



UNO LAGO ENVIRONMENTAL ASSOCIATION

801 Uno Lago Drive
Juno Beach, FL 33408
(561) 625-4202

January 9, 2025

We, the undersigned members of Ocean Trace Community, are fully behind the efforts of our Uno Lago Environmental Board President, Lou San Lorenzo, Aldo Rovere of the Ocean Trace Board and any other residents of the community, that desire to speak out on the request for reimbursement of expenses paid for by the Uno Lago Environmental Association for the Universe Boulevard Drainage Project.


Uno Lago Environmental
Association


LOU SANLORENZO
Printed

PRES ULEA
Title


Ocean Trace Condominium
Association, Inc.

JOHN TROXEL
Printed

TREASURER
Title


Una Lago No. 6 Condominium
Association, Inc.

DAVID D SILVER
Printed

SEC'Y
Title

SEE page 2
Una Lago #7 Condominium
Association, Inc.

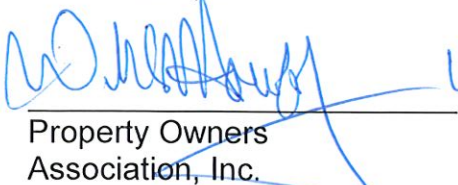
Printed

Title

SEE Page 3
Una Lago Master
Association, Inc.

Printed

Title


Property Owners
Association, Inc.

WILLIAM C HARVEY II
Printed

PRESIDENT
Title



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January 9, 2025

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Uno Lago Environmental Association Printed Title

Ocean Trace Condominium Association, Inc. Printed Title

Una Lago No. 6 Condominium Association, Inc. Printed Title

William F. Campbell Jr

Una Lago #7 Condominium Association, Inc. Printed *Vice Pres.*
Title

William F. Campbell Jr

Una Lago Master Association, Inc. Printed *Treas.*
Title

Good evening, Councilors, Town Staff, Residents, and Citizens:

Just over a year ago, in 2023, the Universe Boulevard Stormwater Project—the largest public works project in both scope and cost in the history of Juno Beach—was rightfully recognized by the Town Council as a public infrastructure project. Accordingly, the Council determined that financing this project should be a Town responsibility and entered into an agreement to replace the stormwater drainage system with CK Contractors & Development. The residents of Ocean Trace, while grateful for this decision, which relieved our community of the financial burden previously assigned to us, are requesting reimbursement for expenses incurred from 2013 to the present. These expenses were related to repairs needed to keep Universe Boulevard viable and to restore our damaged property.

In Florida, there are statutes on refund procedures for processing claims where fees, unfairly assessed, can be refunded. Municipalities have their own mechanisms and can determine whether individual claims are necessary. We submit that individual claims permit the Council to decide whether stakeholders seeking reimbursement can validate their claim without unduly influencing the process.

At the pivotal meeting in 2023, many residents from our community urged that these expenses be included in the overall project costs and that our residential community be repaid for expenses. The Council, understandably prioritizing the multi-million-dollar funding needed to complete the Universe Boulevard Project, deferred discussion on reimbursement. Now, with this historic project completed and \$300,000 under budget, we respectfully request the reimbursement of our expenses for what was ultimately deemed a public works infrastructure project.

Submitted Documentation

On November 4, 2024, we submitted invoices to the Town Staff detailing the expenses Ocean Trace incurred expenses, totaling \$43,244.55, to confirm our expenditures. The municipality has a responsibility to return these funds given that the project was recognized as a public works undertaking. The following are why reimbursement is warranted:

1. **Public Works Obligation:** Once the project was deemed a public works responsibility, all associated costs shifted to the municipality, as they are no longer the responsibility of the Ocean Trace community and the Uno Lago Environmental Association.
2. **Equity and Reimbursement:** Failing to reimburse funds collected from residents for a public works project could result in inequitable treatment, placing an undue financial burden on specific individuals or groups for expenses that fall under municipal jurisdiction.
3. **Fiduciary Responsibility:** Condo or homeowners' association boards have a fiduciary duty to ensure funds are spent appropriately. If the board paid fees for what became a municipal project, reimbursement is necessary to fulfill this fiduciary obligation.
4. **Consistency with Municipal Practices:** Past stormwater projects funded by the Town, such as Celestial Way and the County's Ocean Drive enhancements were, or are, being completed at no cost to abutting property owners. Similarly, the Universe Boulevard project's funding structure should align with these precedents.

The plan for the stormwater drainage project was the root cause of what ended up a journey, of over a decade of grant funding requests, ignoring once-in-a-lifetime grants like the American Rescue Plan Act (ARPA) and distributing those monies to other projects. If anything, the premature celebration in our chamber by Senate and House leaders in 2023 of funding for the project shows how easily monies can evaporate. Stormwater projects are critical but not attractive. State funding was the last gasp. The project simply couldn't wait any longer. Revisiting the stakeholder initiative became necessary.

Precedents and Comparison

Other stormwater drainage projects in Juno Beach, such as Celestial Way, were funded without cost to abutting property owners, thanks to a combination of grant money and Town funds totaling \$324,000. Similarly, the County's future project to improve Ocean Drive with enhanced swales, new catch basins, and drainage pipes with no costs to adjacent properties. These examples successful application of municipal funding principles with fall back being the Town of Juno Beach.

Addressing Potential Concerns

Some might argue that reimbursing Ocean Trace could set a precedent for others to seek similar reimbursements. However, the unique circumstances of this case—where residents were unknowingly assigned stakeholder status and bore costs that were later determined to fall under municipal jurisdiction—distinguish it from any other situations.

Failing to reimburse these funds risks undermining public trust and could lead to legal or reputational challenges for the Town. By addressing this issue fairly and transparently, the Council can reinforce its commitment to equitable governance.

Conclusion

The Ocean Trace community respectfully request the Council approve the reimbursement of \$43,244.55 to the Uno Lago Environmental Association, ensuring alignment with the Town's principals of fairness and equitable governance.

Ocean Trace Environmental Association

801 Uno Lago Drive
Juno Beach, FL 33408

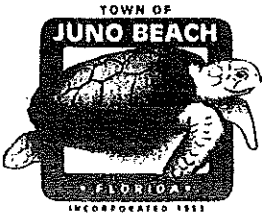
We look forward to presenting our case and seeking a fair resolution that reflects the Town's standards. Thank you for your attention and consideration.

Our community plans to be at the meeting to show our support. We will welcome comments from outside our community as well. We hope to have the opportunity to address any concerns of those who have reservations about the validity of our request.

Exhibits for Consideration

**Universe Storm Drain Assessments/
Repair Costs**

<u>Maintenance Dates</u>	<u>Payment Date</u>	<u>Amount \$</u>
Nov-13	Jan-14	\$ 3,245.00
	Jan-15	\$ 3,243.00
	Jan-16	\$ 3,243.00
Aug-14	Jan-15	\$ 2,730.94
	Jan-16	\$ 2,730.93
Jul 16 & Jun 17	Jan-18	\$ 5,478.75
	Jan-19	\$ 5,478.74
	Jan-20	\$ 5,478.74
Mar-20	Jul-20	\$ 3,138.19
Feb-21	Jan-22	\$ 2,464.26
Sub Total payments		\$ 37,231.55
Concrete Repair @ Storm Drain Contract		\$ 5,993.00
Total Costs		\$ 43,224.55



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

INVOICE

Customer

Name Uno Lago Environmental Association
 Address 801 Uno Lago Drive
 City Juno Beach State FL ZIP 33408
 Attn: Lisa Hamlin Fax: 561-625-4309

Misc

Date 12/4/2014
 Due Date Upon Receipt

Qty	Description	Unit Price	TOTAL
1	Universe Boulevard -Stormwater Drainage System-2nd Installment Inspection, evaluation and repair-November 2013 (Amount as outlined in Repayment Agreement dated June 16, 2014)	\$ 3,243.00	\$ 3,243.00
Total Payment Due is \$9,731 (3 payments will be accepted as follows:			
January 1, 2014 \$3,245 Received January 23, 2014			
January 1, 2015 \$3,243			
January 1, 2016 \$3,243			
1	Universe Boulevard -Stormwater Drainage System-August 2014 Repair (Amount based on October 2, 2014 letter and subsequent conversations.)	\$ 2,730.94	\$ 2,730.94
Total Payment Due is \$5,461.87(2 payments will be accepted as follows:			
January 1, 2015 \$2,730.94			
January 1, 2016 \$2,730.93			

SubTotal	\$ 5,973.94
Shipping	
TOTAL	\$ 5,973.94

Payment

Comments _____
 Name _____

Office Use Only

Please direct any questions to Matthew Pazanski at 561-656-0320 - Thank you

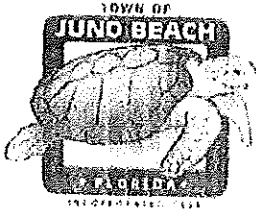
DATE: _____

CHECK #: _____

AMOUNT: _____

ACCOUNT #: _____

APPROVED BY: _____



TOWN OF JUNO BEACH
 348 OCEAN DRIVE
 JUNO BEACH, FL 33408
 PHONE 561-625-3322 FAX 561-775-0417
 Website: www.juno-beach.fl.us
 Email: junobeach@juno-beach.fl.us

Invoice No. 8221701

DUE DATE: 1/1/2018

INVOICE

Customer

Name Uno Lago Environmental Association
 Address 801 Uno Lago Drive
 City Juno Beach State FL ZIP 33408
 Attn: Lisa Hamlin Fax: 561-625-4309

Misc

Date 8/22/2017
 Due Date Upon Receipt

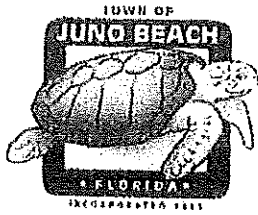
Qty	Description	Unit Price	TOTAL
1	Universe Boulevard -Stormwater Drainage System July 2016 and June 2017 Repair - <u>Payment Due 1/1/2018</u> (Amount as outlined in Repayment Agreement dated August 2017)	\$ 5,478.75	\$ 5,478.75
Total Payment Due is \$16,436.23 (3 payments will be accepted as follows:)			
January 1, 2018		\$5,478.75	
January 1, 2019		\$5,478.74	
January 1, 2020		\$5,478.74	
		SubTotal	\$ 5,478.75
		Shipping	
		TOTAL	\$ 5,478.75

Payment

Comments
 Name

Office Use Only

Please direct any questions to Matthew Pazanski at 561-656-0320 - Thank you



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

Invoice No. 11011801

DUE DATE: 1/1/2019

INVOICE

Customer

Name Uno Lago Environmental Association
 Address 801 Uno Lago Drive
 City Juno Beach State FL ZIP 33408
 Attn: Lisa Hamlin Fax: 561-625-4309

Misc

Date 11/1/2018

Due Date Upon Receipt

Qty	Description	Unit Price	TOTAL
1	Universe Boulevard -Stormwater Drainage System July 2016 and June 2017 Repair - <u>Payment Due 1/1/2019</u> (Amount as outlined in Repayment Agreement dated September 6, 2017) <u>Total Payment Due is \$16,436.23 (3 payments will be accepted as follows:)</u> January 1, 2018 --\$6,478.75 Paid March 2018 January 1, 2019 \$5,478.74 January 1, 2020 \$5,478.74	\$ 5,478.74	\$ 5,478.74

RECEIVED
 NOV 01 2018

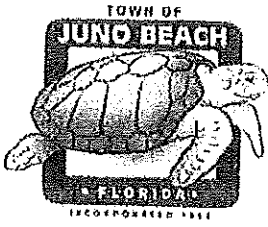
SubTotal	\$ 5,478.74
Shipping	
TOTAL	\$ 5,478.74

Payment

Comments _____
 Name _____

Office Use Only

Please direct any questions to Matthew Pazanski at 561-656-0320 - Thank you



TOWN 01
8450

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

Invoice No. 11061901

DUE DATE: 1/1/2020

INVOICE

Customer

Name Uno Lago Environmental Association **ULE**
 Address 801 Uno Lago Drive
 City Juno Beach State FL ZIP 33408
 Attn: Larissa Brennan Fax: 561-625-4309

Misc

Date 11/6/2019
 Due Date Upon Receipt

Qty	Description	Unit Price	TOTAL
1	Universe Boulevard -Stormwater Drainage System July 2016 and June 2017 Repair - <u>Payment Due 1/1/2020</u> (Amount as outlined in Repayment Agreement dated September 6, 2017)	\$ 5,478.74	\$ 5,478.74
Total Payment Due is \$16,436.23 (3 payments will be accepted as follows:)			
January 1, 2018 - \$5,478.76 Paid March 2018			
January 1, 2019 - \$6,478.74 Paid January 2019			
January 1, 2020 \$5,478.74			

SubTotal	\$ 5,478.74
Shipping	
TOTAL	\$ 5,478.74

Payment

Comments
 Name

Office Use Only

Please direct any questions to Matthew Pazanski at 561-656-0320 - Thank you



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

July 23, 2020

Larissa Brennan
 Uno Lago Environmental Association
 801 Uno Lago Drive
 Juno Beach, FL 33408

Re: Universe Boulevard-Storm Water Drainage System Repair INVOICE – March 2020

Dear Ms. Brennan,

As you know, the Town of Juno Beach has continued to provide needed maintenance and repairs to the Universe Boulevard storm water drainage system. In 2013 and 2014 we completed maintenance, an evaluation of the drainage system and two pipe repairs were performed; in 2015 and 2016 we completed additional repairs. As we have noted during this time, the storm water drainage system servicing the properties along Universe Boulevard consists of a series of inlets and underground pipes beneath that roadway. The storm water collected in the system flows through 35+ year old corrugated metal pipe which varies in size from 18" to 60" in diameter. The flow is conveyed along Ellison Wilson Road and discharges to the Intracoastal Waterway. There are approximately 5,000 feet of pipe this system.

In March 2020, Universe Boulevard stormdrain experienced a pipe failure. An ensuing emergency repair was performed by a local contractor, Deevan Incorporated of Lake Park. This repair replaced a portion of a 36" corrugated pipe at an intake structure and replaced a portion of sidewalk that was compromised, the total cost was \$16,093.29.

As you know from the prior repair, the Juno Beach Town Council agreed that Universe Boulevard abutters (stakeholders) should share the costs for improvements to that drainage system. As with the prior repair we again used our predetermined "Cost Share" based on the Palm Beach County Property Appraiser Office to identify the size of each stakeholder's land parcel and based on the parcels size, determined each stakeholder's proportionate cost for the improvements.

Stakeholders	Acreage	% of Total	Share of Cost
FPL	58.48	60.0%	\$9,655.98
Uno Lago Env.	18.93	19.5%	\$3,138.19
Waterford	13.93	14.3%	\$2,301.34
DSS Jupiter	0.98	1.0%	\$160.93
Juno Beach	5.03	5.2%	\$836.85

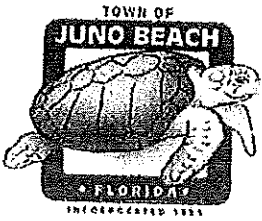
This letter shall serve as an Invoice for your share of the March 2020 pipe repair. Based on the criteria stated above, your cost is \$3,138.19 and is now due and payable. Payment shall be made payable to the Town of Juno Beach and forwarded to the address above. A report detailing the condition of the system and improvements are available for your review. Should you have any questions or comments, please do not hesitate to contact Anthony Meriano, Director of Public Works at 561-656-0310 or me at 561-656-0320.

Sincerely,

Matthew Pazanski
 Finance Director

TOWN-01

Invoice No. 1252022



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

JAN 25 2022

INVOICE

Customer

WLE

Name Uno Lago Environmental Association
Address 801 Uno Lago Drive
City Juno Beach State FL ZIP 33408
Attn: Larrisa Brennan 561-625-4202

Misc
Date 1/25/2022
Due Date Upon Receipt

Qty	Description	Unit Price	TOTAL
1	Universe Boulevard -Stormwater Drainage System Repair-February 2021 (Amount as outlined in Repayment Agreement dated April 28, 2021)	\$ 2,464.26	\$ 2,464.26

SubTotal \$ 2,464.26
Shipping
TOTAL \$ 2,464.26

Payment

Comments
Name

Office Use Only

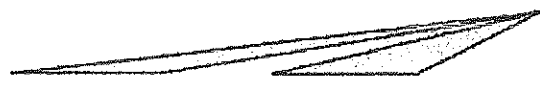
Please direct any questions to Matthew Pazanski at 561-656-0320 - Thank you

INVOICE

3-D Paving & Sealcoating
2801 N University Dr Ste 302
Coral Springs, FL 33065

Laurie@3-DPaving.com
(954) 933-2053
3-dpaving.com

3-D PAVING



Seacrest Services:24-01-00003 Ocean Trace Concrete Repairs

Bill to

Uno Lago Environmental
Attn.: Casey Davis
2400 Centrepark W Dr. STE 175
West Palm Beach, FL 33409

Ship to

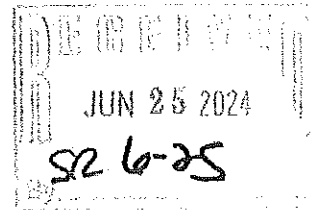
24-01-00003 Ocean Trace Concrete Repairs
801 Uno Lago Drice
Juno Beach, FL 33408

2

Invoice details

Invoice no.: 7734
Terms: Due on receipt
Invoice date: 05/28/2024
Due date: 05/28/2024

P.O. Number: 24-01-00003
Sales Rep: Steven DeVito



#	Date	Product or service	Description	Qty	Rate	Amount
1.		Concrete Services	Concrete Slab (Up to 225 SF @ 1 location)	1	\$5,993.00	\$5,993.00
2.		Deposit	Less Previously Received Deposit Invoice - 7519 Check # - 101092	1	-\$2,397.20	-\$2,397.20
3.			CHANGE ORDER			
4.		Concrete Services	Concrete Apron (Up to 25 SF @ 1 Location) Concrete Curb - Type Mod D (Up to 6 LF) Concrete Stamp and Clear Bonding Agent	1	\$1,190.00	\$1,190.00

Total \$4,785.80

Note to customer

Thanks so much for your business, we appreciate your prompt payment!

Overdue 05/28/2024

Outstanding Check List
ULER1 Valley Natl Reserve
Checks Dated 06/30/2024

Check	Date	Vendor	Type	Amount
100035	06/28/2024	3DPA01	3-D Paving & Sealcoating	4,785.80
			Report Total	4,785.80

MINUTES
TOWN OF JUNO BEACH
TOWN COUNCIL REGULAR MEETING

June 28, 2023
Council Chambers/YouTube
340 Ocean Drive

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

ALSO PRESENT: DAVID DYESS, TOWN MANAGER
LEONARD RUBIN, TOWN ATTORNEY
CAITLIN E. COPELAND-RODRIGUEZ, TOWN CLERK
FRANK DAVILA, DIRECTOR OF PLANNING & ZONING
MICHAEL A. VENTURA, FINANCE DIRECTOR
ANDREA DOBBINS, PROJECT COORDINATOR/RISK MANAGER
YASMIN HAMEL, ADMINISTRATIVE SECRETARY

ABSENT:

Audience: 40

CALL TO ORDER – 5:30pm

PLEDGE OF ALLEGIANCE TO THE FLAG

ADDITIONS, DELETIONS, SUBSTITUTIONS TO THE AGENDA

Mayor Cooke, Vice Mayor Wheeler, Councilmember Cotronakis, and Councilmember Halpern gave consensus to move Item #10 up to Item #9.

PRESENTATIONS (Time: 8:49 – 22:44)

1. Swearing in New Police Officer Robert Espinosa
2. Council-Manager Milestone Recognition – 35 Years
3. Palm Beach County Commission on Ethics Annual Update

COMMENTS FROM COUNCIL (Time: 22:45 – 51:59)

Council gave unanimous consensus to have staff look into options on renaming or renumbering beach access #16; have a review on additional crosswalks placed on an upcoming agenda; send a letter to FPL inquiring about being moved up on the undergrounding utilities program list and have all of Council sign; have staff prepare a proclamation in honor of Veterans Day; and place Comments from Staff and Town Attorney at the beginning of the Agenda and Comments from Council at the end.

COMMENTS FROM THE PUBLIC (Time: 52:00 – 1:09:21)

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

will be referred to Staff for research; a report will be forwarded to the Town Council; and citizens will be contacted.

Public Comments Opened at 6:14 pm.

Town Clerk Copeland-Rodriguez read comments into the record (*see attached*).

Nancy Wolf, 1613 E Hemingway Dr, commented on Kagan Park.

Charles Hollings, 1679 Pleasant Dr, expressed his concern with The Waterford.

Nancy Lodise, 1865 Pleasant Dr, expressed her concern with The Waterford.

Cynthia Frasher, Floral Dr, expressed her concerns on the proposal for the Christmas tree lot.

Red Dunn, 440 Sunset Way, expressed his support for a citizen group for Kagan Park.

Bianca Cooke, 400 Seaside Lane, commented on the resident meeting for Kagan Park.

Public Comments Closed at 6:31pm.

CONSENT AGENDA (*Time: 1:09:22 – 1:10:14*)

4. Consider approving the May 24, 2023, Kagan Park Workshop Minutes (*Amended*)
5. Consider approving the May 24, 2023, Town Council Meeting Minutes
6. Consider approving the May 31, 2023, Goal Planning Workshop Report
7. Consider approving the May 31, 2023, Special Town Council Meeting Minutes
8. Resolution No. 2023-10 – CivicPlus Agenda & Meeting Software Program Services Agreement (*Amended – taking funding from impact fees instead of contingency.*)

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

ACTION: *The motion passed unanimously.*

COUNCIL ACTION/DISCUSSION ITEMS (*Time: 1:10:15 – 4:33:54*)

9. Request for Proposal – Universe Blvd Drainage Improvement Project

MOTION: *Wheeler/Halpern made a motion to have the stakeholders not be assessed for the Universe Boulevard Drainage Project.*

ACTION: *The motion passed unanimously.*

MOTION: *Halpern/Hosta made a motion to enter into an agreement with CK Contractors & Development, Inc. to complete the Universe Boulevard Drainage Project at a cost not to exceed \$3,043,504.50; with funding from the Resilient Florida grant in the amount of \$1,050,000 and the balance from reserves.*

ACTION: *The motion passed unanimously.*

10. FY 2023-2024 Budget Planning Session

This item was just an update for Council, no action needed at this time.

11. Funding Request for Removal of FPL Poles along Universe Blvd

MOTION: Cotronakis/Wheeler made a motion to approve payment to Florida Power and Light in the amount of \$23,586.72 to remove the streetlights on Universe Boulevard for the drainage improvement project utilizing funds from contingency until final project disbursement has been determined by Council.

ACTION: The motion passed unanimously.

12. Public Hearing & First Reading on Ordinance No. 765 – Site Area Development Modification Option – Residential Use

MOTION: Wheeler/Cotronakis made a motion to obtain professional input/analysis on this matter.

ACTION: The motion failed 2-3 with Mayor Cooke, Vice Mayor Pro Tem Hosta, and Councilmember Halpern opposed.

MOTION: Halpern/Hosta made a motion to approve Ordinance No. 725 on first reading.

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

13. Public Hearing & First Reading on Ordinance No. 767 – 2024 Municipal Election – Date Change

MOTION: Cotronakis/Wheeler made a motion to approve Ordinance No. 767 on first reading.

ACTION: The motion passed unanimously.

14. Auditor Selection Committee

Council gave unanimous consensus to have Mayor Cooke serve on the Auditor Selection Committee as Chair.

Mayor Cooke, Vice Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Cotronakis gave consensus to consider resident John Troxel for the Auditor Selection Committee.

MOTION: Cotronakis/Halpern made a motion to initiate an Auditor Selection Committee that includes the Finance Director for Seacoast Utility Authority, Mayor Cooke, Ellen Andel, Michael Moll, James Papadukos, and Leonard Tylka, with Finance Director Ventura as an advisor.

ACTION: The motion passed unanimously.

15. FY 2023-2024 Town Events

Mayor Cooke, Vice Mayor Wheeler, Vice Mayor Pro Tem Hosta, and Councilmember Cotronakis gave consensus to replace the proposed Holiday Parade on December 1st to a combined Christmas by the Lake and Hanukkah Celebration called Holiday Party by the Lake.

Council gave unanimous consensus to remove the proposed August End of Summer Bashes from the list and proceed with the remaining events for Fiscal Year 2023-2024.

16. Retirement Party Options for Former Town Manager Lo Bello & Finance Director Pazanski

MOTION: *Halpern/Hosta made a motion to have a public party at a cost not to exceed \$4,000.*

ACTION: *The motion passed unanimously.*

17. Discussion on Kagan Park Playground Equipment

Mayor Cooke, Vice Mayor Wheeler, and Councilmember Halpern gave consensus to have staff obtain options for the Kagan Park Playground Equipment from Kompan and an additional vendor; and conduct a Workshop with the Public on August 24, 2023, at 3pm.

18. Sea Turtle-Friendly Streetlights

MOTION: *Halpern/Wheeler made a motion to move this item to the July meeting.*

ACTION: *The motion passed unanimously.*

COMMENTS FROM TOWN MANAGER (Time: 4:33:55 – 4:34:56)

Mayor Cooke, Vice Mayor Wheeler, Councilmember Cotronakis, and Councilmember Halpern gave consensus to separate from the Juno Beach Historical Society as they are becoming their own Florida Non-Profit Corporation (Federal 501(c)(3) Status).

COMMENTS FROM TOWN ATTORNEY (Time: 4:34:57 – 4:35:14)

Town Attorney Rubin provided an update on legislative Senate Bill 250.

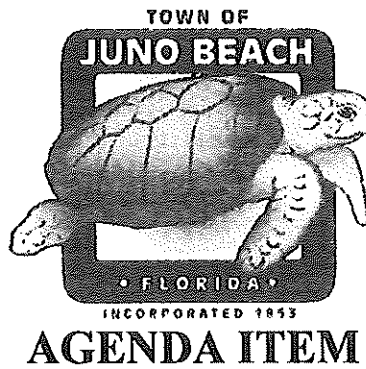
COMMENTS FROM STAFF (Time: 4:35:15 - 4:35:39) - None

Mayor Cooke introduced the new Finance Director Michael A. Ventura.

ADJOURNMENT (Time: 4:35:40 – 4:35:45)

Mayor Cooke adjourned the meeting at 9:58 pm.

Minutes Approved on July 26, 2023.



Meeting Name: Town Council Meeting
Meeting Date: May 22, 2024
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Easement Agreements for Celestial Way Drainage Project

DISCUSSION:

The Celestial Way Drainage Project has three (3) locations where a portion of the drainage project encroaches into private property. Staff has reached out to these separate property owners and has received approval to do all work necessary to improve the drainage on this roadway as indicated on the engineered drawings. There is one (1) location that the proposed swales will encroach slightly on private property, on the north and south sides of Alicante Drive. The homeowner's associations has given their approval and permission for the Town to create swales for better stormwater management.

The other two locations, 350 & 380 Celestial Way, will have pervious pavers installed in front of their properties and for aesthetics and functionality the pavers will extend to existing curb lines which are on their private property. Each property owner was agreeable to this part of the project. The pervious pavers will assist with stormwater management and will increase the aesthetics of the location and subsequently their properties. The Town will assume all responsibility for the maintenance of these pavers.

RECOMMENDATION:

Staff recommends the Council consider a motion to enter into an agreement with each of the property owners as indicated on the two separate "Easement Agreements".

ATTACHMENTS:

Easement Agreements

Prepared by and return to:

Leonard G. Rubin, Esquire
Torcivia, Donlon, Goddeau and Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between the **Mercury Beach, LLC**, a Florida limited liability company, 300 Mercury Road, Apartment 1, Juno Beach, FL 33408 ("Grantor"), and the **Town of Juno Beach**, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property located at 350 Celestial Way within the Town of Juno Beach, legally described as Lot 1, Juno Beach Shopping Center, according to the Plat thereof recorded in Plat Book 24, Page 83 of the public records of Palm Beach County, Florida ("Property"); and

WHEREAS, Grantee is constructing a drainage improvement project on Celestial Way ("Project") to address long-standing drainage issues, and the Project includes the installation of permeable paver bricks at the intersection of Celestial Way and Mercury Road ("Paver Area"); and

WHEREAS, a portion of the Paver Area is located on the Property, and Grantee has requested an easement over this portion of the Property for the installation and maintenance of the permeable paver bricks; and

WHEREAS, Grantee is willing to grant such an easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Grantor and Grantee agree as follows:

1. Grantor grants and conveys to Grantee, its agents, employees and contractors, a perpetual, non-exclusive easement for the installation and maintenance of permeable paver bricks over the portion of the Property depicted on page six of the Site Development Plans for the Project, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference ("Easement Area"). Grantee shall have full access rights to the Easement Area for the purpose of performing such installation and maintenance activities.

2. Absent emergency circumstances, Grantee shall not perform any maintenance, repair and/or reconstruction activities within the Easement Area without first obtaining the consent of Grantor, such consent not to be unreasonably withheld. After any such maintenance, repair and/or reconstruction activity, Grantee shall restore the Easement Area and surrounding property to an equal or better condition.

3. Grantor shall not have any responsibility for maintenance activities within the Easement Area. All such maintenance shall be performed at Grantee's sole cost and expense.

4. Except to the extent caused by the negligent or intentional acts or omissions of Grantor or any person retained by or acting on behalf of Grantor, Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, managers, members, agents and assigns, harmless from and against any and all claims, damages, causes of action, losses or liabilities, including reasonable attorney's fees and costs, arising out of or relating to Grantee's installation and maintenance of the paver bricks in the Easement Area. Nothing set forth herein shall constitute a waiver of Grantee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes nor shall it create a cause of action in favor of any third party.

5. Grantee shall ensure that any contractor performing work in the Easement Area carries both statutorily required worker's compensation insurance and appropriate liability insurance and that Grantor is added to the contractor's liability policy as a named insured prior to the contractor commencing such activities.

6. Grantor and Grantee affirm that the persons executing this Agreement have the lawful authority to execute this Agreement and bind Grantor and Grantee.

7. This Agreement shall be governed by the laws of the State of Florida, with venue lying exclusively in the state and federal courts of Palm Beach County, Florida.

8. If litigation is instituted by either party to this Agreement for purposes of seeking interpretation or enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, at the trial and appellate levels.

9. This Agreement may not be amended, modified, or terminated except by way of written agreement signed by Grantor and Grantee and recorded in the public records of Palm Beach County, Florida. No breach of any provision of this Agreement shall entitle any current or future property owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies available to any party on account of such breach.

[Remainder of page blank – signatures on next page]

GRANTOR:

Witnessed by:

MERCURY BEACH, LLC

Print Name:

By: _____

Address:

Name: _____

Title: _____

Print Name:

Date: _____

Address:

State of Florida)

County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of Mercury Beach, LLC who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public

Print Name:

[Seal]

GRANTEE:

TOWN OF JUNO BEACH, FLORIDA

Attest:

By: _____

Peggy Wheeler, Mayor

Town Clerk

State of Florida)

County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Peggy Wheeler as Mayor of the Town of Juno Beach who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public

Print Name:

Prepared by and return to:

Leonard G. Rubin, Esquire
Torcivia, Donlon, Goddeau and Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between the **L.G. Celestial LLC**, a Florida limited liability company, 380 Celestial Way, Juno Beach, FL 33408 ("Grantor"), and the **Town of Juno Beach**, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property located at 380 Celestial Way within the Town of Juno Beach, legally described as Units 1 through 4 of The Venta Condominium, according to the Declaration of Condominium recorded in Official Record Book 4412, Page 888, and all exhibits and amendments thereof, of the public records of Palm Beach County, Florida ("Property"); and

WHEREAS, Grantee is constructing a drainage improvement project on Celestial Way ("Project") to address long-standing drainage issues, and the Project includes the installation of permeable paver bricks at the intersection of Celestial Way and Mercury Road ("Paver Area"); and

WHEREAS, a portion of the Paver Area is located on the Property, and Grantee has requested an easement over this portion of the Property for the installation and maintenance of the permeable paver bricks; and

WHEREAS, Grantee is willing to grant such an easement subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Grantor and Grantee agree as follows:

1. Grantor grants and conveys to Grantee, its agents, employees and contractors, a perpetual, non-exclusive easement for the installation and maintenance of permeable paver bricks over the portion of the Property depicted on page six of the Site Development Plans for the Project, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference ("Easement Area"). Grantee shall have full access

rights to the Easement Area for the purpose of performing such installation and maintenance activities.

2. Absent emergency circumstances, Grantee shall not perform any maintenance, repair and/or reconstruction activities within the Easement Area without first obtaining the consent of Grantor, such consent not to be unreasonably withheld. After any such maintenance, repair and/or reconstruction activity, Grantee shall restore the Easement Area and surrounding property to an equal or better condition.

3. Grantor shall not have any responsibility for maintenance activities within the Easement Area. All such maintenance shall be performed at Grantee's sole cost and expense.

4. Except to the extent caused by the negligent or intentional acts or omissions of Grantor or any person retained by or acting on behalf of Grantor, Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, managers, members, agents and assigns, harmless from and against any and all claims, damages, causes of action, losses or liabilities, including reasonable attorney's fees and costs, arising out of or relating to Grantee's installation and maintenance of the paver bricks in the Easement Area. Nothing set forth herein shall constitute a waiver of Grantee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes nor shall it create a cause of action in favor of any third party.

5. Grantee shall ensure that any contractor performing work in the Easement Area carries both statutorily required worker's compensation insurance and appropriate liability insurance and that Grantor is added to the contractor's liability policy as a named insured prior to the contractor commencing such activities.

6. Grantor and Grantee affirm that the persons executing this Agreement have the lawful authority to execute this Agreement and bind Grantor and Grantee.

7. This Agreement shall be governed by the laws of the State of Florida, with venue lying exclusively in the state and federal courts of Palm Beach County, Florida.

8. If litigation is instituted by either party to this Agreement for purposes of seeking interpretation or enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, at the trial and appellate levels.

9. This Agreement may not be amended, modified, or terminated except by way of written agreement signed by Grantor and Grantee and recorded in the public records of Palm Beach County, Florida. No breach of any provision of this Agreement shall entitle any current or future property owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies available to any party on account of such breach.

[Remainder of page blank – signatures on next page]

GRANTOR:

Witnessed by:

L.G. CELESTIAL, LLC

Print Name:

Address:

Print Name:

Address:

By: _____

Name: _____

Title: _____

Date: _____

State of Florida)
County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of L.G. CELESTIAL, LLC who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public
Print Name:

[Seal]

GRANTEE:

TOWN OF JUNO BEACH, FLORIDA

Attest:

By: _____
Peggy Wheeler, Mayor

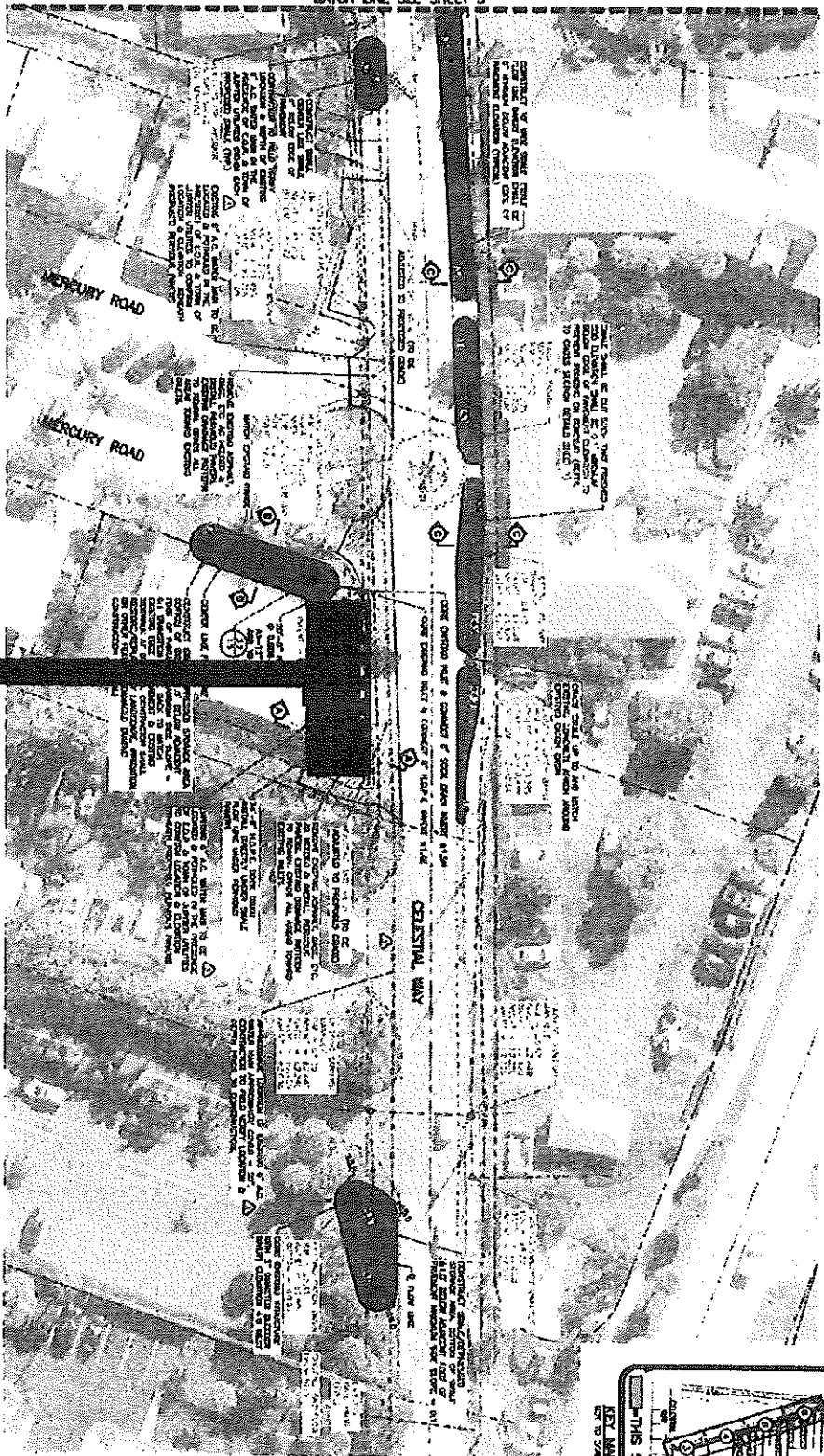
Town Clerk

State of Florida)
County of Palm Beach)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Peggy Wheeler as Mayor of the Town of Juno Beach who is personally known to me or produced _____ as identification.

My commission expires:

Notary Public
Print Name:



NO ADDED LOTTERY AND NO
 1-800-475-3772
 7-800-475-3772
 1-800-475-3772

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE
 TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF
 1988 BASED ON A SLANTY PREPARED BY
 LINDSEY LAND SURVEYING, INC. (981) 748-9454.

EXTENSION	DATE	BY	REVISION

SIMMONS & WHITE
 SURVEYORS
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 (405) 241-1111

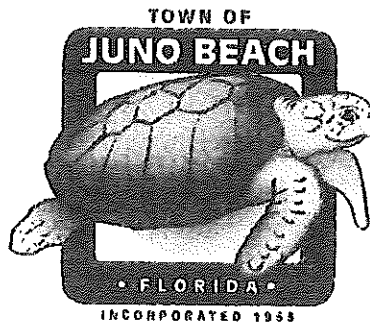
CELESTIAL WAY
 SECTION 28, TOWNSHIP 41S, RANGE 41E
 THE TOWN OF JUNG BEACH, OKLAHOMA
 SITE DEVELOPMENT PLAN

NOTES:

- 1) CONFORMANCE TO LOCAL VOTER LOCATION AND DESIGN OF ALL CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE AGENCIES.
- 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE AGENCIES.
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- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ALL APPLICABLE AGENCIES.

LEGEND

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**MANDATORY PRE-BID MEETING - REQUEST FOR
PROPOSAL - CELESTIAL WAY DRAINAGE
IMPROVEMENTS PROJECT AGENDA**

March 22, 2024 at 10:00 AM

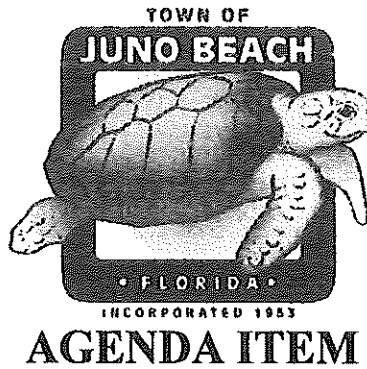
Council Chambers – 340 Ocean Drive and YouTube

NOTICE: 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.

CALL TO ORDER

PROPOSED PROJECT OVERVIEW AND SITE VISIT

ADJOURNMENT



Meeting Name: Town Council Meeting
Meeting Date: April 24, 2024
Prepared By: Andrea Dobbins, Project Coordinator/Risk Manager
Item Title: Request for Proposal- Celestial Way Drainage Project

DISCUSSION:

The Town was awarded the Resilient Florida grant for the drainage improvements to Celestial Way. This grant is a 50/50 match with up to \$162,000 coming from the grant funding and \$162,000 from the Town's general fund and the Once Cent Surtax for a total project cost of \$324,000.

This project was advertised for the competitive sealed bid process and there were three (3) contractors that submitted proposals for this drainage project. Each proposal submitted was reviewed by the evaluation committee at a public meeting on April 17, 2024. Each proposer was awarded points according to the evaluation criteria that was in the proposal package. The contractors were asked to provide their qualifications, background and experience of the firm; references and proof of similar completed projects; the ability to meet the construction schedule; and the price for all labor and materials to successfully complete this project. The proposer that was awarded the most points based on their submittal was CK Contractors & Development. The proposers and their pricing are listed below.

CONTRACTOR	BID PRICE
BDI Marine & Site Contractors	\$299,629
CK Contractors & Development	\$252,399
Close Construction Services, LLC	\$349,650

RECOMMENDATION:

Staff recommends the Council consider a motion to enter into an agreement with CK Contractors & Development to complete the Celestial Way Drainage Project not to exceed \$278,000; (project cost includes bid proposal plus 10% contingency) with funding from the Resilient Florida grant not to exceed \$139,000 and not to exceed \$139,000 from the Town's general fund and the One Cent Surtax.

ATTACHMENTS:

Bid proposals