into law on June 26, 2026, will prohibit the Town of Juno Beach from adopting land development regulations or review procedures that are more restrictive or burdensome until at least October 1, 2027.

DISCUSSION:

The Town Attorney, in coordination with Town Staff, has prepared the following draft amendment to Section 34-116, Town Code of Ordinances for consideration by the Town Council. Because the objective factors are required to be adopted by HB 399 and are to be considered *informative* to the appearance review analysis and not *dispositive*, the overall review and approval authority remains the same, meaning the proposed changes are not likely to be considered more restrictive or burdensome.

Sec. 34-116. Required; criteria.

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

(1) Consideration of the application by the development review committee (DRC), which may recommend approval, denial, or approval with modifications and/or conditions;

(2) Consideration of the application by the town planning and zoning board, which may recommend approval, denial, or approval with modifications and/or conditions; and

(3) Final review and approval or denial, or approval with modifications by the town council. Single-family detached dwellings not located within an approved planned unit development shall be subject to appearance review and approval or denial, or approval with modifications by the town planning and zoning board, with site plan review by the town planning and zoning department. Single-family dwellings within an approved planned unit development shall be subject to site plan and appearance review and approval only by the town planning and zoning department in accordance with the established design criteria. The criteria to be used in this review shall be to ascertain that the proposed site plan for new development meets the following criteria:

a. Site plan criteria.

1. Is in conformity with the comprehensive plan and is not detrimental to the neighboring land use;

2. Has an efficient pedestrian and vehicular traffic system, including pedestrian, bicycle, and automotive linkages and proper means of ingress and egress to the streets;

3. Has adequate provision for public services, including, but not limited to, access for police, fire and solid waste collection;

4. Complies with the provisions of chapter 20, article III, regarding potable water, sanitary sewer, solid waste, drainage, recreation and open space, and road facilities;

5. Is planned in accordance with natural characteristics of the land, including, but not limited to, slope, elevation, drainage patterns (low areas shall be used for lakes or drainage easements), natural vegetation and habitats, and unique physical features;

6. Preserves environmental features and native vegetation to the maximum extent possible, and complies with the Environmentally Sensitive Lands Ordinance;

7. Protects estuarine areas when concerning marina siting, drainage plans, alteration of the shoreline, provisions for public access and other concerns related to water quality and habitat protection;

8. Complies with all sections of this chapter.

b. Appearance review criteria.

1. Is of an architectural style representative of or reflecting the vernacular of Old Florida style which is indigenous to the town and which is commonly known and identified by its late Victorian (Key West Cracker), Spanish revival (Mediterranean), Modern (early to mid-20th century), or combination thereof style of architecture. Summarized briefly, common features of the vernacular of Old Florida style that identify the Victorian (Key West Cracker), and Spanish revival (Mediterranean) architectural style include wood or concrete block with stucco siding; simple pitched roofs; tile, metal, or asphalt roofs; ornate details such as but not limited to exposed soffits, individualized vent and louver shapes, reliefs, and detailed window and door treatments; lush landscaping with private yards; and use of porches, balconies and patios. Common features of the vernacular of Old Florida Style that identify the Modern (early to mid-20th century) architectural style include clean geometric lines, often at right angles; an emphasis on function; materials such as glass, steel, iron, and concrete; and the use of natural light though large and expansive windows;

2. Is of a design and proportion which enhances and is in harmony with the area. The concept of harmony shall not imply that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of setback, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression. For the purpose of this section, the comparison of harmony between buildings shall consider the preponderance of buildings or structures within 300 feet from the proposed site of the same zoning district. *<u>The foregoing consideration shall include the following objective criteria analysis submitted by the director or designee to the applicable reviewing body:</u>*

i. Bulk and Mass Analysis: (a) if the proposed total square footage and FAR is within the range of the total square footage of the study area as defined above, and less than double the average total square footage, then the proposed structure is harmonious in bulk and mass; (b) if the proposed total square footage and FAR is outside of the range, but maintains less than double the average of the structures in the study area, other factors such as setbacks, orientation of the building, landscaping, and architectural components like balconies may be considered as mitigating factors; (c) if the proposed total square footage and FAR is more than double the average and exceeds the otherwise highest values in the study area, the structure is not likely to be considered harmonious.

ii. Scale Analysis: (a) if more than one half of the structures in the study area are the same number of stories or higher, then the proposed structure is harmonious in scale; (b) if the proposed height is not harmonious with more than half of the structures in the study area, the immediately adjacent structures shall be considered with greater weight in the recommendation of approval or denial by the director.

iii. Proportion Analysis: if the architectural elements such as doors, garage doors, windows, and roof pitch and style are consistent, then the proposed structure is harmonious in proportion.

In the event of a denial, the applicable reviewing body shall cite to the aforementioned objective criteria analysis in its decision. However, said objective criteria analysis shall be informative to the applicable reviewing body, not dispositive, and the applicable reviewing body shall maintain its discretion to approve or deny an appearance or site plan review application based upon the totality of the circumstances and any or all mitigation efforts presented by the applicant;

3. Elevator and stairwell shafts and other modern operations and features of a building shall be either completely concealed or shall incorporate the elements of the architectural style of the structure; rooftop equipment and elevator and mechanical penthouse protrusions shall be concealed; and parking garages and other accessory structures shall be designed with architectural features and treatments so that they are well proportioned and balanced and in keeping with the architectural style of the principal structure;

4. Shall have all on-site structures and accessory features (such as but not limited to light fixtures, benches, litter containers, including recycling bins, traffic and other signs, letter boxes, and bike racks) compatible in design, materials, and color;

5. Shall have a design in which buildings over 40 feet in height shall appear more horizontal or nondirectional in proportion rather than vertical, accomplished by the use of architectural treatments as described in these criteria;

6. Shall locate and design mechanical equipment with architectural treatments so that any noise or other negative impact is minimized;

7. Complies with the town's community appearance standards (see article IV, division 14 of this chapter).

Currently, single family appearance review decisions by the Planning and Zoning Board are final orders appealable to the Circuit Court through a writ of certiorari. The Town Council may want to consider the implementation of an appeal to the Zoning Board of Adjustment and Appeals that would provide an additional administrative remedy prior to seeking relief from the Circuit Court. This process is not a requirement of HB 399, but is common in other jurisdictions and was discussed by the previous Town Council.

RECOMMENDATION:

At this time, Staff recommends the Town Council review proposed amendments to Section 34-116, Town Code of Ordinances and provide direction to Town Staff.

MEMORANDUM

To: Town Council

Date: June 24, 2026

Prepared By: Davila F., CFM.

Item Title: Discussion – Chen Moore and Associates (CMA) update

Purpose

This memorandum provides a comprehensive background and status update regarding the Town's current contract with Chen Moore and Associates (CMA) for professional planning services.

Background

At the February 18, 2025, Town Council meeting, Council approved a contract with CMA for Professional Planning Services to update the Town's Zoning Code (see attachment #1).

On July 2, 2025, Town staff requested that CMA pause all work related to exterior lighting spillover, signage, and landscape requirements due to the adoption of Senate Bill 180 (SB 180).

On October 28, 2025, staff provided a formal background memorandum to the Town Manager detailing the contract's history, all previous updates were verbal and made to all council members individually. This same memorandum, along with the fully executed contract, was subsequently forwarded to the Town Council on November 3, 2025 (see attachment 2 and 3). To avoid repetitive language between that original update and this current memorandum, we ask that you review the attached October 28th memo, as it contains the background details and context critical to the overall project. Ultimately, those findings outline the specific events that led Town staff and Council to pause or pivot away from moving forward with the CMA contract.

Before work was halted, CMA began reviewing the Town's Landscape Regulations and Sign Code. They completed an initial round of modifications based on their professional expertise to "clean up" the existing language (see attachments 4, 5, and 6).

Please note that these draft updates were created *prior* to any public meetings, legal team reviews, or the implementation of SB 180; therefore, some proposed language may now be considered "more restrictive or burdensome" under state law. The long-term intent was always to hold public workshops, gather direct

input from Juno Beach residents and business owners, and incorporate that feedback into a final draft before presenting it to the Board and Council for direction.

During this year's legislative session, the Governor approved House Bill 399 (HB 399) and becomes effective January 1, 2027 (see attachment 7). HB 399 mandates that Land Development Regulations (LDR's) must include factors for assessing the compatibility of allowable residential uses within a residential zoning district and future land use category. Land Development regulations must incorporate measures for mitigating or minimizing potential incompatibility.

Recommendations

Staff is seeking explicit direction from Council on how to proceed with this project. During the last budget season, this contract was funded for $75,000, of which $14,516.29 has already been paid to CMA, leaving a balance of $60,483.71.

Consistent with the concerns raised in the October 28, 2025, memorandum, staff wants to highlight a significant regulatory hurdle regarding SB 180, which strictly limits local governments from enacting more burdensome or restrictive land development regulations. While staff and CMA could draft the desired code updates now and delay formal codification until SB 180 expires on October 1, 2027—or alternatively, only codify non-burdensome updates today—taking a piecemeal approach creates substantial risks. Updating and altering the same codes in multiple instances over a multi-year period will generate significant extra work for both staff and the contractor, exhaust the remaining budget, require formal contract amendments, and increase total project costs.

Given these regulatory constraints and the newly enacted requirements of HB 399, staff requests guidance on which path Council wishes to pursue:

- **Option 1: Complete and Delay Codification.** Proceed with drafting the comprehensive scope now, but hold off on formal codification until SB 180 expires on October 1, 2027. *(Note: This may require a future contract amendment for the delayed implementation phase.)*
- **Option 2: Phased Codification.** Proceed immediately only with non-burdensome/non-restrictive code updates that comply with current law, recognizing that a second round of updates will be required post-2027 at an additional cost.
- **Option 3: Pause the Project.** Terminate or pause the current scope of work to preserve the remaining $60,483.71 until the state regulatory landscape clears.
- **Option 4: Update the Scope of Work.** Re-evaluate the current list of tasks to be completed by CMA, shifting the focus to implement the mandatory compliance frameworks required by HB 399.

Attachment:

1. CMA Detailed Proposal – Staff Memorandum February 18, 2025.
2. October 28, 2025 CMA Planning Service background and data memorandum
3. 2025 CMA Professional Services Agreement
4. CMA Draft Landscape Code Review
5. CMA Draft Signage Code Review
6. CMA Draft Sign Definition
7. House Bill 399

AGENDA ITEM

Meeting Name: Town Council

Meeting Date: February 18, 2025

Prepared By: Davila, F. CFM.

Item Title: Chen Moore and Associates' detailed proposal

COUNCIL GOAL #2 (2024-2025)

BACKGROUND:

On December 17, 2024, at the Town Council meeting, staff recommended Chen Moore and Associates' (CMA) to work with the Town to rewrite the Town's code (see table #1) and serve as our consultant.

Table #1

Rank	Subject	Summary
1	Techniques for sound and slow growth	Council requested for staff to research planning techniques to promote slow growth and sound development in Juno Beach. Staff's recommendations include parking, landscaping, setback/lot coverage, incentives for certain uses, elimination of *combination* of Architectural styles in our current code.
2	Landscape Requirements	Council requested for staff to benchmark the entirety of the Town's landscape requirements with Palm Beach Gardens, and other communities. (discussed at Oct. P&Z Board meeting).
3	Floor Area Ratio / Volume and Massing of Single-Family dwellings.	Council requested for staff to have a consultant review and benchmark other communities for mass, size, scale, height, building area regulations, wall treatment, 2nd floor area, floor area ration, cubic ratio, off-street parking for single family homes, and to specifically benchmark the city of Lake Worth Beach, North Palm Beach and Palm Beach.
4	Sign Regulations	Staff initiated – The Town's sign code was last amended in 2006, with the changes in state legislature, some of our codes cannot be enforced

		effectively. Any amendments will require a legal review of the proposed language, this was planned to be addressed with a consultant.
5	Topographical Features	Council requested for staff to work with a consultant to review the Town's Code regarding current topographical features, the installation of fill and excavations.
6	Wall and Fence	Council requested for staff to have a consultant review this section of the code. Most recently, council directed staff to discuss this item again without the need of a Geotechnical Engineer.
7	Exterior Lighting Spillover	Discussion – as part of the Planning and Zoning Board's 2024 Topics, they wish to discuss limiting intrusive, spillover lighting from family residences. Previously, in January 2024, Town Council directed staff to proceed with the addition of a code section to address exterior lighting on residential housing and to not include a reference chart with foot candle criteria. At the March 2024 P&Z meeting, the Board requested for staff to work with an Engineer on creating lighting criteria, this was planned to be addressed with a consultant.

At the same meeting, Council approved to select CMA as the Code Rewrite consultant and have them provide an itemized cost sheet for each task for future consideration by the Council.

For the Council's review, CMA provided an updated copy of their proposal which includes a breakdown of their cost by each task (attachment #1, page 2), please note that this cost ($62,950) includes coordination with Town Staff, due diligence and research, and writing text to amend the zoning code. The breakdown of the cost, individually or as a total, **does not include** preparation and attendance at public workshops and hearings, these costs are separate.

Staff met with Mrs. Nilsa Zacarias, Director of Planning for CMA, and discussed the proposed cost for their attendance at two (2) public workshops and three (3) hearings, the anticipated total cost will not exceed the cost of $74,550.00. All preparation and attendance to public workshops and hearings are to be billed on an hourly basis and may be expanded if necessary at an additional cost to the Town.

RECOMMENDATION:

Staff recommends that the Town Council direct the Town Manager or designee to execute a contract with CMA per the Town's purchasing policy.

Attachment:

1. Updated CMA Proposal

TOWN OF JUNO BEACH • FLORIDA • INCORPORATED 1953

MEMORANDUM

To: Robert A. Cole, Town Manager

Date: October 28, 2025

Prepared By: Frank M. Davila, CFM, MPA, Director of Planning and Zoning

Item Title: CMA Planning Services background and status

Background

At the February 18, 2025, Town Council meeting, Council approved a contract with Chen Moore and Associates (CMA) for **Professional Planning Services** to update the Town's Zoning Code (see attachment #1).

The approved **scope of services** includes:

1. Coordination with Staff
2. Due Diligence and Research
3. Writing Text to Amend the Zoning Code
4. Public Workshops (not included in the lump sum fee; billed hourly)
5. Final Approval (not included in the lump sum fee; billed hourly)

The **topics selected by Council** for CMA to prepare Zoning Code amendments included the following:

1. Techniques for Sound and Slow Growth
2. Landscape Requirements
3. Floor Area Ratio / Volume & Massing of Single-Family Dwellings
4. Sign Regulations
5. Topographical Features
6. Walls and Fences
7. Exterior Lighting Spillover

It is noteworthy that Council approved CMA to work on **no more than three topics at a time**, and required that the proposal include an **individual cost per topic** as well as a **separate cost for public workshops and hearings** outside of the lump sum fee.

CMA began work on **landscape requirements**, **sign regulations**, and **exterior lighting spillover**.

CMA first initiated work on the sign regulations and landscape requirements and has completed the following tasks:

1. Coordination with Staff
2. Due Diligence and Research
3. Drafting initial Zoning Code text amendments

The **next steps** in the process would include:

- Conducting a public workshop;
- Revising the draft code based on public input;
- Presenting to the Planning and Zoning Board;
- Revising based on Board feedback;
- Legal review of the text (Town expense); and
- Final presentation to Town Council.

Current Status

On July 2, 2025, Town staff requested that CMA **pause all work related to exterior lighting spillover** due to the recent adoption of **Senate Bill 180**.

The draft work prepared for sign and landscape regulations also requires further review and potential revision, as portions may be interpreted as **more burdensome or restrictive** under the new legislation. (The draft redlines were prepared prior to the adoption of Senate Bill 180.)

Recommendation

Given the adoption of **Senate Bill 180**, it would be **prudent for the Town to temporarily hold off** on moving forward with the proposed code text amendments. The bill introduces new state-level provisions that may directly impact or preempt portions of the Town's Zoning Code. Proceeding before these implications are fully analyzed could lead to unnecessary revisions or inconsistencies in the future.

Moving forward prematurely could also create **additional legal and administrative costs**, as Senate Bill 180 may necessitate substantial revisions once its effects are clarified. Deferring action until there is greater certainty will help ensure compliance with state law and avoid duplicative or costly rework.

Financial Summary

Please see below for a breakdown of all costs paid to CMA to date.

Billing Phase	Fee	Percent Complete	To Date Amount
Professional Planning Services			
Technique for Sound and Slow Growth	8,862.00	0.00	0.00
Landscape Requirements	8,862.00	80.9184	7,170.99
Floor Area Ratio/Volume & Massing Dwelli	8,862.00	0.00	0.00
Sign Regulations	8,862.00	79.5972	7,053.90
Topographical Features	9,320.00	0.00	0.00
Wall and Fences	8,862.00	0.00	0.00
Exterior Lighting Spillover	9,320.00	3.1266	291.40
Total Professional Planning Services	**62,950.00**		**14,516.29**

PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 3rd day of March, 2025, by and between the **Town of Juno Beach**, a Florida municipal corporation ("Town") and **Chen Moore & Associates, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Town solicited quotes for Planning Services to assist the Town with revisions to the Town's Zoning Code; and

WHEREAS, the Town wishes to retain the services of Consultant, and Consultant has agreed to provide Planning Services to the Town in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND COMPENSATION. The Consultant shall provide Services to the Town pursuant to its detailed Proposal dated January 2, 2025, which is incorporated herein by reference. The Town shall compensate Consultant for services performed in accordance with the tasks and corresponding fees outlined in the Proposal, with the additional tasks billed at the hourly rates set forth in the Proposal. Consultant shall undertake no more than three (3) specific tasks at any given time and shall receive approval from the Town Manager or designee prior to commencing any specific task.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the execution of this Agreement by the Town and shall continue until all tasks approved by the Town are completed or either party terminates this Agreement as set forth herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Upon direction from the Town Manager, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or

Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: INVOICES. Consultant shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. Consultant, its officers, employees, and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE.

a. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$500,000 per occurrence
Worker's Compensation	$ statutory limits

b. The commercial general liability and automobile policies will name the Town as an additional insured and proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

c. Consultant hereby waives any and all rights to subrogation against the Town, its officers, employees, and agents 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 Consultant 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Town and the Consultant agree that the Town shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Juno Beach
Attn: Town Manager
340 Ocean Drive
Juno Beach, FL 33408

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.
Attn: Nilsa Zacarias, AICP
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 25: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County

ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 29: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Town upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Town accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Town to perform the service.

b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF JUNO BEACH AT: (561) 656-0316;

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

2. I am an officer or authorized representative of **Chen Moore & Associates, Inc.**

3. **Chen Moore & Associates, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____
Print Name: Jason McClay
Title: Vice President

CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

SECTION 32: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 33: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Town shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Town has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

TOWN OF JUNO BEACH:

By: _____
Frank Davila, Interim Town Manager

ATTEST:

By: _____
Caitlin Copeland-Rodriguez, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Leonard G. Rubin, Town Attorney

CONSULTANT:
CHEN MOORE & ASSOCIATES, INC.

By: _____
Print Name: Jason McClair
Title: 03/03/25

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) 401-9459

chen moore and associates

January 2, 2025

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

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

Subject: **Proposal for the Town of Juno Beach**
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. O24.0769 / 24-0000.P0101

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

The CMA planning team has established a strong professional reputation in Palm Beach County as a local company that is deeply rooted in the community. CMA has provided planning services to several coastal municipalities, including the Village of Tequesta (since 2010), Village of North Palm Beach (since 2016), City of Lake Worth Beach (since 2015), Town of Manalapan (since 2010), and Town of Palm Beach (since 2023).

Additionally, the CMA planning team has a history of collaborating with the Treasure Coast Regional Planning Council (TCRPC) on charrettes, code revisions, and the implementation of land development regulations. As examples of our experience with TCRPC, we recently completed an extended project with Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.

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The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING

Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following Code Items and Tasks:

Summary of Items, Tasks and Fees

No.	CODE ITEMS	TASKS	FEE ($)
1	TECHNIQUE FOR SOUND AND SLOW GROWTH	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
2	LANDSCAPE REQUIREMENTS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
3	FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
4	SIGN REGULATIONS	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
5	TOPOGRAPHICAL FEATURES	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
6	WALL AND FENCE	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	8,862
7	EXTERIOR LIGHTING SPILLOVER	Coordination with Town Staff Due Diligence and Research Writing Text to Amend Zoning Code	9,320
		TOTAL	$62,950

Note: The above Code Items and Tasks do Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

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Detail Description of Items and Tasks

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

2.1. TECHNIQUE FOR SOUND AND SLOW GROWTH: Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.

2.2. LANDSCAPE REQUIREMENTS: Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.

2.3. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.

2.4. SIGN REGULATIONS: Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.

2.5. TOPOGRAPHICAL FEATURES: Consultant will research the existing topographic features, the excavation permit process, and the associated fill requirements and impacts.

2.6. WALL AND FENCE: Consultant will review the existing for walls and fences code and research code language from coastal municipalities, including the Town of Palm Beach, Village of Tequesta, and Village of North Palm Beach.

2.7. EXTERIOR LIGHTING SPILLOVER: Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code

The Consultant will conduct the following Land Development Code Amendments:

3.1. TECHNIQUE FOR SOUND AND SLOW GROWTH: The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

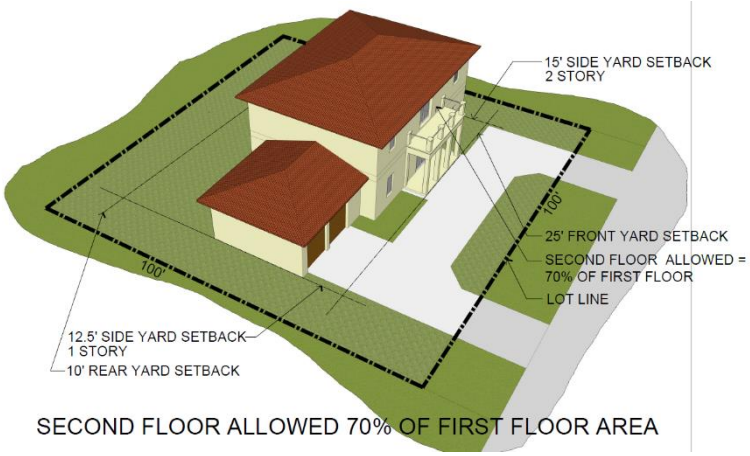
3.2. LANDSCAPE REQUIREMENTS: The Consultant will prepare amendments to the Land Development Code to update the Town's landscape requirements, including the removal of invasive exotic plants, an evaluation of the existing number of trees and shrubs, and an update to the list of permitted tree species. *The CMA team includes certified landscape architects and arborists with in-depth knowledge of invasive species, Palm Beach County code and Florida natives that will write a code based on best practices and in compliance with Florida Statutes.*

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3.3. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: The Consultant will prepare amendments to the Land Development code that address massing, size, scale, and height. The subject amendment may include the preparation of graphics to demonstrate the proposed land development code regulations.

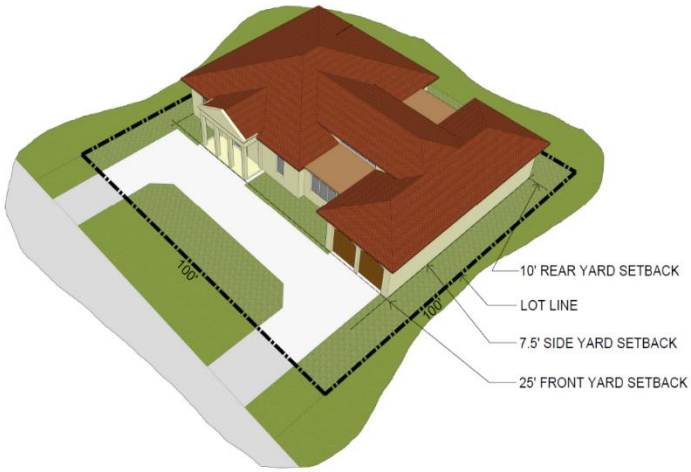
The CMA Planning team is proficient in 3D CAD renderings to showcase graphically the different options in terms of volumes and massing for single family residences that will facilitate a visual understanding and build consensus.

The following graphics were prepared for the Town of Palm Beach to address volume, massing, FAR, cubic ratio, off street parking and setbacks for single residential homes in relationship to lot coverage and open space for 1 and 2-story homes.



SECOND FLOOR ALLOWED 70% OF FIRST FLOOR AREA

ONE STORY REGULATIONS
INCENTIVE 50-7.5



50% LOT COVERAGE / 7.5' SIDE SETBACK

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3.4. SIGN REGULATIONS: The Consultant will prepare amendments to the Land Development Code that address sign regulations. The subject amendment will include the preparation of graphics to demonstrate the proposed sign code regulations. Our planning team is proficient in code language regarding sign codes including temporary and permanent, *we prepared sign code amendments for a number of municipalities including Town of Manalapan, Village of Tequesta and others. Also, we wrote a new sign code for the City of Westlake, a new municipality in Palm Beach County. This subject sign code includes definitions and graphics to reflect the requirements and clarify the text.*

3.5. TOPOGRAPHICAL FEATURES: The Consultant will prepare amendments to the Land Development Code to address current topographical features, the installation of fill, and excavations. *The CMA team includes civil engineers that are experienced in permitting and related code language.*

3.6. WALL AND FENCE: The Consultant will prepare amendments to the Land Development Code to update the existing walls and fences. Our planning team is proficient in code language regarding walls and fences.

3.7. EXTERIOR LIGHTING SPILLOVER: The Consultant will prepare amendments to the Land Development Code to establish lighting criteria aimed at limiting intrusive lighting and light spillover from residential properties. *The CMA team includes electrical engineers with expertise in lighting requirements.*

Task 4. Public Workshops

- Consultant will conduct workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of each Code Item, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **$62,950**. The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

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Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

Attachment(s):
Exhibit A – Work Authorization
Exhibit B – Rate Schedule
Exhibit C – Juno Beach – Ranking of Items List (Town Staff Update from 10-24-24)
Exhibit D - November 14, 2024 - Zoning Code Text Amendment Proposal
Exhibit E - Nilsa Zacarias, AICP, Summary Resume
Exhibit F - CMA General Services and Planning Services Flyer

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EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

Client Name: **Town of Juno Beach**
Client Contact: **Mr. Frank Davila**
Client Address: **340 Ocean Drive; Juno Beach, FL 33408**
Client Phone/Fax: **(561) 586-1634**
Client E-mail: fdavila@juno-beach.fl.us
CMA Proposal No. O24.0769 / 24-0000.P0101
Agreement Date: January , 2025
FEE: Lump Sum for Professional Services is **not to exceed $62,950.** The subject lump sum does Not include preparation and attendance at public workshops and hearings. Preparation and attendance at public workshops and hearings will be billed hourly as follows:

- Principal Planner $240
- Senior Planner $140

RETAINER: N/A

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of the current Continuing Services Contract. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

Town of Juno Beach (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

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EXHIBIT "B"
(Rate Schedule)

2023/2024 Hourly Rate Schedule

Labor Category	Hourly Rate
President	$550
Principal	$400
Principal Engineer	$300
Senior Engineer	$210
Project Engineer	$185
Associate Engineer	$130
Engineer	$120
Principal Landscape Architect	$230
Senior Landscape Architect	$165
Project Landscape Architect	$125
Associate Landscape Architect	$110
Senior Landscape Designer	$110
Landscape Designer	$95
Principal Planner	$240
Senior Planner	$140
Project Planner	$110
Associate Planner	$95
Senior Project Manager	$260
Senior Environmental Scientist	$160
Senior Designer	$160
Designer	$120
Senior Technician	$110
Technician	$100
Senior Construction Specialist	$150
Construction Specialist	$100
Administrative Staff	$100
Intern	$70

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EXHIBIT "C"
Juno Beach Status of To-Do List

1	Techniques for sound and slow growth	Council requested for staff to research planning techniques to promote slow growth and sound development in Juno Beach. Staff's recommendations include parking, landscaping, setback/lot coverage, incentives for certain uses, elimination of *combination* of Architectural styles in our current code.
2	Landscape Requirements	Council requested for staff to benchmark the entirety of the Town's landscape requirements with Palm Beach Gardens, and other communities. (discussed at Oct. P&Z Board meeting).
3	Floor Area Ratio / Volume and Massing of Single-Family dwellings.	Council requested for staff to have a consultant review and benchmark other communities for mass, size, scale, height, building area regulations, wall treatment, 2nd floor area, floor area ration, cubic ratio, off-street parking for single family homes, and to specifically benchmark the city of Lake Worth Beach, North Palm Beach and Palm Beach.
4	Sign Regulations	Staff initiated – The Town's sign code was last amended in 2006, with the changes in state legislature, some of our codes cannot be enforced effectively. Any amendments will require a legal review of the proposed language, this was planned to be addressed with a consultant.
5	Topographical Features	Council requested for staff to work with a consultant to review the Town's Code regarding current topographical features, the installation of fill and excavations.
6	Wall and Fence	Council requested for staff to have a consultant review this section of the code. Most recently, council directed staff to discuss this item again without the need of a Geotechnical Engineer.
7	Exterior Lighting Spillover	Discussion – as part of the Planning and Zoning Board's 2024 Topics, they wish to discuss limiting intrusive, spillover lighting from family residences. Previously, in January 2024, Town Council directed staff to proceed with the addition of a code section to address exterior lighting on residential housing and to not include a reference chart with foot candle criteria. At the March 2024 P&Z meeting, the Board requested for staff to work with an Engineer on creating lighting criteria, this was planned to be addressed with a consultant.

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EXHIBIT "D"

November 14, 2024 - Zoning Code Text Amendment Proposal
November 14, 2024

SENT VIA E-MAIL (fdavila@juno-beach.fl.us)

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

Subject: **Proposal for the Town of Juno Beach**
Zoning Code Text Amendment / Land Development Regulations (LDRs)
CMA Proposal No. O24.0769 / 24-0000.P0101

Dear Mr. Davila,

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services and Fee to provide professional planning services to update the Zoning Code of the Town of Juno Beach (the Town).

PROJECT INTRODUCTION

The Town's Planning and Zoning Department has requested a proposal to prepare a Zoning Code amendment including due diligence, code research, writing text and attending public workshops and hearings. The purpose is to provide language to address current zoning code challenges that have been identified by the Town Council and Town Staff.

We are a local planning company located in Jupiter, close to the Town and proficient in writing Zoning Code Amendments. We have an in-depth understanding of the urban character and natural environment of Juno Beach. In 2013, Nilsa Zacarias, Director of Planning for CMA, assisted the Town of Juno Beach with the EAR-Based Comprehensive Plan Amendment. Ms. Zacarias prepared three elements of the Comprehensive Plan: Capital Improvement, Future Land Use, and Intergovernmental Coordination elements.

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Dr. Kim DeLaney; and, we worked with Mr. Dana Little at the charrette that he conducted in Tequesta, and then, we wrote a detail code to implement and reflect the resident's vision as a result of the charrette.
The subject proposal is based on the information provided by Town Staff and includes a detailed scope and fee for each task required to amend the existing Land Development Regulations.

PROJECT STAFFING
Chen Moore and Associates – Land Planners & Civil Engineering

SCOPE OF SERVICES
The scope of services our firm shall provide under this agreement as per our recent discussions, correspondence, and the updated table provided by Town Staff (Exhibit C) includes the following tasks:

Task 1. Coordination with Town Staff

- Consultant will meet with Town Staff for the project kick-off meeting to coordinate scope, project schedule, and deliverables.
- Consultant will meet with Town Staff throughout the project as needed.

Task 2. Due Diligence and Research

2.8. TECHNIQUE FOR SOUND AND SLOW GROWTH: Consultant will research techniques that contribute to sustainable, sound, and slow development strategies for the Town, including recommendations for site requirements (such as parking, landscaping, setbacks, and lot coverage) and various architectural styles.

2.9. LANDSCAPE REQUIREMENTS: Consultant will research the existing land development code to address outdated landscape regulations, such as the removal of invasive exotic plant species, review of the existing tree and shrub requirement.

2.10. FLOOR AREA RATIO / VOLUME & MASSING OF SINGLE-FAMILY DWELLINGS: Consultant will research land development code regulations regarding size, scale, height, and building area regulations for single family residential. Due diligence will include code language from local governments such as Town of Palm Beach, City of Lake Worth Beach, Village of North Palm Beach, Village of Tequesta, and any other municipality suggested by Town Staff.

2.11. SIGN REGULATIONS: Consultant will research the sign code from similar municipalities for real estate signs, snipe signs, and other similar signs.

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2.14. EXTERIOR LIGHTING SPILLOVER: Consultant will review the existing land development code for lighting criteria and assess local governments for lighting requirements for residential housing.

Task 3. Writing Text to Amend Zoning Code
The Consultant will conduct the following Land Development Code Amendments:

3.8. TECHNIQUE FOR SOUND AND SLOW GROWTH: The Consultant will prepare amendments to the Land Development Code to implement sound growth and slow development techniques, incorporating new requirements for parking, landscaping, setbacks/lot coverage, and incentives

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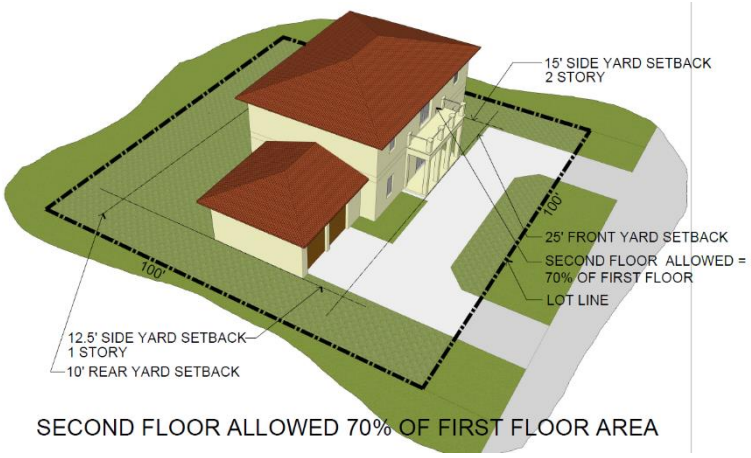
for certain uses, while eliminating architectural style requirements from the existing code of ordinances.

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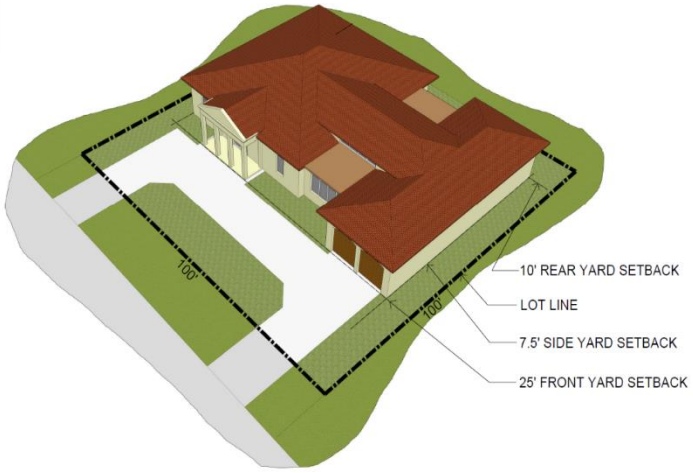
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SECOND FLOOR ALLOWED 70% OF FIRST FLOOR AREA

ONE STORY REGULATIONS
INCENTIVE 50-7.5



50% LOT COVERAGE / 7.5' SIDE SETBACK

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Task 4. Public Workshops

- Consultant will conduct two (2) workshops to present proposed code, listen to comments, gather feedback from the Board and Council, and allow for public input: one (1) with the Town's Planning and Zoning Board and one (1) with the Town Council.

Task 5. Final Approval

- Consultant will attend the Local Planning Agency hearing for a recommendation of approval.
- Consultant will attend the Council hearing for the first and second reading of the proposed code amendment.

DELIVERABLE AND TIMELINE

Consultant will provide the Client with Final Text Amendment language within six (6) months of approval of this subject proposal, and receiving a P.O.

FEE SUMMARY

CMA will provide services for a lump sum amount not to exceed **$74,550.00**.
Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

Respectfully submitted,

Nilsa Zacarías

CHEN MOORE AND ASSOCIATES
Nilsa Zacarias, AICP
Director of Planning

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Office: +1 (561) 401-9459

chen moore and associates

EXHIBIT "E"
Nilsa Zacarias, AICP, Summary Resume

Nilsa Zacarias, AICP
Director of Planning

Hire Date
07/27/2009
Years with other firms: N/A

Education
Master of Community and Regional Planning Minor in Housing, Iowa State University, Fulbright Scholar, Bachelor of Architecture, Catholic University Asuncion, Paraguay

Professional Affiliations
Fulbright Alumni Association
Palm Beach County Planning Congress
Planning & Zoning Commission, Town of Jupiter

Certifications
Certified Planner by the American Institute of Certified Planners (AICP)

Presentations at Conferences
Protecting Community Character: Lessons Learned American Planning Association Florida Chapter Conference (FAPA), Tampa, Florida – September 2024 (upcoming)

Chair of Affordable Housing Symposium: Solutions and Strategies. Palm Beach County Planning Congress-West Palm Beach, Florida-April 2024

Inclusive and Equitable Public Open Spaces. American Planning Association Florida Chapter Conference (FAPA), Jacksonville, Florida – September 2023

Nilsa Zacarias, AICP is CMA's Principal Planner. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Public Engagement, Land Development Regulations, Annexations, Master Plans, Neighborhood Plans, Design Guidelines, Development Review & Processing, and others. She has an in-depth knowledge of Florida Statutes requirements.

Project Experience

General Planning Services, Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. Since its incorporation in 2016, CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations t o be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

General Planning Services, Land Development Regulations, Comprehensive Plan Amendments, Village of Tequesta- Since 2010 provided planning services including EAR-based Comprehensive Plan Amendments, LDR amendments (writing code language to create overlays, Parking regulations, updating definitions, and others); Site Plan Reviews (DRC Meetings, Staff Reports, meetings with developers); presentations at workshops, hearings at P&Z Board and Village Council meetings; Annexations studies and analysis with public outreach; community outreach and vision for a Parks Master Plan and Design Guidelines.

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) - Village of North Palm Beach - CMA updated the Village of North Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.) and updates to reflect changes in the Village's trends, vision and demographics.

Urban Design, LDRs, EAR- based Comprehensive Plan Text Amendments, and Neighborhood Plans, City of Lake Worth Beach . Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

EAR based Comprehensive Plan Update, City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

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Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Design Guidelines, Public Participation and Zoning Code Amendment, Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Public Participation Program, Parks Master Plan "Our Parks Our Values" – Village of Tequesta
CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.

GIS Mapping, 2050 Long Range Transportation Planning (LRTP), Treasure Coast Regional Planning Council
This project involved policy analysis and considerations for 107 TOD stations located in Palm Beach County including land uses, demographics and market studies. The CMA planning team prepared GIS maps and data tables based on ARC GIS Business Analyst to be used in the transit and roadway modeling of the 2050 Long Range Transportation Planning (LRTP) prepared by the Palm Beach Transportation Planning Agency's (TPA), and Treasure Coast Regional Planning Council. The purpose of this work order was to analyze the development capacity surrounding the potential transit stations along the 561 corridors countywide in Palm Beach County. The analysis identified the existing and potential residential units and non-residential square footage of each station, factoring in desired station typology and land use regulations and entitlements. CMA was contracted by the Treasure Coast Regional Planning Council to conduct this study. The existing conditions analysis and mapping for the 107 TOD station included 1,926 GIS maps (Age of Structures, Assessed Value of Improvements, Taxable Value, Density, FAR, NAICS, MAZ, property acreage and others). Once the key sites for redevelopment were identified, CMA prepared 107 GIS maps showcasing the potential capacity of the subject sites.

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EXHIBIT "F"
CMA General Services and Planning Flyers



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OUR SERVICES

Founded in 1986, Chen Moore and Associates, Inc. (CMA) specializes in civil engineering, water resources, water and sewer, landscape architecture, irrigation, planning, electrical engineering, transportation, environmental and construction engineering services. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients.

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Euclid Road Streetscape Master Plan, Miami Beach, FL



3D Visioning Rendering Phase 1, City of Lake Worth Beach, FL



Community Participation, Parks Master Plan, Village of Tequesta, FL

PLANNING

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Land use planning is about community building, it is integral to the sustainable development of cities and towns. It involves looking at how land should be used, ranging from green space to residential areas, commercial and industrial sites. Land-use planning takes place within the framework of local zoning laws, state and federal regulations; and careful planning aims to preserve the environment, promote social gatherings, enhance communities, and support transportation, industry, and economic development. CMA provides long range and current planning services by focusing on sustainable principles with unparalleled graphic skills and superior analytical capabilities to local governments, communities, and private sector clients throughout Florida.

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OUR PLANNING SERVICES INCLUDE:

Long Range Planning

- Sustainable Comprehensive Plan & Text Amendments
- Neighborhood Plans
- Land Development Regulations & Zoning Codes
- Evaluation and Appraisal Reviews
- Annexation Plans & Processing

Current Planning

- Development Applications & Approvals
- Site Plan Designs & Reviews
- Technical Reports

Community & Neighborhood Involvement

- 24/7 Open Community Forums
- Vision & Master Plans
- Design Charrettes
- Neighborhood Participation & Plans

Graphics and Geographic Information System (GIS)

- GIS Maps
- 3D Computer Rendering/ Conceptual Design/CAD

WE PLAN AND DESIGN MEMORABLE PLACES



Mixed-Use District, 3D Visioning Rendering Phase 2, City of Lake Worth Beach, FL



Currie Park Phase I - Visioning, Public Participation, West Palm Beach, FL



Beach Road Corridor, Design Guidelines, Village of Tequesta, FL

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DRAFT – 6/11/25

DIVISION 7. LANDSCAPING REQUIREMENTS

Sec. 34-1079. Purpose and intent.

The purpose and intent of this division is to protect, preserve, and enhance the natural environment and beauty of the town by creating minimum standards for landscaping and vegetation protection. Landscaping that meets these standards will:

(1) Improve the aesthetic appearance of the town.

(2) Improve air and water quality by such natural processes as transpiration and the maintenance of permeable land areas for aquifer recharge and surface water filtration.

(3) Reduce noise and pollution through the filtering and buffering capacity of living trees and vegetation.

(4) Promote energy conservation through:

a. The creation of shade which reduces heat gain in or on buildings and paved areas; and

b. The channeling and control of breezes to facilitate the natural cooling of buildings.

(5) Reduce erosion by stabilizing the soil.

(6) Provide habitat for wildlife.

(7) Conserve freshwater resources through the use of drought-tolerant plants.

(8) Provide a visual buffer between otherwise incompatible types of land uses.

(9) Increase land values by requiring landscaping in developments, thereby becoming a capital asset.

(10) Provide direct physical and psychological benefits to humans by reducing noise and glare in addition to breaking up the visual monotony and softening the perception of an urban environment.

(11) Promote innovative and cost-conscious approach to design, installation and maintenance of landscaping, and encourage water and energy conservation.

(12) Require the removal of nuisance vegetation to ensure preservation of protected or native vegetation and encourage no disruption of native ecosystems.

(13) Provide for the public health, safety and welfare.

(Ord. No. 207, § 5.70.1, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-1080. - Definitions.

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

ANSI A300 Standards means the American National Standard for Tree Care Operations published by the National Arborist Association and approved by the American National Standards Institute.

Beach dune vegetation means that vegetative dune growth or beach dune vegetation consisting of any natural vegetative cover which binds the sand on the beach and along the shore for prevention of erosion and provides organic nutrients to the dune system, including, but not limited to, any of the grasses commonly known as sea oats (Uniola paniculata) and sea grapes (Coccolobis uvifera).

Buffer, perimeter landscape, means a continuous area of land which is required to be set aside along the perimeter of a lot in which landscaping is used to provide a transition between and to reduce the environmental, aesthetic and other impacts of one type of land use upon another.

Caliper means quantity in inches of the diameter of supplemental and replacement trees measured at the diameter at breast height, or 4½ feet above the ground.

Conifer tree means any tree with needle leaves and a woody cone fruit, including, but not limited to, those representative species.

Deciduous means those trees that shed their leaves in the fall or winter.

Department means the department of planning and zoning of the town.

Detention/retention area means an area, typically basin-shaped, which is designed to capture substantial quantities of stormwater and to gradually release the same at a sufficiently slow rate to avert flooding.

Development means any proposed material change in the use or character of the land, including, but not limited to, land clearing, placement of buildings or other structures on land, mining, dredging, filling, grading, paving, excavating, drilling operations, permanent storage of materials or subdivision of the land into three or more parcels.

Diameter at breast height (DBH) means the diameter, in inches, of a tree measured at 4½ feet above the existing grade.

Director indicates the head of the Planning and Zoning Department and/or their designated representative.

Ecosystem means a characteristic assemblage of plant and animal life within a specific physical environment, and all interactions among species, and between species and their environment.

Evergreen means those trees, including broad-leaf and conifer evergreens, that maintain their leaves year-round.
Ground cover means plants, other than turf grass, normally reaching an average maximum height of not more than 24 inches at maturity.

Hat racking or *tree topping* means the cutting back of limbs larger than one inch in diameter within the tree's crown between branch collars/buds.

Hedge means a landscape barrier consisting of a continuous, dense planting of shrubs which form a compact, visually opaque living barrier.

Impervious area means a surface area on or in a parcel of real property, which prevents or severely restricts infiltration of stormwater into the earth.

Indigenous means having originated in and being produced, growing, living or occurring naturally within a particular region or environment.

Individual single-family dwelling means a dwelling unit and/or lot that has been subdivided that is developed separately from a master developer.

Irrigation means the water supply system to support landscaping which shall be in the form of an underground sprinkler system providing 100 percent coverage of all landscaped areas or landscaping.

Irrigation system means a permanent, artificial watering system designed to transport and distribute water to plants.

Landscape architect means an individual engaged in the professional practice of landscape architecture. Such individual shall be licensed and currently registered within the state to practice under the bylaws as established by F.S. ch. 481, part II.

Landscaping means any combination of living plants (such as grass, ground cover, shrubs, vines, hedges, or trees) and non-living landscape material (such as rocks, pebbles, sand or mulch). Swimming pools, decking, pedestrian paths and sidewalks are not considered landscaping.

Lawn means an area maintained through the use of grasses or turf.

Mulch means non-living organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture.

Native plant material means that material recognized as such by the state department of agriculture and consumer services.

Pervious surface area means all that area of land that can be landscaped or planted, that allows natural passage through by water and is not covered by non-pervious manmade materials or structures, such as buildings or paving.

Preserves or *preserve areas* means that portion of native upland vegetation which is required to be set aside from development or other alteration activities, protected from the removal of any native tree or understory species, managed to maintain viability for wildlife habitat, and maintained free of prohibited plant species.

Prohibited plant species means those plant species which are defined as invasive plant species by the state exotic pest plant council. In addition, those species listed in section 34-1089(f) shall also be prohibited.

Pruning means the removal of limbs, branches, and/or suckers in accordance with the National Arborist Standards.

Relocation planting means the relocation and installation of existing landscape material from one portion of a site to another.

Removal means the physical removal of vegetation and/or trees. The term "removal" also includes any intentional or negligent act which will cause vegetation to decline or die within a period of three years, including, but not limited to, such damage inflicted upon the tree itself; damage to the root system of a tree by the operation of heavy machinery; damage from the change of natural absorption of the root system of a tree or around the trunk of a tree; and damages from injury or from fire inflicted on a tree which results in or permits infections or pest infestations.

Shrub means a self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base.

Sight triangle means a point of measurement whereby an individual in a vehicle has the ability to sight a prescribed distance without pulling onto a vehicular thoroughfare.

Site means that parcel of land for which a vegetation removal permit is sought.

Site development plan or *final site plan* means an approved site development plan that has received site plan approval from the town. Subdivision of land shall not be considered a site plan approval.

Supplemental planting means the planting of trees on a site that, prior to development, had less than the minimum standard of trees per acre of pervious surface area.

Tree means any living, self-supporting woody or fibrous plant which is a conifer, an evergreen, deciduous or ornamental.

Tree survey means a drawing certified by a land surveyor, engineer, or landscape architect registered in the state as to the location and size of all vegetation, as defined by this section.

Turf means continuous plant coverage consisting of grass species suited to growth.

Vegetation, native, means any plant species with a geographic distribution indigenous to all or part of the state according to the state department of agriculture and consumer services.

Vegetation, protected, means all vegetation other than prohibited plant species or vegetation excluded from protection under the exemption provisions of this chapter.

Sec. 34-~~1080~~ 1081. Landscape plan submission and approval.

(a) *Applicability.* The provisions of this division shall apply as follows:

(1) To any new development or modification to existing development wherein that portion of the site which is being modified must comply with the requirements contained herein to the extent that it is physically practicable;

(2) To any modification to existing development wherein there results an increase of ten percent of the gross floor area of the structure, or structures, situated on the site in which case the entire site shall be upgraded to present landscape standards. However, accessory structures which are no greater than 1,000 square feet in gross floor area shall not be required to meet these standards;

(3) ~~A single-family dwelling and a duplex shall be exempt from all provisions of this division with the exception of those regulations pertaining to swales and visibility at intersections, maintenance of rights-of-way, irrigation restrictions and automatic rain switches required on all new irrigation systems, and those properties greater than four acres in area which must adhere to the Environmentally Sensitive Lands Ordinance.~~

(4) All single-family and two-family lots proposed for new development, redevelopment, renovation or modification in excess of 50 percent of the assessed value of the existing development prior to the start of construction shall be required to submit landscape and irrigation plans to the Planning and Zoning Department for review and consideration of approval prior to issuance of certificate of occupancy. This provision shall also apply to any renovation, restoration or construction activity to an existing structure or existing landscaped area wherein the renovation, restoration or construction activity value exceeds 50 percent of the assessed value of the existing structure, or 50 percent of the estimated value of the existing landscaped areas determined by the Planning and Zoning Director or designee.

(b) *Landscape plan required.* At the time of application for approval for all site plans and site plan revisions, special exceptions, planned unit developments, and variances, except for a single-family dwelling and a duplex, a landscape plan shall be submitted for review by the planning and zoning board and approval by the town council.

(c) *Contents of plan.* The landscape plan, signed and sealed by a landscape architect registered in the state, shall be drawn to a scale of not less than one inch equals 30 feet, including dimensions and distances, and clearly delineate the existing and proposed parking spaces or other vehicular and/or water outlets, the location and size of buildings, if any, to be served, and the location, size, number, name and description of all landscape materials to be installed or, if existing, to be used in accordance with the requirements hereof. Such description shall include both scientific and common name and native or nonnative designation. The percentage of native plant material utilized for each type of plant including trees, shrubs, and ground cover shall be provided, and a notation stating that all landscape areas, excluding native preserve areas, shall be provided with 100 percent automatic irrigation shall be included on landscape plan.

(Ord. No. 207, § 5.70.2, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 392, 5-16-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1081~~ 1082. Administration.

The director shall administer these regulations under the direction of the town council.

(Ord. No. 207, § 5.71, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1082~~ 1083. Letter required from project landscape architect.

Prior to the issuance of a certificate of occupancy, the project landscape architect is required to submit a signed and sealed letter to the town planning, zoning and building department certifying that the landscaping on site is in accordance with the approved landscape plan.

(Ord. No. 207, § 5.71.1, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1083~~ 1084. Performance surety.

In the event that the landscaping requirements of this chapter have not been met at the time that a certificate of occupancy or certificate of use is requested, the town council may approve such request provided the town council enters into an agreement with the owner or his agent that the provisions and requirements of this chapter will be complied with. The owner or his agent shall post a performance bond or other approved surety in an amount equal to 125 percent of the cost of materials and labor and other attendant costs incidental to the installation of the required landscaping. The surety shall:

(1) Run to the town;

(2) Be in a form satisfactory and acceptable to the town; and

(3) Specify the time for the completion of the landscape requirements.

(Ord. No. 207, § 5.72, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1084~~ 1085. Landscape requirements.

(a) In keeping with the purpose and intent of this division, the following general requirements shall apply in all zoning districts in the town.

(b) A graphic survey of existing vegetation, delineating all viable native vegetation and all trees greater than four inches in diameter (caliper) at four feet above ground, shall be submitted. Such graphic survey shall be prepared by a landscape architect or land surveyor registered in the state and be of the same scale as the landscape plan.

(c) Reasonable requirements for the preservation of outstanding natural and cultural features shall be required. These features include trees with trunks larger than eight inches in diameter measuring four feet above the ground, groves, watercourses, historic sites, and similar irreplaceable assets in which there is public interest.

(d) All new trees shall be located so as to provide unrestricted flow or access to drainage swales or utility easements. Vegetation in easements and rights-of-way must have appropriate utility company and agency approval. In addition, the height of damage-prone trees shall be limited along hurricane evacuation routes.

(e) New trees shall meet the specifications as set forth in section 34-~~1088~~ 1089(f).

(f) Trees shall be hardy and suitable to local soil and climate.

(g) The use of native vegetation plantings shall be prioritized, and all plant materials of each type, including trees, shrubs and ground cover, shall be at least 50 percent native. In addition, xeriscape principles shall be utilized in all landscape designs and installations (see section 34-~~1088~~ 1089(a)). For a list of native vegetation and guide for plant selection and landscape design, refer to the University of Florida's "The Florida Friendly Landscaping™ Guide to Plant Selection and Landscape Design."

(h) Existing native vegetation shall be preserved to the maximum extent practicable. The town encourages applicants to make all native vegetation to be removed from the site available, either by fee or donation, to the town and its residents for reuse. The developer shall notify the town three weeks prior to vegetation removal, so that the town may notify residents by notice at town hall and phone message of such vegetation availability. Upon such notice residents shall have two weeks to contact the developer regarding removal of native vegetation.

(i) The type and location of landscaping shall take into consideration the preservation of native vegetation areas, and the director may make exceptions to the regulations in this division to ensure the preservation of such native vegetation areas.

(j) All conditions and requirements of the Environmentally Sensitive Lands Ordinance, article IV, division 14 of this chapter, and section 34-1123 shall be complied with.

(k) Changing 30 percent or more of all trees and shrubs on a site from the originally approved landscape plan shall require submittal of a new plan showing new plant types and locations to the planning and zoning department for review and approval.

(l) The public works, planning and zoning, and code compliance departments shall be responsible for managing the town's tree planting program. The public works department shall be responsible for the care and maintenance of trees present on town-owned property.

(Ord. No. 207, § 5.73, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 421, 2-19-1992; Ord. No. 434, 12-16-1992; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999; Ord. No. 740, § 3, 4-28-2021)

Sec. 34-~~1085~~ 1086. Removal of invasive plants.

East of the Coastal Construction Control Line (CCCL), invasive exotic pest plants, including the Brazilian pepper, Australian pine, and melaleuca, shall be removed and replaced with appropriate native coastal vegetation. Any exotic plant recurrence shall be required to be removed and replaced with appropriate vegetation. Such native coastal vegetation shall serve to stabilize the coastal dune area. This provision shall apply to all properties. Coastal vegetation shall be species planted to be designated as moderate drought tolerant or very drought tolerant, designated as a non-invasive species, have a hardiness zone designation other than tropical, be proposed for planting with regard for salt tolerance depending upon the proposed geographic location and its proximity to the Atlantic Ocean and have a medium or high wind tolerance. All designations referenced in this section shall be as indicated within the South Florida Water Management District Waterwise Guide.

(Ord. No. 207, § 5.73.1, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 517, 12-1-1999)

Sec. 34-~~1086~~ 1087. Protection of trees and other vegetation to be preserved on site.

Trees and other vegetation which are to be preserved on a site shall be protected from damage during the construction process according to appropriate tree and vegetation protection techniques. The Tree Protection Manual for Builders and Developers, published by the state division of forestry, department of agriculture and consumer services, shall be the standard for determining the appropriateness of proposed techniques for tree protection. All vegetation areas shall be fenced off with screening to prevent any damage. All trees and vegetation which are to be preserved and do not survive shall be replaced by a plant or tree of equal size, or an equivalent number of trees based on trunk diameter.

(Ord. No. 207, § 5.73.2, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1087~~ 1088. Parking area landscaping.

(a) All areas used for parking of vehicles (including boats, trailers or construction equipment) or any other vehicular use shall conform to the minimum landscaping requirements provided herein, except under, on, or within buildings and parking areas serving a single-family dwelling and a duplex.

(b) Adjacent to street. On the site of a building or open lot use providing an off-street parking area or other vehicular use area, where such area will not be entirely screened visually by an intervening building or structure (such as a wall or fence, provided landscaping is provided on the side facing the abutting street, see section 34-905) from any abutting street, excluding dedicated alleys, there shall be provided landscaping between such area and such street as follows:

  (1) A strip of land at least five feet in width located between the abutting street and the off-street parking area or other vehicular use area shall be landscaped;

  (2) Landscaping of land strips shall include at least one tree for each 30 lineal feet or fraction thereof. In addition, a hedge or other durable landscape barrier of at least four feet in height shall be placed within such landscaped strip. If a hedge is placed within such strip, plants shall be a minimum of 24 inches in height immediately after planting and shall be of a species that will grow to a height of four feet in one year's time.

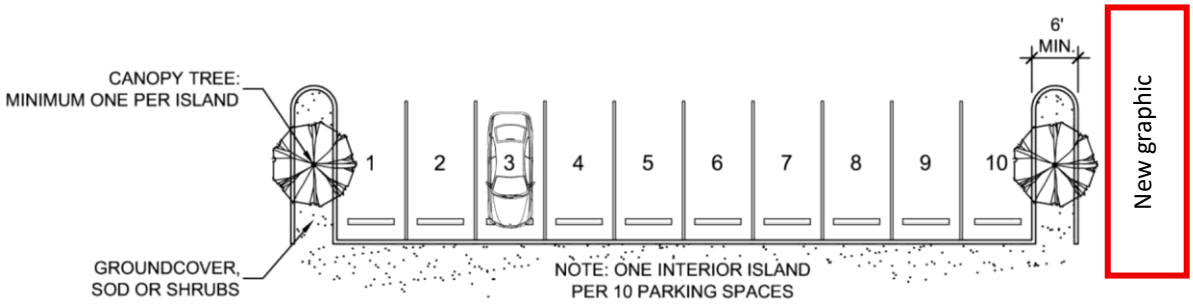
(c) Landscaping relating to abutting properties. On the site of a building or structure or open lot use providing an off-street parking area or other vehicular use area, such area shall be provided with a landscaped barrier, preferably a hedge that is a minimum of 24 inches in height immediately after planting and shall be of a species

that will grow to a height of four feet in one year's time, to form a continuous screen between the off-street parking area or other vehicular use area and the abutting property in a planting strip of not less than five feet in width. In addition, at least one tree for each 30 lineal feet or fraction thereof shall be placed within such strip. The provisions of this subsection may not be applicable, at the discretion of the town council, when a property line abuts a dedicated alley.

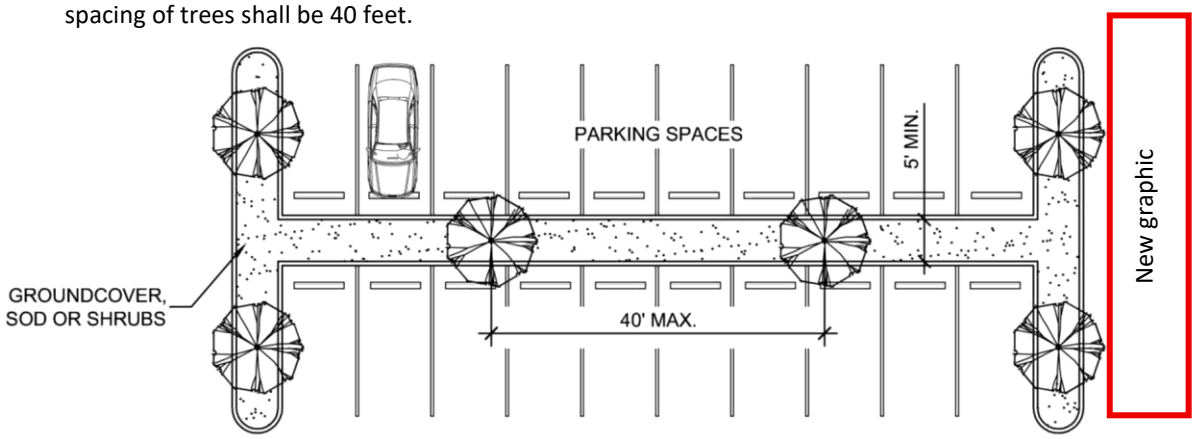
(d) Landscaping interior parking areas.

(1) A minimum of 20 square feet of landscaping for each parking space shall be provided within the interior of an off-street parking area.

(2) Each row of parking spaces shall be terminated by landscaped islands which measure not less than ~~five~~ six feet in width (inside of curb to inside of curb) and 90 square feet in area. At least one tree shall be planted in each 90-square-foot island. In addition, no more than ten parking spaces may occur in a row without a landscape island as described in subsection (d)(1) of this section. The remainder of the terminal island shall be landscaped with turf, ground covers or shrubs or a combination of any of these.



(3) Landscaped divider medians shall be used to meet interior landscape requirements. The divider medians shall form a continuous landscaped strip between abutting rows of parking spaces. The minimum width of a divider median shall be five feet. One tree shall be planted for each 30 lineal feet of divider median or fraction thereof. Trees in a divider median may be planted singularly or in clusters. The maximum spacing of trees shall be 40 feet.



(4) All interior landscaped areas not dedicated to trees or to preservation of existing vegetation shall be landscaped with grass, ground cover, shrubs or other appropriate landscape treatment. Sand or pavement shall not be considered appropriate landscape treatment.

(5) All terminal landscape islands shall be surrounded with a continuous nonmountable concrete curb.

(6) Exceptions to subsections (d)(2) and (3) of this section and the requirement for wheel stops in article IV, division 4 of this chapter may be made for an area in a parking lot no greater than 20,000 square feet

where it is demonstrated that a public gathering place or square is desired to be available for special events. Such gathering place or square area must be bounded by either landscape islands or medians per subsection (d)(2) or (3) of this section, whichever is applicable, and subsection (d)(4) of this section, to form a greenbelt along the perimeter.

(e) Landscaping between parking areas and buildings for single-family attached and multifamily residential and nonresidential uses. Parking rows and traffic aisles must be separated from principal structures on the sides, front, and rear (excluding designated loading areas) by a landscape strip at least four feet in width and a minimum four-foot-wide walkway, unless the town determines that, based on the site design, pedestrians would require no use of the sidewalk. (foundation plantings section below)

(Ord. No. 207, § 5.74, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1088~~ 1089. Design, installation, maintenance, irrigation and plant material standards.

(a) *Design.* Xeriscape principles shall be utilized in landscape design and installations. Principles of xeriscape include:

(1) Appropriate planning and design to include consideration of the size and shape of the lot, soil type, topography, intended use of area site-specific planting to minimize irrigation waste.

(2) Use of soil analysis and appropriate amendments to provide better absorption of water and to provide beneficial plant nutrients.

(3) Efficient irrigation systems which permit turf and other less drought-tolerant plantings to be watered separately from more drought tolerant plantings, consideration of low volume drip, spray or bubbler emitters for trees, shrubs and ground covers.

(4) Reduction of turf areas, utilizing less water-demanding materials such as low water demand shrubs and living ground covers in conjunction with organic mulches.

(5) Utilization of drought tolerant plant materials and the grouping of plants with similar water requirements.

(6) Utilization of mulches to increase moisture retention, reduce weed growth and erosion and increase the organic content of soil upon degradation. Mulch should be initially applied at a three inch depth, but pulled away from direct contact with stems and trunks to avoid rotting. Mulched planting beds are an ideal replacement for turf areas.

(7) Appropriate maintenance to preserve the intended beauty of the landscape and conserve water.

(b) *Installation.* All landscaping shall be installed according to accepted good planting procedures with the quality of plant materials as hereinafter described, and shall be installed so as to meet all other applicable ordinances and code requirements. There shall be no vehicular encroachment over or into any landscaped area. Wheel stops and/or curbs shall be placed at least two feet from the edge of such landscaped area. Where a wheel stop or curb is utilized, the paved area between the wheel stop or curb and the end of the parking space may be omitted, provided it is landscaped with ground cover in addition to the required landscaping as set forth herein. A representative of the town charged with the issuance of building permits shall inspect all landscaping and no certificate of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein.

(c) *Maintenance.*

(1) The owner, tenant, and their agent, shall be responsible for the continued proper maintenance of all landscaping located on their property and on adjacent rights-of-way which shall be maintained in good

condition so as to present a healthy, neat, and orderly appearance and shall be kept free from refuse and debris. Proper maintenance shall include:

a. Periodic watering to maintain healthy flora, more drought tolerant material, minimize fungus growth and stimulate deep root growth;

b. Pruning to maintain the health and viability of the tree in accordance with the American National Standards Institute, ANSI A300-2001 (Tree, Shrub and other Woody Plant Maintenance), as amended; hat racking and excessive pruning is prohibited;

c. Grasses shall be mowed as required;

d. All roadways, curbs and sidewalks shall be edged when necessary to prevent encroachment of grasses;

e. All lawns and planted areas shall be fertilized periodically to ensure continued healthy growth;

f. Dead plant material shall be replaced; and

g. Unprotected and/or prohibited harmful and illegal plants species, as outlined in subsection (f)(2) of this section, shall be removed.

(2) Palm pruning requirements.

a. Nor more than one-third of all fronds shall be removed. All brown fronds and hanging fronds (and those located immediately above such brown and hanging fronds) can be removed up to the horizon line.

b. No pruning above the horizon line, except for dead or diseased fronds, in accordance with the graphic below:



Before Pruning	**After Proper Pruning**	**After Excessive Pruning**
Mature palms often need pruning to remove lower fronds that are chlorotic or dead. There should be no pruning of live green fronds above the horizon line.	After pruning, palms should retain green fronds at the horizon line. Fronds that are dead or more than half chlorotic should be cleared.	Pruning in excess of one-third of fronds is prohibited. Over-pruned palms are unattractive and may attract pests.

(3) Landscaping may be inspected as needed, to ensure that the standards established in this section are maintained. The owner, tenant or his agent shall be notified in writing via certified mail by the town of any areas which are not being properly maintained and shall, within 30 calendar days from time of notification, address and rectify the deficiency.

(d) *Irrigation standards for all development~~, excluding a single family unit~~.*

(1) *Complete irrigation coverage.* All landscaped areas shall be provided with a sprinkler system, automatically operated, to provide complete coverage of all plant materials and grass to be maintained. Exceptions to the requirement to provide irrigation are noted in subsections a and b of this subsection (d)(1).

a. *Irrigation of existing plant communities.* Existing plant communities and ecosystems, maintained in a natural state, do not require and shall not have any additional irrigation water added in any form.

b. *Reestablished native plant areas.* Native plant areas that are supplements to an existing plant community or newly installed by the developer may initially require additional water to become established. The water required during the establishment period shall be applied from a temporary irrigation system, a water truck or by hand watering from a standard hose bib source.

(2) *Irrigation design standards.* The following standards shall be considered the minimum requirements for landscape irrigation design:

a. All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials and grass to be maintained. The use of recycled water is encouraged.

b. Wherever feasible, sprinkler heads irrigating lawns or other high water demand landscape areas shall be circuited so they are on a separate zone or zones from those irrigating trees, shrubbery or other reduced water requirement areas.

c. Irrigation spray, whenever possible, shall only cover permeable areas and in no instance spray onto any public access, sidewalk, street or other nonpervious area. Special attention should be paid to well water, as the iron and minerals in the water cause unsightly staining.

d. The use of low trajectory spray nozzles is encouraged in order to reduce the effect of wind velocity on the spray system.

e. The use of low volume or drip systems is encouraged.

f. The use of pop-up sprinkler heads is required in the swale area between the property line and the edge of pavement of the adjacent right-of-way to minimize pedestrian hazards.

(e) *Plant material.* Plant material used in conformance with the provisions of this chapter shall be of a root system adequate to promote continued growth, have healthy foliage or leaves and be free from apparent disease or insect infestation. Grass seed delivered on the job site in bags shall have state department of agriculture tags attached indicating the seed grower's compliance with the department's quality control program.

(f) *Trees.*

(1) *Type and size.* Trees shall be species having trunks which can be maintained in a clear condition over four feet of clear wood. Tree species shall be a minimum of 12 feet overall height immediately after planting with a minimum six-foot diameter spread of canopy measured at three radius points from the trunk and a minimum 2.5-inch caliper (trunk diameter) at four feet above ground. Three palms shall be considered equivalent to one tree, except for large specimen palms with a minimum overall height of 12 feet and a minimum 12-foot diameter spread of canopy, such as date palms, coconut palms, and royal palms, which shall be considered trees. A maximum of 50 percent of all required trees may be palms.

(2) *Prohibited trees and plants.* No tree or plant listed in the most current edition of the Manual of Prohibited Invasive and Non-Native Plant Materials published by the South Florida Water Management District shall be utilized as landscape material.

(g) *Shrubs and hedges.* Required shrubs and hedges shall be a minimum of 24 inches in height when measured immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous, unbroken, visual screen within a maximum of one year after time of planting.

(h) *Ground covers.* Ground covers, either vegetative or nonliving, used in whole or in part shall present a finished appearance and reasonably complete coverage within three months after planting. Non-living landscape material shall not be used as major landscape ground cover. In no case shall these materials exceed ten percent of the landscape area as they increase the need for herbicide use, have no habitat value, reflect rather than absorb heat and do not produce oxygen like plants.

(i) *Grass areas.* Grass areas shall be planted in species normally grown as permanent lawns in the county. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used between the months of October and March, nursegrass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.

(j) ***Minimum landscape requirements.***

(1) ***Single family detached and two-family residences.*** The following minimum standards for landscaping shall apply:

(a) All single-family and duplex lots proposed for new development, or redevelopment, renovation or modification in excess of 50 percent of the value of the existing development prior to the start of construction within the town shall be required to remove any prohibited landscaping from the property as set forth in this division. This subsection shall be enforced by the town by requiring the removal of any prohibited landscaping prior to granting any landscaping, irrigation or well permit.

(b) All single-family and two-family lots within the town shall plant at least one canopy tree per 3,000 square feet of site area. At least one canopy tree must be planted in the front yard. Three palms shall be considered equivalent to one tree, except for large specimen palms with a minimum overall height of 12 feet at time of planting and a minimum 12-foot diameter spread of canopy, such as date palms, coconut palms, and royal palms, which shall be considered trees. Palm trees may only account for 50 percent of all the required trees provided in the landscaping plan. A minimum of 50 percent of all trees planted on the site shall be native species. Existing trees preserved on the site with the same specifications as above, may be credited toward this tree requirement.

(c) All single-family and two-family lots within the town shall plant at least one shrub per 750 square feet of site area. Such shrubs shall not be less than 24 inches high with a 14-inch spread at the time of planting. A minimum of 50 percent of all shrubs and hedges planted on the site shall be native species. All submitted landscape plans shall comply with the Florida Friendly Landscaping general provisions as set forth in the South Florida Water Management District Water Wise Guide.

(d) All landscaped areas on single-family and two-family lots within the town shall be provided with sufficient irrigation facilities and moisture control devices, both of which shall be maintained in working order at all times. If good cause is shown that there is not a need for automatic irrigation facilities, this requirement may be waived by action of the Town Manager or designee.

(2) New multiple family and non-residential development. Multi-family and non-residential uses are required to comply with the following landscape requirements:

(a) For all multifamily land uses, a landscape buffer shall be required to be a minimum of 10 feet from any public right-of-way line or adjacent property lines. Hedges for multi-family projects which are used to separate

a residential use from an adjacent arterial or collector road right-of-way may attain a height of eight feet to mitigate the impact of the adjacent roadway.

(b) For all other nonresidential land uses, a landscape buffer shall be required with a minimum width of 10 feet from any public right-of-way line and 10 feet from all adjacent property lines, excluding properties adjacent to residential land uses, which shall require a minimum buffer of 15 feet. Commercial land uses adjacent to residential land uses shall also provide a solid opaque fence and/or wall not less than five feet and not more than six feet in height. In addition, a living hedge at least four feet in height and spaced no more than two feet on center shall be planted no more than six feet from the residential property line, or alternatively, one tree shall be planted every 25 feet to form a solid tree line. The hedge must be planted prior to the issuance of a certificate of occupancy and shall be maintained at a height of not less than six feet and not more than ten feet. The hedge shall be planted on the outside of the required fence and/or wall.

(3) Foundation landscaping requirements.

(a) Foundation landscaping shall be required for nonresidential land uses. This shall incorporate trees, shrubs and groundcovers with the minimum required specifications as set forth in Sec. 34-1089. Foundation plantings shall be planted in tiers to soften the building mass while providing lush landscaping.

(b) Principal structures shall have a minimum landscape strip at least four feet in width except for ingress/egress walks, designated load areas and mechanical equipment. One canopy tree or three palms shall be required for each 30 linear feet of landscape strips. Trees and palms may be grouped, but the minimum number of trees required by this section must be met. Tree and palm groupings shall be given special consideration for breaking up the building massing. For buildings in excess of three stories, 20-foot height trees and/or palms with staggered heights shall be required.

~~(j)~~ (k) *Exemption.* For single-family dwellings, the provisions of this section shall not apply to rear yards or other areas not visible from adjacent roadways and public rights-of-way.

~~(k)~~ (l) *Enforcement.* Failure to install or maintain landscaping according to the terms of this section or any approved plan or permit shall constitute a violation of this section. The town shall have the option of pursuing civil actions in a court of competent jurisdiction for violation of any provision of this division or any special condition which may be imposed in a permit or other development order.

~~(l)~~ (m) *Violations.* The following deficiencies shall be considered a separate and continuing violation of this section:

(1) Each tree ~~or~~ , shrub or groundcover that is not properly installed ~~or~~, protected or properly maintained on site as required by this section; and

(2) Each day during which landscaping is not properly installed or maintained on site as required by this section.

(3) Each tree which is abused or improperly pruned or hat racked, as set forth in this article.

(4) Each square yard containing a tree, shrubbery or groundcover which is destroyed, removed, cleared or grubbed without a permit; (does the Town require a permit for tree removal/shrubbery?)

(Ord. No. 207, § 5.75, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 392, 5-16-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999; Ord. No. 617, § 2, 9-24-2008)

Sec. 34-~~1089~~1090. Landscaping at street intersections.

When a driveway or other accessway intersects a street or when a subject property abuts the intersection of two or more streets, all landscaping within the triangular areas described in subsections (1) and (2) of this section

shall provide unobstructed cross visibility at a level between 30 inches and six feet. The triangular areas referred to are:

(1) The areas of property on both sides of a driveway or other accessway formed by the intersection of each side of the access way and the street line with two sides of each triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the other two sides;

(2) The area of property located at a corner formed by the intersection of two or more streets shall be the area described in section 34-898.

(Ord. No. 207, § 5.76, 8-8-1979; Ord. No. 383, 2-21-1990; Ord. No. 450, 5-11-1994; Ord. No. 476, 12-13-1995; Ord. No. 517, 12-1-1999)

Sec. 34-~~1090~~ 1091. Recommended plant list.

The town's recommended plant list will be kept on file and will be available to the public in the planning and zoning department. This list will be continuously updated to eliminate those plants identified by the state as invasive, or otherwise detrimental to healthy local environments. It will include plants that are recommended and not identified as detrimental.

(Ord. No. 207, § 5.80, 8-8-1979; Ord. No. 383, 2-21-1990)

Sec. 34-1092 – Waivers.

(1) The landscape requirements set forth in this Article may be reduced or waived by the Town Council, provided that the Applicant demonstrates that the waiver offers a public benefit, utilizes alternative landscaping methods, or incorporates innovative or creative landscape design in lieu of the required landscaping. Public benefits, by way of example, include high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on town services. Alternative landscaping methods and creative landscape designs may include, but are not limited to:

(a) Alternative methods of shade have been provided to reduce heat gain in vehicle use areas, including, but not limited to, the provision of plantings in medians which achieve an east/west exposure, landscape diamonds for trees/palms with aeration holes;
(b) The use of landscape materials to soften the amount of hardscape such as vines on walls, espalier, potted plants, hanging baskets, and window boxes;
(c) Creative hardscape design such as use of decorative pavers, colored concrete, and/or grass pavers;
(d) Proposed trees that exceed the minimum height requirements of the Code.

(2) An application for such waiver may be made by any property owner or tenant or by a governmental office, department, board or bureau. Such applications shall be filed with the Planning and Zoning Director, using forms supplied by the director, who shall transmit the same, together with all the plans, specifications, application materials, and other papers pertaining to the application, to the Town Council. The applicant shall identify each waiver request in writing as part of the application, fully explaining the nature of the request, the extent to which it deviates from the standard zoning regulation(s), and the basis for which it is sought.

(3) The Town Council will hold a public hearing in conjunction with the site plan and appearance review hearing for the subject property (see sections 34-115—34-119).

When evaluating waiver requests, the planning commission will consider the following factors and any additional criteria set forth in the relevant zoning district:

(a) The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
(b) Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;
(c) Whether the request clearly demonstrates the public benefits to be derived;
(d) Whether the request exemplifies the architectural, building, and site design techniques desired within the town;
(e) Whether the requested waiver can be granted in the zoning district;
(f) Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;
(g) The effect of approving or denying the waiver on the development project and on the surrounding area;
(h) Consistency with the comprehensive plan;
(i) Recommendations of town staff;
(j) Testimony from the applicant; and
(k) Testimony from the public.

(4) At the end of the public hearing, the Town Council shall make a decision on each requested waiver. Approval is contingent on the findings set forth in the relevant zoning district and applicant testimony that:

a. The alternate standard proposed by the applicant is acceptable for the specific site and building;
b. The proposed waiver does not detract from the design principles supporting these zoning districts and the broader intent of this Code;
c. The proposed waiver will not be injurious to surrounding properties or nearby neighborhoods; and
d. The proposed waiver is not inconsistent with the Comprehensive Plan.

(5) The applicant or any interested party may file an appeal to the Town Council on any decision on waivers. Such an appeal must comply with section 34-210 of this Code.

(6) Public notice of all waiver hearings shall be provided as required by section 34-210 of this Code.

Secs. 34-~~1091~~ 1092—34-1122. Reserved.

Draft Proposed Sign Code (5/16/25)

DIVISION 6. SIGNS

Sec. 34-1048. Purpose and intent.

The intent of this division is to:

(1) Establish rules and regulations to control and regulate all signs in the town;

(2) Maintain a high degree of excellence in the quality of all signs, both aesthetically and structurally;

(3) Prevent the proliferation of signs which cause visual clutter and disharmony; and

(4) Encourage a rational pattern of signs with regard to the area where such signs are located.

The purpose of this division is to:

The regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the town's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment.

(Ord. No. 207, § 5.61, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001)

Sec. 34-1049. Permit required; regulated by district.

Signs shall be permitted in the various districts as accessory uses in accordance with the regulations contained in this division. A permit is required.

(Ord. No. 207, § 5.62, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001)

Sec. 34-1050. Prohibited signs.

The following signs shall be prohibited:

(1) Any sign, other than an official sign, within the right-of-way lines of any street or public way.

(2) Flashing, animated, emitting, reflectorized, glowing, radiating, moving signs (e.g., revolving signs).

(3) Banner signs in all zoning districts, except the CG commercial general, medical commercial (MC) and CO commercial office zoning districts (see section 34-1051(12) for restrictions). Ornamental signs are regulated separately (see section 34-1055 for restrictions).

(4) Off-premises signs (signs unrelated to the property upon which it is being displayed). Such signs do not further the town's goal for an aesthetically valuable environment, nor do they contribute to a safe

environment. They may visually clutter highly traveled areas for vehicular, pedestrian and bicycle traffic and can contribute to unsafe travel conditions. They are, therefore, prohibited within the town.

(5) Searchlights.

(6) Changeable copy signs, except:

a. Public, charitable, and religious signs;

b. Fuel service station price signs;

c. Theater signs;

~~d. Permanent special event signs; and~~

e. Temporary special event message area on a freestanding ~~identification~~ monument sign (as provided for herein).

(7) Portable, folding, and similar movable signs (e.g., A-frame or sandwich board signs).

(8) Flags (other than corporate flags for commercial uses and properly flown governmental flags for all uses, provided such flags do not exceed three per property), streamers, balloons, other air or gas-filled feature, pennants, streamers, wind-driven whirligigs, propellers or other devices.

(9) Bench signs and bench shelter signs, except for those provided by the town for public use in public areas.

(10) Any sign not provided for in this section, including, but not limited to, the background area such as an awning, canopy, or fixed ornamental banner, which becomes unsightly, unsafe, faded in color, or in need of repair.

(11) Roof signs.

(12) Painted wall signs.

(13) Vehicles used for advertising purposes.

a. Any sign displayed on an automobile, truck, or other motorized vehicle when that vehicle is used primarily for the purpose of such advertising display. Motor vehicles used solely for sign purposes or advertising purposes are prohibited. No person shall park any motor vehicle in a location visible from a public right-of-way, which has attached thereto or located thereon any sign, for the basic purpose of advertising products or directing people to a business or activity located on the same or nearby property or any other premises. This section is not intended to prohibit any form of informational vehicular signage which is limited to the name of a business, address, phone number, and products offered; provided that such sign is either painted on or attached by magnetic strips or bolts or other form of adhesive to the side of the vehicle. Such signage, however, shall not protrude from or above the exterior surface (front, back, side, roof, trunk, or truck bed) of the vehicle greater than one-half inch nor have a directional arrow as part of the message.

b. This provision shall not apply to licensed taxicabs, the shortterm use of political campaign signs, nor temporary signs placed on vehicles when making a delivery and removed when parked at business location. This provision shall also not apply to any vehicle owned or operated by an individual, business, or other entity residing outside of the town, which is just passing through or temporarily serving or visiting any individual, business, or place in town.

c. Nonmotorized vehicular signs or sign structures attached or affixed in any manner on or to any nonmotorized wheeled vehicle are expressly prohibited in any zoning district.

(14) Billboard/off-premises signs.

(15) Signs painted on, attached to or supported by a tree, utility pole, or other similar object.

(16) Representational signs, permanent or temporary, such as beer cans or bottles, oil cans, soft drink cans or bottles, animals, or other similar device indicating a product.

(17) Translucent awnings.

(18) Permanent or temporary nuisance signs which utilize or incorporate such words as "stop," "look," "danger," etc.

(19) Flashing or moving neon signs; however, nonmoving, nonflashing neon signs are permitted.

(20) Signs made with fluorescent materials or paint, including both temporary and permanent signs.

(21) Any abandoned signs or supporting structures, and signs displayed on property containing a discontinued or abandoned project. Such signs may include those which represent approved developments or projects where work associated with an approved permit has discontinued for a period of at least 60 days; or is deemed abandoned or discontinued by the town.

(22) Pole signs.

(Ord. No. 207, § 5.63, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 377, 10-18-1989; Ord. No. 389, 5-16-1990; Ord. No. 416, 9-25-1991; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001; Ord. No. 668, § 5, 5-28-2014)

Sec. 34-1051. Signs exempt from permit requirement.

The following signs shall be exempt from the permit requirement:

(1) Individual residential single-family nameplates and identification signs, not to exceed a total sign area of one square foot.

(2) Sale or rental signs for individual single-family dwellings and multifamily residential developments with less than five units. Such signs shall not exceed a total of four sq. ft. (See section 34-1055(d).)

(3) Garage sales and yard sales: a maximum of one sign is permitted on a lot hosting the sale, with a total sign area not to exceed two sq. ft. A maximum height of three feet is permitted with a minimum setback required. Such sign shall remain a maximum of five days on the property. (See section 34-1055(d).)

(4) Signs indicating the private nature of a road, driveway, or other premises, and signs controlling the use of private property, such as the prohibition of trespassing, parking, fishing, etc., provided such signs do not exceed an area of four sq. ft.

(5) Vehicle signs: See section 34-1050(13) for vehicle sign regulations.

(6) Political signs: See section 34-1054(h) for political sign regulations.

(7) Official signs (traffic signs, public notices).

(8) At the discretion of the planning and zoning department, commercial sponsor names or logos printed on umbrellas, chairs and tables used in a sidewalk cafe. When such logos are used, the sidewalk cafe must have current approval for its use, as well as maintain a clean and orderly appearance. The applicant for such a cafe shall be responsible for the upkeep of the umbrellas, chairs and tables.

(9) Holiday decorations. (See section 34-1055(d)(4).)

(10) Special event signs for institutional and government uses, and charitable groups, provided town approval is received.

(11) Temporary and permanent window signs (see section 34-1053(7) and 34-1054(g)).

(12) Banner signs in the CG commercial general, medical commercial (MC) and CO commercial office zoning districts, provided such banner signs meet the following criteria:

a. Such banner sign shall not be used in place of a permanent wall sign.

b. There shall be only one banner per use/business.

c. The banner shall be made of durable material, such as but not limited to, plastic or vinyl, and have professional lettering/characters/design. The paint on said banner shall be weatherproof.

d. The banner shall not exceed 20 sq. ft in area and shall be attached to the building face or building columns.

e. Banner signs shall be permitted to be flown in accordance with section 34-1055. Prior to flying the banner the applicant is required to submit a letter to the director of planning and zoning stating the date that the banner will begin flying, the size, material, and wording of the banner.

(13) The outdoor display of merchandise in the CG commercial general and CO commercial office zoning districts, provided such outdoor displays meet the following criteria:

a. The displays shall be permitted only during business hours. The displays shall be taken inside the building after business hours.

b. The displays shall be placed adjacent to and against the front building wall on the sidewalk.

c. A minimum five-foot-wide unobstructed pedestrian walkway shall be provided adjacent to the outdoor display and in no case shall the display extend more than three feet from the front building wall.

d. Signage on outdoor displays shall not exceed two sq. ft in area.

e. The maximum height of any display, including signage, shall not exceed five feet.

f. The length of the outdoor display (horizontal dimension) shall not exceed 25 feet in length and/or two-thirds of the length of the store frontage (length of front building wall), whichever is less.

(14) Open house signs (see section 34-1055(d)(6)).

(Ord. No. 207, § 5.64, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001; Ord. No. 593, § 5.64, 6-14-2006; Ord. No. 668, § 5, 5-28-2014)

Sec. 34-1052. Permit procedure; fees and administration.

(a) All temporary or permanent signs shall require a letter of approval from the property owner or property management prior to approval from the town.

(1) Temporary signs.

a. All temporary signs, other than those stated in section 34-1051, shall require submittal of a sign plan to the planning and zoning department for approval prior to erection, alteration, display, or reconstruction.

b. All sign plans shall be drawn to scale, reveal the entire sign area, message, and supporting structure, show all dimensions (i.e., height, sign area, lettering, logo, etc.), and materials and colors to be used.

c. Temporary signs shall be recorded with the town building department and recording shall identify the message, location, type of temporary sign, and the amount of time to be erected.

(2) Permanent signs.

a. All permanent signs, other than those stated in section 34-1051, are required to receive a sign permit prior to erection, alteration, reconstruction, illumination, display or painting.

b. All permanent signs for a new project shall be part of the site plan review procedure. Any sign within an existing project shall be required to receive approval by the planning and zoning department prior to any change, or at the discretion of the town, may be required to be reviewed and approved by the planning and zoning board and the town council.

c. In order to obtain a sign permit, a sign plan and application form must be submitted to the planning and zoning department. Such sign plan shall be drawn to scale and show:

1. The location of the sign on the property (i.e., on a site plan if a freestanding sign, or on the building facade if a wall sign);

2. The entire sign area, message, and supporting structure;

3. All dimensions (i.e., height, sign area, lettering, logo, etc.);

4. Materials and colors to be used;

5. Lighting details if illuminated, and construction and attachment details;

(b) For existing buildings, color photographs shall be submitted showing the facade of the building on which the sign is to be placed, together with adjacent existing signs on the building or abutting structure and any freestanding signs along the street frontage, if applicable.

(c) If a sign is illuminated, an electrical permit will be required in addition to a sign permit.

(Ord. No. 207, § 5.65, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001)

Sec. 34-1053. General regulations.

The following regulations shall apply to all permitted signs:

(1) All permanent and temporary signs must have a professional appearance, meaning that said signs shall have no apparent flaws which would suggest that such sign was not made by a professional sign company or designer.

(2) Signs and/or lettering visible from a public or private roadway, aisle, and/or sidewalk shall be classified as signs regardless of whether they are freestanding or attached to, painted on, or in the principal building to which they are accessory. In all cases, signs shall be constructed of durable materials which meet the Florida Building Code requirements, maintained in good condition, and not dilapidated.

(3) Sign measurements. The entire area within a single continuous perimeter which encloses the extreme limits of the advertising message, announcement, display, logo, picture or any figure of a similar nature, together with any frame, background area of sign, structural trim, or other material, color, or condition which forms an integral part of the display, excluding the necessary supports, base or uprights on which such sign is placed provided that such supporting structures shall not exceed the maximum allowable sign area and shall carry only street numbers. A maximum of two sign faces are permitted per sign. When a sign has two faces then only one face shall be counted toward the sign area. A cube sign with adjacent sign faces is not permitted; and a V-shaped sign is not permitted.

(4) Sign height measurement. The height of all signs shall be measured from the crown of the road, grade or walkway surface, whichever is applicable. Architectural features (such as roof structures, wall caps, varying forms) shall be permitted at the discretion of the town to add a proportional amount (which shall be no more than 20 percent) to the allowable height of any permanent sign. In no way shall this provision allow an increase in the allowable sign area square footage defined in this section.

(5) Projection of signs. No sign shall project from the face of the main wall of a building more than one foot, provided, however, that no sign shall project into, or over a public way or sidewalk which is less than eight feet above the walkway or grade.

(6) All signs on a site situated along the street frontage, including outbuildings and out-parcels, shall be separated a minimum of 100 feet, unless otherwise indicated in section 34-1055; however, at the town council's discretion these minimum distances may be waived if thought to be more aesthetically appealing.

(7) Permanent window signs, including signs painted directly upon window glass and interior hanging signs within 12 inches of glass, shall not exceed 20 percent of total window area, a maximum height of 20 feet, and a letter and logo height of 12 inches. See section 34-1054 for temporary window sign regulations.

(8) Each building, structure or tenant space with a separate street address shall install street address numbers over the main entrance or within ten feet of such entrance and be placed in a consistent location throughout the development. Street numbers must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area; and must occur within the top one-third portion of a sign. If no sign exists, street numbers will be required on the structure.

(9) Nonconformance. Any signs made nonconforming as a result of this chapter shall be exempted from the provisions of this chapter. However, any sign which is nonconforming as a result of this section and which requires repair or replacement of more than 50 percent of the structure or sign face shall be discontinued from use rather than repaired or replaced, and any new sign put in its place shall conform to this chapter. An outparcel monument sign made nonconforming because more than one occupant locates on the outparcel shall be permitted to have only one tenant on the sign.

(10) All signs must abide by the Florida Building Code and National Electrical Code adopted by the town.

(11) All signs shall be erected so as to not obstruct or impair driver vision at ingress-egress points, aisles, and intersections, as regulated under sections 34-898 and 34-1089.

(12) Illumination of signs.

a. Lighting methods for internally lit signs shall be cabinet signs with an opaque/nontranslucent background and translucent copy, resulting in only the lettering color visible on a dark-appearing background; or backlit reverse channel letter signs. Internally lit individual letter signs are not permitted.

b. Lighting methods are not to be harsh or unnecessarily bright. Ground- or sign-mounted lighting shall be directed only at the sign area, without spillover on adjacent areas.

c. All lighting fixtures for signs must be concealed from public view.

d. Lighting, including neon tubing or other similar devices, and fluorescent paint or materials shall not be used to outline any building, fence, landscaping, wall or any other structure except for strings of nonblinking white lights (with bulbs no greater than 1½ inches in length and diameter) may be permitted to permanently outline principal structures or decorate trees and shrubs on commercially zoned property provided that such display does not interfere with neighboring land uses.

e. All awnings must be entirely opaque and nontranslucent. Signage on an awning, however, may be externally lit.

f. Signs used on/near reflective or mirrored buildings shall be located in a manner which will not permit the reflection of the sign off the reflective or mirrored material on the building.

(13) Standards for design, colors, and materials.

a. The design, colors, and materials of a sign shall be compatible, and in addition, consistent with the architectural design of the building.

b. Signs shall be of standard geometric shapes and shall not be cut out so as to form a particular object or logo (i.e., soda bottles, hamburgers, or other figures, etc.).

c. The silhouette and outlined shape of freestanding signs shall be simple and compatible with the building to which it relates. Signs of excessively complicated outline or composed of many different connected shapes are prohibited.

d. The silhouettes and outlined shapes of wall signs shall be compatible with the building facade they are mounted on. Signs with shapes that disrupt the architectural order and composition of a building facade are prohibited.

e. The sign copy, color scheme, size, illumination, materials, design, and location of all signs within a development shall be coordinated and are required to be compatible with the architectural design of the principal building structure.

f. No wall sign shall be installed on a flat building wall without an architectural feature such as a roof overhang, awning, widow, or similar feature appropriate to the architectural design of the building.

g. All signs on canopies and awnings shall be on a vertically flat surface and shall not exceed 50 percent of the canopy or awning horizontal length. A maximum of two lines of sign copy are permitted for awning and canopy signs.

h. Sign copy shall not be crowded onto the surface of a sign or building surface and shall be composed to leave ample space around the copy to preserve legibility.

i. The number of different lettering styles on a sign or on a series of signs within a complex of buildings shall be minimized and shall relate to the overall architectural concept for the property.

j. The base or supporting structures of a freestanding sign shall not exceed the sign area and shall be consistent with the materials used in the principal building structure.

k. The maximum horizontal length of a freestanding sign shall be regulated by section 34-1055 where such a regulation is specifically mentioned, otherwise the maximum horizontal length of a freestanding sign shall be 12 feet for nonresidential signs and ten feet for residential signs.

l. The vertical dimension for all wall signs shall not exceed four feet in height.

m. A permanent special event sign shall have its message area enclosed with a clear plexiglass cover with a lock, to be controlled and maintained by property manager only.

(14) Landscaping.

a. The base (supporting structure) of a freestanding sign shall be erected within a landscaped area. The landscaped area shall extend a minimum of three feet in all directions from the sign face and ends thereof. The height of the landscaping shall be within a minimum one-foot distance of the lower edge of the sign area.

b. The landscaped area shall be consistent with the overall landscaping plan for the site and provided with automatic irrigation when needed.

c. Landscape/topiary signs may be permitted in place of a freestanding or monument sign for a residential multiple-family or commercial use. Sign areas and other regulations shall apply accordingly (see section 34-1055). Such landscape signs shall be maintained at all times to be legible, groomed and attractive (healthy plant materials), so as to keep with safe and aesthetic principals of the town.

(15) Orientation. Freestanding monument signs shall be placed perpendicular or diagonal to approaching vehicular traffic. Other freestanding signs shall be placed perpendicular to approaching vehicular traffic.

(16) Obstructions. Signs shall not be erected, installed, constructed, attached, or maintained so as to serve as an obstruction as noted below:

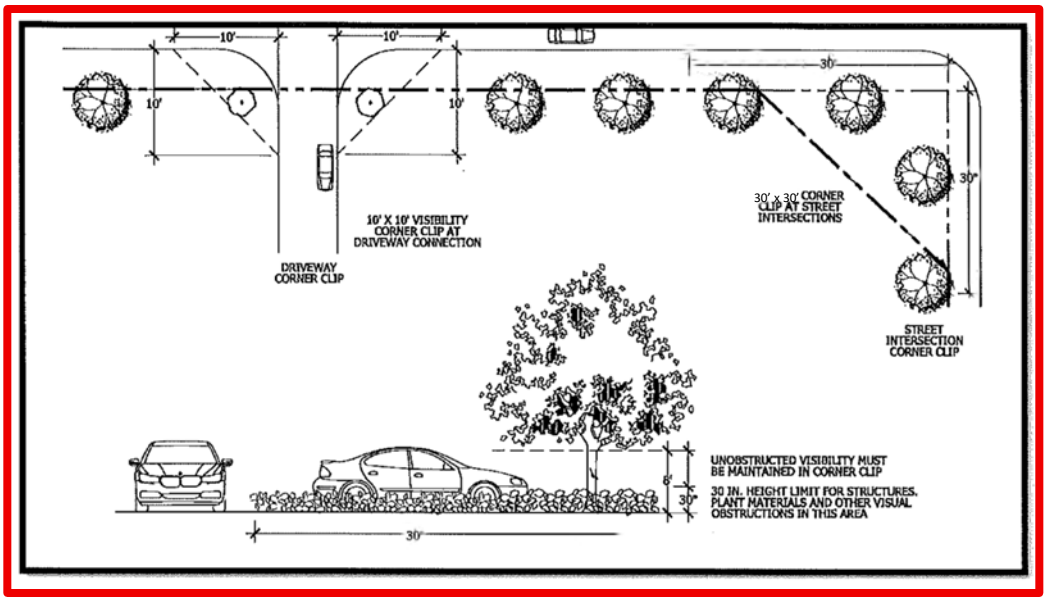
a. *Ingress and egress.* A sign shall not block any fire escape, or any window, door, or opening used as a means of ingress or egress.

b. *Fire escapes and ventilation.* A sign shall not be attached to a fire escape or be placed in such manner as to interfere with any opening required by the building code for ventilation.

c. *Town property.* Permanent signs shall not be allowed on town property or rights-of-way within the town unless specifically authorized by the Town Council. Temporary signs may be placed on Town property or rights-of-way with permission from the planning and zoning director or designee. Any signs not authorized on Town property or rights-of-way shall be immediately removed by the town, and the cost of such removal shall be borne by the parties responsible for the installation.

d. *Other governmental agencies.* Other governmental entities which have jurisdiction and control of public rights-of-way may install signs within such rights-of-way. Any signs that are not authorized on such rights-of-way shall be immediately removed by the Town or governing agency, and the costs of such removal shall be borne by the parties responsible for the installation.

e. *Visibility triangles (corner clips).* A sign shall not be placed in such a manner as to obscure sight lines within a visibility triangle at the intersection of two (2) roads or a road and a private driveway in accordance with the Town's intersection regulations, and applicable County and State standards for intersections and visibility. No sign located within a visibility triangle shall exceed thirty (30) inches in height as measured from the surface of the nearest vehicular traffic area. The visibility triangle at the intersection of a road and a private driveway shall extend ten (10) feet by ten (10) feet, as illustrated in the below figure. The visibility triangle at the intersection of two (2) roads shall be thirty (30) feet, as illustrated in the below figure.



New diagram for visibility triangles

(Ord. No. 207, § 5.66, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001)

Sec. 34-1054. Temporary signs general regulations.

(a) All temporary signs must have a professional appearance, meaning that said signs shall have no apparent flaws which would suggest that such sign was not made by a professional sign company or designer.

(b) All temporary signs shall abide by the size, time, and other regulations described in this section.

(c) All temporary signs shall be nonilluminated.

(d) All freestanding temporary signs shall be of wood or other durable material.

(e) All temporary signs shall be set back a minimum of ten feet from all property lines, unless otherwise indicated.

(f) All temporary signs shall have a maximum number of one sign per property unless otherwise indicated in Section 34-1055 (b) and (d).

~~(f)~~ (g) See article IV, division 9 of this chapter for special events (grand openings, sidewalk sales, etc.) regulations.

~~(g)~~ (h) Temporary window signs, not exceeding ten percent of total window area, 20 feet in height, and a letter and logo height of 12 inches are permitted.

~~(h)~~ (i) Political signs are permitted at a total aggregate sign area of ~~20~~ 16 sq. ft per lot; four-foot height maximum; five-foot minimum setback from all property lines and shall not be erected in the medians of any public rights-of-way or placed upon public property, other than rights-of-way. Temporary political signs shall not be placed or located on any property so as to obstruct vision at corners, intersections, and other similar locations, interfere with the free flow of traffic upon streets and roadways, or deny pedestrians lawful access or flow on the sidewalks and bike paths. Each property is permitted one temporary political sign per candidate or per issue is permitted per residential unit, or residential lot or parcel. One temporary political sign per candidate or per issue is permitted for each 200 feet of frontage of nonresidential property. They are limited only to the political event for which it is displayed and must be located on private property with the consent of the

property owner. They shall be displayed only during the 60-day period preceding any local, state, or national election; and must be removed within 48 hours of the day of the election to which they apply. (upon research, we are not sure if you can limit profanity or defamation from signs without violating the first amendment. A person can sue the person defaming them but cannot limit it)

~~(i)~~(j) Artisan signs are permitted at one sign per artisan per lot. Such signs shall have a maximum of four sq. ft per sign face, be a maximum of six feet in height; and be set back ten feet from all property lines. They must be attached to a construction sign if one is on the site and contain the name of the artisan only. No permit is required. The sign must be removed within 15 days of the artisan's completion of work, or abandonment of work.

~~(j)~~(k) Ornamental signs are permitted at one sign per lamppost or column. Such signs shall be 16 sq. ft maximum; eight feet minimum from bottom of sign to ground/walkway under lamppost or column, and shall not exceed the height of lamp base/column cap. The sign shall represent in some clear fashion the event, season, festivity for which it is being displayed (i.e., an art festival sign shall include the name of the festival, possibly identify the dates of the festival and/or display a logo representing such festival; or a seasonal sign shall be reflective of the season it represents). The sign must be placed on and secured to a lamppost or column in such a manner that is deemed safe and secure according to the building official, and may be subject to review by the building department to ensure this. The signs are not permitted to be illuminated internally or in such a way that would require an electrical permit; and shall not obstruct the view of vehicular or pedestrian traffic.

(Ord. No. 207, § 5.67, 8-8-1979; Ord. No. 309, 10-8-1986; Ord. No. 315, 3-18-1987; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001)

Sec. 34-1055. Signs permitted by use.

(a) *Permanent signs for ~~commercial~~ non-residential uses.* The following permanent signs for ~~commercial~~ non-residential uses are permitted as follows:

(1) *Freestanding ~~identification/~~monument signs for non-residential uses.*

a. Number of signs:

1. If located on U.S. Highway 1 or Donald Ross Road with less than 600 feet frontage: one sign;
2. If located on U.S. Highway 1 and Donald Ross Road: two signs, one per frontage, with a minimum of 450 feet linear, straight line, separation between signs;
3. If located on U.S. Highway 1 or Donald Ross Road with greater than 600 feet frontage: two signs, with a minimum of 450 feet, linear, straight line separation between signs;
4. If located on C.R. A1A and/or Ellison Wilson Road: one sign including outparcels/outbuildings
5. Retail centers located on both located on U.S. Highway 1 and Donald Ross Road: One sign along its longest frontage (must be located a minimum of 300 feet linear, straight line, from any other freestanding sign).
6. Fuel service stations. One sign per establishment.
7. Institutional, governmental, utility and recreational uses. one sign per street frontage, with a maximum of two signs per property. Properties with 600 feet or more of street frontage are permitted two signs per street frontage provided the signs are separated by a minimum of 250 feet.

b. Maximum sign area: 60 sq. ft per sign face excluding outparcels/outbuildings, where the maximum sign area is 24 feet per sign face. Full fuel stations are permitted a maximum of 40 sq. ft per sign face plus 24 sq. ft for displaying the fuel price. For institutional, governmental, utility and recreational uses, the maximum sign area is 24 sq. ft per sign face; if use is on U.S. Highway 1 and the sign is located on U.S. Highway 1, 60 sq. ft per sign face.

c. Maximum sign height: 12 feet for non-residential signs, except signs located on C.R. A1A and/or Ellison Wilson Road that shall not exceed 7.5 feet in height. Freestanding monument signs located on both U.S Highway 1 and Donald Ross Road shall not exceed 6 feet in height. Freestanding signs located in an outparcel/outbuilding shall not exceed 4 feet in height. For fuel service stations, the freestanding monument signs shall not exceed 8 feet in height. For *Institutional, governmental, utility and recreational uses*, freestanding signs shall not exceed a maximum height of ten feet; if sign is located on U.S. Highway 1, 12 feet.

d. Minimum setbacks: ten feet from all property lines, except signs on C.R. A1A and/or Ellison Wilson Road, or at retail centers located on both U.S. Highway 1 and Donald Ross ~~shall be~~ where the minimum set back ~~a minimum of~~ is five feet from all property lines. For outparcels/outbuildings, signs must be setback 20 feet from building and five feet from all property lines.

e. Sign copy limits:

1. *Generally.* Lettering and logo height may not exceed 20 inches except those signs with total areas not exceeding 36 sq. ft, which may be permitted lettering and logos up to 48 inches. Where temporary messages are permitted, tenant usage of such sign shall be controlled by the property manager and may only display current messages. Street numbers are required and must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.

2. *Single commercial buildings.* Developments of a single commercial building may devote 100 percent of the sign area to individual tenants. Lettering or logos for tenants shall be a minimum of four sq. ft, not to exceed 20 inches in height.

3. *Commercial retail centers.* Commercial retail centers may use a maximum of 30 percent of sign area to list a special event and/or building leasing information, unless a permanent special event sign is located on the property (excluding construction and real estate sale signs).

4. *Outparcels/outbuildings.* Tenant names shall comprise a minimum of four sq. ft

5. *Fuel service station signs.* Changeable copy on the sign is limited to type and price of fuel, and the words "cash" and "credit." Lettering and logos shall not exceed 20 inches in height. The changeable copy area of the sign shall not exceed 20 inches in height. Street numbers are required, must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.

6. *Institutional, governmental, utility and recreational uses. The name of building only. Lettering and logos shall not exceed 20 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.*

f. Other limitations:

1. C.R. A1A: No temporary messages are permitted on signs fronting on C.R. A1A.

2. Ellison Wilson Road: May use a maximum of 30 percent of the sign area as a permanent or temporary special event and leasing message unless a permanent special event sign is located on the property.

3. Freestanding monument sign for retail centers located on both U.S Highway 1 and Donald Ross Road. Signs shall be low-profile freestanding signs with a solid base set on the ground of not more than ten feet; side supports shall be no more than two feet from the ground to the bottom edge of the sign when used. Such base or support structures shall be designed to incorporate building materials that complement the architectural theme and design style of the buildings on the premises. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.

4. Freestanding monument sign for outparcel/outbuildings. Signs shall be low-profile freestanding signs with a solid base set on the ground of not more than six feet; side supports shall be no more than two feet from the ground to the bottom edge of the sign when used. Such base or support structures shall be designed to incorporate building materials that complement the architectural theme and design style of the buildings on the premises. Street numbers are required and must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.

5. Freestanding monument signs for fuel service station. Price sign must be integral part of total sign area.

6. Freestanding monument signs for institutional, governmental, utility and recreational uses. If the sign is greater than four feet in height, the sign must be a monument sign.





Non-Residential Freestanding Signs

Sign Types	Number Of Signs	Max Sign Area	Max Height	Min. Setback	Sign Copy limits	Other Limitations
Outparcels/outbuildings	One Sign	24 sq. ft.	4 feet	20 feet from building and five feet from all property lines	Tenant names shall comprise a minimum of four sq ft.	See subsection (a) (f) (4) of this section
Freestanding monument signs (retail centers located on both US 1 and Donald Ross)	One sign along its longest frontage (must be	60 sq. ft.	6 feet	5 feet	Tenant names shall comprise a minimum	See subsection (a) (f) (4) of this section -

Non-Residential Freestanding Signs

Sign Types	Number Of Signs	Max Sign Area	Max Height	Min. Setback	Sign Copy limits	Other Limitations
	located a minimum of 300 feet linear, straight line, from any other freestanding sign).				of four sq ft.	
Freestanding monument signs	See subsection (a) (1) (a) of this section	60 sq ft.	12 feet, except signs on C.R. A1A and/or Ellison Wilson Road shall not exceed 7.5 feet.	10 feet from all property lines, except signs on C.R. A1A and/or Ellison Wilson Road shall be set back a minimum of five feet from all property lines.	See subsection (a) (e) (6) of this section	See subsection (a) (f) (1) ,(a) (f) (2) of this section
Fuel service station signs	One sign	40 sq. ft. sign face plus 24 sq. ft. for displaying the fuel price.	8 feet	10 feet from all property lines	See subsection (a) (e) (5) of this section	Price sign must be integral part of total sign area
Permanent signs for institutional, governmental, utility and recreational uses	One sign per street frontage, with a maximum of two signs per property. Properties with 600 feet or more of street frontage are permitted two signs per street frontage provided the signs are separated by	24 sq. ft per sign face; if use is on U.S. Highway 1 and the sign is located on U.S. Highway 1, 60 sq. ft per sign face.	10 feet; if sign is located on U.S. Highway 1, 12 feet.	10 feet from all property lines.	name of building only. Lettering and logos shall not exceed 20 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be	If the sign is greater than four feet in height, the sign must be a monument sign.

Non-Residential Freestanding Signs						
Sign Types	**Number Of Signs**	**Max Sign Area**	**Max Height**	**Min. Setback**	**Sign Copy limits**	**Other Limitations**
	a minimum of 250 feet.				calculated toward permitted sign area.	

~~(2) *Freestanding monument signs.*~~ *(consolidated into freestanding identification/monument sign section above)*

~~a. Retail centers located on both U.S. Highway 1 and Donald Ross Road:~~

~~1. Number of signs: one sign along its longest frontage (must be located a minimum of 300 feet linear, straight line, from any other freestanding sign).~~

~~2. Maximum sign area: 60 sq. ft per sign face.~~

~~3. Maximum height: six feet.~~

~~4. Minimum setbacks: five feet from all property lines.~~

~~5. Sign copy limits: Tenant names shall comprise a minimum of four sq. ft.~~

~~6. Other limitations: Signs shall be low-profile freestanding signs with a solid base set on the ground of not more than ten feet; side supports shall be no more than two feet from the ground to the bottom edge of the sign when used. Such base or support structures shall be designed to incorporate building materials that complement the architectural theme and design style of the buildings on the premises. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.~~

~~b. Outparcels/outbuildings:~~

~~1. Number of signs: one sign.~~

~~2. Maximum sign area: 24 sq. ft per sign face.~~

~~3. Maximum height: four feet.~~

~~4. Minimum setbacks: 20 feet from building and five feet from all property lines.~~

~~5. Sign copy limits: Tenant names shall comprise a minimum of four sq. ft.~~

~~6. Other limitations: signs shall be low-profile freestanding signs with a solid base set on the ground of not more than six feet; side supports shall be no more than two feet from the ground to the bottom edge of the sign when used. Such base or support structures shall be designed to incorporate building materials that complement the architectural theme and design style of the buildings on the premises. Street numbers are required and must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.~~

(3) *Front entrance signs for non-residential uses.*

a. 1. Number of signs for non-residential uses excluding fuel service stations: two signs per entrance, with one sign on each side of entrance, but not to exceed a maximum of two signs per frontage and four signs per property or development. *For institutional, governmental, utility and recreational uses* that include columns, one sign per column is permitted for the front entrance wall features aligned on both sides of an entranceway. For arches, if the entrance feature extends over the entranceway, such as an archway, a maximum of one sign may be placed on the archway wall (see Exhibit x)

2. Fuel service stations: One sign at one side of the property entrance.

b. Maximum sign area: 24 sq. ft per side of entrance. For columns, if the entrance features are columns at the sides of an entrance, one sign per column is permitted, with each sign area not to exceed six sq. ft. *For institutional, governmental, utility and recreational uses* , arches shall not exceed a maximum of 20 sq. ft. The sign are for fuel service stations shall not exceed 24 sq. ft per sign face.

c. Maximum height: six feet. excluding arches for *institutional, governmental, utility and recreational uses* where the maximum height is 20 feet.

~~d. Minimum setbacks: none.~~

e. Sign copy limits: name of building~~, or~~ retail center, or fuel service station only. Lettering and logo shall not exceed 20 inches in height. Street numbers are required and must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.

f. Other limitations: no temporary messages are permitted on the sign. Fuel service stations have no limitations. I*nstitutional, governmental, utility and recreational uses permit a* sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.





Non-Residential Front Entrance Signs					
Sign Types	**Number Of Signs**	**Max Sign Area**	**Max Height**	**Sign Copy Limits**	**Other Limitations**
Front entrance signs	two signs per entrance, with one sign on each side of entrance, but not to exceed a maximum of two signs per frontage and four signs per development.	24 sq. ft per side of entrance. For columns, if the entrance features are columns at the sides of an entrance, one sign per column is permitted, with each sign area not to exceed six sq. ft.	6 feet	See subsection (a) (3) (e) of this section	no temporary messages are permitted on the sign
Fuel Service Station	one sign at one side of the property entrance	24 sq. ft per sign face.	6 feet	See subsection (a) (3) (e) of this section -	N/A
Permanent signs for institutional, governmental, utility and recreational uses	See subsection (a) (3) (a) (1) of this section	24 sq. ft. For columns, 6 sq. ft; for arches, 20 sq. ft.	6 feet; for arches, 20 feet.	See subsection (a) (3) (e) of this section -	A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.

(4) *Wall signs, including awning, canopy and cabinet signs for non-residential uses.*

a. In addition to any ~~freestanding identification sign~~, freestanding monument sign or front entrance sign, commercial wall signs shall be permitted. Wall signs shall include flat wall signs, cabinet signs, canopy signs and awning signs.

1. Number of signs:

i. One per building occupant or two per building occupant with direct access from outside where building fronts on two or more streets; however, signs will be limited to one per frontage (in this case the shortest building frontage shall be used to calculate sign area). Except for outparcels/buildings, only one sign per building. Institutional one sign per street frontage not to exceed a total of two signs per property.

ii. Sign bonus: two additional wall signs (which includes awnings and canopies) may be permitted if the property owner/lessee does not use a permitted freestanding ~~identification sign,~~ freestanding monument sign or front entrance sign. If this option is chosen, then a sign identifying the building name, main anchor or tenant shall be permitted on two building facades (excluding the rear of the building).

iii. Fuel service stations. One sign (sign bonus does not apply).

2. i. Maximum sign area: 20 sq. ft per building of less than three stories or 12,000 sq. ft of facade area fronting street; or 0.5 percent of facade area, with buildings of three stories and more or more than 12,000 sq. ft of facade area fronting street; but not to exceed 80 sq. ft in any case. Corner lots shall use the shortest street frontage for calculation. If a commercial freestanding ~~identification~~ monument sign contains no more than four messages (i.e., name of the center and three major tenants), the wall sign area may be increased by four sq. ft per occupant.

ii. For fuel service stations. 20 sq. ft for buildings with 30 feet or less of frontage. For each additional two feet of building frontage over 30 feet, one square foot may be added to the sign area, to a maximum of 80 sq. ft.

iii. For Institutional, governmental, utility and recreational uses. 24 sq. ft.

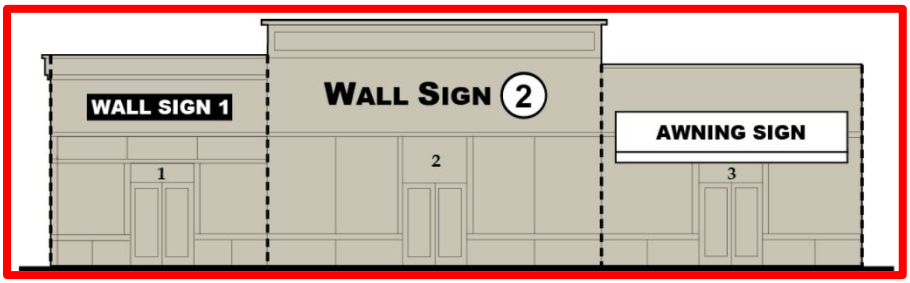
3. Maximum height: 20 feet, except when sign bonus option applies, then sign height may exceed 20 feet provided the sign does not extend beyond the eave line or parapet wall, whichever is higher. For fuel service stations and institutional, governmental, utility and recreational uses, the maximum height is 20 feet.

~~4. Minimum setbacks: not applicable.~~

5. Sign copy limits: building name, business name, generic name only. The lettering and logo shall not exceed 20 inches in height. Where two signs are allowed, the contents and appearance of the signs need not be identical except when the sign bonus option has been used.

6. Other limitations: Signs shall not face abutting residential property unless completely screened from such residential property, with landscaping being the primary screening material. No limitations for fuel service stations and institutional, governmental, utility and recreational uses.

b. Awning and canopy signs: Awning and canopy signs must be displayed on a vertically flat surface. The sign shall not occupy more than 50 percent of the horizontal length of the awning or canopy. Lettering and logos may not exceed 20 inches in height.



Non-Residential Wall Signs					
Sign Types	**Number of Signs**	**Max sign area**	**Max Height**	**sign copy limits**	**Other limitations**
Fuel Service Station	one sign. The wall sign may also be an awning or canopy sign.	20 sq ft for buildings with 30 ft or less of frontage. For each additional two ft of building frontage over 30 ft, 80 sq ft.	20 feet	individual business name only. Lettering and logos shall not exceed 20 inches in height.	N/A
Institutional, governmental, utility and recreational uses	one sign per street frontage not to exceed a total of two signs per property	24 sq ft	20 feet	building name only. Lettering and logos shall not exceed 20 inches in height.	N/A
Wall signs, including awning, canopy and cabinet signs	See subsection See subsection (a) (4) (i) , (a) (4) (ii) of this section of this section -	20 sq. ft per building of less than three stories or 12,000 sq. ft of facade area fronting street; or 0.5 percent of facade area, with buildings of three stories and more or more than 12,000 sq. ft of facade area fronting street; but not to exceed 80 sq. ft in any case. Corner lots shall use the shortest street frontage for calculation. If a commercial freestanding *monument* sign contains no more than four messages (i.e., name of the center and three major tenants), the wall sign area may be increased by four sq. ft per occupant.	20 feet, except when sign bonus option applies, then sign height may exceed 20 feet provided the sign does not extend beyond the eave line or parapet wall, whichever is higher.	building name, business name, generic name only. The lettering and logo shall not exceed 20 inches in height. Where two signs are allowed, the contents and appearance of the signs need not be identical except when the sign bonus option has been used.	Signs shall not face abutting residential property unless completely screened from such residential property, with landscaping being the primary screening material.

(5) *Walkway occupant signs for non-residential uses.*

a. Number: one sign per principal entrance providing access from a walkway; and one additional walkway occupant directional sign at the ends of corridors may be permitted if all other criteria are met.

b. Maximum sign area: six sq. ft per sign face.

c. Maximum height: minimum eight feet above walkway surface to bottom of sign.

d. Minimum setbacks: not applicable.

e. Sign copy limits: Only the individual business name or generic business may be displayed. An arrow no longer than six inches long may be displayed on the sign.

f. Other limitations: All signs must be uniform in design, shape, size, materials and colors; and they shall be nonilluminated.



(6) *Incidental signs for non-residential uses.*

a. Number: one sign per secondary use/incidental structure excluding fuel service stations. For fuel service stations, the maximum number of gas pump and incidental signs are unlimited.

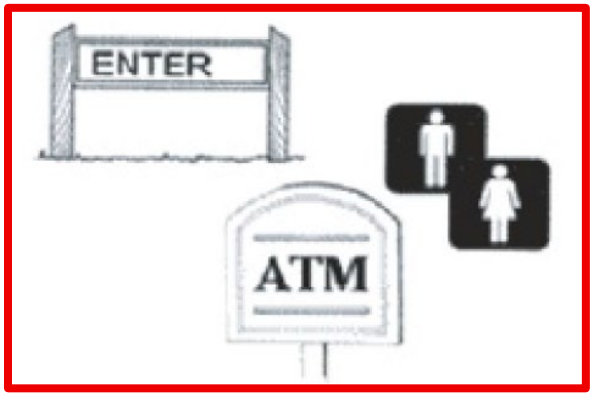
b. Maximum sign area: six sq. ft excluding fuel service stations. For fuel service stations, the maximum sign area for gas pump and incidental signs shall not exceed 18 inches by 18 inches (2.25 sq. ft per sign face).

c. Maximum height: Must be placed adjacent to the use/secondary structure and at the same height; or may be placed upon the incidental secondary structure. Fuel service stations are excluded from this requirement.

~~d. Minimum setbacks: not applicable.~~

e. Sign copy limits: Lettering and logo shall not exceed 20 inches. Fuel service station signs shall relate to dispensing instructions such as "No Smoking", "Self Service", "Prepay After Dark", etc.

f. Other limitations: Sign must be positioned on the outside of building and must direct users to a location (such as ATM, book depositories, etc.). If illuminated, it must be internally illuminated. Signs for fuel service stations must be displayed on the pump fueling islands.



Non-Residential Incidental signs				
Sign Types	**Number of Signs**	**Max Height**	**sign copy limits**	**Other limitations**
Non-Residential uses	one sign per secondary use/incidental structure	Must be placed adjacent to the use/secondary structure and at the same height; or may be placed upon the incidental secondary structure.	Lettering and logo shall not exceed 20 inches	Sign must be positioned on the outside of building and must direct users to a location (such as ATM, book depositories, etc.). If illuminated, it must be internally illuminated.
Fuel service station signs Gas pump/incidental signs.	unlimited.	N/A	Such signs shall relate to dispensing instructions such as "No Smoking", "Self Service", "Prepay After Dark", etc.	Signs must be displayed on the pump fueling islands.
Institutional, governmental, utility and recreational uses	one sign per secondary use/incidental structure.	Must be placed adjacent to the use and at the same height as a wall sign or upon the incidental secondary structure.	lettering and logo shall not exceed 20 inches	Sign must be positioned on outside of building and must direct users to a location (such as ATM, book depositories, etc.). If illuminated, it must be internally illuminated.

(7) *Directional ~~signs~~/Internal site signs for non-residential uses excluding fuel service stations.*

a. Number: one sign per entrance drive.

b. Maximum sign area: four sq. ft per sign face.

c. Maximum height: three feet.

d. Minimum setbacks: two feet from all property lines.

e. Sign copy limits: only directional words (enter/exit/parking/in/out, etc.) and/or the name/logo of the building or development.

f. Other limitations: Landscaping shall be required around base of the sign. This is a nonadvertising sign to aid traffic and should be used to designate access drives and parking areas. May be placed on an entrance wall; if so, will be subject to all listed requirements except for the setback requirement.

~~(8) *Permanent special event signs.*~~

~~a. Number: one monument sign.~~

~~b. Maximum sign area:~~

~~1. For uses with total gross floor area from 15,000 sq. ft to 55,000 sq. ft: 20 sq. ft;~~

~~2. For uses with total gross floor area from 55,001 sq. ft to 100,000 sq. ft: 25 sq. ft;~~

~~3. For uses with total gross floor area over 100,000 sq. ft: 30 sq. ft.~~

~~c. Maximum height: four feet.~~

~~d. Minimum setbacks: three feet from all property lines.~~

~~e. Sign copy limits: Usage shall be controlled by the property manager and may only display current messages. No more than four separate messages listing special events shall be permitted at one time. Special events shall only include grand openings, special holiday sales, sidewalk sales, and charity drives. Special sales on merchandise or services do not represent a special event. When no temporary messages are displayed, the sign shall list the name of the retail center. Lettering and logos shall be a minimum of four inches in height and a maximum of 20 inches in height.~~

~~f. Other limitations: Signs shall be externally lit only.~~

(9) Symbolic logos for fuel service stations only. Symbolic logos may be displayed on the wall sign provided all requirements for the wall sign are met.

1.Number: three symbolic logos.

2. Maximum sign area: three feet in diameter or eight sq. ft per sign face. The sign shall not exceed five feet in diameter or 16 sq. ft per sign face.

3. Maximum height: not applicable.

4. Minimum setbacks: none.

5. Sign copy limits: trademark, business name, or symbol identifying the business or service provided.

6. Other limitations: none.

~~(9) *Fuel service station signs.* Fuel service stations are permitted one freestanding monument sign or front entrance sign; and one wall sign with symbolic logo and fuel service pump signs as follows:~~ *(consolidated into sections above)*

~~a. Freestanding monument sign:~~

~~1. Number: one sign.~~

~~2. Maximum sign area: 40 sq. ft per sign face plus 24 sq. ft for displaying the fuel price.~~

~~3. Maximum height: eight feet.~~

~~4. Minimum setbacks: ten feet from all property lines.~~

5. Sign copy limits: Changeable copy on the sign is limited to type and price of fuel, and the words "cash" and "credit." Lettering and logos shall not exceed 20 inches in height. The changeable copy area of the sign shall not exceed 20 inches in height. Street numbers are required, must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.

6. Other limitations: Price sign must be integral part of total sign area.

b. Front entrance sign:

1. Number: one sign at one side of the property entrance.

2. Maximum sign area: 24 sq. ft per sign face.

3. Maximum height: six feet.

4. Minimum setbacks: none.

5. Sign copy limits: The sign contents shall be limited to the name of the station only with lettering and logo height not exceeding 20 inches. Street numbers are required and must be in Arabic numerals no less than six inches in height and will not be calculated toward the permitted sign area.

6. Other limitations: none.

c. Wall signs:

1. Number: one sign. The wall sign may also be an awning or canopy sign.

2. Maximum sign area: 20 sq. ft for buildings with 30 feet or less of frontage. For each additional two feet of building frontage over 30 feet, one square foot may be added to the sign area, to a maximum of 80 sq. ft.

3. Maximum height: 20 feet.

4. Minimum setbacks: not applicable.

5. Sign copy limits: individual business name only. Lettering and logos shall not exceed 20 inches in height.

6. Other limitations: none.

d. Symbolic logos. Symbolic logos may be displayed on the wall sign provided all requirements for the wall sign are met.

1. Number: three symbolic logos.

2. Maximum sign area: three feet in diameter or eight sq. ft per sign face. The sign shall not exceed five feet in diameter or 16 sq. ft per sign face.

3. Maximum height: not applicable.

4. Minimum setbacks: none.

5. Sign copy limits: trademark, business name, or symbol identifying the business or service provided.

6. Other limitations: none.

(10) *Gas pump/incidental signs.*

a. Number: unlimited.

~~b. Maximum sign area: 18 inches by 18 inches (2.25 sq. ft per sign face).~~

~~c. Maximum height: not applicable.~~

~~d. Minimum setbacks: not applicable.~~

~~e. Sign copy limits: Such signs shall relate to dispensing instructions such as "No Smoking", "Self Service", "Prepay After Dark", etc.~~

~~f. Other limitations: Signs must be displayed on the pump fueling islands.~~

~~(11) *Internal site/directory signs.*~~

~~a. Number: one sign per driveway aisle entrance.~~

~~b. Maximum sign area: 20 sq. ft per sign face.~~

~~c. Maximum height: five feet.~~

~~d. Minimum setbacks: 150 feet from front property line, 30 feet from side and rear property lines; must be located within site in a central, or conspicuous location so as to direct pedestrians throughout development.~~

~~e. Sign copy limits: only information to guide or direct pedestrian traffic and the name or logo of the development.~~

~~f. Other limitations: Shall be consistent with materials, architectural style, color, etc. of principal structures on site. Also, shall not impair in any way, internal/external traffic (including vehicular and pedestrian) circulation or driver vision.~~

(b) *Temporary signs for <u>non-residential</u> ~~commercial~~ uses.* The following temporary signs for *<u>non-residential</u> ~~commercial~~ uses* are permitted <u>as follows</u>:

(1) *Grand opening sign for non-residential uses <u>excluding institutional, governmental, utility and recreational uses</u>.*

a. Number: one sign per street frontage, not to exceed two per property.

b. Maximum sign area: 20 sq. ft per sign face.

c. Maximum height: eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits: Sign shall be displayed in accordance with article IV, division 9 of this chapter.

f. Other limitations: signs shall not be displayed for more than 30 days.

(2) *Construction and ~~real estate signs.~~*

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: 20 sq. ft per sign face.

c. Maximum height: eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits:

~~1.~~ Construction signs, name of development, picture or rendering of completed project, name of project, developer, contractor, architect and contractor for construction project proposed or underway on the site;

~~2. Real estate signs, name, logo and phone number of realtor, owner, or developer, property description, price, and whether the property is for sale or lease.~~

f. Other limitations:

~~1.~~ Construction signs shall not be erected until a valid building permit for the work has been issued by the town, and shall be removed within 15 days of receiving a certificate of occupancy or abandonment of project;

~~2. Real estate signs may be erected upon the availability of a property for sale or lease and shall be removed upon the sale or lease of the premises. For existing retail centers with freestanding identification signs used in part for special events, the leasing or sale message must be placed in the 30 percent area of the sign permitted for special events.~~

(3) *Real estate signs.*

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: 20 sq. ft per sign face.

c. Maximum height: eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits:

1. Real estate signs, name, logo and phone number of realtor, owner, or developer, property description, price, and whether the property is for sale or lease.

f. Other limitations:

2. Real estate signs may be erected upon the availability of a property for sale or lease and shall be removed upon the sale or lease of the premises.

~~(3)~~ (4) *Fixed banner signs for ~~commercial~~ non-residential buildings or centers.*

a. Number: one sign per business or center.

b. Maximum sign area: 20 sq. ft excluding institutional, governmental, utility and recreational uses, where the maximum sign area is 24 sq. ft.

c. Maximum height: 24 feet.

d. Minimum setbacks: ~~See subsection (b)(3)c of this section.~~ N/A (setbacks are dependent upon below section, which does not include setbacks)

e. Sign copy limits: Banners must be hung vertically and at a maximum dimension of 31 inches wide and 94 inches high. Banner must be a minimum eight feet above surface of a walkway. No more than 50 percent of the banner may contain a message or logo. The message may only display the name and logo of the building or retail center and/or a special event.

f. Other limitations: Banners may be displayed for a maximum period of 45 days at a time, two times per year.

(5) Ornamental signs for *institutional, governmental, utility and recreational uses.*

a. Number: one sign per lamppost or column of a property/site.

b. Maximum sign area: 16 sq. ft.

c. Maximum height: minimum of eight feet from bottom of sign to ground/walkway under lamppost or column.

d. Minimum setbacks: not applicable.

e. Sign copy limits: Sign shall represent in some clear fashion the event, season, festivity for which it is being displayed (i.e., an art festival sign shall include the name of the festival, possibly identify the dates of the festival and/or a logo representing such festival; or a seasonal sign shall be reflective of the season it represents).

f. Other limitations: Sign must be placed on and secured to a lamp post or column in such a manner that is deemed safe and secure. May be subject to review by the building department to ensure this. Signs not permitted to be illuminated internally, or in such a way that would require an electrical permit.

(c) *Permanent signs for residential uses.* The following permanent signs for residential uses are permitted:

(1) *Single-family subdivisions, townhome developments and multiple-family developments.* For single-family subdivisions, townhouse developments and multiple-family developments, either freestanding identification signs or front entrance wall signs are permitted:

a. *Freestanding ~~identification~~ monument sign.*

1. Number: one sign per street frontage with a maximum of two per development (minimum separation of 200 feet linear, straight line).

2. Maximum sign area: if less than 50 total units, eight sq. ft per sign face; if 50 total units or more, 32 sq. ft per sign face and sign shall be a monument sign.

3. Maximum height: if less than 50 total units, six feet; if 50 total units or more, six feet with a maximum length of ten feet.

4. Minimum setbacks: if less than 50 total units, ten feet from all property lines; if 50 total units or more, five feet from all property lines.

5. Sign copy limits: the name of the development and street address numbers. Lettering shall not exceed 18 inches in height; logos shall not exceed 24 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.

6. Other limitations: A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Also, the maximum height/length limitation for developments with 50 total units or more may be



altered to accommodate the water feature. Water features include fountains or other moving water elements.

b. *Front entrance sign.*

1. Number: two signs per street frontage, one per wall on each side of entrance. Maximum number of signs shall not exceed four signs per development.
2. Maximum sign area: ten sq. ft per sign face. For columns, if the front entrance wall features are columns aligning both sides of an entranceway, then only one sign per column is permitted at a maximum sign area of six sq. ft per sign face.
3. Maximum height: Signs shall not exceed the height of the wall upon which they are placed.
4. Minimum setbacks: not applicable.
5. Sign copy limits: the name of the development and street address numbers. Lettering shall not exceed 18 inches in height; logos shall not exceed 24 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.
6. Other limitations: A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.





(2) *Transient facilities.* For transient facilities in the RMT residential transient zoning district, either freestanding identification sign, front entrance wall signs, or wall signs shall be permitted as follows:

a. *Freestanding ~~identification~~ monument sign.*

1. Number: one monument sign.

2. Maximum sign area: if under 20 total units, 20 sq. ft per sign face; if 20 total units or more, 40 sq. ft per sign face; if more than 50 total units and located along U.S. Highway 1, 60 sq. ft per sign face (in this case the sign must be located along U.S. Highway 1, otherwise a maximum of 40 sq. ft shall apply).
3. Maximum height: if under 20 total units, eight feet; if 20 total units or more, ten feet.
4. Minimum setbacks: ten feet from all property lines.
5. Sign copy limits: name of the building. Lettering shall not exceed 18 inches in height. Logos shall not exceed 24 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.
6. Other limitations: A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.



b. *Front entrance sign.*

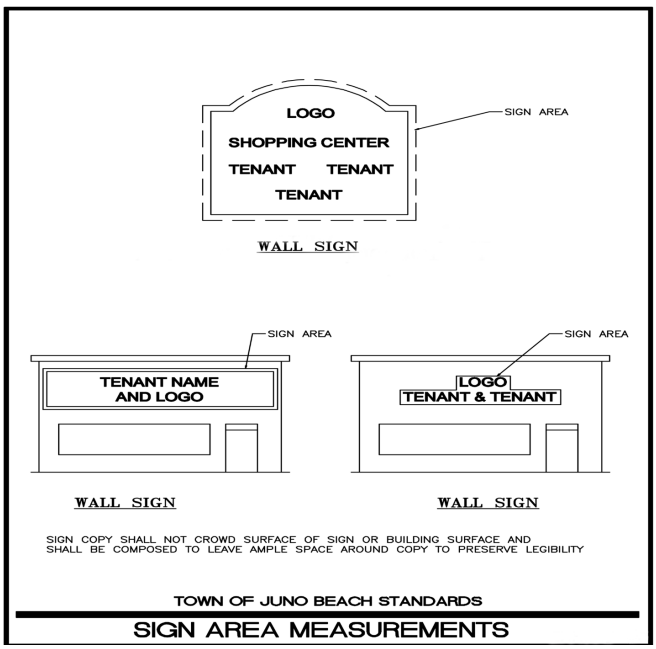
1. Number: two signs with one per wall aligning each side of entrance. For columns, if front entrance wall features are columns aligning both sides of an entranceway, then only one sign per column is permitted. For arches, if the entrance feature extends over the entranceway, such as an archway, then a maximum of one sign may be placed on the archway wall.
2. Maximum sign area: 24 sq. ft. For columns, six sq. ft; For arches, 50 percent of the length of the wall over the entranceway or 20 sq. ft, whichever is less.
3. Maximum height: six feet; for arches, 20 feet.
4. Minimum setbacks: not applicable.
5. Sign copy limits: name of building. Lettering and logo shall not exceed 20 inches. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.
6. Other limitations: A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.

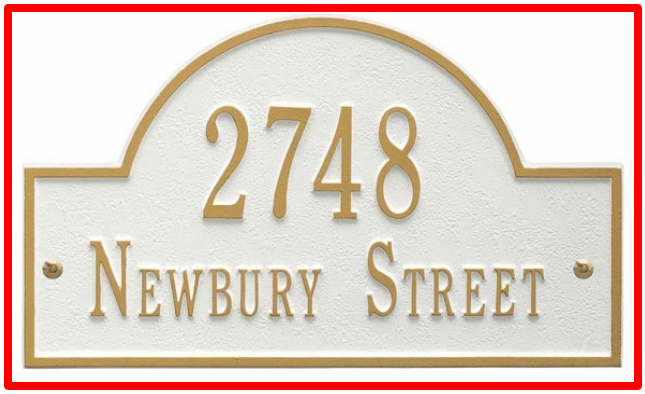




c. *Wall sign.*

1. Number: one sign per entrance, except for rear facade.
2. Maximum sign area: 24 sq. ft.
3. Maximum height: 20 feet.
4. Minimum setbacks: not applicable.
5. Sign copy limits: building name only. Lettering and logos shall not exceed 20 inches in height.
6. Other limitations: none.





(3) *All residential uses.* Directional and internal site/directory signs for all residential uses shall be permitted as follows:

a. *Directional signs.*

1. Number: one sign per entrance drive.
2. Maximum sign area: four sq. ft per sign face.
3. Maximum height: three feet.
4. Minimum setbacks: two feet from all property lines.
5. Sign copy limits: only directional words (enter/exit/parking/in/out, etc.) and/or the name/logo of the building or development.
6. Other limitations: Landscaping shall be required around base of the sign. This is a nonadvertising sign to aid traffic, and should be used to designate access drives and parking areas. May be placed on an entrance wall; if so, will be subject to all listed requirements except for the setback requirement.

b. *Internal site/directory sign.*

1. Number: one sign per driveway aisle entrance.
2. Maximum sign area: 20 sq. ft per sign face.
3. Maximum height: five feet.
4. Minimum setbacks: 100 feet from front property line, 30 feet from side and rear property lines; must be located within site in an central, or conspicuous location so as to direct pedestrians throughout development.
5. Sign copy limits: only information to guide or direct pedestrian traffic and the name or logo of the development.
6. Other limitations: Shall be consistent with materials, architectural style, color, etc. of principal structures on site. Also, shall not impair in any way, internal/external traffic (including vehicular and pedestrian) circulation or driver vision.

(d) *Temporary signs for residential uses.* The following temporary signs for residential uses are permitted:

(1) *Construction ~~and real estate~~ sign.*

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: four sq. ft per sign face; if five total units/residential dwellings or more are being displayed/represented with one sign, 20 sq. ft per sign face. (Please note, the Town of Jupiter and City of PBG have 12 and 16 sf allowance for construction signs in both non-residential and residential districts) - need to be considered by the residents per discussion with Town Staff

c. Maximum height: six feet; signs allowed over four sq. ft, eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits: for construction signs, name of development, picture or rendering of completed project, name of project, developer, contractor, architect and contractor for construction project approved or underway on the site; ~~for real estate signs, name, logo and phone number of realtor, owner, or developer property description, price, and whether the property is for sale or lease.~~

f. Other limitations: Construction signs shall not be erected until a valid building permit for work has been issued by the town, and shall be removed within 15 days of receiving a certificate of occupancy or abandonment of project; ~~real estate signs may be erected upon the availability of a site/building of an approved project for sale or lease and shall be removed upon the sale or lease of the premises or within one year after receiving a certificate of occupancy, whichever comes sooner.~~

(2) *Real estate sign.*

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: four sq. ft per sign face; if five total units/residential dwellings or more are being displayed/represented with one sign, 20 sq. ft per sign face.

c. Maximum height: six feet; signs allowed over four sq. ft, eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits: For real estate signs, name, logo and phone number of realtor, owner, or developer property description, price, and whether the property is for sale or lease.

f. Other limitations: Real estate signs may be erected upon the availability of a site/building of an approved project for sale or lease and shall be removed upon the sale or lease of the premises or within one year after receiving a certificate of occupancy, whichever comes sooner.

~~(2)~~ (3) *Garage sale sign.*

a. Number: one sign per site/lot.

b. Maximum sign area: two sq. ft per sign face.

c. Maximum height: three feet.

d. Minimum setbacks: five feet from all property lines.

e. Sign copy limits: none.

f. Other limitations: no permit required. Sign must be removed within five days of its placement.

~~(3)~~ (4) *Sale/rental sign.*

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: four sq. ft per sign face.

c. Maximum height: six feet.

d. Minimum setbacks: five feet from all property lines.

e. Sign copy limits: none.

f. Other limitations: no permit required. Sign must be removed within 15 days of sale or rental of the property. For sale/rental signs displayed/representing more than five dwelling units, see subsection (f)(1) of this section for appropriate regulations.

~~(4)~~ (5) *Ornamental signs.*

a. Number: one sign per lamppost or column of a property or project site.

b. Maximum sign area: 16 sq. ft.

c. Maximum height: minimum of eight feet from bottom of sign to ground/walkway under lamppost or column.

d. Minimum setbacks: not applicable.

e. Sign copy limits: Sign shall represent in some clear fashion the event, season, festivity for which it is being displayed (i.e., an art festival sign shall include the name of the festival, possibly identify the dates of the festival and/or a logo representing such festival; or a seasonal sign shall be reflective of the season it represents).

f. Other limitations: Sign must be placed on and secured to a lamppost or column in such a manner that is deemed safe and secure. May be subject to review by the building department to ensure this. Signs not permitted to be illuminated internally, or in such a way that would require an electrical permit.

~~(5)~~ (6) *Open house sign.*

a. Number: one per lot or unit.

b. Maximum sign area: four sq. ft (each side).

c. Maximum height: four feet.

d. Minimum setback: five feet from all property lines or from the edge of the pavement of an adjacent roadway, whichever is less.

e. Sign copy limits: Sign copy shall be limited to the term "open house," a graphic depiction of an arrow, and the name and contact information for the realtor or person conducting the open house. The name and contact information shall not occupy more than one-third of the sign face.

f. Other limitations:

1. Open house signs are limited to Saturdays, Sundays and legal holidays between the hours of 10:00 a.m. and 4:00 p.m.

2. An open house sign must relate to the property upon which it is located or be placed within the immediately adjacent right-of-way.

~~(c) *Permanent signs for institutional, governmental, utility and recreational uses.* Freestanding identification signs, front entrance wall signs, or wall signs are permitted as follows:~~ *(consolidated into permanent non-residential sign sections above)*

~~(1) *Freestanding identification sign.*~~

~~a. Number: one sign per street frontage, with a maximum of two signs per property. Properties with 600 feet or more of street frontage are permitted two signs per street frontage provided the signs are separated by a minimum of 250 feet.~~

~~b. Maximum sign area: 24 sq. ft per sign face; if use is on U.S. Highway 1 and the sign is located on U.S. Highway 1, 60 sq. ft per sign face.~~

~~c. Maximum height: ten feet; if sign is located on U.S. Highway 1, 12 feet.~~

~~d. Minimum setbacks: ten feet from all property lines.~~

~~e. Sign copy limits: name of building only. Lettering and logos shall not exceed 20 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.~~

~~f. Other limitations: If the sign is greater than four feet in height, the sign must be a monument sign.~~

~~(2) *Front entrance sign.*~~

a. Number: two signs per street frontage with one sign on each side of entrance. Maximum of four signs per property; for columns, if front entrance wall features are columns aligning both sides of an entranceway, one sign per column is permitted. For arches, if the entrance feature extends over the entranceway, such as an archway, a maximum of one sign may be placed on the archway wall.

b. Maximum sign area: 24 sq. ft. For columns, six sq. ft; for arches, 50 percent of the length of the wall over the entranceway or 20 sq. ft, whichever is less.

c. Maximum height: six feet; for arches, 20 feet.

d. Minimum setbacks: not applicable.

e. Sign copy limits: name of building. Lettering and logos shall not exceed 20 inches in height. Street numbers required, must be in Arabic numerals no less than six inches in height and will not be calculated toward permitted sign area.

f. Other limitations: A sign area bonus for an additional 12 sq. ft may be added to the maximum sign area allowance if a water feature is designed/integrated as part of the sign. Water features include fountains or other moving water elements.

(3) *Wall sign.*

a. Number: one sign per street frontage not to exceed a total of two signs per property.

b. Maximum sign area: 24 sq. ft.

c. Maximum height: 20 feet.

d. Minimum setbacks: not applicable.

e. Sign copy limits: building name only. Lettering and logos shall not exceed 20 inches in height.

f. Other limitations: none.

(4) *Walkway occupant signs.*

a. Number: one sign per principal entrance providing access from a walkway; and, one additional walkway occupant directional sign at the ends of corridors may be permitted if all other criteria is met.

b. Maximum sign area: six sq. ft per sign face.

c. Maximum height: minimum eight feet above walkway surface.

d. Minimum setbacks: not applicable.

e. Sign copy limits: Only the individual business name or generic business may be displayed. An arrow no longer than six inches long may be displayed on the sign.

f. Other limitations: All signs must be uniform in design, shape, size, materials and colors; and they shall be nonilluminated.

(5) *Incidental signs.*

a. Number: one sign per secondary use/incidental structure.

b. Maximum sign area: six sq. ft.

c. Maximum height: Must be placed adjacent to the use and at the same height as a wall sign or upon the incidental secondary structure.

d. Minimum setbacks: not applicable.

e. Sign copy limits: lettering and logo shall not exceed 20 inches.

f. Other limitations: Sign must be positioned on outside of building and must direct users to a location (such as ATM, book depositories, etc.). If illuminated, it must be internally illuminated.

(6) *Directional signs.*

a. Number: one sign per entrance drive.

b. Maximum sign area: four sq. ft per sign face.

c. Maximum height: three feet.

d. Minimum setbacks: two feet from all property lines.

e. Sign copy limits: only directional words (enter/exit/parking/in/out, etc.) and/or the name/logo of the building or development.

f. Other limitations: Landscaping shall be required around base of the sign. This is a nonadvertising sign to aid traffic, and should be used to designate access drives and parking areas. May be placed on an entrance wall; if so, will be subject to all listed requirements except for the setback requirement.

(7) *Permanent special event signs.* *(clarification of this type of sign)*

a. Number: one monument sign.

b. Maximum sign area: 20 sq. ft for uses with total gross floor area from 15,000 sq. ft to 55,000 sq. ft; 25 sq. ft for uses with total gross floor area from 55,001 sq. ft to 100,000 sq. ft; 30 sq. ft for uses with total gross floor area over 100,000 sq. ft.

c. Maximum height: four feet.

d. Minimum setbacks: three feet from all property lines.

e. Sign copy limits: Content of the sign shall be controlled by the property manager and shall only display current messages. No more than four separate messages listing special events shall be permitted at one time. Special events shall only include grand openings, special holiday sales, sidewalk sales, and charity drives. Special sales on merchandise or services do not represent a special event. When no temporary messages are displayed, the sign shall list the name of the retail center. Lettering and logos shall be a minimum of four inches in height and a maximum of 20 inches in height.

f. Other limitations: Signs shall be externally lit only.

(8) *Internal site/directory sign.*

a. Number: one sign per driveway aisle entrance.

b. Maximum sign area: 20 sq. ft per sign face.

c. Maximum height: five feet.

d. Minimum setbacks: 100 feet from front property line, 30 feet from side and rear property lines; must be located within site in an central, or conspicuous location so as to direct pedestrians throughout development.

e. Sign copy limits: only information to guide or direct pedestrian traffic and the name or logo of the development.

f. Other limitations: Shall be consistent with materials, architectural style, color, etc. of principal structures on site. Also, shall not impair in any way, internal/external traffic (including vehicular and pedestrian) circulation or driver vision.

(f) Temporary signs for institutional, governmental, utility and recreational uses. The following temporary signs for institutional, governmental, utility and recreational uses are permitted:

(1) Construction and real estate signs.

a. Number: one sign per street frontage, not to exceed two signs per property.

b. Maximum sign area: 20 sq. ft per sign face.

c. Maximum height: eight feet.

d. Minimum setbacks: ten feet from all property lines.

e. Sign copy limits: for construction signs, name of development, picture or rendering of completed project, name of project, developer, contractor, architect and contractor for construction project approved or underway on the site; for real estate signs, name, logo and phone number of realtor, owner, or developer property description, price, and whether the property is for sale or lease.

f. Other limitations: Construction signs shall not be erected until a valid building permit for work has been issued by the town, and shall be removed within 15 days of receiving a certificate of occupancy or abandonment of project; real estate signs may be erected upon the availability of a site/building of an approved project for sale or lease and shall be removed upon the sale or lease of the premises.

(2) Fixed banner signs for commercial building or center.

a. Number: one sign per business or center.

b. Maximum sign area: 20 sq. ft.

c. Maximum height: 24 feet.

d. Minimum setbacks: See subsection (f)(2)e of this section.

e. Sign copy limits: Banners must be hung vertically and at a maximum dimension of 31 inches wide and 94 inches high. Banner must be a minimum eight feet above surface of a walkway. No more than 50 percent of the banner may contain a message or logo. The message may only display the name and logo of the building or retail center and/or a special event.

f. Other limitations: Banners may be displayed for a maximum period of 45 days at a time, two times per year.

(3) Ornamental signs.

a. Number: one sign per lamppost or column of a property/site.

b. Maximum sign area: 16 sq. ft.

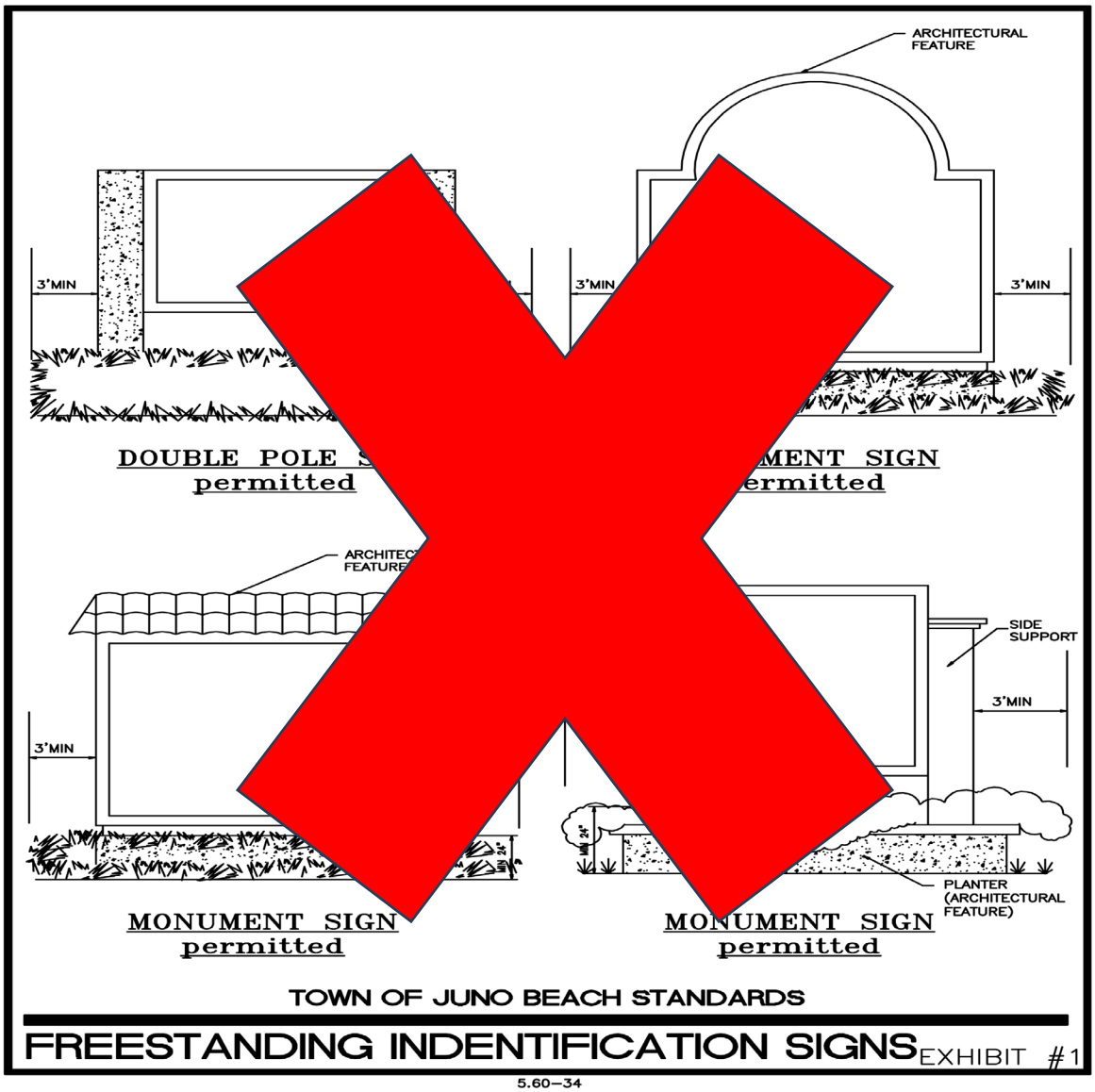
c. Maximum height: minimum of eight feet from bottom of sign to ground/walkway under lamppost or column.

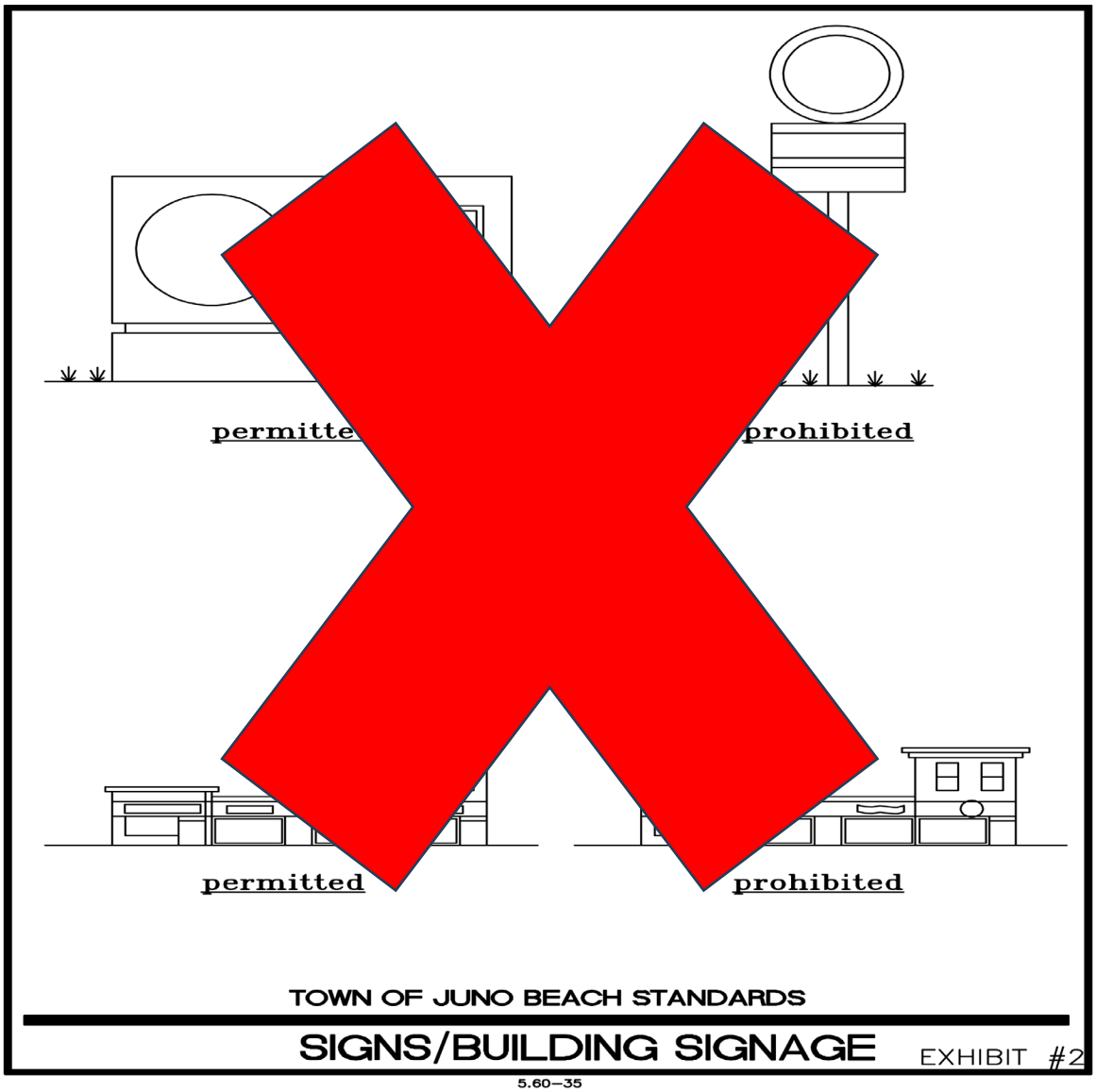
d. Minimum setbacks: not applicable.

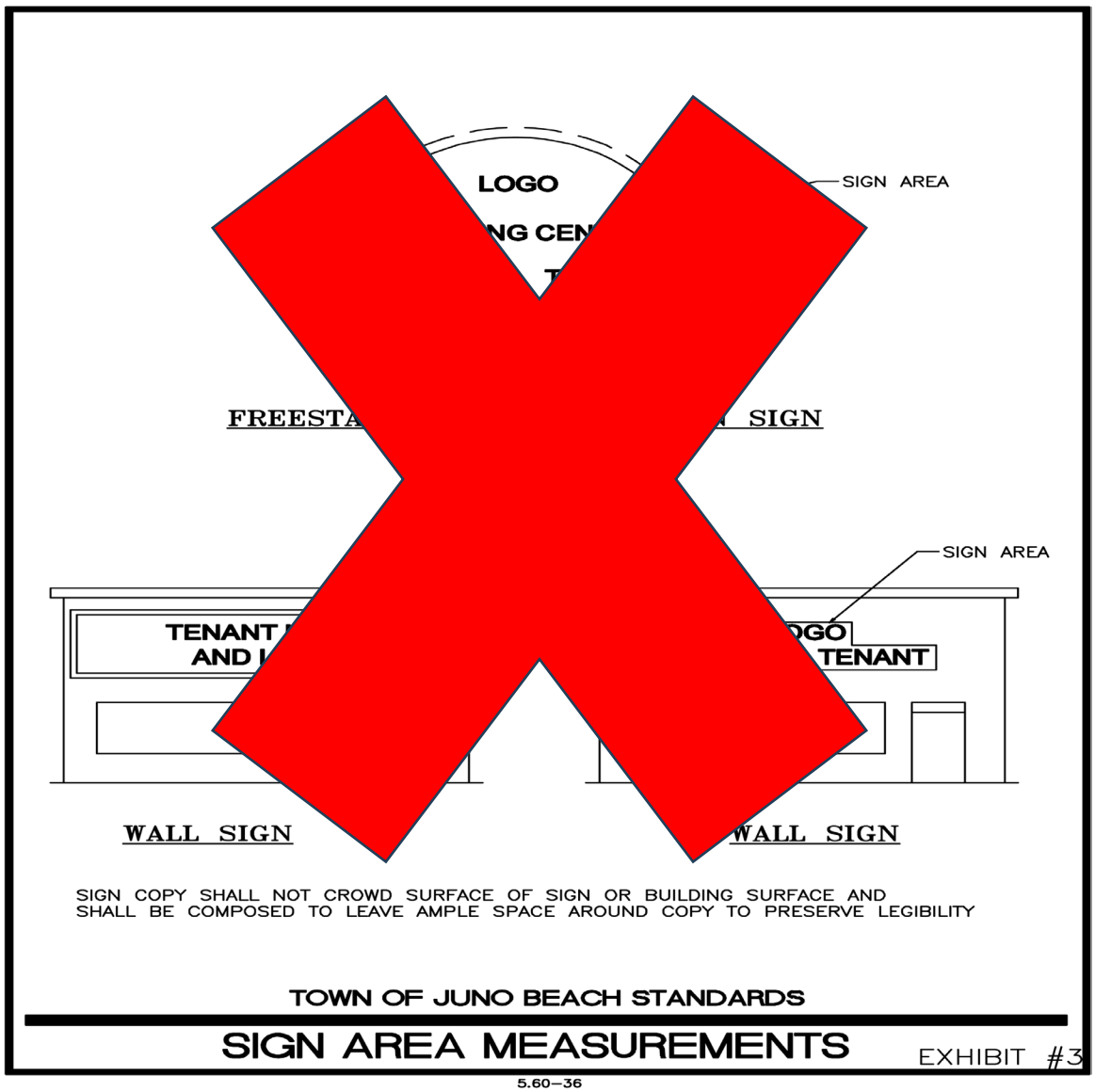
e. Sign copy limits: Sign shall represent in some clear fashion the event, season, festivity for which it is being displayed (i.e., an art festival sign shall include the name of the festival, possibly identify the dates of the festival and/or a logo representing such festival; or a seasonal sign shall be reflective of the season it represents).

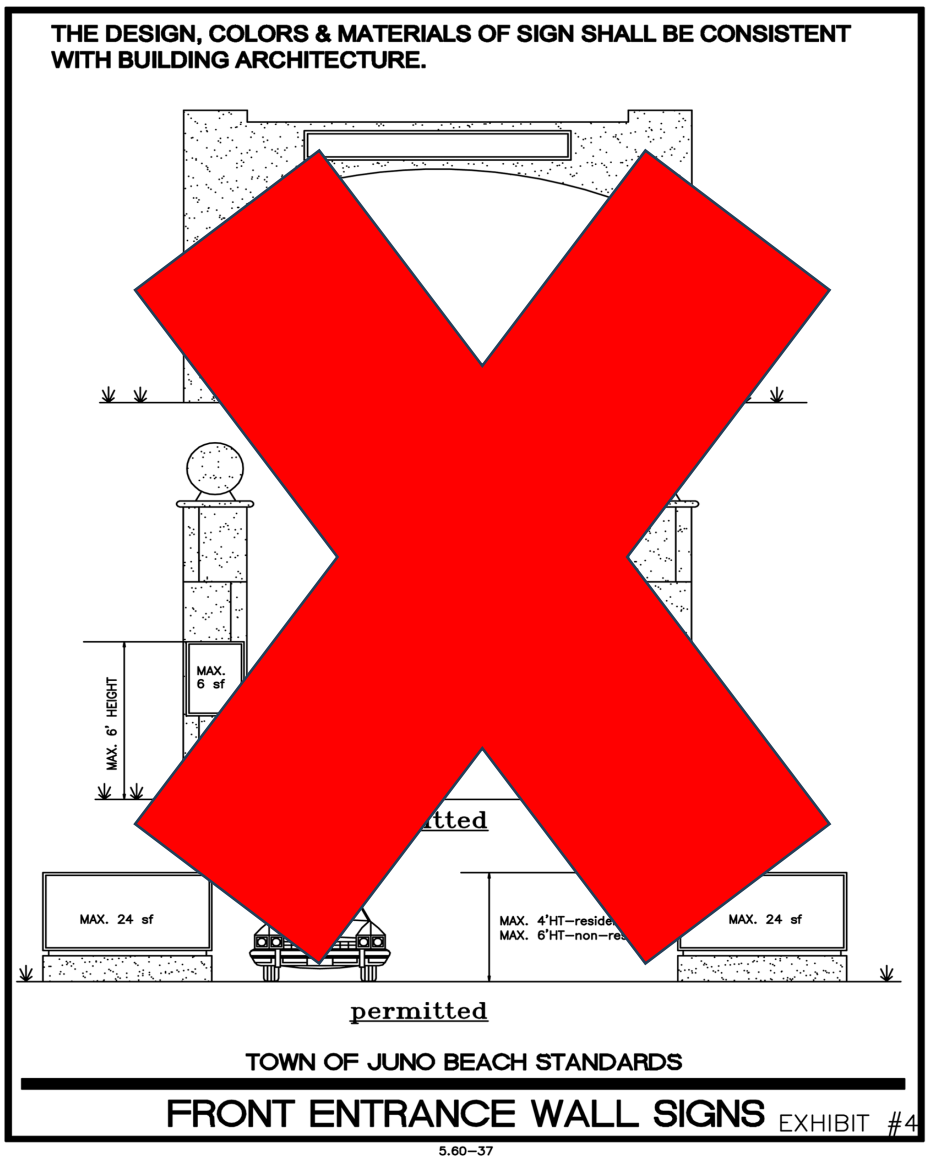
~~f. Other limitations: Sign must be placed on and secured to a lamp post or column in such a manner that is deemed safe and secure. May be subject to review by the building department to ensure this. Signs not permitted to be illuminated internally, or in such a way that would require an electrical permit.~~

Editor's note(s)—Helpful exhibits 1 through 4 are displayed on the following pages.




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prohibited
permitted
prohibited
TOWN OF JUNO BEACH STANDARDS
SIGNS/BUILDING SIGNAGE
EXHIBIT #2
5.60–35


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SIGN AREA
FREESTA
SIGN
SIGN AREA
TENANT
AND
OGO
TENANT
WALL SIGN
WALL SIGN
SIGN COPY SHALL NOT CROWD SURFACE OF SIGN OR BUILDING SURFACE AND
SHALL BE COMPOSED TO LEAVE AMPLE SPACE AROUND COPY TO PRESERVE LEGIBILITY
TOWN OF JUNO BEACH STANDARDS
SIGN AREA MEASUREMENTS
EXHIBIT #3
5.60–36



(Ord. No. 207, §§ 5.68—5.68.6, 8-8-1979; Ord. No. 258, 10-13-1982; Ord. No. 309, 10-8-1986; Ord. No. 389, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 426, 8-12-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 476, 12-13-1995; Ord. No. 489, 12-11-1996; Ord. No. 491, 2-12-1997; Ord. No. 512, 7-28-1999; Ord. No. 538, 4-25-2001; Ord. No. 593, § 5.68.4, 6-14-2006)

Sec. 34-1056. Noncommercial messages.

(a) Notwithstanding anything in this division to the contrary, any sign erected pursuant to the provisions of this division may, at the option of the applicant, contain either a noncommercial message unrelated to the business on the premises where the sign is erected or a commercial message related to the business and located on the business premises.

(b) The noncommercial message may occupy the entire sign face or portion thereof. The sign face may be changed from commercial to noncommercial messages as frequently as desired by the owner of the sign, providing each of the following is met:

(1) The size and design criteria conform to the applicable portions of this article;

(2) The sign is permitted by this article;

(3) The sign conforms to the requirements of the applicable zoning designation; and

(4) The applicant obtains all appropriate permits.

(c) For purposes of this article, noncommercial messages shall never be deemed off-premises signs.

Sec. 34-1057 – Variance and appeals.

A. Variances.

1. Requests for variances from size, location, or quantity requirements shall be based on hardships on the land, structure, or building. An applicant may not request a variance to permit a prohibited sign.
2. The board of adjustment shall hear and rule on all applications for variance to this Code.
3. All applications for variances to regulations established by this article shall be filed with the Planning and Zoning Director upon a form supplied by the Town. The application shall be accompanied by the filing fee established in the Town's fee schedule.
4. Public notice of all hearings conducted in accordance with this section shall be provided as required by section 34-66 of this Code.

B. Appeals.

1. The applicant may file an appeal to the Town Council on any ruling by the Planning and Zoning Board as to this Sign Code in accordance with section 34-65 of the Town Code.

Secs. 34-~~1057~~ 1058—34-1078. Reserved.

DRAFT (5/16/25)

Sec. 34-4. Definitions.

For the purposes of this chapter, the following terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural; and the plural the singular; the term "used for" shall include the meaning "designed for"; the term "structure" shall include the term "building"; the term "lot" shall include the terms "plot" and "tract"; the word "shall" is mandatory and not directory.

Accessory apartment means a second dwelling unit, either in, detached from, or added to a single-family detached dwelling, for use as a complete, independent living facility. Such a dwelling unit is an accessory use to the main dwelling unit, and shall not be counted when calculating density for property in the district if the accessory apartment is 750 square feet or less in living area. An accessory apartment shall have a maximum living area (air conditioned space) of 500 square feet when the lot area is less than 10,000 square feet, and shall be permitted a maximum 1,250 square feet of living area when the lot area is 10,000 square feet or more. However, the Saturn Lane Historic District shall be permitted a maximum living area of 750 square feet and shall have no minimum lot size requirement.

Accessory use or building means a subordinate use or building customarily incidental to and located upon the same lot occupied by the main use or buildings; including public or private utilities serving the main use or building. Accessory use is also known as secondary use.

Acre means, for the purpose of calculating dwelling units, an area or parcel of land containing 43,560 square feet.

Airline route means the distance measured on a map from one location to another.

Aisle means a roadway within a parking lot.

Alley means a right-of-way or easement which affords only a secondary means of access to abutting property and is not intended for general traffic circulation.

Alteration means any change in size, shape, occupancy, character, or use of a building or structure.

Architectural feature means a structural or decorative feature which enhances design quality and is consistent with the overall architectural design of the structure on which it is placed and all other structures on the site. Such architectural features include, without limitation, roof structures, wall caps, windows, varying forms, planters, and similar quality design features.

Area regulations means the regulations of building size, setbacks or yards, parking and loading requirements and similar regulations not determining use of property.

Artificial turf is a product manufactured from synthetic materials that simulates the color, appearance and height of natural turf, grass, sod, or lawn. Artificial turf is not considered landscaping and shall not count toward a property's minimum landscaping or minimum landscaped open space requirement.

Assisted living facility means residences which may include a mixture of housing types and may have extended medical care, central kitchen, common dining room, nursing and medical facilities, as well as a chapel, library, and other accessory and incidental uses, as well as limited commercial uses serving exclusively the residents of the facility. Such facilities shall include but not be limited to adult extended care residences and nursing homes and shall not include substance abuse treatment providers licensed pursuant to F.S. ch. 397.

Attendant uses for resort hotel means those uses which are complementary to a resort hotel. Those uses are conference facilities, restaurants (enclosed), sidewalk cafes, open-air restaurants, travel agencies, health clubs, spas, beach equipment sales and rentals, snorkeling and scuba diving equipment sales and rentals, beach cabanas, vacation apparel, seaside arts and crafts, branch banks, retail liquor stores, drugstores, photo shops, bookstores,

luggage shops, gift shops, real estate offices, and auto rental offices (with rental autos stored and serviced elsewhere off the site).

Average front yard setback means the calculation determined by measuring the distance between the front property line, and the corners of the front wall of the principal structure closest to the front property line. The walls of the principal structure may be angled with respect to the front property line, so long as the closest and farthest points of the wall (with respect to the front property line), when averaged, equal the average front yard setback. No structure wall shall encroach on the required minimum front yard setback.

Awning means a shelter projecting from the exterior wall of a building, typically constructed of flexible materials except for the supporting framework.

Awning, sidewalk, means a projecting structure, either temporary or permanent, which is composed of construction limited to an open framework and is typically covered by flexible material and is suspended from a supporting building over a public sidewalk or walkway.

Basement means a story situated under a building having exterior perimeter walls, a floor level two or more feet below the level of the contiguous exterior ground outside of the building, and having one-half or more of its floor-to-ceiling height below the average level of all the exterior ground of the lot comprising the subject building development site. A basement story shall not be considered a story with regards to height regulations contained in this chapter if said story does not exceed eight feet above the average mean elevation for the subject lot, and if designed or adapted to and used solely for the purpose of automobile parking and/or machinery and essential building utility services not involving habitable space. The exterior walls of said basement story shall be set back from all property lines as required for said building situated over the basement story, and minimum door openings in said basement walls shall be limited to those essential to permit one automobile entry access driveway and one automobile exit driveway for each separated under-building parking area, plus pedestrian lobby entries and required fire escape exit ways.

Basement, sub-, means a story which is located underground and does not exceed in height the lowest point of the public sidewalk abutting the property, or the public street if there is no public sidewalk; and is designed, adapted to or used for the purpose of auto storage and/or furnace and other utility purposes, provided that said furnace and other utilities are located within the projected confines of the outer walls of the main building properly located above ground level.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves). Unless otherwise specified, the seaward limit of a beach is the mean low water line. The term "beach" is alternatively termed the "shore."

Boat means a craft or device for water transport, including but not limited to a boat, jet ski, or windsurfer board.

Boat trailer means a trailer used to haul and carry a boat.

Buildable area means the portion of the lot remaining after required yards have been provided.

Building. See *Structure*.

Building dimension means the horizontal length of any building wall in one elevation (the front, sides, or rear building wall of any structure). Attached building structures (for example, a row of townhouses) shall be considered as one building and one building dimension, regardless of whether the attached building structures are parallel to the property line, staggered, or some other configuration. The dimension shall be measured from the farthest extremes of said building wall, exclusive of balconies, porches, canopies, porte-cocheres, and other similar features.

Building facade means all windows, doors, and wall areas of a building in one plane or elevation.

Building footprint means the total ground floor area of a structure covered by a roof measured to the outside building walls, columns, and/or posts.

Building frontage means the building dimension of that portion of a building which faces upon and is generally parallel to a public or private street, aisle, or walkway, as applicable.

Building height means the vertical distance measured from finished grade to the highest exterior point of the building roof, exclusive of chimneys, aerials, and other similar appurtenances. See *Finished grade*.

Building line means the line established by law on any legally platted lot beyond which no building shall extend, except as specifically provided by law.

Bulk means the overall size and volume of a building or structure.

Business services means establishments providing support services to other business concerns, Business services would include, but not necessarily be limited to, print shops, secretarial services, travel agencies, drafting, services, advertising agencies, etc.

Cabana (pool house) means an accessory structure typically used in connection with outdoor bathing, providing enclosed space for showering or changing clothes, with recreational cooking and/or bar facilities, but no sleeping rooms.

Canopy means a permanent, projecting roofed structure attached to and supported by a building wall, which may project over a traffic aisle or walkway.

Church or place of worship means a structure utilized by a religious organization for worship and religious training or education. In addition, a church or place of worship may be used for activities and programs for the enrichment of its organization members and the community, including but not limited to special events, social gatherings and recreational programs. Any accessory uses involving outdoor activities must be approved as special exception uses unless otherwise permitted elsewhere in this chapter (i.e., special events). A church or place of worship, for the purposes of this chapter, may include, in addition to the principal structure, accessory structures and/or dwelling units for church personnel located within an accessory structure.

Club, private, means buildings and/or facilities not open to the general public and operated for social or recreational purposes for members and their bona fide services which are customarily carried on as a business. A private club may provide living quarters for its bona fide employees only.

Coastal area means that area which lies east of A1A (Ocean Drive) as well as that area which lies west of Ellison Wilson Road.

Coastal construction control line or *CCCL* means that line which marks the most seaward extent of construction established in 1979 by the state bureau of beaches and shores and which is marked along the dune line by permanent survey markers.

Coastal high hazard area means those areas within the Federal Emergency Management Agency (FEMA) designated V zones which lie seaward of the coastal construction control line.

Coastal vegetation means native dune vegetation which preserves and protects beach and dunes from erosion. Examples of native dune vegetation include but are not limited to sea oats, sea grapes, railroad vine, and saw palmettos.

Code compliance official means any authorized agent or employee of the town whose duty is to ensure compliance with the provisions of this chapter, including, but not limited to, designated employees of the police and code enforcement departments.

Commercial areas includes all areas in the town that have commercial uses and/or are commercially zoned properties as designated by this chapter.

Commercial center means a group of two or more commercial buildings.

Common area lots (RV park). See section 34-566(c) for definitions.

Common open space means that area of a development site which is unencumbered by buildings, other structures, driveways for vehicular access, or automobile parking areas and storage. This area shall include all yard areas as well as those other open land areas located within the planned unit development site.

Community association means an entity created by a recorded instrument providing for the operation and maintenance of commonly owned facilities or common open space and may consist of a property owners' association, a homeowners' association or a condominium association.

Community parks means active recreational areas typically over 15 acres in size that serve multineighborhood recreational needs.

Community residential home means a dwelling unit licensed to serve residents who are clients of the department of elderly affairs, the agency for persons with disabilities, the department of juvenile justice, or the department of children and family services, or a dwelling unit licensed by the agency for health care administration, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social need of the residents, as defined in F.S. ch. 419. The community residential home is provided for pursuant to the requirements of F.S. ch. 419 and shall not include substance abuse treatment providers licensed pursuant to F.S. ch. 397.

Compatible or *consistent* means harmonious in the appearance of two or more external design features in the same vicinity. The term "compatible" or "consistent" also means being in a state of order, agreement, or completeness in the relations of parts of a whole to each other.

Comprehensive plan means the official public document adopted by the town council as a policy guide to present and future land use decisions.

Convenience store means a retail establishment which is usually open for extended daily hours of business (12 to 24 hours), usually located as a single entity or in a strip building facility not dependent upon comparison shopping and by its manner of display and merchandising usually sells a limited selection of items and brands of prepackaged or prepared foods, ready-to-eat foods, snacks, gum, candy, beverages, dairy products or sundries, all of which are frequently purchased for immediate use. Such establishment described in this definition, developed with facilities for the dispensing of vehicular fuels, shall be defined as a fuel service station and regulated as a fuel service station.

Day Spa. See *Health spa/gym.*

Development review committee (DRC) means a committee providing technical review of development applications consisting of representatives of the planning and zoning, building and police departments, in addition to providers of fire rescue and utility services.

Dining room means any building or part thereof, or any room or part thereof, in which food is dispensed or served for profit or gratis to a restricted and limited clientele consisting of tenants and residents of the same premises and their bona fide guests.

Director means the director of the town planning and zoning department, or his designee.

Display means the exhibition of an item, such as but not limited to goods, materials, merchandise, decorations, etc.

Dock means a structure built on pilings over water which is designed or used to provide anchorage for and access to one or more boats at anchorage. Necessary boat services such as water, phone, electricity and other utilities are considered a part of a dock; however, no cooking, sleeping or commercial activity shall be permitted or conducted on a dock.

Drive-in business means an establishment, other than a drive-in financial facility, where a patron is provided products or services without departing from his automotive vehicle.

Drive-in financial facility means a drive-in teller service, where the patron makes withdrawals or deposits or receives other financial services without departing from his automotive vehicle.

Drug store is an establishment that combines a pharmacy with the sale of products typically associated with a convenience store, and provides services such as photo processing or basic health assessments (such as vaccinations or minor examinations). This use is subject to the additional regulations set forth in article IV, division 15 of this chapter.

Dune means a mound or ridge of loose, typically sand-sized sediment, upland of the beach, and deposited by any natural or artificial means; the term "dune" may also include a beach ridge, dune ridge, chenier, etc.

Dune, crest of, means that line connecting points of highest elevation of the collective cross sections of a dune between its easternmost and westernmost minimum elevations.

Dune restoration means the placement of sand on an eroded dune, together with revegetation.

Dune revegetation means the planting of dune vegetation on nonvegetated dune areas.

Dune walkover means a low wooden narrow platform which is pile-supported and elevated above the dune to provide access to the beach. A dune walkover shall not be subject to any setback requirements from the property lines.

Dwelling means a building or portion thereof designed or used exclusively for residential occupancy, but not including transient facilities.

Dwelling unit (DU) means a group of rooms designed, used exclusively or occupied as separate living quarters by a single family, but not including transient facilities.

Dwelling, single-family, means a detached building designed for or occupied exclusively by one family, but not including transient facilities.

Dwelling, two-family, means a detached building designed for or occupied exclusively by two families living independently of each other, but not including transient facilities.

Dwelling, multiple-family or multifamily, commonly known as an apartment house, means a building, or portion thereof, used or designed as a residence for three or more families living independently of each other, having individual living units with each unit having cooking facilities, but not including transient facilities.

Dwelling, townhouse, means a dwelling unit designed for or occupied exclusively by one family and attached to three or more other dwelling units of similar design and separated by one or more party walls. The attached townhouses as defined constitute a building cluster. This definition does not include transient facilities.

Excavation means any removal of earth in excess of six inches below the existing grade of surrounding land, for any reason whatsoever, except when excavation is to be made and earth restored to its original condition.

Family means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or a group of persons not more than three in number who are not so interrelated, occupying a dwelling as a single housekeeping unit. The persons thus constituting a family may also include gratuitous guests and domestic servants. Any person under the age of 18 years whose legal custody has been awarded to the state department of children and family services (DCF) or to a child-placing agency licensed by DCF, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this chapter.

Nothing herein shall be construed to include any roomer or boarder as a member of a family, nor shall this definition preclude the utilization of single-family residences as vacation rentals.

Family care home means a dwelling unit licensed to serve residents who are clients of the department of elderly affairs, the agency for persons with disabilities, the department of juvenile justice, or the department of children and family services; or a dwelling unit licensed by the agency for health care administration in which a living environment is provided for a payment, fee or grant for any of the residents receiving care, whether or not operated for profit, for one to six unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supporting staff as may be necessary to meet the physical, emotional and social needs of the residents and meeting all other criteria of F.S. ch. 419.

Family day care home means an occupied residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. A family day care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of four children from birth to 12 months of age.

(2) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

(3) A maximum of six preschool children if all are older than 12 months of age.

(4) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Finished grade means the average elevation of the existing grade prior to land alteration of the lot on which a proposed or existing structure is located, or the grade established by the town equal to the crown of the adjacent neighborhood or platted subdivision street at its highest elevation abutting the property, whichever is greater. If such elevation is less than seven and one-half feet above mean sea level, USC and GS datum, then building height shall be measured from seven and one-half feet above mean sea level, USC and GS datum, to the highest exterior point of the building roof, exclusive of chimneys, aerials, and other similar appurtenances.

Floor area, total, means the sum of the gross horizontal area of all of the floors of a building measured from the exterior faces of exterior walls and/or supporting columns. Such area shall exclude a basement or subbasement as defined; open plaza, balcony or deck areas; and off-street parking within or under the building.

Foster care home means a residence licensed by the state department of children and family services which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of residents and serving either children or adult foster residents.

Frontage means all or a portion of a lot line which directly abuts a public or private right-of-way, excluding alleys and private driveways.

Fuel service station means a retail establishment which primarily sells, dispenses and installs gasoline and automotive lubricants and products. Such establishments may include the sale of typical convenience store items.

Garage, private, means a building or space used as an accessory to or part of a main building permitted in any residential district, and providing for the storage of motor vehicles and in which no business, occupation or service for profit is in any way conducted.

Garage, storage, means any building or premises, other than a private garage, used exclusively for the parking or storage of motor vehicles.

Ground cover means material such as, but not limited to, grass, rocks, pebbles, mulch and tree bark.

Group home means one of the following: a foster care home, a family care home, or family day care home. These group homes are provided for pursuant to the requirements of F.S. chs. 402 and 419 and shall not include substance abuse treatment providers licensed pursuant to F.S. ch. 397.

Gym. See *Health spa/gym.*

Habitable space means all that interior living space in a dwelling unit which is provided with heating and/or air conditioning facilities such as to render the space habitable in all seasons and weather.

Harmony means a quality which produces an aesthetically pleasing whole as in an arrangement of varied architectural and landscape elements. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials and architectural components, including, but not limited to, porches, roof types, fenestration, entrances and stylistic expression.

Health spa/gym means an enclosed facility or spa providing equipment, classes, instruction, and similar assistance for conducting a variety of activities designed to improve health and physical fitness, including but not limited to, aerobic exercise and dancing, massage, weight lifting, running, swimming, racquetball, basketball, weight reduction and similar activities. Accessory uses, limited to patrons of the facility, include babysitting and food and beverage services.

Helistop means a designated public or private landing area used for the operation of motorcraft where no basing facilities are provided.

Holiday decorations means a display, including lighting and ornamentation, which is a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

Hot tub/whirlpool means a small swimming pool with a maximum of 36 square feet in surface area.

Hotel/motel means a building or a group of buildings, or part thereof in which sleeping accommodations are offered to the public on a daily basis, regardless of the number of rooms, and which may include as well additional services such as restaurants, meeting rooms, and recreational facilities; as distinguished from transient residential facilities.

Impervious means land surfaces which do not allow the penetration of water including paved roads, sidewalks, driveways, parking lots and highly compacted areas including shell and clay.

Individual freestanding retail use means a retail use located in a freestanding building which contains only one retail business and which is not part of any retail center.

Interior lots (RV park) See section 34-566(c) for definition.

Landscape barrier means a design feature constructed within a landscape buffer which is intended to impede pedestrian or vehicular cross-movement and to provide an abrupt transition between otherwise incompatible land uses. A landscape barrier may consist of living plants (such as a hedge), structures (such as a wall or fence), changes in grade (such as a berm) or any combination thereof as determined by the town.

Landscape buffer means a continuous area of land which is adjacent to and abutting one or more property boundaries in which landscaping is used to provide a transition between, and to reduce any negative environmental, aesthetic or other impacts of, adjacent land uses.

Landscaped open space means open space which is covered and maintained with vegetation as required in the definition of "landscaping."

Landscaping means any of the following or combination thereof: materials such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, and other materials such as rocks, pebbles, sand, wall or fences.

Limited home occupations means a home occupation which by its nature has no impact on the surrounding residential neighborhood, and requires no facilities other than those normally provided for a residential dwelling

unit. Limited home occupations are typically those businesses that require only telephone, and/or internet service to conduct their transactions.

Lot means a parcel of land occupied or intended for occupancy by a building together with its accessory buildings, including the open space required under this chapter. For the purpose of this chapter, the term "lot" shall be taken to mean any number of contiguous lots or portions thereof not separated by a street or public way, upon which one or more main structures for a single use are erected or are to be erected.

Lot, corner, means a lot abutting upon two or more streets at their intersection.

Lot coverage means that percentage of the total area of a lot covered or occupied by the buildings or any part of the buildings, excluding therefrom any projections which are permitted by this chapter to extend into yard areas.

Lot depth means the distance measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite mean rear lot line.

Lot, interior, means a lot other than a corner lot.

Lot lines means the lines bounding a lot as established by ownership.

Lot of record means a parcel of land as originally subdivided or subsequently resubdivided and properly recorded as a lot within a subdivision or plat.

Lot, through, means an interior lot having frontage on two streets.

Lot width means the distance measured along the front building line between the side lot lines of a lot.

Low-volume irrigation system or*microirrigation* means equipment or irrigation devices designed to provide small quantities of water on or below the soil surface as drops or tiny streams of spray through emitters or applicators placed along a water delivery line. Microirrigation includes methods or concepts such as bubbler, drip, trickler, mist, or microspray, and subsurface irrigation.

Manufactured home, as currently defined by Florida Statutes and as subsequently amended, means a mobile home fabricated on or after June 15, 1976, in an off-site manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the Federal Manufactured Home Construction and Safety Standard Act. This definition does not include modular housing placed on a standard foundation or travel trailers.

Manufactured home accessory building or structure, as currently defined in the National Fire Protection Association's (NFPA) 501A Standards, and as subsequently amended, means a building or structure that is an addition to or supplements the facilities provided in a manufactured home. It is not a self-contained, separate, habitable building or structure. Examples are awnings, cabanas, garages, ramadas, storage structures, carports, fences, windbreaks, or porches.

Mass means the relationship and sizes between different volumes of a building or structure.

Mechanical equipment means and includes but is not limited to heating, ventilating, air conditioning, and pool equipment machinery; water filtration systems; fuel oil and propane tanks; accessory communications equipment such as signal sending and receiving dishes, etc.; public utility service fixtures, including telephone, telegraph, electricity, natural or propane gas, potable water, and sewer facilities; and elevator facilities.

Medical marijuana treatment center means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients and their caregivers and is registered by the state department of health.

Medical marijuana treatment center dispensing facility means a facility that is owned or operated by, or affiliated with, a medical marijuana treatment center holding all necessary licenses and permits from which medical marijuana is delivered, purchased, possessed or dispensed for medical purposes.

Minor structure means and includes pile-supported, elevated dune and beach walkover structures, beach access ramps, walkways and stairways; viewing platforms; gazebos, boardwalks, slab patios, and other paved areas not exceeding 144 square feet in area; sand fences, privacy fences; and lifeguard support stands.

Municipally owned or operated refers to the municipality of the Town of Juno Beach.

Native vegetation means plant species that are indigenous to the State of Florida prior to European contact and well adapted to the coastal region of South Florida, i.e., salt-tolerant, adapted to nutrient-poor, alkaline, and sand or limestone-based soils. Invasive species and exotic species are not considered to be native species.

Neighborhood parks means areas typically less than five acres which serve neighborhood-type recreational needs.

Nonconforming lot means a lot which was of lawful area and dimension when platted but, due to the creation of or revisions to this chapter, no longer conforms to the current regulations of the district or zone in which it is situated.

Nonconforming structure means a structure which was lawfully existing when constructed but which, due to the creation of or revisions to this chapter, no longer conforms to the area regulations of the district or zone in which it is situated.

Nonconforming use means a use which was permitted when instituted but which, due to the creation of or revisions to this chapter, no longer conforms to the current regulations of the use district on which it is situated.

Occupant means a business or entity occupying a building or building space. Such business or entity shall be considered as one occupant, regardless of the number of business tax receipts held by any one business or entity.

Offices, medical and dental means outpatient establishments offering patients medical services, examinations and treatments by professionals trained in healing or health-related practices, including, but not limited to, medical doctors, dentists, chiropractors, osteopaths, podiatrists, optometrists, or any similar profession licensed by the state, as well as those technicians and assistants who are acting under the supervision and control of an on-site licensed health care practitioner. These uses shall not include establishments where patients are provided services or otherwise lodged overnight and are subject to the additional regulations set forth in article IV, division 15 of this chapter.

Offices, professional, means establishments providing executive, management or professional services to the public, including but not limited to the following: advertising services; business offices of private companies; business offices of utility companies; public or nonprofit agencies; trade associations; employment offices (excluding day labor and labor pool services), professional or consulting offices for accounting, architecture, computer technology, design, engineering, landscape architecture, law, urban planning and similar professions; property and financial management; real estate; telecommunication services; and travel agencies.

Open space means that area of a lot which is unencumbered by buildings, accessory structures, driveways, or automobile parking areas, except for garden walls and fences and recreational equipment as provided herein. Such space is to be generally maintained in a natural or cultivated living landscape.

Ornamental feature for fence/wall means a feature added to a fence or wall which enhances its design quality, consistent with the overall architectural design of the structure on which it is placed and the principal structures on the site. Such ornamental features shall include decorative columns or posts, varying forms, planters, and similar quality design features (excluding wall caps).

Outbuilding means a building located separately from other buildings in a development, but within the same legally described parcel, and in which there is only one occupant.

Outparcel means a separate legally described parcel within a commercial development and on which there is only one occupant.

Outpatient substance abuse treatment provider includes the following licensed facilities as specifically listed in F.S. § 397.311(18): (a) day or night treatment on an outpatient basis only; (b) detoxification services on an outpatient basis only; (c) medication-assisted treatment for opiate addition [addiction] on an outpatient basis only; and (d) outpatient treatment and intensive outpatient treatment.

Parapet means that portion of a wall which extends above the roofline.

Parking lot, public or private, means an open area or plot of land used for the storage or parking of motor vehicles to provide off-street parking, either for profit or gratis, for commercial or residential uses, other than single-family.

Parking required means those parking facilities determined as the minimum facilities necessary to comply with this chapter as set forth in the Schedule of Off-Street Parking Requirements in section 34-981(b)(5).

Perimeter lots (RV park) See section 34-566(c) for definition.

Perimeter wall/fence means a wall or fence delineating the outer boundary or fringe of a development site.

Person means and includes all natural persons, individuals, public or private corporations, firms, associations, joint ventures, partnerships, municipalities, governmental agencies, political subdivisions, public officers or any other entity whatsoever, or any combination of such, jointly or severally.

Pharmacy is an establishment primarily engaged in the retail sale of a variety of prescription and non-prescription drugs and medicines, prosthetic supplies, surgical instruments and supplies, and sale and/or rental of aids for invalids. This use is subject to the additional regulations set forth in article IV, division 15 of this chapter.

Pier means a structure extending into navigable water for use as a landing place, promenade or fishing.

Pioneer zone means the seaward side of the dune where grasses such as sea oats, vines such as railroad vine, and other low-lying plants are dominant.

Pool equipment machinery. See *Mechanical equipment*.

Principal entrance means the main access to a building through which the majority of patrons enter.

Proportion means the visual effect of relationship of one portion to another, or of a portion to the whole, or of one thing to another.

Proportional (tower). See *Tower, proportional*.

Rear building facade means the elevation of a building providing for restricted entry to employees and servicing only and/or which facade is different from the other facades and clearly represents the rear of the building.

Residence, adult extended care, means a dwelling unit for elderly adults who may require extended medical care, and/or personal attention. Such unit shall exist only in a comprehensive adult care facility which shall include on-site health care facilities. Such residence is not considered a dwelling unit.

Residential areas includes all areas in the town so zoned by this chapter. Furthermore, for the purpose of this chapter, a residential condominium shall be deemed a residential area regardless of the zoning district in which it is located.

Residential substance abuse treatment provider includes the following licensed providers or facilities as specifically listed in F.S. § 397.311(18), providing overnight services: (a) day or night treatment with community housing; (b) detoxification services; (c) medication-assisted treatment for opiate addition [addiction]; (d) outpatient treatment and intensive outpatient treatment; (e) additions [addictions] receiving facility; (f) intensive

inpatient treatment facility; and (g) residential treatment facility. Residential substance abuse treatment providers may also provide outpatient substance abuse treatment services.

Resort hotel means a transient lodging facility which primarily services the persons who elect to stay at the facility for the purpose of using on-site and directly adjacent facilities, and who use the Atlantic Ocean and its beach as sources of relaxation.

Restaurant means every building or part thereof and all accessory buildings used in connection therewith or any place or location kept, used, or maintained as, advertised as, or held out to the public as a place where meals or foodstuffs are prepared and/or served, either gratuitously or for profit, to the general public.

Retail center means any shopping center, shopping plaza, or commercial freestanding building which contains two or more individual retail businesses.

Right-of-way means an area or strip of land either public or private, on which an irrevocable right of passage has been recorded, (whether by deed, dedication or easement).

Sand preservation zone means an area of jurisdiction from the mean high water line of the Atlantic Ocean to a line 600 feet landward, for the purpose of maintaining the volume of beach sand within the beach/dune system.

Satellite dish antenna means a device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone, horn, or cornucopia. Such device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations or TVROs (television reception only satellite dish antennas). A satellite dish antenna is considered to be a structure as defined by the building code.

Scale means the proportions of a building in relation to its surroundings, particular other buildings in the surrounding context.

School, academic, means a use comprised of a structure, or portion thereof, designed or used for instructing one or more persons, either children or adults, in either general or specialized education and including accessory uses such as administrative offices, physical education facilities and group housing facilities for student or staff; provided, however, that instruction received by children or adults in their place of residence shall not constitute a school.

School, professional or studio-type, means a use comprised of a structure, or portion thereof, designed and used for the business of instructing one or more persons, either children or adults, in a specialized subject or subjects such as voice, language, dancing or modeling.

Secondary use means a subordinate and dependent use to the principal building use, i.e., automated bank teller machines (ATMs), book depositories, etc. The term "secondary use" is also known as "accessory use."

Shrubs means woody perennial plants of low stature characterized by persistent stems and branches springing from the base.

Sidewalk cafe means any group of tables and chairs, and its authorized decorative and accessory devices, situated and maintained upon the sidewalk for use and consumption of food and beverages sold to the public from or in an adjoining indoor restaurant.

Sign means any lettering, number, pictures, illustrations, trademarks, logograms, posters, characters, illumination, decoration, or other device visible from a public or private roadway and/or sidewalk which is used to announce, direct attention to, identify, advertise or otherwise make anything known shall be classified as a sign regardless of whether it is freestanding or attached or painted to or on or in a building, structure, display board, screen surface or wall, or is projected thereon by artificial lighting.

Sign area means the entire area within a single continuous perimeter which encloses the extreme limits of the advertising message, announcement, display, logo, picture or any figure of a similar nature, together with any

frame, background area of a sign, structural trim, or other material, color, or condition which forms an integral part of the display, excluding the necessary supports, bases or uprights on which such sign is placed; provided that such supporting structures shall not exceed the maximum allowable sign area and shall carry only street numbers. When a sign has two faces which are back to back with one another, only one face shall be counted toward the sign area.

Sign, artisan, means temporary signs advertising the work of tradesmen, mechanics, painters, and other artisans during the period such persons are performing work on the premises.

Sign, awning, means a shelter projecting from the exterior wall of a building and constructed of flexible materials except for the supporting framework.

Sign, banner, means a temporary sign possessing characters, letters, illustrations, ornamentations, or designed so as to attract attention by a scenic effect, excluding pennants, balloons, and flags with or without lettering or characters, streamers, wind-driven whirligigs, propellers or other devices, either with or without a frame. A banner sign shall be made of durable material, such as but not limited to plastic or vinyl, and have professional lettering/characters/design. The paint on said banner shall be weatherproof.

Sign base means the supporting structure of a sign. See *Sign structure*.

Sign, building identification wall, means a sign located on a principal building and such principal building wall, identifying the name of the building or main anchor or tenant therein.

Sign, cabinet, means a box-type sign where illumination is internally within the box/cabinet structure.

Sign, changeable copy, means lettering which is removable and not permanently affixed to a sign area.

Sign, construction, means a temporary sign on a building site advertising the builder, contractor, developer, architect, and engineer involved in the construction of the premises.

Sign copy means any words, letters, numbers, figures, designs or other symbolic representation incorporated into a sign.

Sign, development, means a temporary sign advertising an approved project, for a future occupant and/or the sale, leasing, or rental of the premises upon which it is placed or erected.

Sign, directional, means an on-premises sign designed to guide or direct pedestrians or vehicular traffic. Such sign may contain the name or logo of a building or development and/or directional words such as entrance, exit, etc. A directional sign is also known as an aid-to-traffic sign.

Sign display means the displaying of something, such as but not limited to goods and merchandise, decorations, etc.

Sign, emitting, means a sign which emits sound, odor, or visible matter, such as smoke or steam.

Sign, externally lit, means a sign that is externally lit with an artificial source of light.

Sign face means that portion of a sign which is the viewable sign area.

Sign, freestanding, means a sign which is permanently affixed in or upon the ground and is not attached nor a part of a building.

~~*Sign, freestanding identification,* means a sign which is freestanding within a setback along a street frontage and which identifies a building or development.~~

Sign, freestanding monument~~. See *Sign, monument*.~~ means a low-profile freestanding sign with a solid base on the ground, where the base does not exceed the height dimension of the sign area, or a low-profile freestanding sign with side support structures and no more than two feet air space from the ground to the bottom edge of the sign. Such base or support structures shall incorporate design and building materials that complement the

architectural theme of the building on the premises and identify a building or development. (relocate sign, monument definition here)

Sign, front entrance wall, means a sign placed on a front entrance wall feature such as a wall aligning both sides of an entrance way (as regulated by sections 34-905 and 34-906), an archway structure extending over an entranceway, columns aligning an entrance way, or other similar entrance feature consistent with the architectural design of the principal structure.

Sign, generic business names, means words that describe the type of service or product provided, i.e., dentist, doctor, lawyer, shops, eateries, etc.

Sign grade means the ground level directly below a sign or immediately adjacent to its base or support. Where the ground level has been artificially raised for landscaping or other purposes, grade shall be measured from the level of the nearest curb of a public street, or the crown of such street if no curb exists.

Sign height means the vertical distance from the crown of the road to the top of the sign area for signs along the street frontage, and the vertical distance from grade to the top of the sign area, including any structural element for internal signs on the site. Architectural features may extend proportionally (see article IV, division 6 of this chapter) above this height limitation.

Sign, holiday decorations, means a display, including lighting and ornamentation, which is a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

Sign, illuminated, means a sign having an artificial source of light to make the sign's message readable, including internally and externally lit signs. (See article IV, division 6 of this chapter for permitted and prohibited forms of illumination.)

Sign, internally lit, means a sign that is internally lit with an artificial source of light whereby no glare or off-site saturation of light occurs. Internally lit individual letter signs include those signs which separately illuminate each letter of the sign, as opposed to illuminating more than one letter or word/logo from the same cabinet, continuous backlight or spotlight.

Sign, landscape/topiary, means a sign created/constructed from live plant materials (see section 34-1053(14)c).

Sign length (horizontal length) means the horizontal dimension of a sign.

Sign, logo, means a trademark or business name or symbol identifying a business or service which may be all or part of a sign.

~~*Sign, monument,* means a low-profile freestanding sign with a solid base on the ground, where the base does not exceed the height dimension of the sign area, or a low-profile freestanding sign with side support structures and no more than two feet air space from the ground to the bottom edge of the sign. Such base or support structures shall incorporate design and building materials that complement the architectural theme of the building on the premises.~~

Sign, neon, means a sign with tubing that is internally illuminated by neon or other electrically charged gas.

Sign, off-premises, means a sign used to advertise a business conducted, services available or rendered, or goods produced, which are not located on the site where the sign has been erected and/or displayed.

Sign, official, means a sign placed or erected by a governmental agency as a regulatory, aid-to-traffic or informational sign, in connection with control of vehicular or pedestrian traffic over a bridge, roadway, pathway or sidewalk or for other public purposes.

Sign, on-premises, means a sign used to advertise the business conducted, services available or rendered, or the goods produced, on the site where the sign has been lawfully erected.

Sign, ornamental, means a colorful fabric or vinyl banner-like ornament attached to a light pole, lamppost, column, building, etc., with brackets at the top and bottom of the ornament to maintain a fixed position. Such brackets must allow the ornament to flex with gusts of wind while maintaining a tightly stretched appearance.

Sign, painted, means a sign which is painted directly onto a building or structure.

Sign, permanent special event, means a freestanding monument sign which advertises no more than four special events at one time, for a retail building or center which is greater than 15,000 square feet in total floor area.

Sign, pole, means a sign which is elevated from the ground and not part of a planter and not supported by or attached to any building or structure. (added definition after discussion with staff)

Sign, portable, means a sign which is capable of being carried or readily moved from one location to another and which is not permanent in nature. Such signs include, but are not limited to, A-frame signs, sandwich board signs, signs on wheels, or signs which lean onto a stationary object, building or structure.

Sign, roof, means a sign erected above the eave line or parapet wall, whichever is higher.

Sign, sale or rental, means temporary signs advertising the sale or rental of the premises upon which they are displayed or erected by the owner or broker or any other person interested in the sale or rental of said premises.

Sign setback means the minimum distance required for any edge of any sign to be located from the property line.

Sign structure means any edifice or framework which supports or is capable of supporting a sign.

Sign, temporary, means a sign which is intended to advertise community or civic projects, construction projects, real estate for sale or lease, or special events, or being displayed for a limited period of time.

Sign, walkway directional, means a flat sign hung from or attached to a walkway ceiling or structure at the beginning and end of each walkway corridor which identifies the occupants or types of occupants within that corridor.

Sign, walkway occupant identification, means a flat sign hung from or attached to a walkway ceiling or structure in front of the principal entrance to an occupant's space.

Sign, wall, means a single-faced sign attached to and parallel to the building facade. Such sign may include a wall sign, cabinet sign, awning sign, or canopy sign.

Sign, window, means any sign which is attached or painted, either permanently or temporarily, on the interior or exterior of a window or which is placed within 12 inches of the face of such window and is intended to be viewed from the outside.

Signs, identical, means two or more signs which are exactly alike, meaning same size and dimensions in sign area; same message configuration, design, and color; and same position and location on different elevations.

Signs, incidental, means signs for secondary uses which are located outside of the building, i.e., automated bank teller machines (ATMs), book depositories, etc.

Spa. See *Hot tub/whirlpool.*

Special event, on-site means promotional events for commercial businesses, institutional, residential and governmental uses, and charitable groups which may include grand openings, special holiday sales and events, sidewalk sales, charity drives, and other similar events open to members of the public or non-residents, as applicable. Special sales on merchandise or services, other than those identified herein, do not represent a special event. Individual residential yard or garage sales are not considered on-site special events for the purposes of this definition.

Special event, off-site means any meeting, activity, gathering, or group of persons, animals, or vehicles, or a combination thereof, having a common purpose, design, or goal (excluding any such event conducted for the primary purpose of First Amendment speech or assembly) which is intended to or does draw public attention, and will impact or substantially inhibit the usual flow of pedestrian or vehicular traffic upon any public or private facility, street, sidewalk, alley, park, public or private area or building and is not the type approved for, or customarily associated with, the property upon which the event is located. An off-site special event is not a typical business sale event or similar activity for commercial and/or office establishments.

Special exception means a use which may be allowed within a zoning district subject to the provisions of section 34-93.

Storage means an area or space used for the storage of goods, materials or personal property and not for habitable living space. Storage areas may be air conditioned.

Story means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it. In computing the height of a building, the height of a basement shall not be included if used for the purpose as provided in the definition of basement.

Street means a facility, either public or private, which affords the primary access to abutting property and is intended for general traffic circulation. A street includes the entire area between street lines (right-of-way line).

Street frontage means the width of a lot or parcel of land fronting upon a street.

Street line means the line between the street and abutting property. A street line is also referred to as a right-of-way line. (See section 34-896.)

Structural alterations means any change, except the repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders or the rearrangement of any interior partitions affecting more than five percent of the floor area of a building.

Structure means anything constructed, assembled or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.

Structure, principal, means a building or structure in which is conducted the main or principal use of the lot on which said building is situated.

Subdivision/simple lot split. A subdivision shall be defined as stated in the town's subdivision regulations, which serve as an extension of this chapter; in supplementation to said regulations, a simple lot split (de minimus development) shall be considered the division/reconfiguration of a parcel of land, whether improved or unimproved, into three or less contiguous lots or parcels of land, designated by reference to the number or symbol of the lot or parcel contained in the plat of such subdivision, for the purpose, whether immediate or future, of transfer of ownership. In addition, if not defined in article IV of this chapter, any subdivision or simple lot split shall conform and be required to follow specified procedures and processes as outlined in the town's subdivision regulations.

Swimming pools means any pool which is constructed, used or maintained to provide recreational facilities for swimming, bathing or wading and which is capable of containing water to a depth greater than 24 inches, and all accessory buildings, equipment, and appurtenances thereto.

Symbolic logo means symbol, graphic, or image that represents a brand, organization, or entity. (added definition after discussion with staff)

Temporary labor office means an office which provides on a fee basis the services of generally unskilled or semiskilled laborers on a daily or short-term basis. Temporary labor offices are prohibited in all zoning districts within the town as such uses are not deemed to be acceptable business or professional offices, which are permitted within certain zoning districts in the town.

Tenant. See *Occupant*.

Tip-outs means the sliding portion of the recreational vehicle (RV) which extends beyond the typical eight- to 8.5-foot RV width.

Total floor area. See *Floor area, total*.

Tower means an open air or enclosed structural feature which is an integral part of the principal structure, and whose floor area, from outside wall to outside wall, is limited in size. Such structural feature is intended to provide additional scenic view opportunities.

Tower, proportional, means the height of the eave of the tower structure, or roof deck, if applicable, shall be no higher than 1.5 times the height of the eave of the principal structure. The roof of the tower may extend above this limit. As an example, if the height of an eave for a two-story principal building is at 18 feet, then the height of the tower eave or roof deck shall be no higher than 27 feet (18 × 1.5 = 27) above the average existing grade or crown of the road, whichever is applicable. The roof of the tower may extend above this limit.

Transient residential facility means any building, or part thereof, in which the right of use or occupancy of any unit circulates among various occupants for specific periods of time less than a full year during any given year, but not necessarily for consecutive years, in accordance with a fixed time schedule on a periodically recurring basis extending for more than one year. Such accommodations may not include any meals except for breakfast, and the total number of sleeping rooms in any one transient residential facility, not including the owner or operators, shall not exceed 15. The determination that a building, or part thereof, is a transient residential facility shall be made without regard to the form of ownership of the property or units therein, and it shall be immaterial whether the right of use or occupancy is derived from a leasehold or fee interest. Transient residential facilities are permitted only in the commercial general (CG), medical commercial (MC) and residential transient and multiple-family moderate density (RMT) zoning districts.

Tree means a woody plant having a height of not less than 12 feet and a canopy spread of not less than six feet measured at three radius points from the trunk, and a clear trunk of not less than four feet at the time of planting.

Use means the purpose for which land or water or a structure thereon is designed, arranged, or intended to be occupied or utilized or for which it is occupied or maintained. The use of land or water in the various zoning districts is governed by this chapter.

Utility trailer means a trailer used to haul and carry anything other than a boat.

Variance means a relaxation of the terms of this chapter where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the land. As used in this chapter, a variance is authorized only for height, area, and size of structure or size of yards, parking requirements and other area requirements and open spaces. Establishment or expansion of a use or density otherwise prohibited or not permitted shall not be allowed by variance.

Vehicle means as defined by F.S. ch. 316.

Vehicle repair facility means a retail establishment where vehicle minor and/or vehicle major repairs are rendered.

Vehicle minor repair means installation of auto parts such as tires, batteries and similar items (e.g., brakes, mufflers, etc.) and provision of routine services such as tune-ups and lubrication, etc.

Vehicle major repair means body repair, painting, engine or transmission removal, valve and cylinder work, etc. Vehicle major repair facilities are prohibited in all zoning districts within the town as such uses are not deemed to be acceptable retail establishments, which are permitted within certain zoning districts in the town.

Viewing platform means a raised wooden deck area which may include railings, benches, and a roofed structure (e.g., tiki hut).

Vines means plants which normally require support to reach mature form.

Walkway means a surface adjacent to a building which is intended to be used by pedestrians.

Yard means a required open space, other than a court, unoccupied and unobstructed by any structure or portion of a structure except roof overhang, from 30 inches above the general ground level of the graded lot upward, except as otherwise provided herein; provided, however, that fences, walls, vegetation, poles, posts and other customary yard accessories, ornaments and furniture may be permitted in any yard subject to height limitations and requirements limiting obstruction of visibility. The term "court" means an uncovered open space enclosed on two or more sides by external walls of a building.

Yard, front, means a yard adjacent to a street and extending across the entire front of the lot to the face of the building wall closest to the front property line or the required front yard setback, whichever is greater. Through lots extending through blocks in such a way as to have frontage on two public or private streets shall provide front yards adjacent to each street. The depth of required front yards shall be measured perpendicular to a straight line joining the foremost points of the side lot lines. The foremost points of side lot lines, in the case of rounded property corners, as at street intersections, or irregular corners, shall be assumed to be the points at which lines would have met without rounding or irregularity.

Yard, rear, means a yard extending between required side yards at the rear of the lot. In the case of lots having more than one front yard, remaining yards shall be considered side yards. Depth of a required rear yard shall be measured so that the yard established is a strip of the minimum depth required with its inner edge parallel to the rear lot line.

Yard, side, means a yard extending from the rear line of a required front yard to the opposite property line, or in cases where more than one front yard is required, as on a through lot, to the rear line of the second front yard. In the case of corner lots, all yards adjacent to streets shall be considered front yards. Width of a required side yard shall be measured so that the yard established is a strip of the minimum depth required with its inner edge parallel to the side lot line.

(Ord. No. 207, §§ 2.00—2.185, 8-8-1979; Ord. No. 355, 3-15-1989; Ord. No. 374, 11-15-1989; Ord. No. 383, 2-21-1990; Ord. No. 389, 5-16-1990; Ord. No. 393, 5-16-1990; Ord. No. 421, 2-19-1992; Ord. No. 434, 12-16-1992; Ord. No. 450, 5-11-1994; Ord. No. 454, 11-16-1994; Ord. No. 469, 5-10-1995; Ord. No. 485, 9-4-1996; Ord. No. 487, 9-18-1996; Ord. No. 527, 11-15-2000; Ord. No. 538, 4-25-2001; Ord. No. 581, § 2(exh. A), 8-24-2005; Ord. No. 646, § 2, 4-13-2011; Ord. No. 668, § 2, 5-28-2014; Ord. No. 677, § 2, 11-18-2014; Ord. No. 689, § 2, 1-25-2017; Ord. No. 701, § 2, 10-25-2017; Ord. No. 705, § 2, 9-12-2018; Ord. No. 709, § 2, 2-27-2019; Ord. No. 711, § 2, 9-11-2019; Ord. No. 740, § 2, 4-28-2021; Ord. No. 763, § 2, 7-26-2023; Ord. No. 787, § 2, 7-24-2024)

An act relating to land use and development regulations; amending ss. 125.022 and 166.033, F.S.; requiring the amount of application fees associated with development permits or orders to reasonably relate to certain costs; requiring such fees to be published on the county's or municipality's fee schedule, respectively; prohibiting such fees from being based on certain costs or valuations; amending s. 163.31777, F.S.; requiring public schools interlocal agreements to address reasonable access to certain public easements and public rights-of-way; creating s. 163.31803, F.S.; providing legislative intent; defining the term "large destination resort"; requiring local governments to administratively approve applications for minor special exceptions or variances submitted by large destination resorts that meet certain requirements; defining the term "minor special exception or variance"; providing for the expiration of specified provisions; creating s. 163.31804, F.S.; prohibiting the conditioning of a local government permit or other approval for a facility that processes compost on a specified requirement; authorizing a local government to require certain landowners to supply certain turnouts;

prohibiting a local government from requiring the purchase of additional property for a specified purpose; prohibiting local governments from revoking existing permits for such facilities under certain circumstances; amending s. 163.3194, F.S.; requiring local government comprehensive plans and land development regulations to include factors for assessing the compatibility of certain residential uses; requiring land development regulations to incorporate measures for mitigating or minimizing potential incompatibility; requiring local government staff to meet certain requirements before recommending denial of certain applications on compatibility grounds; prohibiting a local government from denying certain applications on compatibility grounds if the applicant has proposed certain measures; providing an exception; requiring the denial of an application to specify with particularity certain information; authorizing a local government's approval of an application to include certain requirements or conditions; providing applicability; providing construction; amending s. 553.382, F.S.; prohibiting residential manufactured buildings from being denied a building permit for placement on certain lots; requiring that certain housing units continue to meet

certain requirements; requiring housing units located on a mobile home lot to be taxed in a specified manner and be subject to payments to a specified fund; creating s. 553.385, F.S.; defining the terms "local government" and "off-site constructed residential dwelling"; requiring off-site constructed residential dwellings to be permitted as of right in certain zoning districts; prohibiting local governments from adopting or enforcing regulations that treat off-site constructed residential dwellings in a specified manner; providing construction; providing requirements for compatibility and design standards; prohibiting a local government from regulating or restricting off-site constructed residential dwellings based on certain information; prohibiting a local government from adopting or enforcing certain ordinances, regulations, and policies; requiring local government regulations to be reasonable and uniformly enforced; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective January 1, 2027, subsection (9) of section 125.022, Florida Statutes, is renumbered as subsection (10), and a new subsection (9) is added to that section to read:

125.022 Development permits and orders.—

(9) The amount of any application fee associated with a development permit or development order must reasonably relate to the direct and reasonable indirect costs associated with the review, processing, and final disposition of the application and must be published on the county's fee schedule. The fee may not be based on a percentage of construction costs, site costs, or project valuation.

Section 2. Effective January 1, 2027, subsection (9) of section 166.033, Florida Statutes, is renumbered as subsection (10), and a new subsection (9) is added to that section to read:

166.033 Development permits and orders.—

(9) The amount of any application fee associated with a development permit or development order must reasonably relate to the direct and reasonable indirect costs associated with the review, processing, and final disposition of the application and must be published on the municipality's fee schedule. The fee may not be based on a percentage of construction costs, site costs, or project valuation.

Section 3. Effective January 1, 2027, paragraph (j) is added to subsection (2) of section 163.31777, Florida Statutes, to read:

163.31777 Public schools interlocal agreement.—

(2) At a minimum, the interlocal agreement must address the following issues:

(j) Reasonable access, where available, to public easements and public rights-of-way which may be necessary for the siting, construction, expansion, or improvement of public school facilities, including charter schools, consistent with adopted level-of-service standards, school concurrency requirements, and applicable public facilities planning requirements.

Section 4. Section 163.31803, Florida Statutes, is created to read:

163.31803 Large destination resorts.—

(1) It is the intent of the Legislature to promote and sustain national and international tourism to this state by encouraging the ongoing maintenance, renewal, renovation, and improvement of large destination resorts. The Legislature finds that a uniform, statewide approach is necessary to avoid inconsistent local regulation that impedes improvements and to ensure predictability and timeliness in the development and improvement of qualifying large destination resorts.

(2) As used in this section, the term:

(a) "Large destination resort" means a public lodging establishment as defined in s. 509.013 that is comprised of at least 5 contiguous acres owned and controlled by the same business entity, containing at least 500 guest rooms, and that has had an average occupancy rate of at least 70 percent in the past 3 years.

(b) "Minor" means a special exception or variance that applies to no more than 20 percent of the total area of the parcel.

(3) A local government must administratively approve, without further action by the local government or any quasi-judicial or administrative reviewing body, any application for a minor special exception or variance submitted by a large destination resort for the maintenance, modification, or refurbishment of an existing structure or site that is not a contributing structure which is listed in the National Register of Historic Places, provided such changes are consistent with the existing permitted or accessory uses in the land use category of the local government comprehensive plan or zoning district in which the structure or site is located at the time the large destination resort applies for a building permit or any other permit with respect to the changes.

(4) This section expires July 1, 2031.

Section 5. Section 163.31804, Florida Statutes, is created to read:

163.31804 Permits or other approval for facilities that process compost.—

(1) A local government permit or other approval for a facility that processes compost as defined in s. 576.011 may not be conditioned on a requirement to purchase additional property to expand the footprint of an existing privately owned road,

but, where possible, the landowner may be required to supply turnouts for emergency vehicles. The local government may not require that additional property be purchased in order to provide such turnouts.

(2) An existing permit for a facility that processes compost as defined in s. 576.011 may not be revoked by the local government if such activity is regulated through and in compliance with applicable implemented best management practices, interim measures, or regulations adopted as rules under chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program.

Section 6. Effective January 1, 2027, subsection (7) is added to section 163.3194, Florida Statutes, to read:

163.3194 Legal status of comprehensive plan.—

(7)(a) Local government comprehensive plans and land development regulations must include factors for assessing the compatibility of allowable residential uses within a residential zoning district and future land use category.

(b) Land development regulations must incorporate measures for mitigating or minimizing potential incompatibility.

(c)1. Before recommending denial of an application for rezoning, subdivision, or site plan approval on compatibility grounds, local government staff must identify with specificity each area of incompatibility and may recommend mitigation

measures to the applicant.

2. If the applicant has proposed mitigation measures, the local government may not deny an application on compatibility grounds unless the denial includes written findings stating that the proposed mitigation measures are inadequate and that feasible mitigation measures do not exist.

3. A denial of an application on compatibility grounds must specify with particularity the area or areas of incompatibility, including applicable standards and an explanation of any mitigation measures considered and declined by the applicant, or the basis for determining that feasible mitigation measures do not exist. References to "community character" or "neighborhood feel" are not sufficient, in and of themselves, to support a denial of an application on compatibility grounds.

4. A local government's approval of an application may include requirements or conditions to mitigate or minimize compatibility concerns.

(d) This subsection does not apply to any of the following:

1. Compatibility between uses in different future land use categories, including rural, agricultural, conservation, open space, mixed-use, industrial, or commercial use.

2. Applications for development within planned unit developments or master planned communities.

3. Applications for development within historic districts designated before January 1, 2026.

(e) This subsection does not require approval of an application that is otherwise inconsistent with the applicable local government comprehensive plan or land development regulations.

Section 7. Effective January 1, 2027, section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on any lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Any such housing unit must continue to meet all requirements associated with the permit allocation system of the Florida Keys Area of Critical State Concern designated pursuant to s. 380.0552. Each housing unit located on

a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 8. Effective January 1, 2027, section 553.385, Florida Statutes, is created to read:

553.385 Zoning of off-site constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Off-site constructed residential dwelling" means:

1. A manufactured building, as defined in s. 553.36, intended for single-family residential use; or

2. A manufactured home, as defined in s. 320.01(2)(b),

which is constructed, in whole or in part, off site and is treated as real property.

(2)(a) An off-site constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an off-site constructed residential dwelling differently or more restrictively than a single-family, site-built dwelling allowed in the same zoning district.

(c) This section does not prohibit a local government from

applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards, provided such standards are applied uniformly to all single-family dwellings in the same zoning district.

(d) Compatibility or design standards must be reasonable, may not have the effect of excluding off-site constructed residential dwellings, and, if adopted, must apply equally to single-family, site-built dwellings. Such standards are limited to:

1. Roof pitch.

2. Minimum square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and orientation.

(e) A local government may not regulate or restrict an off-site constructed residential dwelling based solely on:

1. The method of construction;

2. The location of construction; or

3. The presence of components constructed off site.

(3) A local government may not adopt or enforce any ordinance, regulation, or policy that conflicts with this section or s. 553.38, or that has the effect of excluding off-site constructed residential dwellings. Any such ordinance, regulation, or policy is void and unenforceable as applied to

off-site constructed residential dwellings.

(4) Local government regulations must be reasonable and uniformly enforced without distinction as to housing type.

Section 9. Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law.

AGENDA ITEM

Meeting Name: Town Council Regular Meeting

Meeting Date: June 24, 2026

Prepared By: Gemma Torcivia, Town Attorney

Item Title: Discussion - Juno Beach Public Beach Access, JB-7

REQUESTED ACTION:

Review information related to Juno Beach Public Beach Access, JB-7 and provide direction to Town Staff.

BACKGROUND:

On September 6, 1988, Bessemer Securities Corporation conveyed to the Town of Juno Beach, Florida (the "Town") via quit claim deed the southern ten feet of Lot 31of Juno Beach, as platted in Plat Book 42 at Page 49. Lot 31 is now known as The Colony Condominium ("The Colony"). The Town has utilized the strip of property deeded to the Town in 1988 to provide public access to the beach, which is now known as Juno Beach Public Beach Access, JB-7 ("JB-7").

The Town has maintained JB-7 as public beach access, providing a safe and secure route for members of the public to access the public beach located behind The Colony and other adjacent properties. The Town previously installed a chain link fence along both the northern and southern borders of JB-7, which was removed in several sections over a period of years, with all fencing being removed following consensus provided by the Town Council in July 2024. At the time, staff obtained quotes to put a fence in with a gate at the hedge opening on the south side of path, which would be approximately $41,300.00.

In recent months, residents at The Colony have reached out to the Town requesting the installation of fencing due to concerns over use of The Colony parking by the general public and damage to The Colony landscaping caused by members of the public cutting through to/from JB-7.

DISCUSSION:

While the conveyance of JB-7 to the Town was "subject to all covenants, restrictions, and easements of record," the Town Attorney and Town Staff have not located relevant covenants or restrictions that require the Town to install fencing for the benefit of The Colony. However, it is a valid expenditure of public funds to install fencing and/or landscaping on public property, as well as to provide funding for improvements on private property that have a benefit to the general public. Therefore, the following potential actions are recommended for consideration:

1. **No Action.** The Town is not legally required to install fencing at JB-7 and may permissibly take no action at this time.

2. **Install Fencing.** The Town may legally install fencing along the entirety or a portion of JB-7. In July 2024, the cost to install a fence in with a gate at the hedge opening on the south side of path, was estimate to be approximately $41,300.00. Town Staff will need to get updated bids to provide a more accurate cost estimate for installation and ongoing maintenance if the Town Council elects to move forward with exploring fence installation. Additionally, Town Staff have received requests for the installation of fencing, walls, and/or landscaping at other Juno Beach Public Beach Access locations. Installation of fencing at JB-7 may set a precedent for other locations.

3. **Landscaping.** The landscaped portions adjoining JB-7 are privately owned. However, the Town may seek permission to install landscaping such as bougainvillea along the path that would deter unauthorized access. Or, alternatively, provide funding for such landscaping improvements. The Town Attorney would need to draft agreements for either purpose that relieve the Town of liability, disclaim maintenance obligations, and make clear the one-time nature of the Town's intervention.

4. **Hybrid Approach.** The Town Council may consider a hybrid of any of the above-mentioned options.

RECOMMENDATION:

At this time, Staff recommends the Town Council review the information related to JB-07 Fence and Beach Access and provide direction to Town Staff

ATTACHMENTS:

- 1988 Quit Claim Deed
- June 2024 Agenda Item
- July 2024 Agenda Item
- The Colony Correspondence

Item #14.

Quit-Claim Deed
By Individual or Corporation

HERBCO Form 7

This Instrument prepared by:

Harold G. Maass, Esquire
321 Royal Poinciana Plaza, South
P.O. Box 431
Palm Beach, FL 33480

OCT-12-1988 09:50am 88-281967

ORB 5835 Pg 1944

Con 10.00 Doc .55
JOHN B DUNKLE,CLERK - PB COUNTY, FL

Quit-Claim Deed,

[Space Above This Line For Recording Data]

made this 6th day of September , 1988 ,

Between Bessemer Securities Corporation, a Delaware corporation authorized to transact business in Florida, successor by merger to Bessemer Properties, Incorporated, having an address at 3228 S.W. Martin Downs Blvd., Suite 5, Palm City, FL 33490, grantor,*

and Town of Juno Beach, a municipal corporation , grantee*,

whose post office address is 841 Ocean Drive, Juno Beach, FL 33408

Witnesseth: That the grantor, for and in consideration of the sum of $ Ten and 00/100 (10.00) and other good and valuable considerations, receipt whereof by grantor is hereby acknowledged, has remised, released and quit-claimed to grantee, and grantee's heirs, legal representatives, successors and assigns forever, all of the grantor's right, title and interest in and to the following described land, situate, lying and being in the County of Palm Beach , State of Florida, to-wit:

The South Ten (10) feet of Lot Thirty-One (31) of JUNO BEACH, a subdivision of lands in Palm Beach County, Florida, according to the plat thereof on file and of record in the office of the Clerk of the Circuit Court in and for said County, in Plat Book 22 at page 49.

SUBJECT, however, to taxes for the year 1988 and prior and subsequent years; to that certain Easement Grant dated August 7, 1959, recorded in the public records of Palm Beach County, Florida, in Official Record Book 388, page 512; and to all covenants, restrictions and easements of record.

NOT A CERTIFIED COPY

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BESSEMER SECURITIES CORPORATION

By: R. Daniel Saxe, Jr.
Its Senior Vice-President

(CORPORATE SEAL)

INDIVIDUAL ACKNOWLEDGMENT

State of Florida
County of

The foregoing instrument was acknowledged before me this day of , 19 , by

Notary Public
My Commission Expires

CORPORATE ACKNOWLEDGMENT

State of New York
County of New York

The foregoing instrument was acknowledged before me this 6th day of September , 1988 , by R. Daniel Saxe, Jr. , as Senior Vice-President of Bessemer Securities Corp. , a Delaware corporation, on behalf of the corporation.

Notary Public
MARILYN P. O'LEARY
Notary Public, State of New York
No. 41-4710035, Qualified in Queens County
Certificate filed in New York County
Commission Expires August 31, 1990

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B DUNKLE
CLERK CIRCUIT COURT

HERBCO LEGAL FORMS P.O. BOX 30423 PALM BEACH GARDENS, FL 33410 TEL. (305) 845-2115

1506

Meeting Date: June 26, 2024
Item Title: Replacement of Fence at North Border of JB 7 Beach Access
Prepared by: DD Halpern, Vice Mayor

DISCUSSION:

Several years ago, Town Staff removed the chain-link fence that ran parallel to the north side of the JB7 beach access path. The fence was removed due to being rusted.

Since then, The Colony Condominium has experienced an increase in trespassing vehicles entering their parking lot (which abuts the JB7 path). Trespassers are parking in The Colony's lot and cutting though The Colony's hedge to get to the JB7 path.

The Town's removal of the fence has inadvertently created a two-fold problem for The Colony:
1) Trespassers have found The Colony parking lot is a short-cut to the beach.
2) Damage to The Colony's hedge by trespassers cutting through to the JB7 path.

Owners at The Colony have asked if the Town can replace the fence.





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

MOTION: *Davis/Halpern made a motion to approve Resolution No. 2024-07 – Modified Donation Policy as amended.*

ACTION: *The motion passed unanimously.*

15. Police Foundation Donation Request

    MOTION: *Hosta/Davis made a motion to approve the Juno Beach Police Foundation's donation of optical sights and suppressors for all Juno Beach Police Department patrol rifles.*

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

16. Town Wide Sidewalk & Pavers

    MOTION: *Davis/Rosengarten made a motion to move this item to the next meeting agenda.*

    ACTION: *The motion passed unanimously.*

17. Resolution #2024-9 Approving 2023-2024 Budget Amendment

    MOTION: *Halpern/Rosengarten made a motion to approve Resolution No. 2024-07 – Amending the budget for fiscal year 2023-2024.*

    ACTION: *The motion passed unanimously.*

~~18. Town Council Goal Planning Report for FY 2024-2025~~

~~19. Strategic Visioning Plan~~

~~20. Discussion on Replacement of the Chain Link Fence at JB7~~

~~21. Discussion on Regulating the Volume and Massing of Single-Family Dwellings~~

COMMENTS FROM THE COUNCIL

Mayor Wheeler, Vice Mayor Halpern, Councilmember Rosengarten, and Councilmember Davis gave consensus to have staff proceed with the process of getting the bridge openings changes to on the hour.

Council gave consensus to proceed with the FRDAP grant application for replacing the Kagan Park equipment.

MOTION: *Rosengarten/Hosta made a motion to approve $3,000 from contingency for the FRDAP application.*

ACTION: *The motion passed unanimously.*

Mayor Wheeler, Vice Mayor Halpern, and Councilmember Davis gave consensus to have a discussion on a policy for funding additional training for Council members.

Vice Mayor Halpern, Vice Mayor Pro Tem Hosta, and Councilmember Rosengarten gave consensus to have a discussion on the amount of commercial vs. residential on developable and re-developable sites on a future agenda.

Council gave consensus to have one on one evaluation meetings with the Town Manager; and have a discussion on the zoning inspection process on a future agenda.

Vice Mayor Halpern, Councilmember Rosengarten and Councilmember Davis gave consensus to have a discussion on returning site plan review of single-family residences to the Planning & Zoning Board on a future agenda.

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: July 24, 2024

Prepared By: D. Dyess

Item Title: Discussion on Replacement of the Chain Link Fence at JB7

Discussion item requested by Vice Mayor Halpern

DISCUSSION:

At the May 22nd meeting, a discussion received consensus to be added to the agenda about putting a fence along the north and south side of the JB7 beach access. Over the years staff has repaired and replaced fence sections due to corrosion and eventually removed most of the fence all together. A remaining section is now corroded to a safety hazard point and staff was planning on removing it when this discussion was brought up.

Current fence at JB7:



Staff obtained quotes to put a fence in with a gate at hedge opening on south side of path which would be approximately $41,300

The path is currently lined with landscaping down both sides.

RECOMMENDATION:

Discuss and give staff direction

7. Strategic Visioning Plan

MOTION: *Davis made a motion to approve James Karas strategic plan at the cost quoted but to have it modeled after Jupiter with at least seven (7) key strategic initiatives with a new vision, mission statement, and employee key performance indicators with their annual review tied to accomplishing action plans that are put in place to achieve the key strategic initiatives.*

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

MOTION: *Davis/Rosengarten made a motion to approve $18,635 from contingency for strategic planning.*

ACTION: *The motion passed unanimously.*

Council gave unanimous consensus to start with one-on-one meetings with Mr. Karas.

8. Discussion on Replacement of the Chain Link Fence at JB7

Council gave unanimous consensus to remove the chain link fence along the southside of JB7.

9. Discussion on Regulating the Volume and Massing of Single-Family Dwellings

MOTION: *Davis/Rosengarten made a motion to direct staff to benchmark the regulations of other communities for mass, size, and scale; height; building area regulations; wall treatments; second floor area; and off-street parking for single-family homes with particular attention to the existing regulations of the Village of North Palm Beach, the City of Lake Worth Beach, and the Town of Palm Beach.*

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

No consensus to move forward with any of the elements discussed separately (architectural features, blank walls, etc.).

9A. Approval of Town Council Goal Planning Report for FY 2024-2025

Council gave unanimous consensus to have a discussion on creating an additional Code Enforcement Officer position for the next meeting.

MOTION: *Davis/Wheeler made a motion to approve the Town Council Goal Planning Report for FY 2024-2025.*

ACTION: *The motion passed unanimously.*

10. FY 2024-2025 Proposed Ad Valorem Millage Tax Rate and Public Hearing Date

MOTION: *Wheeler/Hosta Made a motion to approve the proposed Millage Rate of 1.8195 and to set the first public hearing date for September 11, 2024, at 5:30PM.*

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

Item #14.

Gmail

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

Fwd: The Colony/Juno Beach

1 message

DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> Fri, May 8, 2026 at 10:55 AM
To: Kathleen Gunn <kgunn@juno-beach.fl.us>, Frank Davila <fdavila@juno-beach.fl.us>, Caitlin Copeland <ccopeland@juno-beach.fl.us>

Hello Team,

I'm forwarding you this email from resident Joan Manos regarding a problem that the Colony Condo (80 Celestial Way) is experiencing due to the Town of Juno Beach removing a chainlink fence from the southern boundary of their property.

At the July 24, 2024, Council meeting we discussed the condition of the fence and voted to remove it. (Agenda linked in the below email response to Joan Manos.)

Unfortunately, the removal of the fence resulted in a tresspassing issue at the Colony Condo with people now parking int their parking lot and cutting through the shrubs to access the beach walkway (the fence had prevented cutting through the shrubs).

Ms. Manos is asking the Town to replace the fence and remedy the trespassing problem.

She has provided attached documentation here and in another email I'll forward you.

Please let me know how to best move this forward for resolution of their problem. I'd be happy to get consensus to put this on the Council agenda.... OR Staff can bring it back to Council, because that's how the fence was removed - as a result of Staff's agenda item.

Thank you,
DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach
561-972-1644

---------- Forwarded message ---------
From: **JOAN MANOS** <beintruth@comcast.net>
Date: Wed, Apr 29, 2026 at 12:19 PM
Subject: Re: The Colony/Juno Beach
To: DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us>
Cc: SUE REGO <suerego@yahoo.com>, Christe Andrew <andrew.christe@protonmail.com>, Ann Ridenhouer <abssride@aol.com>

1511

Hello DD,

The only other photo we could find is the one attached, which shows the newly installed green cyclone fence.
The concrete walk and fence were built **to keep the public on the pathway and to insure that the adjacent Colony property did not become a public parking lot or trespassed upon.** Given the property was deeded to the town, one would think that the town would be happy to support keeping the public on the walkway and not on the private property of an association that deeded the 10 feet of land to
the town for public use.

We will await your findings after speaking with the town staff and town attorney if it is something we should address directly to the Council first and or placing it on a Council agenda, whichever is the best
Place to start.

Thank you for your support and the staff in this endeavor, it is sincerely appreciated.

Joan Manos (for the Board)

On Apr 23, 2026, at 2:06 PM, DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> wrote:

Hello Joan and Board Members,

I'm sorry to hear that The Colony continues to experience trespassers using your private parking lot and cutting through the hedge to access the JB7 beach path.

I looked back at the Town Council meeting documents and meeting minutes from Wednesday, July 24, 2024. Here is a link to that agenda. The fence discussion was item 8: https://meetings.municode.com/adaHtmlDocument/index?cc=JNOBEACHFL&me=ce31462dd1f2476386fc354421fa288d&ip=True

There were two memos - attached - for this agenda item: the Town Manager's memo and the memo I wrote after witnessing the conflict in your parking lot where trespassers in a vehicle refused to leave the lot as they were about to cut through the hedge to get to the beach.

At that July Council meeting, Town Staff noted that the fence was badly rusted and Council gave consensus to remove it.

It's helpful that you provide a copy of the deed here, as to my knowledge we did not have the deed as part of our 2024 discussion.

I will ask our Town Staff and Town attorney if this is something they would address with you/your Board directly or if it should come to the Council first. I'd be happy to put this on a future Council agenda if Staff thinks that's the best place to start.

I'll look into it and get back to you as soon as I can.

If you have any maps or other documents that go along with the deed, please send them.

Kind regards,
DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach
561-972-1644

On Wed, Apr 22, 2026 at 4:32 PM JOAN MANOS <beintruth@comcast.net> wrote:

> Hello DD,
>
> We, the Colony, would like to continue our appeal to the townJuno Beach to re- install the fence that was removed at the Public Walkway adjacent our property. Can you please let me know how best to move forward with this endeavor.
>
> I know you have witnessed the trespassing that has occurred, which is the reason I decided to appeal to you.
>
> Since the fence has been removed, it has created an unsafe environment for Colony residents, damage to the hedge when trespassers park and haul fishing gear, wagons, surfboard, and coolers through the bushes with no regard to the private party they are damaging. When trespassers are politely asked to leave they become angry, aggressive, confrontational and still refuse to leave the private property.
>
> We are a bit perplexed that the town would not have consulted with the Colony when they were thinking of removing the fence. One day it was here and the next day gone. We had no idea that was going to happen.
>
> A bit of history on that public walkway:
>
> The Colony developers gave ten feet of our original plate to the town of Juno Beach for a public beach access path. When the town sought to upgrade the dirt path to concrete and install a chainlink fence on both the north and south sides of the walkway from the beach to Celestial, they found they did not have a clear title. They approached the Colony BOD who directed them to Bessemer Securities, successor to Bessemer Trust. Bessemer gave them a Quit Claim Deed for the ten feet and the project started in the fall of 1988.
> (Attached is a copy of the Quit Claim Deed)
>
> The walkway has become an attractive nuisance to the Colony since the town removed the fence in 2023. Trespassers park in our assigned colony parking spaces and walk through and damage / destroy our hedge originally planted to hide the fence.
>
> These trespassers destroy and damage our hedge and property, refuse to remove their parked vehicles from assigned parking spaces all because the town has created an attractive nuisance for them to use by removing the north fence along the public walkway. We did not have these problems prior to the fence being removed.

We feel the town should replace the north fence along the walkway to insure a proper, safe and secure barrier between the pubic walkway and the Colony, along the south side of its property line.

Please let me know the best channels to navigate with the town of Juno Beach in the endeavor to have the fence restored.

Thank you,

Joan Manos. (For the Board)

3 attachments



Screenshot 2026-04-24 at 7.54.19 AM.png
817K

Memo - Chain Link Fence at JB7_July 24_2024.pdf
125K

Memo 2 - Chian Link Fence at JB7.pdf
640K

Item #14.

Gmail

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

Fwd: The Colony/Juno Beach - Email 2 of 2

1 message

DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> Mon, May 18, 2026 at 11:01 PM
To: Kathleen Gunn <kgunn@juno-beach.fl.us>, Caitlin Copeland <ccopeland@juno-beach.fl.us>

Please share this email from Ms. Manos with the Town Council, including the attached image she sent.

You can decide if you want to include my email question to her and the original agenda item and memo where this was discussed.

Thank you,
DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach
561-972-1644

---------- Forwarded message ---------
From: **JOAN MANOS** <beintruth@comcast.net>
Date: Wed, Apr 29, 2026 at 12:19 PM
Subject: Re: The Colony/Juno Beach
To: DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us>
Cc: SUE REGO <suerego@yahoo.com>, Christe Andrew <andrew.christe@protonmail.com>, Ann Ridenhouer <abssride@aol.com>

Hello DD,

The only other photo we could find is the one attached, which shows the newly installed green cyclone fence.
The concrete walk and fence were built **to keep the public on the pathway and to insure that the adjacent Colony property did not become a public parking lot or trespassed upon.** Given the property was deeded to the town, one would think that the town would be happy to support keeping the public on the walkway and not on the private property of an association that deeded the 10 feet of land to
the town for public use.

We will await your findings after speaking with the town staff and town attorney if it is something we should address directly to the Council first and or placing it on a Council agenda, whichever is the best
Place to start.

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1515

Joan Manos (for the Board)

On Apr 23, 2026, at 2:06 PM, DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> wrote:

Hello Joan and Board Members,

I'm sorry to hear that The Colony continues to experience trespassers using your private parking lot and cutting through the hedge to access the JB7 beach path.

I looked back at the Town Council meeting documents and meeting minutes from Wednesday, July 24, 2024. Here is a link to that agenda. The fence discussion was item 8: https://meetings.municode.com/adaHtmlDocument/index?cc=JNOBEACHFL&me=ce31462dd1f2476386fc354421fa288d&ip=True

There were two memos - attached - for this agenda item: the Town Manager's memo and the memo I wrote after witnessing the conflict in your parking lot where trespassers in a vehicle refused to leave the lot as they were about to cut through the hedge to get to the beach.

At that July Council meeting, Town Staff noted that the fence was badly rusted and Council gave consensus to remove it.

It's helpful that you provide a copy of the deed here, as to my knowledge we did not have the deed as part of our 2024 discussion.

I will ask our Town Staff and Town attorney if this is something they would address with you/your Board directly or if it should come to the Council first. I'd be happy to put this on a future Council agenda if Staff thinks that's the best place to start.

I'll look into it and get back to you as soon as I can.

If you have any maps or other documents that go along with the deed, please send them.

Kind regards,

DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach
561-972-1644

On Wed, Apr 22, 2026 at 4:32 PM JOAN MANOS <beintruth@comcast.net> wrote:

Hello DD,

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I know you have witnessed the trespassing that has occurred, which is the reason I decided to appeal to you.

Since the fence has been removed, it has created an unsafe environment for Colony residents, damage to the hedge when trespassers park and haul fishing gear, wagons, surfboard, and coolers through the bushes with no regard to the private party they are damaging. When trespassers are politely asked to leave they become angry, aggressive, confrontational and still refuse to leave the private property.

We are a bit perplexed that the town would not have consulted with the Colony when they were thinking of removing the fence. One day it was here and the next day gone. We had no idea that was going to happen.

A bit of history on that public walkway:

The Colony developers gave ten feet of our original plate to the town of Juno Beach for a public beach access path. When the town sought to upgrade the dirt path to concrete and install a chainlink fence on both the north and south sides of the walkway from the beach to Celestial, they found they did not have a clear title. They approached the Colony BOD who directed them to Bessemer Securities, successor to Bessemer Trust. Bessemer gave them a Quit Claim Deed for the ten feet and the project started in the fall of 1988.
(Attached is a copy of the Quit Claim Deed)

The walkway has become an attractive nuisance to the Colony since the town removed the fence in 2023. Trespassers park in our assigned colony parking spaces and walk through and damage / destroy our hedge originally planted to hide the fence.

These trespassers destroy and damage our hedge and property, refuse to remove their parked vehicles from assigned parking spaces all because the town has created an attractive nuisance for them to use by removing the north fence along the public walkway. We did not have these problems prior to the fence being removed.

We feel the town should replace the north fence along the walkway to insure a proper, safe and secure barrier between the pubic walkway and the Colony, along the south side of its property line.

Please let me know the best channels to navigate with the town of Juno Beach in the endeavor to have the fence restored.

Thank you,

Joan Manos. (For the Board)

3 attachments

Item #14.



Screenshot 2026-04-24 at 7.54.19 AM.png
817K

Memo - Chain Link Fence at JB7_July 24_2024.pdf
125K

Memo 2 - Chian Link Fence at JB7.pdf
640K

1518

Item #14.

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

Fwd: The Colony/Juno Beach

Caitlin Copeland <ccopeland@juno-beach.fl.us> Thu, Jun 11, 2026 at 4:00 PM
Draft

---------- Forwarded message ---------
From: **Kathleen Gunn** <kgunn@juno-beach.fl.us>
Date: Tue, Jun 9, 2026 at 9:44 AM
Subject: Re: The Colony/Juno Beach
To: DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us>
Cc: Caitlin Copeland <ccopeland@juno-beach.fl.us>, Gemma Torcivia <gtorcivia@tgjustice.com>, Zackery Good <zgood@tgjustice.com>, Johann Lopez <jlopez@juno-beach.fl.us>, Andrea Dobbins <adobbins@juno-beach.fl.us>

Good morning, Vice Mayor Pro Tem,

I have not spoken with Joan and the Colony Board; however, the item is on the agenda for discussion on June 24.

Thank you,
Kathleen

On Wed, Jun 3, 2026 at 10:24 AM DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> wrote:

> Hello Joan,
>
> Thank you for sharing this, and I'm sorry to see that the trespassing problem remains.
>
> Kathleen/Frank - Have you talked to Joan and the Colony Board about this issue?
> Will it indeed be a discussion item on Council's June 24 meeting agenda?
> Please reply all -
>
> Thank you,
> **DD Halpern**
> **Vice Mayor Pro Tem**
> **Town of Juno Beach**
> **561-972-1644**

On Wed, Jun 3, 2026 at 7:16 AM JOAN MANOS <beintruth@comcast.net> wrote:

> Good evening DD,
>
> We returned to Juno Beach today from NJ and were so disheartened to find a trespasser parking at The Colony to go to the beach. We informed him it is private property and he reluctantly left.
> Then we found a huge breach in the hedges, not sure who would have pulled out the hedges? Sometimes fisherman run their wagons through the hedge maybe they decided to make a wider opening or the wagon just did them in.
> (Pictures below)

1519







When the land for the public walkway was deeded to the town, one would have hoped the town would always protect the Colony and its residents from harassments and from damages to our property from trespassers utilizing the walkway.

These problems only started to occur after the town removed the fence. And sadly, the town did not have any communications with the Colony prior to its removal. Maybe those in charge didn't realize it was the Colony and its developers that deeded the land for the walkway to Juno Beach, and maybe had they known things would have worked out differently?

You will notice the hedge on the south side of the public walkway, do not have the same problem as the north side, due to the fact that there is no parking lot adjacent to that side of the walkway. When the fence was removed the town made it quite inviting and an attractive nuisance and along with a safety issue for our Juno Beach Florida residents. I might add that some of the public that utilize that walkway may not even be residents of Juno Beach as we are at The Colony.

When the decision was made to deed the land to Juno Beach, I imagine they didn't realize what a hardship it would be to The colony residents and its property

The concrete walk and fence was installed to keep the public on the pathway and to insure that the adjacent Colony property did not become a public parking lot. Now we have arrogant and

aggressive and confrontational trespassers that defy our requests to leave the property. Witho fence Juno Beach has put our residents in harms way.

As residents of Juno Beach we are asking the town of Juno Beach to replace the fence on the south side of the public walkway, so we can feel safe against trespassers and our property can be respected as it was when the fence was present.

Thank you for your time and consideration assisting The Colony Juno Beach Residents,

Joan Manos. (For the Colony Board)

> On May 27, 2026, at 12:15 PM, DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> wrote:
>
> Hello Joan and Board,
>
> Thank you for following up.
>
> At our May 20 Council meeting I asked that a discussion of replacing the JB7 fence be on our June 24 meeting agenda.
>
> My understanding is that our Town Attorney and Staff will be reviewing the information from our prior agenda item and the deed and information you provided.
>
> I'm copying our Interim Town Manager Kathleen Gunn and our Planning & Zoning Director Frank Davila, so they can provide you with more detailed information on whether the topic will indeed be on the June agenda.
>
> Kind regards,
> **DD Halpern**
> **Vice Mayor Pro Tem**
> **Town of Juno Beach**
> **561-972-1644**

> On Tue, May 26, 2026 at 11:38 AM JOAN MANOS <beintruth@comcast.net> wrote:
> Hi DD,
>
> Any update of sharing with Frank Davila and Kathleen Gunn?
>
> Thank you,
>
> Joan
>
> > On May 1, 2026, at 1:32 PM, DD Halpern, Juno Beach Town Council <dhalpern@juno-beach.fl.us> wrote:
> >
> > Thank you for the additional information.
> > I will share this with Frank Davila, our Planning & Zoning Director.

He will be back in the office next week.
We have an Interim Town Manager (Kathleen Gunn) starting next week and I will share this with her as well.

Regards,
DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach
561-972-1644

On Wed, Apr 29, 2026 at 12:19 PM JOAN MANOS <beintruth@comcast.net> wrote:

> Hello DD,
>
> The only other photo we could find is the one attached, which shows the newly installed green cyclone fence.
> The concrete walk and fence were built **to keep the public on the pathway and to insure that the adjacent Colony property did not become a public parking lot or trespassed upon.** Given the property was deeded to the town, one would think that the town would be happy to support keeping the public on the walkway and not on the private property of an association that deeded the 10 feet of land to
> the town for public use.
>
> We will await your findings after speaking with the town staff and town attorney if it is something we should address directly to the Council first and or placing it on a Council agenda, whichever is the best
> Place to start.
>
> Thank you for your support and the staff in this endeavor, it is sincerely appreciated.
>
> Joan Manos (for the Board)

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It's helpful that you provide a copy of the deed here, as to my knowledge we did not have the deed as part of our 2024 discussion.

I will ask our Town Staff and Town attorney if this is something they would address with you/your Board directly or if it should come to the Council first.
I'd be happy to put this on a future Council agenda if Staff thinks that's the best place to start.

I'll look into it and get back to you as soon as I can.

If you have any maps or other documents that go along with the deed, please send them.

Kind regards,
DD Halpern
Vice Mayor Pro Tem
Town of Juno Beach

561-972-1644

On Wed, Apr 22, 2026 at 4:32 PM JOAN MANOS <beintruth@comcast.net> wrote:

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We are a bit perplexed that the town would not have consulted with the Colony when they were thinking of removing the fence. One day it was here and the next day gone. We had no idea that was going to happen.

A bit of history on that public walkway:

The Colony developers gave ten feet of our original plate to the town of Juno Beach for a public beach access path. When the town sought to upgrade the dirt path to concrete and install a chainlink fence on both the north and south sides of the walkway from the beach to Celestial, they found they did not have a clear title. They approached the Colony BOD who directed them to Bessemer Securities, successor to Bessemer Trust. Bessemer gave them a Quit Claim Deed for the ten feet and the project started in the fall of 1988.
(Attached is a copy of the Quit Claim Deed)

The walkway has become an attractive nuisance to the Colony since the town removed the fence in 2023. Trespassers park in our assigned colony parking spaces and walk through and damage / destroy our hedge originally planted to hide the fence.

These trespassers destroy and damage our hedge and property, refuse to remove their parked vehicles from assigned parking spaces all because the town has created an attractive nuisance for them to use by removing the north fence along the public walkway. We did not have these problems prior to the fence being removed.

We feel the town should replace the north fence along the walkway to insure a proper, safe and secure barrier between the pubic walkway and the Colony, along the south side of its property line.

Please let me know the best channels to navigate with the town of Juno Beach in the endeavor to have the fence restored.

Thank you,

Joan Manos. (For the Board)

Item #14.

Gmail

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

Juno Beach Walkway

1 message

'David Walker' via Council <town_council@juno-beach.fl.us> Sat, Jun 13, 2026 at 10:57 AM
Reply-To: David Walker <dvdwalker@comcast.net>
To: town_council@juno-beach.fl.us
Cc: beintruth@comcast.net

Dear Mayor and Members of the Juno Beach Town Council,

I am writing as a resident of The Colony, located directly adjacent to Public Walkway #7, to urge the Town to immediately replace the north chainlink fence that was removed in 2023 without notice to The Colony Board of Directors or its residents.

I am personally and directly impacted by this situation. Since the fence was removed, I have witnessed repeated and escalating trespassing onto Colony private property — including individuals parking in our lot, physically breaking through our hedges with carts and surfboards, and behaving in an aggressive and confrontational manner when asked to leave. This is not an occasional inconvenience. This creates a genuine safety concern for myself and my neighbors.

The historical record is clear: the Town was granted a Quit Claim Deed from Bessemer Securities for the 10-foot walkway easement, and the Town itself installed the chainlink fence on both the north and south sides of Walkway #7 in 1988. The Town's unilateral removal of the north fence in 2023 has directly created what is, in legal terms, an "attractive nuisance" — drawing the public onto private Colony property in ways that cause ongoing property damage and resident safety issues.

Councilwoman DD Halpern has witnessed this trespassing firsthand and has been supportive of our request to restore the fence. I am asking the full Council to take action and follow her lead.

I urge you to authorize the replacement of the north fence along the Town's public walkway without further delay. If the Town fails to act, The Colony's residents will be forced to bear a cost estimated at over $20,000 — an expense caused entirely by the Town's decision to remove infrastructure it installed and was responsible for maintaining.

Our community has a strong track record of civic engagement, and I am one of many residents who will continue to make our voices heard until this matter is resolved. I respectfully request a response outlining the Town's plan of action.

Thank you for your time and attention to this urgent matter.

1528

Sincerely,
David Walker
80 Celestial Way, Apt. 207E (closest to the walkway in our building)
561-691-4804
dvdwalker@comcast.net

Item #14.

Gmail

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

The Colony, 80 Celestial Way

1 message

Richard Corsini <dcorsini40@gmail.com> Tue, Jun 16, 2026 at 8:45 AM
To: town_council@juno-beach.fl.us

To all Council members:

I am writing to bring to your attention the need for the Town to reinstall a fence on the north side of the walkway adjacent to our property. Since the town took down the fence it has been a nightmare with trespassing on our property causing damage to our hedges with wide openings that allows and encourages pass thru by people parking on our property. This is a constant daily problem especially when dealing with rude people. It is a safety threat as well for our residents. I have been a Colony and Florida resident for 26 years and can tell you the situation is getting worse. Keep in mind that the Colony generously deeded 10 feet to the town to enable the walkway. Thanks for your consideration and understanding.

Dick Corsini

Sent from my iPad

1530

Item #14.

Gmail

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

Concerns Regarding Unauthorized Beach Access and Fence Replacement

1 message

Lori Hill <lorihillcondo@gmail.com> Tue, Jun 16, 2026 at 10:50 AM
To: town_council@juno-beach.fl.us

Dear Town of Jupiter Officials,

The Colony Residents of Juno would like to express our concern regarding the increasing number of non-residents parking in our community and cutting through our bushes with wagons, fishing gear, lawn chairs, coolers, and other beach equipment to access the beach walkway. This repeated activity is damaging our landscaping and negatively impacting the appearance of our property.

When residents politely explain that this is private property and ask individuals not to cross through the bushes, they are often met with rude responses and the behavior continues.

We believe that installing a fence along the beach walkway, similar to the one that was originally there, would help prevent this damage, improve the appearance of the property, and assist in maintaining property values for all residents.

We respectfully ask that you consider these concerns when discussing and voting on the replacement of the fence.

Thank you for your time and consideration.

Sincerely,

Concerned Residents of The Colony at Juno Beach/Jupiter Beach Community

Tom Hill

Lori Hill

Lou Hawn

Donna Upledger

Item #14.

Gmail

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

North Fence Public Walkway 80 Celestial Way

1 message

'solitamurphy@aol.com' via Council <town_council@juno-beach.fl.us> Tue, Jun 16, 2026 at 3:57 PM
Reply-To: "solitamurphy@aol.com" <solitamurphy@aol.com>
To: "town_council@juno-beach.fl.us" <town_council@juno-beach.fl.us>

Dear Juno Beach Town Council,

I am writing in support of replacing the north fence on the public walkway that is adjacent to the Colony at 80 Celestial Way. As an owner of unit 107, I am proud of the Colony's gift of an easement for 10 feet for this public walkway. The beach is for and should be enjoyed by everyone.

However, with the removal of the fence the path has become a nuisance with the resulting trespass to our property. The unfenced path has interfered with the use and enjoyment of our property, and the interference has become substantial and unreasonable. There is a complete disrespect for our property and the owners by people cutting thru the bushes with some pushing thru fishing carts and wagons. This has destroyed the hedges and has marked a clear short cut for people to take to access the path. This shortcut gets bigger and bigger each month and the trespass more frequent.

There is also an increase of beachgoers parking in our lot. When reminded that this is private property, owners have been met with verbal abuse. This has caused stress and anxiety watching this happen again and again. There have been times I haven't said anything for fear of the response or what someone could do. This is taking away the enjoyment of our property and feeling of security.

Moreover, there is a safety issue of cars, landscaping trailers and delivery trucks coming in and out of the parking lot and people coming thru the bushes unexpectedly into the lot.

The town's removal of the fence was done without any notice to The Colony, and the removal has allowed people to trespass on our property. Further, the town has had notice that this has been happening and has failed to take any action to remedy the situation. The cost of eliminating this nuisance is not excessive or burdensome to the town of Juno Beach. Replacing the chain link fence would solve the problem.

Further, if this knowing trespass is allowed to continue, this has the potential to become an adverse possession where the cut thru and shortcut becomes legally protected.

I am proud of Juno Beach's commitment to its residents and am hopeful the council will recognize the harm the removal of the fence has caused and the vote to replace the fence.

Sincerely,

Solita Murphy

Item #14.

Gmail

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

Replacing north fence at public walkway at Colony Condominium property

1 message

Jeanne Kremers <jeannekremers56@gmail.com> Tue, Jun 16, 2026 at 4:52 PM
To: town_council@juno-beach.fl.us
Cc: mspoto7@naz.edu, smiller@mcsmms.com

To the Juno Beach Town Council:

Our family, the Miller's, own 4 different condominium units at the Colony in Juno Beach. We have been enjoying this wonderful place since we were teenagers. My parents bought their first unit there over 40 years ago.

We are requesting that you authorize the replacement of the fence along the north side of the public walkway to the beach on the edge of our property. It has become increasingly difficult to prevent trespassing and damage to the hedgerow in that area. A new fence would help to maintain privacy and discourage people from unauthorized access.

We appreciate your attention to this matter.

Jeanne(Miller) Kremers
Marcia(Miller) Spoto
Stephen Miller
Christopher Miller

Sent from my iPad

Item #14.

Gmail

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

Fwd: Letter

1 message

Phyllis Santry <phyllis.santry@earthlink.net> Wed, Jun 17, 2026 at 11:24 AM
To: town_council@juno-beach.fl.us

From: Phyllis Santry <phyllis.santry@earthlink.net>
Date: June 15, 2026 at 10:54:33 AM EDT
To: Phyllis Santry <phyllis.santry@earthlink.net>
Subject: Letter

Dear Town Council,

I have been a resident of Juno Beach and have lived at the Colony for #__ years.

We have never had trespassing issues in all those years, until the town removed the fence on the north side

of the walkway. We now have people parking, hauling their gear to the beach, surfers, fishermen, groups with

coolers and umbrellas. And our hedges have been decimated. Making it even more inviting for trespassers.

I am confined to a wheel chair and go out for walks daily with my caretaker. It is very scary when we mention to a trespasser

they can't park in our lot and they become confrontational. I have no where to run and feel quite unsafe on my own property.

Please consider replacing the fence. I do recall, the Colony developers gave the town of Juno the ten feet of our property to create a public walkway. The fence created a boundary and safe walkway for the public while also designating an impassable boundary so our private property remained private without intrusions from trespassers. Please help make the Colony a safe place once again.

I sincerely hope the town remembers the gift of the land and honors that gift with replacing the fence.

Sincerely yours,

1535

Phyllis Santry

The Colony

80 Celestial Way

#305

Juno Beach, Florida. 33408

Item #14.

Gmail

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

Colony Fence

1 message

Marcia Spoto <mspoto7@naz.edu> Wed, Jun 17, 2026 at 2:45 PM
To: town_council@juno-beach.fl.us
Cc: Jeanne Kremers <jeannekremers56@gmail.com>

Juno Beach Town Council

I am following up with my sister's message yesterday regarding the request for the town to replace the fence along the north end of the public walkway to the beach. I would echo the concerns expressed over trespassing, as well as the public accessing the walkway by parking in our limited parking spaces. When challenged by residents, there have been several instances of people reacting in a confrontational manner. It is important to resolve this problem.

Thank you for your consideration...
Marcia Spoto

Marcia Miller Spoto, PT, DC
Professor Emerita, Nazareth University of Rochester
Consultant: Value Care Partners, LLC
Chair: APTA New York Public Policy Committee

E-mail: mspoto7@naz.edu

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: C. Copeland-Rodriguez, MMC, Town Clerk on behalf of Interim Town Manager

Item Title: Strategic Plan & Master Plan Process - Next Steps and Scheduling

BACKGROUND

At the June 4, 2026, Town Council Work Session, Council discussed the Town's strategic planning efforts and the desire to establish a process for determining future priorities and organizational direction.

Currently, two draft Strategic Plans exist for Council's consideration: one prepared by the consultant and one developed by the former Town Manager. Council may desire to review both documents and determine how they wish to proceed with the development of a final Strategic Plan.

To assist Council in this effort, Trainnovations has proposed a two-part process consisting of an Interim Prioritization Process followed by a facilitated Work Session.

Proposed Process

The Interim Prioritization Process would occur in July 2026 and would allow Council members to independently evaluate and prioritize goals, initiatives, and desired outcomes through a structured online questionnaire process. Trainnovations would compile information from previous planning documents, Council Work Session discussions, and any additional priorities submitted by Council members.
The results of the prioritization process would be summarized and used as the basis for a second facilitated Work Session.

The second Work Session would provide Council with an opportunity to:

- Review and discuss the priorities identified through the prioritization process;
- Discuss and compare the existing draft Strategic Plans;
- Explore areas of agreement and differing perspectives;
- Determine how Council wishes to proceed with the development of a Strategic Plan; and
- Provide direction regarding future strategic planning efforts.

For ***an additional fee*** of $3,169, and following completion of the prioritization process, Trainnovations can conduct individual Council interviews to further explore areas identified through the survey results. Interview questions would be customized based on prioritization outcomes and designed to provide deeper insight into Council perspectives, concerns, and desired outcomes.

Trainnovations has identified the following available dates for the in-person Work Session:

- Thursday, August 20, 2026 (3PM-7PM)
- Tuesday, August 25, 2026 (3PM-7PM)

FISCAL IMPACT

The cost of the Interim Prioritization Process is $3,825 (virtual). The cost of the facilitated Work Session is $4,872, for a total cost of $8,697. If the Town Council opts for it, the cost of the individual Council interviews is an additional $3,169.

RECOMMENDATION

Staff requests that the Town Council:

1. Provide direction regarding whether to proceed with Trainnovations and the proposed process; and
2. Select a preferred date for the August in-person facilitated Work Session.

Upon receiving Council direction, staff will coordinate with Trainnovations regarding scheduling and implementation of the selected approach.

Attachment(s):

- Copy of Trainnovations proposal.

Parts 2 and 3 of the 2026 Planning Process

Thank you for the opportunity to continue possible work with the Town Council as part of the abbreviated Summer 2026 planning process.

To maintain the proposed timeline and allow adequate time for preparation, we would appreciate confirmation at your earliest convenience. July is approaching quickly, and several pre-work activities will need to begin shortly following approval.

Part 2 is virtual and Part 3 is the workshop using the inputs from Part 2.

Part 2 – Virtual Interim Prioritization Process

July 2026 - Investment: $3,825

Purpose:

Following the initial planning workshop, Trainnovations will facilitate an Interim Prioritization Process designed to help the Town Council identify, refine, and prioritize the issues, opportunities, and outcomes that are most important to the future of the organization.

This process is intended to provide a structured and data-informed approach prioritization while creating opportunities for thoughtful reflection between workshop sessions. The resulting priorities will serve as the foundation for future strategic planning discussions and decision-making.
Process Overview

Trainnovations will gather and synthesize information from multiple sources, including:

- The Town's previous planning documents (previously sent by ITM)
- Input and themes generated during the Council workshop
- Any additional priorities or considerations submitted by Council members during this phase. (deadline driven)

Using these inputs, Trainnovations will organize and consolidate the information into a manageable set of high-level priority areas to be used in the online questionnaires.

Council members will then participate in a structured online prioritization process consisting of two electronic questionnaires. The questionnaires will allow each Council member to independently evaluate and prioritize goals, initiatives, and desired outcomes without the influence of group dynamics. This approach encourages thoughtful reflection, promotes equitable participation, and helps identify areas of alignment, divergence, and emerging consensus that can be explored during the facilitated workshop.

Deliverables

- A summary and analysis of the online prioritization results
- Identification of key themes and areas of consensus
- Identification of differing perspectives requiring future discussion
- A set of high-level priority areas ranked and organized by Council input
- Recommendations regarding topics requiring additional Council dialogue

The findings from this phase will become the primary inputs for Workshop #2 and will help focus Council discussion on the priorities that matter most..

Optional Enhancement

Individual Council Member Interviews (Optional – Additional Investment Required)

Following completion of the prioritization process, Trainnovations can conduct individual Council interviews to further explore areas identified through the survey results. Interview questions would be customized based on prioritization outcomes and designed to provide deeper insight into Council perspectives, concerns, and desired outcomes.

Part 3 – Workshop #2 (August 2026)

August 2026 (available dates include: August 20, 25 or 26)

Investment: $4,872

Purpose

Workshop #2 will utilize the results of the Interim Prioritization Process to facilitate deeper discussion, explore areas of agreement and disagreement, and build greater consensus regarding the Town's future direction.

A subsequent facilitated workshop would provide Council members with an opportunity to:

- Discuss and refine the identified priorities
- Explore differing perspectives
- Build greater consensus around strategic direction
- Further define what the priorities mean for the Town and its future

The resulting information would be synthesized into a report describing the Town's emerging strategic priorities and providing preliminary definitions and direction for future planning efforts.

Scope Limitations

To ensure a focused and efficient prioritization process, the following items are specifically excluded from this phase:

- Vision, Mission, or Values development
- Current-state organizational assessment
- Project-level prioritization by staff or Council
- Performance measures, KPIs, or organizational metrics
- Strategic implementation plans or work plans
- Community engagement or public input processes
- Budget development or budget prioritization
- Departmental operational planning

Expected Outcomes

Upon completion of this phase, the Town Council will have:

- A clearer understanding of its collective priorities
- Increased clarity regarding where Council wishes to focus its attention, resources, and future policy discussions.
- A structured framework for discussing future direction
- Preliminary guidance for staff regarding areas of importance
- A shared opportunity to engage in meaningful strategic dialogue
- A practical foundation for development of a future comprehensive strategic plan

This process is intentionally focused on helping the Council identify, prioritize, and discuss the issues and opportunities that matter most. The resulting priorities can then serve as the foundation for future strategic planning, implementation planning, and organizational alignment efforts should the Town choose to pursue them.

AGENDA ITEM

Meeting Name: Town Council Meeting

Meeting Date: June 24, 2026

Prepared By: J. Lopez, Director of Public Works

Item Title: Proposed Donation of Life Rings - Staff Review of Feasibility, Risk/Insurance, and Implementation

BACKGROUND:

During the May 20th Town Council meeting, Council requested that staff evaluate the feasibility of accepting a donation of ten (10) life safety rings and ropes through the Aden Perry Good Samaritan and Scholarship Fund ("Aden Perry Hero Life Ring Initiative").

PROPOSED DONATION:

The Aden Perry Good Samaritan and Scholarship Fund has offered the following:

- The first ten (10) life rings and ropes would be provided at no cost to the Town.
- Additional life rings and ropes beyond the initial donation would be available for $60.00 each.
- The initiative includes the opportunity for a public event to promote and educate the community on the proper use of life rings.

INSTALLATION AND COSTS:

Staff estimates initial installation costs of approximately $2,500 for the eight (8) beach walkovers, which would include signage, hardware, concrete, and pressure-treated posts.

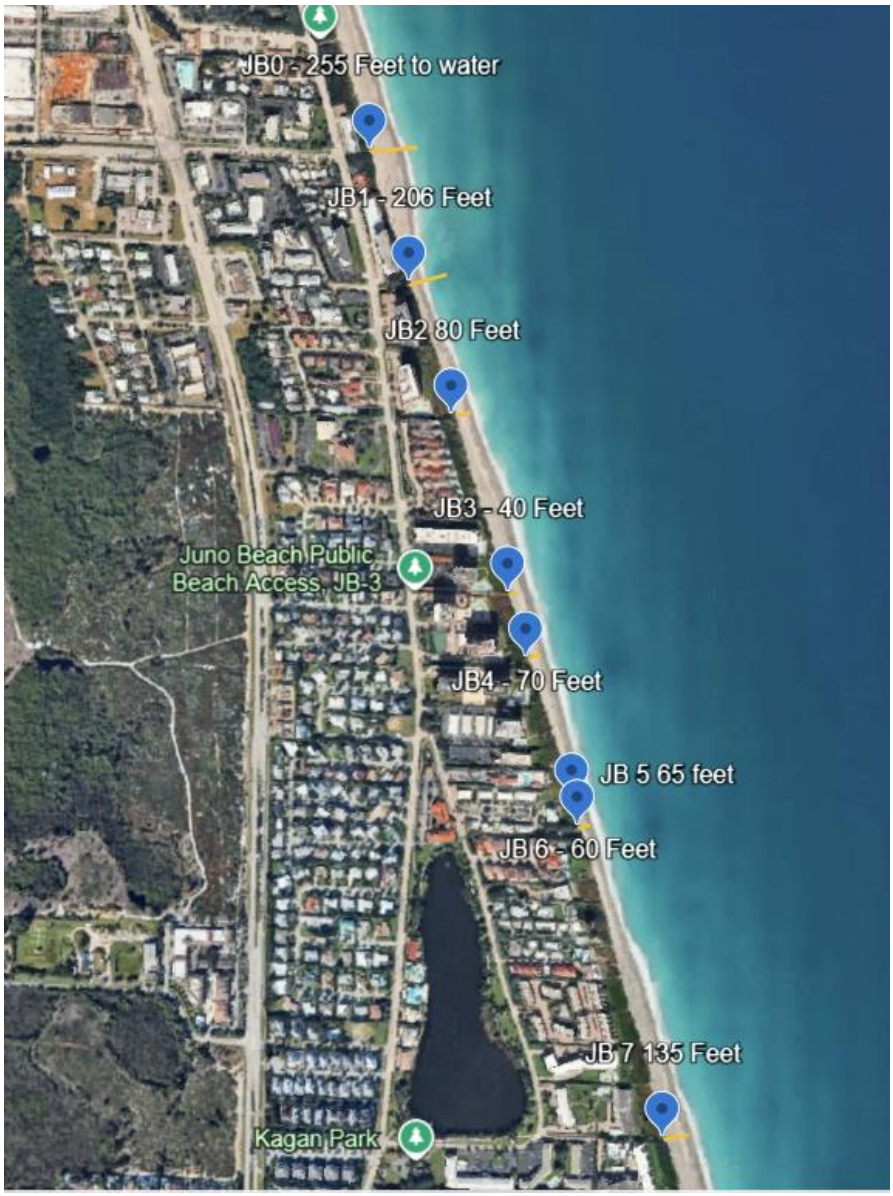


Rendering of Proposed Installation.

Installation would be located on the east side of beach walkover structures.

Currently, funding is not included in the FY26 budget. Should Council wish to proceed, funding would need to be identified in the FY27 budget. Additionally, installation could commence after the conclusion of the sea turtle nesting season in November.

DISCUSSION:



Installation distances from walkover structures to ocean:	
JB0	255 ft
JB1	206 ft
JB2	80 ft
JB3	40 ft
JB4	70 ft
JB5	65 ft
JB6	60 ft
JB7	135 ft

OPERATIONAL CONSIDERATIONS:

Staff notes that similar programs in neighboring jurisdictions, including Palm Beach County, have installed life rings in jetty areas that are inspected daily by lifeguards.

However, after speaking with officials from Palm Beach County and Brevard County Ocean Rescue have reported operational challenges, including instances where individuals remove life rings and enter the water with them, which can create additional rescue scenarios.

Another alternative consideration for discussion is the possibility of placing two (2) rings at Pelican Lake, one on each gazebo.

This item is presented for Council discussion and direction regarding whether to accept the donation and whether to proceed with installation, planning, and future budget consideration.

Based on operational, financial, and environmental considerations, installation of life safety rings at beach access points is feasible with the following conditions taken into consideration.

- The need to adhere to any/all relevant permit requirements from Palm Beach County and our Building department.
- Increased Public Works staff responsibility related to operational ownership, ongoing inspection and maintenance
- Cost of replacement from vandalism or loss
- Future budget allocations to sustain the program

RECOMMENDATION:

Staff requests Town Council direction to:

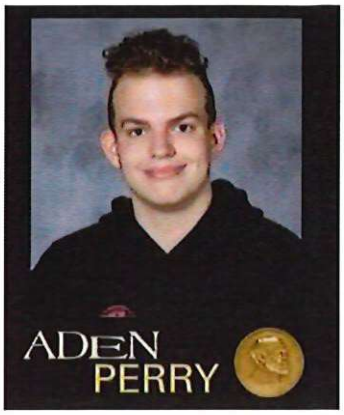
• Accept/Deny the donation of ten (10) Life Rings;

• Approve the installation of the Life Rings at each beach access and dune walkover; and/or install two life rings in Pelican Lake at each Gazebo.

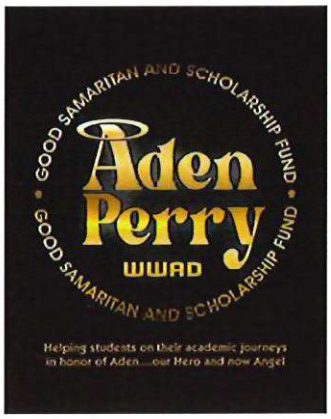
• Allocate funding for the installation and ongoing maintenance of the Life Rings in the Fiscal Year 2026-2027 budget.

Aden Perry Good Samaritan and Scholarship Fund

Life Ring Hero Project







Water is everywhere in South Florida!

What can we do to help those who may unintentionally or intentionally end up in a lake or canal? What if they can't swim?

The Life Ring is a proven tool that can turn anyone into a hero!

It's easy to use, easy to access, easy to install for use and inexpensive to implement!

Suggested items needed to install a life ring:

- Life Ring
- Polypropylene rope, minimum of 50' each
- 4 X 6 pressure treated fence post (Placed 2' into the ground)
- 50lb bag of “fast setting” concrete
- Three (3) eye screws
- Two (2) “cooler hooks”
- Three (3) Velcro straps

Our Foundation has an agreement with DATREX, the manufacturing company of the Life Ring to supply the high-quality Coast Guard approved hard plastic life ring with Aden's Hero message on them. They come with a lifetime warranty, and DATREX will extend their drastically reduced price of $60 to every municipality that joins us in this life saving mission. My goal is to have Life Rings available everywhere and anywhere there is a body of water.... accidents can't be predicted so we must be prepared!

BY INSTALLING LIFE RINGS... WE WILL SAVE LIVES in Honor of Aden Perry, Carnegie Award Recipient

To set up a meeting contact

Sarah Perry, Aden's Mum and President

Aden Perry Good Samaritan and Scholarship Fund

(954) 348-2064

adensmum@comcast.net

In memory of a hero - Aden Spencer Perry

DX024RD 24" RING BUOY IN ORANGE

TYPE	Type IV U.S.C.G. / Canada 24" Ring Buoy

USES

24" Orange lifering buoy with SOLAS retro-reflective tape for installation on commercial fishing vessels, yachts and other boats that are not required to carry the 30" buoys*. USCG and Canadian Coast Guard approvals. * From the CFR 46, Small Passenger Vessels (under 100 gross tons) " A vessel of more than 7.9 meters (26 feet) in length, but not more than 19.8 meters (65 feet), must carry a minimum of one life buoy of not less than 610 millimeters (24 inches) in diameter". " A vessel of more than 19.8 meters (65 feet) in length must carry a minimum of three life buoys of not less than 610 millimeters diameter (24 inches) in diameter.

FEATURES

All Datrex rings are molded from high impact linear low-density polyethylene for superior life expectancy in the most severe environments. The encircling black, floating rope is replaceable.

SPECIFICATIONS

ITEM NO.	DX024RD
USE	Marine safety
SIZE	24" (61 cm)
WEIGHT	6 lbs (2.72 kg)
CLOSED CELL FOAM	Yes
MOLD RESISTANT	Yes
RETRO-REFLECTIVE	Yes
COLOR	Orange
QUANTITY PER CASE	3 per case



Made in the USA

Minimum quantity, 3 rings, price $60 per ring plus shipping.
Please place orders with Brigette Goll at (305) 638-8220
or brigette@datrex.com at Datrex Miami



A Hero
is a person of distinguished courage and ability,
ADMIRED *for their brave deeds*
and Noble qualities
in spite of overwhelming obstacles.

Aden Spencer Perry
12/11/2004 - 4/19/2022

gofundme Aden Perry Good Samaritan and Scholarship Fund

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Life Saving Products

DX024RD

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18 in



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$34.50 each