



**AGENDA  
TOWN OF JUPITER  
TOWN COUNCIL MEETING  
TOWN COUNCIL CHAMBERS  
TUESDAY, MARCH 5, 2024  
7:00 PM**

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

**Roll Call:**

Mayor Jim Kuretski  
Vice-Mayor Ron Delaney  
Councilor Andy Fore  
Councilor Cameron May  
Councilor Malise Sundstrom  
Town Manager Frank Kitzerow  
Town Attorney Thomas J. Baird

**If you would like to speak on any item, please submit a Comment Card.**

**ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:**

- Swearing in (For anyone planning to address Council)
- Disclosure of ex parte communications (Council only)
- Presentation by applicant
- Staff and Planning and Zoning Commission recommendations
- Public to be heard – Three (3) minute limit
- Motion on the floor

**PROCLAMATION**

1. Bicycle Month – March 2024. #

**CITIZEN COMMENTS**

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

## **MINUTES**

2. February 20, 2024 Town Council Meeting Minutes.

## **CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

## **PUBLIC HEARING**

3. **Town Code and Procurement Policy Amendment**
  - A. Ordinance 9-24, Second Reading**, Approval of Amendment of Town Code Section 2-109 pertaining to the Town's Purchasing Procedures.
  - B. Resolution 27-24**, Approval of Amendment of Town Procurement Policy.

## **PUBLIC BUSINESS**

4. **Resolution 32-24**, Town of Jupiter Authorization to Terminate the Bioscience Land Protection Advisory Board and Interlocal Agreement
5. Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years.

## **REGULAR AGENDA**

## **PUBLIC HEARING**

6. **Ordinance 6-24, First Reading**, Exceptions to Development Regulations and Definitions – Town initiated zoning text amendment in regard to height exceptions (second reading 3/19/2024).
7. **Resolution 28-24, Quasi-judicial** - Roger Dean Chevrolet Stadium Renovations - Site Plan Amendment to modify a previously approved site plan.

## **ROUNDTABLE**

8. 2024/2025 Strategic Plan Discussion.

## **REPORTS**

### **TOWN ATTORNEY**

### **TOWN MANAGER**

### **TOWN COUNCIL – LIAISON REPORTS AND COMMENTS**

## **ADJOURNMENT**

**Town Council Future Meetings**

March 19, 2024, 7PM, Town Council Chambers

April 2, 2024, 7PM, Town Council Chambers

**NOTICE**

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.

[www.jupiter.fl.us/Live](http://www.jupiter.fl.us/Live)

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

# = no materials attached \*revisions may occur\*

[www.jupiter.fl.us](http://www.jupiter.fl.us)

**Section 2-64; Decorum, disturbing meeting**

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or

otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of

the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to

being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for

such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence

upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order

to participate in the meeting should contact the Town Clerk's office at [TownClerk@jupiter.fl.us](mailto:TownClerk@jupiter.fl.us) or 561-741-2752 at least 48 hours in advance

to request accommodations.

**FINAL MINUTES AND AGENDA  
TOWN OF JUPITER  
TOWN COUNCIL MEETING  
TOWN COUNCIL CHAMBERS  
TUESDAY, FEBRUARY 20, 2024**

Mayor Kuretski called the meeting to order at 7:00 P.M.

**Roll Call:** Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Andy Fore; Councilor Cameron May; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Deputy Town Clerk Stephanie Proffer.

**PROCLAMATION**

1. 2-1-1 Helpline Awareness Month - Ms. Patrice Schroeder - 2-1-1 Palm Beach/Treasure Coast.

Mayor Kuretski presented the proclamation to Ms. Patricia Schroeder, Community Relations Specialist. Ms. Schroeder provided a highlight of their programs.

**PRESENTATION**

2. JFRD Implementation Update.

Chief Darrel Donatto, Chief of Jupiter Fire Rescue Department (JFRD), thanked Council for entrusting him as the new Fire Chief and noted how friendly and welcoming the Town of Jupiter Staff and residents were. He gave a brief update concerning the Piatt Place fire station project with WGI and Town Staff which included project goals, timelines, general design and next steps. Chief Donatto said WGI would be drafting an initial building design within the next few weeks.

Chief Donatto stated he was working with the Town's graphic designer, Sandy McCready to finalize graphic design schemes that coincided with the Town's branding and are recognizable to the residents. He also mentioned Human Resources has advertised for two open positions which were the Executive Assistant and the Deputy Fire Chief and said a substantial number of applicants had applied.

Chief Donatto explained he spent time with Palm Beach Gardens Fire Rescue (PBGFR) and toured their training and logistics facilities. He said PBGFR would be an important future partner in areas of mutual aid, service, and training opportunities.

3. 2023 Citizen Survey Results.

Mr. Shawn Reed, Community Relations Manager, provided a brief history of the National Resource Center survey and introduced Mr. Jason Neumeyer, Survey Specialist with Polco and the National Research Center.

Mr. Neumeyer gave a brief presentation which included resident surveys on local governance; facets of community livability; conducting the National Community survey in Jupiter; balance of quality and importance facets; national and peer community benchmark comparisons from 2021 to 2023; national rating decline in local government trust, economic and affordability sentiment between 2013 and 2023; safety; local economy; community design; natural environment; and continued resident engagement.



## **PRESENTATION**

### **3. 2023 Citizen Survey Results.**

Mayor Kuretski asked about the difference between higher and much higher distinction, plus the ranking.

Mr. Neumeyer explained that much higher was 20 points and the ranking was a comparison to all other communities.

Mayor Kuretski said the Town tried to move away from discussing a downtown area, since the Town did not have one and explained the Town used the wording downtown/commercial area instead. He said commercial rated high in several areas and low in the vibrancy of downtown and hypothesized that residents had focused on what they thought was a downtown area despite the fact we had downtown/commercial areas.

Mr. Neumeyer stated the language of the question could be changed if there was a need to know how residents ranked commercial. He noted they did not want to change the meaning too much, as the question was asked of all 600 communities and was used for comparisons.

Mayor Kuretski said workforce housing and affordable housing were weighted differently and supposed it was due to not understanding the difference. He did not understand the 10-point difference and asked if it was seen anywhere else.

Mr. Neumeyer said he had not seen it anywhere else and believed a parenthetical could have helped clarify the two. He noted the Mayor's hypothesis could be correct.

Mayor Kuretski stated the Town was lower than the average national level in cost of living and affordable housing. He thought it was interesting that the Town ranked three out of twenty-five for the best place to retire.

Mr. Neumeyer said the comparisons on the national level allow the communities to see the concerns about affordable housing.

Councilor Fore asked if other communities saw lower participation rates.

Mr. Neumeyer stated that normally the participation rate was approximately 300 plus. He stated the rate was one way to measure, and the other was the margin of error. He said as long as we can get our number, which was 441, it allows for a plus or minus of five percent margin of error. He noted national participation numbers had decreased since the 1970s and a rate of 12 to 25 percent was standard.

Vice-Mayor Delaney said he understood the need for a random sample and asked if there was a point where it could be pushed too hard and skew the results.

Mr. Neumeyer explained that when they are publishing during a random sample, they tell people if you receive something in your mailbox please respond. He noted they do not share the link, but have the ability to make it private with a pin.

Mayor Kuretski asked if there would be a better response rate if the survey was more narrow or targeted and fewer pages.

### **PRESENTATION**

#### **3. 2023 Citizen Survey Results.**

Mr. Neumeyer said they normally do not ask for more questions and noted the average time for questions was 15 minutes, which was not too long or too short. He stated to get the answers in a similar order as it was done for the last 14 years to be consistent from survey to survey. He noted another survey could be done with fewer and more targeted questions.

Mayor Kuretski asked if that would yield a higher participant rate.

Mr. Neumeyer stated he did not know if the participation rate would be higher, but due it being open to everyone, there could be a higher response rate.

### **CITIZEN COMMENTS**

Ms. Cindy Loth, resident of 154<sup>th</sup> Road North, spoke about an encounter she had with a Jupiter police officer and suggested the Jupiter Police Department purchase dashcams.

Ms. Karen Vinson, resident of Sioux Street, expressed her concern regarding the Jupiter Fire Department response times in relation to providing service to residents without using the Town's local parks or green space.

Ms. Kristen Henry, resident of Majorca Way, asked what benchmarks were used when comparing the level of service regarding the Jupiter Fire Rescue Department. She also congratulated Chief Donatto on his new role and discussed her concern regarding recruiting personnel.

### **MINUTES**

#### **4. February 6, 2024 Town Council Meeting Minutes.**

Councilor May moved to approve February 6, 2024 Town Council Meeting Minutes; seconded by Councilor Sundstrom; motion passed.

|          |         |      |     |           |
|----------|---------|------|-----|-----------|
| Kuretski | Delaney | Fore | May | Sundstrom |
| Yes      | Yes     | Yes  | Yes | Yes       |

### **CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

- Ms. Karen Vinson removed item 5.
- Councilor Sundstrom pulled item 7.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Fore; motion passed.

|          |         |      |     |           |
|----------|---------|------|-----|-----------|
| Kuretski | Delaney | Fore | May | Sundstrom |
| Yes      | Yes     | Yes  | Yes | Yes       |

## **CONSENT AGENDA**

### **PUBLIC HEARING**

5. **Ordinance 9-24, First Reading,** Approval of Amendment of Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures. **MOVED TO REGULAR AGENDA**

### **PUBLIC BUSINESS**

6. **Resolution 29-24,** Approval of a Landscape Maintenance Memorandum Agreement.
7. **Resolution 30-24,** Authorization of Work Order No. 48 of Contract EPW2016-12D with Wantman Group, Inc. **MOVED TO REGULAR AGENDA**
8. **Resolution 31-24,** Authorization of Work Order No. 6 of contract EPW 2016-12 C with Stanley Consultants, Inc.

## **END OF CONSENT AGENDA**

### **ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA**

5. **Ordinance 9-24, First Reading,** Approval of Amendment of Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures.

Ms. Karen Vinson, resident of Sioux Street, asked why the Town didn't follow the same process with larger purchases such as Fire trucks and contracts for vendors. She also noted her concern regarding the lack of transparency.

Mayor Kuretski asked Staff to explain how the Town was bound by State requirements on how to acquire professional services and how the Town can leverage effectively competitive pricing from other contracts.

Mr. Scott Reynolds, Director of Finance, gave a brief overview of the Professional Service Provision of the Consultants' Competitive Negotiation Act (CCNA) State statute and the benefit it provided to the Town's departments. He also explained the Piggyback Provision and how it allowed municipalities to piggyback on other contracts throughout the State.

Councilor Fore asked how contracts regarding the Jupiter Fire Rescue Department were allowed without bidding.

Mr. Reynolds stated the provisions were requested to be waived by Council to save time and money. He also noted that it was only related to professional services.

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 9-24, First Reading; seconded by Councilor Sundstrom; motion passed.

Kuretski  
Yes

Delaney  
Yes

Fore  
Yes

May  
Yes

Sundstrom  
Yes

**ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA**

**7. Resolution 30-24,** Authorization of Work Order No. 48 of Contract EPW2016-12D with Wantman Group, Inc.

Councilor Sundstrom stated the scope of the workorder was for playgrounds at Jupiter Community Park and FIND park which included the design and demolition of the old structures. She said the Town has a contract in place with Miller Legg to create a Parks masterplan for recreation. Councilor Sundstrom asked how they would ensure public input and could this item be tied in with the Miller Legg consultant.

Mr. Thomas Hernandez, Director of Engineering and Public Works, said they were still in the early stages of the project and still had time for input. He did say the project could be set up to work concurrently with the Parks Masterplan.

Ms. Kristen George, Director of Parks and Recreation, said Miller Legg was aware of the playground CIP and any other CIPS related to Parks and Recreation. She said CRA stakeholder meetings were scheduled for March 12-14 and then a Public meeting to follow to allow for the Public to have input.

Councilor Sundstrom asked if there would be an online option or survey for the Public not available to attend the meeting.

Ms. George said they were working with Community Relations and potentially creating a survey with POLCO.

Councilor Fore asked how they would be advertising to the residents.

Ms. George said they were working with community relations to schedule a media blitz to inform residents of the Parks Masterplan, using social media, and posting at our current parks.

Councilor Sundstrom moved to approve Resolution 30-24; seconded by Councilor Fore; motion passed.

Kuretski  
Yes

Delaney  
Yes

Fore  
Yes

May  
Yes

Sundstrom  
Yes

**REGULAR AGENDA**

**PUBLIC HEARING**

**9. Ordinance 4-24, First Reading,** Town-Initiated Zoning Text Amendment to Section 27-264 for Application for Rehearing.

Mr. Thatcher Hart, Planner, gave a brief summary of the Town-initiated zoning amendment application to Section 27-264.

Councilor May asked if the change would affect the ability for an applicant to withdraw their application the day of the meeting. Mr. Hart stated the applicant could still withdraw their application if it fell within the quasi-judicial process.

Vice-Mayor Delaney suggested to modify Section 2b to reflect two or more instead of one or more.

## **REGULAR AGENDA**

### **PUBLIC HEARING**

#### **9. Ordinance 4-24, First Reading**

Mayor Kuretski agreed with the suggestion and appreciated Staff providing the Municipal Research for Rehearing Applications attachment.

Councilor May agreed with modifying the requirements listed in Section 2b to say two of the five. He also noted he would like input from the Planning and Zoning Commission.

Councilor Sundstrom stated she did not support the eight-day requirement in Section 2a and would like to keep the practice the Town had to provide flexibility but create criteria. She noted her support for the two or more requirement in Section 2b and proposed to eliminate four.

Mayor Kuretski noted it had always been Council's practice to provide the applicant with the right to withdraw.

Mr. Baird gave an overview of the quasi-judicial process. He stated if it was Council's desire to continue with the unofficial policy and not the quasi-judicial policy. He suggested to change the eight-day requirement to until council begins deliberations. He said it would provide the Mayor the opportunity to say Council will now deliberate and vote on the item and the Mayor can then ask the applicant if they wish to proceed. That would then restore the unofficial policy.

Title read by Mr. Baird.

Councilor May moved to approve Ordinance 4-24, First Reading, as amended to change Section 2b Line 19 to two or more and Section 2a Line 14 to state until Council begins deliberations; seconded by Councilor Fore; motion passed.

Kuretski  
Yes

Delaney  
Yes

Fore  
Yes

May  
Yes

Sundstrom  
Yes

### **REPORTS**

#### **TOWN ATTORNEY –**

- Sperry Property – Mr. Baird said mediations were going on and wanted to meet with the Town Manager and each Council member prior to Friday. He said there was a continued public hearing February 29, 2024 where if they had not reached a settlement agreement the Magistrate indicated that he would like the hearing to begin.

#### **TOWN MANAGER –**

- Transparency – Mr. Kitzerow went over some new features of the Town's website which was updated to include Utilities related projects. He said the update to the site will inform residents of projects descriptions and statuses.

## **REPORTS**

### **TOWN MANAGER –**

- Brightline – Mr. Kitzerow said Staff was going back and forth with Brightline and Florida East Coast Railway (FEC) about a fencing issue. He stated Brightline is working with FDOT finalize a grant agreement and expected to complete a notice of establishment application for quiet zones within two weeks. Mr. Kitzerow said some of the challenges were due to future maintenance of the fence, the Town has reached out Brightline to potentially expedite the process if the Town would agree to take on maintenance and what would that look like.
- CRA Stakeholder's Meetings – Mr. Kitzerow said meeting had started today.
- CRA Meeting and Workshop – Mr. Kitzerow asked if March 13<sup>th</sup> worked for The Mayor and Councilmembers.

### **TOWN COUNCIL – LIAISON REPORTS AND COMMENTS-**

#### **COINCILOR FORE-**

- Quiet Zones and Fencing – Councilor Fore asked if quiet zones and fencing could be separated due to fencing being options paid for by the trains themselves and quiet zones having to do with intersections. He explained the horns at the intersections were a big complaint and were happening several times per hour. Mr. Fore asked Chief England how many incidents have happened where fencing would have helped.

Chief England said he did not recall any accidents where someone was walking across the intersection, any incidents where always purposefully done in an attempt to commit suicide.

#### **VICE-MAYOR DELANEY-**

- Brightline Fencing – Vice-Mayor Delaney asked Mr. Kitzerow if there was a timeline on the fencing.

Mr. Kitzerow said there was not and said Brightline has acknowledged we have asked for fencing but was not prepared to give a date or timeline.

Vice-Mayor Delaney acknowledged the horns were a problem.

#### **MAYOR KURETSKI-**

- Brightline – Mayor Kuretski said he stayed in contact with Brightline for several years and said by dais action agreed they were not going to pursue quiet zones until the fences were in. He said he was also understood the Town could not submit a notice of establishment until Brightline was ready asked. Mr. Kitzerow if that had changed and would be the next step.

Mr. Kitzerow said yes.

Mayor Kuretski said Brightline must work through FEC and they were hindering the progress. He asked if Brightline horns were at the high end of the decibel level and was waiting on a response from Brightline to see if it was a possibility to lower the level if it was on the high end. Mayor Kuretski di explain that a quiet zone did not mean they would not push the horn only that they were not obligated to.

## **REPORTS**

### **MAYOR KURETSKI-**

- E-Bikes – Mayor Kuretski stated Key West had an Ordinance prohibiting E-Bikes and said even County Commissioners were concerned about the safety and behavior issues created by irresponsible users. He recognized Councilor Sundstrom had previously asked about an ordinance.
- Park Improvements – Mayor Kuretski acknowledge Jupiter's parks were dated and fully supports the Parks Masterplan program. He said there was a regional park in Palm Beach Gardens and Jupiter helped fund that park and would like to ensure Jupiter Residents are getting fair use of it.

### **COUNCILOR SUNDSTROM-**

- E- Bikes – Councilor Sundstrom said this was a topic of concern in Council received in emails and she recently went to the Abacoa Presidents HOA meeting where they were concerned also. She said that having a comprehensive approach to understand what the rules were and enforcing the rules but also would like to look into an ordinance. Councilor Sundstrom said she would like more information from Jupiter Police Department (JPD) and what they were seeing.
- Quiet Zones – Councilor Sundstrom noted her time living in London and how the trains were on the edge of the city and the contrast to Florida where the trains run through several downtowns or commercial areas where the characteristics were so different. She explained intersections in West Palm have more pedestrians compared to Frederick Small Road crossing with more greenery and less commercial. Councilor Sundstrom said the pedestrian crossing from Pine Gardens South to Publix was heavily trafficked required horns and without them could lead to issues.
- Parks – Councilor Sundstrom said similarly to owning a home, you replace the roof at the end of a useful life and Jupiter Parks are getting to the end of their useful life and it is time to upgrade which was exciting. She did agree with the Mayor about the regional park and encouraged the consultant to look at the regional parks and ensure they are being fair to Jupiter residents.

### **COUNCILOR MAY -**

- Councilor May said Council had touched on all the items.

### **ADJOURNMENT - 9:03 P.M.**

---

Stephanie Proffer, Deputy Town Clerk  
for Laura Cahill, Town Clerk

**TOWN OF JUPITER**  
**Town Code Purchasing Procedures and Procurement Policy Amendment**



|                |                                                                                                                                                                                                                                                                                 |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE</b>    | March 5, 2024                                                                                                                                                                                                                                                                   |
| <b>TO</b>      | Honorable Mayor and Members of Town Council                                                                                                                                                                                                                                     |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                                                                                                                                                                                                                                                    |
| <b>FROM</b>    | Scott Reynolds, Finance Director                                                                                                                                                                                                                                                |
| <b>SUBJECT</b> | Town Code and Procurement Policy Amendment<br>A. <u>Ordinance No. 09-24, 2nd Reading</u> , Approval of Amendment of Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures.<br>B. <u>Resolution No. 27-24</u> Approval of Amendment of Town Procurement Policy. |

**EXECUTIVE SUMMARY**

Staff seeks approval of Ordinance No. 09-24 which declares the Town Council's intent to amend Town Code Section 2-109 to allow for better management of Town resources through efficient purchasing parameters. The changes allow for the removal of the reference to *electricity payments* and replacement with *utility payments* and provides for identification of purchasing approval level designees. In addition, the changes allow for the removal of lower tier purchasing language for purchases in excess of \$2,500 and less than \$10,000. Further, the changes allow for the removal of the reference to at least three written quotes for purchases of \$10,000 and less than \$25,000.

As a companion document, staff further seeks approval of Resolution No. 27-24 amending the Town Procurement Policy as shown in Exhibit A.

**ANALYSIS**

Working with staff post COVID, management has determined that significant staff resources are being utilized in making numerous attempts to obtain multiple quotes on lower cost tiered items. This process is utilizing significant staff hours, with little to no benefit to the outcome of the procurement. Staff seeks approval of Ordinance No. 09-24 amending Town code Section 2-109 pertaining to the Town's Purchasing Procedures and Resolution No. 27-24 amending the Town Procurement Policy.

**STRATEGIC PRIORITY**

- Fiscal Responsibility

**ATTACHMENTS**

1. Ordinance 09-24
2. Resolution 27-24
3. Exhibit A – Procurement Policy

**FUNDING SOURCE**



N/A

For more information or to request attachments, please contact Scott Reynolds at [scottr@jupiter.fl.us](mailto:scottr@jupiter.fl.us) and/or 561-741-2327.

**ORDINANCE NO. 09-24**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING SUBPART A, OF CHAPTER 2, ARTICLE III, DIVISION 2, SECTION 2-109 OF THE TOWN CODE PERTAINING TO THE TOWN'S PURCHASING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Jupiter, Florida (Town), is a municipal corporation of the state of Florida, operating under the provision of the Florida Constitution, Chapter 166, F.S., and the Town Charter and Code; and

**WHEREAS**, the Town Manager has recommended amendments to Subpart A, of Chapter 2, Article III, Division 2, Section 2-109 Purchasing Procedures; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AS FOLLOWS:**

**Section 1.** The whereas clauses are hereby incorporated as true and correct as the legislative findings of the Town Council.

**Section 2.** Section 2-109 of Article III of Chapter 2 of the Town Code, entitled "Purchasing Procedures", is hereby amended as follows:

**Sec. 2-109. Purchasing procedures.**

- (a) The Town Manager shall prepare rules and regulations pertaining to purchasing procedures that shall apply to all personnel involved in the purchasing process. Such rules and regulations shall be in the form of an administrative order, and shall be effective upon issuance by the Town Manager.

(b) The administrative order shall include, but not be limited to, provisions dealing with purchasing procedures, fiscal controls, dollar limitations on purchasing authority of the various town officials, and exceptions, and shall be subject to modification, amendment or expansion as necessary.

(c) The following approval levels shall apply to all town purchases:

|                         |                                 |
|-------------------------|---------------------------------|
| Over \$50,000.00        | Town Council                    |
| \$10,000.00—\$50,000.00 | Town Manager <u>or designee</u> |
| Under \$10,000.00       | Director <u>or designee</u>     |

(d) Exceptions. Town Council approval is not required for purchases exceeding \$50,000.00 in the following categories:

(1) Periodic payments of principal and interest on town debt.

(2) ~~Electricity~~ Utility payments.

(3) Required payroll-related expenditures.

(4) Progress payments on contracts which have previously been approved by the Town Council.

(e) Real property purchased exclusively for Workforce Housing from the Housing Trust Fund, not to exceed \$75,000.00, may be purchased with the prior approval of the Town Manager.

(f) ~~Purchases in excess of \$2,500.00 but less than \$10,000.00 shall require three verbal quotes, which shall be placed in the quotes section of each purchase order.~~

~~(g)~~(f) Purchases of \$10,000.00 or more but less than \$25,000.01 shall require ~~at least~~ three

written quotes, which shall be on the company letterhead, a copy scanned into the finance folder

with the purchase order, and the original kept on file in the originating department.

**Section 3.** This Ordinance shall take effect immediately upon its execution.

## **RESOLUTION NO. 27-24**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION NO. 60-17, THE TOWN'S PROCUREMENT POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Jupiter, Florida ("Town"), has the powers and home rule authority conferred upon it by Chapter 166, Florida Statutes, and the Florida Constitution; and

**WHEREAS**, the Town Manager has recommended that the Town Council of the Town amend the current Town procurement policy; and

**WHEREAS**, the Town Council directs the Town Manager upon adoption of Resolution No. 27-24 to distribute and make available to all departments and the public; and

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:**

Section 1. The whereas clauses are incorporated herein as the true and correct findings of the Town Council's legislative intent.

Section 2. The Town Manager is authorized and directed to make the revisions to the Town's procurement policy as shown in the attached Exhibit "A".

Section 3. This Resolution shall take effect immediately upon its execution.

# Exhibit A

## Employee Policies and Procedures



### Title: Procurement Policy and Standard Operating Procedures

Document Number – FIN 1.00

#### I. Purpose

To establish legal authority through policies, procedures and guidelines to ~~insure~~ensure that all goods, materials, supplies and/or services (herein after referred to as items) are acquired through a fair and equitable process in the most efficient, effective and economical manner available. Our goal is the economical procurement of items conducted by fair and open competition within applicable Florida Statutes, Town Ordinances and Resolutions.

#### II. Definitions

None applicable

#### III. Scope

This policy shall apply to all employees of the Town of Jupiter.

#### IV. Policy

This policy shall apply to all purchases of the Town. When the purchase of items involves the expenditure of federal assistance, other grant programs, or contract funds, the process shall be conducted in accordance with any mandatory requirements, including applicable federal law and regulations. It is the responsibility of all Town employees involved in the purchasing process to comply with all procedures, guidelines and instructions as set forth in this policy and the provisions of personnel policies 13.17, Conflict of Interest, 13.18 Acceptance of Gifts and 13.19 Vendors. Unless specifically provided otherwise in this policy, the policy of the Town shall be to seek competition where possible in the purchase of materials, equipment and services and to make such purchases at the lowest available net cost to the Town. Provided that the purchase price is fair and reasonable to have such materials delivered when and where required, and consistent with the desired quality of materials, workmanship and/or level of performance. In determining the net cost, the following may be considered: net price, delivery time, availability of service, when significant, comparative cost of operation (i.e., EPA mileage ratings) and previous maintenance experience. Use of recycled or reclaimed products is encouraged when such products are available, of high quality and cost effective. No purchase of items shall be authorized unless adequate funds have been appropriated.

Purchases of items or services determined to be of an emergency nature, or costing less than \$2,500 are exempt from this policy relating to the issuing of a PO prior to purchase. Also exempt are employee reimbursements for clothing, shoes, phones, tools and similar budgeted expenditures for which the Town authorizes allowances as part of the annual

|                                  |                 |                |              |              |
|----------------------------------|-----------------|----------------|--------------|--------------|
| Doc. No: FIN 1.00                | Effective Date: | Revision Date: | Revision No: | Page 1 of 22 |
| Approved Authority: Town Manager |                 |                |              |              |



budget adoption process.

An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential Town services.

If an emergency occurs as defined above, authorization of purchases relating to the emergency must come from the Town Manager or designee.

If authorized, once the emergency situation has cleared or as soon as possible the buyer from within the affected department will prepare a purchase requisition with a justification for the emergency. The requisition must have the approval of the affected ~~department~~ Department head/Director, and be sent to finance. Once the invoice is received it must be acknowledged by the department and forwarded to finance for processing.

Once the emergency situation has cleared the emergency purchase for items not previously negotiated and approved by the Town Council that exceed the \$50,000 threshold will be brought to the attention of the Town Council by the Town Manager or designee.

## V. PROCUREMENT AMOUNTS

The Table below describes the procurement and approval authorities:

| Total Contracted Value                                | Quote/Bid Requirements (Minimum)              | Award Approval                             |
|-------------------------------------------------------|-----------------------------------------------|--------------------------------------------|
| <del>\$0.00</del> — <del>\$2,500</del>                | <del>Single Quote</del>                       | <del>Department Director or Designee</del> |
| <del>\$2,500.01</del> — <del>Less Than</del> \$10,000 | <del>*Three Verbal</del> <u>Single</u> Quotes | Department Director or Designee            |
| \$10,000. <del>01-00</del> - \$25,000                 | Three Written Quotes                          | Town Manager <u>or Designee</u>            |
| \$25,000.01 - <del>\$49,999.99</del> <u>\$50,000</u>  | Competitive Quotes (i.e.DemandStar)           | Town Manager <u>or Designee</u>            |
| \$50,000. <del>00-01</del> - \$100,000                | Competitive Quotes (i.e.DemandStar)           | Town Council                               |
| Over \$100,000                                        | Formal RFP/ <u>RFQ/ITB</u>                    | Town Council                               |

\*Regardless of the purchasing threshold, perform market research to get the Town the lowest and best price.



The originating department will ~~retain~~include the necessary documentation with the purchase request in their files to demonstrate compliance with these procedures. The department will document quotes in their file and fill out a Requisition and add all appropriate information to the purchase order in the ~~MUNIS Financial Management Systems~~. The appropriate information shall consist of; ~~correct~~ legal name, physical address of company, name and title of contact person, fax number and email address, list of items to be purchased and unit prices. Any purchase of items costing more than \$25,000.00 shall require the use of competitive quotes utilizing DemandStar only and the authorization of the Town Manager except where the item qualifies as an exception as provided below. Any purchase of items over \$100,000.00 shall require the use of a formal RFP process utilizing DemandStar (or other online quote service approved by the Town Manager or ~~his/her~~ Designee) and one newspaper advertisement to be placed in a newspaper of general circulation. The Town Manager has the authority to approve all purchases up to \$50,000.00. All contracts for purchases over \$50,000.00 shall be approved by the Town Attorney as to form and legal sufficiency, by the Finance Director, or designee, as to sufficiency of appropriated funds and by the Town Council and attested by the Town Clerk.

In accordance with F.S. 287.017, purchases in excess of \$35,000 must be received as competitive sealed bids, competitive sealed proposals or competitive sealed replies by the Town Clerk. Some exceptions apply as described in the statute.

Certain expenditures, items or services are not appropriate for normal marketplace competition or for products where no competition exists. These will be procured by other means agreed upon in advance as authorized by the ~~town~~ Town manager ~~Manager~~ or ~~his~~ designee. Examples of these items are artistic services, academic programs, lectures by individuals, health care or medical services, real property, utilities, legal services, financing services, services or commodities provided by governmental entities, and proprietary computer software.

Town Council approval is not required for purchases ~~exceeding up to \$5075,000~~ relating to the purchase of real property exclusively for Workforce Housing, ~~which Purchases not to exceed \$75,000,~~ may be purchased with the prior approval of the Town Manager.

## VI. PROCEDURE

### A. Petty Cash

Petty Cash accounts may be established with the approval of the Finance Director or designee, to expedite miscellaneous small purchases. Petty cash ~~can~~ may be used by all departments for facilitating the transaction of Town business, but shall not normally be authorized for purchases in excess of \$100. Petty cash reimbursements greater than \$100 must be approved by the Finance Director or designee.

The use of petty cash is limited to:

- The purchase of items which are not ordinarily on hand in the Town's inventory.



- b. The payment of handling or Cash on Demand (C.O.D.) charges for goods delivered.
- c. Small purchases that must be made from vendors who do not offer the Town a credit account or accept a credit card.
- d. Meals for local seminars, conferences and other business meeting.
- e. Toll receipts and mileage reimbursement.

Petty cash requests must be accompanied by a receipt and approved by the petty cash custodian. Each department which manages a petty cash box must provide the Finance Director or designee with a list of authorized custodians, designating each as primary or alternate custodians. Reimbursement checks will be made payable to the authorized custodian.

## B. Requisitions/Purchase Orders

Purchase Orders should be used for ordering ~~all types of~~ office and operating supplies and services, ~~all~~ furniture, machinery and equipment, including ~~all~~ computer hardware and software, and ~~all~~ parts and/or components for repair, replacement, expansion or improvements to existing capital assets. In those instances where a vendor will not accept a Town purchase order as a commitment from the Town, the Town credit card may be used under the terms and conditions contained within these guidelines. The originating department will be responsible for completely and accurately preparing the requisition. The originating department, or alternatively, the Finance Department will generate the purchase order once the requisition has been approved online by the appropriate ~~department~~ Department director Director or ~~their~~ designee and the Finance Director or ~~their~~ designee.

In those instances where one department has been assigned responsibility for a specific area of purchases for the entire organization, such as telecommunication services (Information Systems) or vehicle repairs and maintenance (Engineering and Public Works), the requirement that the affected officers must authorize the purchase order shall not apply. Only the Department Director who retains overall responsibility shall be required to approve the requisition. All requisitions require the approval of the Finance Director or ~~their~~ designee and the Department Director or designee regardless of the amount. All requisitions ~~in excess of~~ \$10,000 or greater shall ~~also~~ require the approval of the Town Manager or designee.

All requisitions in excess of \$50,000 require the approval of Town Council, exceptions are requisitions resulting from change orders to engineering or construction contracts that were previously approved by the Town Council and have the approval of the Town Manager or designee.

## C. Blanket Purchases (Contracts)

Blanket purchases or recurring purchase Contracts are for small purchases where it is not practical or efficient to issue regular purchase orders. Planned purchase-s of tools, supplies, office supplies, repair items, etc. should be purchased by a regular purchase order. ~~Monthly purchases may not exceed \$3,000 (\$36,000 annually) monthly per vendor.~~ Blanket purchases or recurring purchase Contracts shall ~~not be authorized for more than \$3,000 per month and shall~~ not be used for single or large purchases unless pre-authorized by the Finance Director or designee.





At least monthly, the department will receipt the blanket purchases from the month and submit all invoices approved by the ~~department~~ Department Director or Designee in electronic format into the appropriate electronic folder. Once the approved blanket purchases are submitted electronically and reviewed and approved by the Finance Department they will be processed for payment.

#### D. Change Order

Change Orders can be executed by the Department Director or designee provided the related costs are within the Town Council approved contract and budget amounts. Change Orders exceeding those levels that also exceed the spending limits outlined in this policy, must secure the required approvals outlined in this policy.

#### E. Credit Card Purchases

All purchases made with Town credit cards must be made in accordance and in compliance with all other procedures provided for in this policy and must be pre-authorized by the Department Director or designee. The credit cards are a payment mechanism not a procurement mechanism. ~~however, credit cards may be utilized for incidental purchases for less than \$250 and not more than \$2,500 per month from a single vendor during the month without incurring prior specific approval.~~

The Finance Director or designee shall be responsible for obtaining all Town credit cards. The Finance Director or designee may assign credit cards to ~~Department Directors~~ Directors and other Town staff, as requested by Department Directors. Prior to issuance of a Town credit card, Town staff must complete a Request Credit Card form and a Cardholder's Agreement.

- The department utilizing the card is responsible ~~for to~~
1. Ensure compliance with this Procurement Policy
  2. Ensure that Florida sales tax is not charged or paid
  3. Provide the following to the Finance Department with the monthly credit card billing as supporting documentation for payment within the timeframe allowed by the Finance Department
    - a. Pre-authorization form signed by the appropriate Department Director or designee
    - b. providing The reason for the purchase
    - c. Detailed or itemized invoices (receipts) or other acceptable documentation

~~signed by the appropriate Department Director or their designee to the Finance Department with the monthly credit card billing as supporting documentation for payment within the timeframe allowed by the Finance Department. All invoices (receipts) shall be coded with the account number to be charged.~~

## VII. COMPETITIVE QUOTE



The Competitive Quote shall be required for each purchase in excess of \$25,000 and ~~less not more~~ than \$100,000, unless otherwise provided in this section. The Town Manager or ~~his/her~~ designee is authorized to establish bidding procedures and bid specifications.

Purchases which use the competitive quote shall be awarded to the bidder providing the lowest and best price that is consistent with the desired quality of materials, physical convenience/distance, workmanship and/or level of performance, subject to the right of the Town to reject any and all bids/proposals unless in conflict with federal/state awards.

Advertising for quotes shall be uploaded to DemandStar and/or other online quote services approved by the Town Manager. Prospective bidders desiring to download the bid documents from [www.demandstar.com](http://www.demandstar.com) may do so for a de minimis fee by calling 1-800-711-1712 and signing up as a free agency subscription for the Town of Jupiter. Prospective bidders may also purchase hard copies of the bid documents from demandstar.com for a non-refundable fee paid to DemandStar. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals. (~~LAP/FDOT bid/proposal requires a 30 day advertisement.~~)

- a. Cancellation of Quotes should be sent by addendum to DemandStar or quote service.
- b. A Notice of Award memo shall be sent when sending the notification to the lowest most responsive qualified bidder from the Department, to inform the vendor of their award. A notice of Unsuccessful Bidder memo shall be sent out to all vendors that sent in quotes.

## VIII. COMPETITIVE BIDDING AND SELECTION PROCESS

The Competitive Bidding and Selection Process shall be required for each purchase in excess of \$100,000 unless otherwise provided in this section. Unless the Town Manager instructs otherwise, the head of the department responsible for a particular project shall serve as the ~~procurement~~ Procurement officer-Officer for the duration of the project and may delegate the authority as the ~~P~~ procurement officer-Officer to ~~their~~ designees. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals. (~~LAP/FDOT bid/proposal requires a 30 day advertisement.~~)

### A. Competitive Bidding Rules and Requirements

1. All purchases shall use the competitive process based on the guidelines set forth herein, except as otherwise provided.
2. Procurement procedures shall be consistent with all applicable federal, state and local statutes and laws, and all contractual obligations with other governmental agencies.
3. The purchasing guidelines herein established are minimum requirements which do not restrict those authorized to make purchases for the Town to go beyond these requirements.
4. The purchasing guidelines shall also apply to leases, excluding real estate property, where the total amount of the lease payment shall be construed as the total purchase



amount.

5. No purchase involving amounts in excess of the competitive process limits set forth herein shall be split into parts for the purpose of avoiding the provisions of these guidelines.
6. Purchases which use the competitive process shall be awarded to the lowest most responsive qualified bidder, subject to the right of the Town to reject any and all bids/proposals. The Town reserves the right to reject the bid of a bidder who has previously failed to perform properly or deliver on time work or products of a similar nature. The bid may be awarded in whole or in part. However, the selection committee is expected to consider longevity, delivery time, service cost, reliability and amount of Town labor associated with the purchase when making their recommendation for award.
7. Bids/proposals received and clocked in after the hour and date specified in the bid/proposal form will not be opened. These bids/proposals shall be returned unopened to the vendor.
8. Criteria for determining the lowest most responsive qualified bidder in addition to the proposed cost will include:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
  - b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - d. The quality of performance on previous contracts or services with the Town and with other entities.
  - e. The previous and existing compliance by the bidder with laws, ordinances and licensing relating to the contract or service.
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
  - g. The quality, availability and adaptability of the supplier, or contractual services to the particular use required.
  - h. The number and scope of conditions attached to the bid.
  - i. The life cycle cost of the products or related life cycle cost of energy efficient products or components being supplied, furnished or installed for the Town and if identified as a criteria in the ITB, RFP, or RFQ.
  - j. The distance and convenience of accessing any bidder unless in conflict with federal/state awards.
9. In the event that two or more bidders are tied for lowest most responsive qualified bidder, a closer proximity vendor will be given the tiebreaker advantage unless in conflict with federal/state guidelines.
10. When the award is not given to the low responsive bidder, a statement for placing the order elsewhere shall be prepared and made part of the record when bids/proposals are taken by formal method.



11. Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039 all persons who respond to competitive solicitations are under the "Cone of Silence" as of the deadline to submit the proposal, bid, or other response to the competitive solicitation and until the appropriate authority has approved an award recommendation, rejected bids, or taken otherwise action. This limits and requires documentation of communications between staff, elected officials or selection committee members and bidders of Town competitive solicitations. Staff will provide notice to all elected officials when a competitive solicitation requires compliance with the "Cone of Silence" regulations. If the County makes any changes to the "Cone of Silence" requirements, such changes will be forwarded to all Town elected officials.
12. The Office of Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of competitively awarded contracts in accordance with Article XII, Section 2-241 – 2-452 of the Palm Beach County Code.
13. The additional advertising requirements below are required by Florida Statute 255.0525(2) for construction projects.

Advertising for competitive bids/proposals for a construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least twenty-one (21) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. Advertising for competitive bids/proposals for a construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals advertisement. In addition to newspaper advertisement, the project may also be advertised by posting a notice in a conspicuous location in Town Hall or by posting the bid documents to DemandStar.com. When using Demandstar.com, complete bid documents, including plans and specifications, must be uploaded.

14. All Plan Holders of Record (all prospective bidders who have obtained bid documents) will be notified through Demandstar, by addendum, of any changes made to the bid documents. Written or electronic notification of cancellation of Bids/Proposals shall be provided to all plan holders of record within ten (10) days of Town's decision to cancel bids.

15. Cancellation of Bids/Proposals should be sent by addendum to DemandStar.

15-16. The Notice of Intent to Award Memo will be sent to the apparent-low/lowest most responsive qualified bidder from the awarding Department, to inform the bidder of the recommendation for award. Written notice of recommendation for contract award to the Successful successful Bidder-bidder shall be provided to all Unsuccessful unsuccessful Bidders-bidders by the Department responsible for the project by sending a Unsuccessful Bidder Memo and returning the bid bond (if applicable).



~~16-17.~~ Bid tabulation results must be uploaded to DemandStar within twenty-four (24) hours of the Bid Opening.

## B. Competitive Selection

The Town Council may, by affirmative vote of a majority of council members present and voting, acquire goods, services and construct public projects through a competitive selection process rather than through the competitive bidding process provided in subsection (A) of this section, by utilizing the procedure set forth in this subsection. Each solicitation will include the Towns Standard Policies and Standard Specifications as may be amended by the Town Attorney or Town Manager.

~~1.~~ For those services governed by F.S. 287.055, the Consultants Competitive Negotiation Act ("~~CCNA~~"), which include acquisition of professional architectural, professional engineering, landscape architectural, ~~and land~~ surveying and mapping services, the procedures provided in the CCNA shall be followed if the estimated cost exceeds the threshold amounts established by FS 287.017 for Planning; Level 2 (\$35,000) and Construction Costs; Level 5 (\$325,000).

### Consultants' Competitive Contracts

A contract for professional services is entered into in accordance with Section 287.055 Florida Statute (CCNA) between the Town and the firm to provide continuing professional services. Consulting contracts shall have a termination date, a termination clause and a total maximum amount that may not be exceeded. After the termination date, the contract may be extended with authorization from the Town Manager or Town Council depending on estimated value and procurement authority.

Where more than one consulting contract for the same service is in place, the department will utilize the firms on a rotation basis unless:

1. A particular firm performed the initial work; or
2. A particular firm has a specific expertise that is necessary to perform the identified task.
3. The Department cannot negotiate a fair and reasonable scope and fee for the task work order.

For all other competitive selection process purchases, including, but not limited to, the selection of consultants (not governed by CCNA), contractors, and construction managers, the following procedures shall apply:

1. A request for proposals ("RFP") or Request for Qualifications ("RFQ") will be prepared and distributed;
2. Each RFP or RFQ shall identify the appropriate evaluation procedures and criteria to be applied to the selection of the best proposal among all respondents. The Procurement Officer or ~~their~~ designee shall establish the evaluation criteria;



3. Selection Committees must be made up of 3-5 members approved by Town Manager or designee, with 1 member ~~has to be~~ at the Director level. Individuals with potential conflicts of interest should not be nominated. Project Managers are responsible for ensuring that Selection Committee members have been given the proposals in advance for their review. Selection Committee members will document and sign their results on the RFP Tabulation sheet. The Selection Committee will make selections based on the required evaluation criteria. All Selection Committee meetings must provide reasonable public notice of all such meetings and minutes shall be taken.
4. The Selection Committee shall rank the top 3 proposals prior to commencement of negotiations. The Town Manager or ~~his/her~~ designee may commence negotiations with the top ranked firm to negotiate a tentative agreement, subject to award by the Town Council; Sand should the Town be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The Town shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Town must terminate negotiations. The Town shall then undertake negotiations with the third most qualified firm. Should the Town be unable to negotiate a satisfactory contract with any of the selected firms, the Town shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.
5. The Town of Jupiter reserves the right to accept or reject any and all procurement responses and to waive any technicalities or irregularities therein. Town of Jupiter further reserves the right to award the contract to that proposer whose proposal best complies with the proposed specifications and will best further the interest of the Town or to postpone or cancel the RFP/ITB/RFQ and re-advertise in the future.
6. Final approval of the awards will be made by the Town Council for all awards in excess of \$50,000.

#### DC. ~~Consultants' Competitive Contracts~~

- ~~1. A contract for professional services is entered into in accordance with Section 287.055 Florida Statute (GCNA) between the Town and the firm to provide continuing professional services. Consulting contracts shall have a termination date, a termination clause and a total maximum amount that may not be exceeded. After the termination date, the contract may be extended with authorization from the Town Manager or Town Council depending on estimated value and procurement authority.~~
- ~~2. Where more than one consulting contract for the same service is in place, the department will utilize the firms on a rotation basis unless:~~
  - ~~a. A particular firm performed the initial work; or~~
  - ~~b. A particular firm has a specific expertise that is necessary to perform the identified task.~~
  - ~~c. The Department cannot negotiate a fair and reasonable scope and fee for the task work order.~~

#### Auditing Services

For the procurement of annual auditing services the Town will comply with the competitive



solicitation process described in F.S. 218.391

#### E. Sole Bidder

When invitations to bid result in only one bid being received, action on the bid shall not be taken until the Town Manager or designee has reviewed the bid to determine and justify the basis for determining one or more of the following:

1. The award to the sole bidder is reasonable as a sole source purchase and it is not practical to rebid or re-quote;
2. The bid should be awarded to the sole bidder because the bid price can be determined to be a competitive, fair and reasonable price; or
3. There is sufficient reason to believe that a rebid of the item will not generate additional competitive bids/proposals.

#### F. Waiver of Competitive Bidding Process

1. If an emergency exists which makes it necessary to make purchases or obtain services due to immediate danger to the public health or safety, loss of public or private property, or an interruption in the delivery of an essential governmental service, as determined by the Town Manager or designee, the following procedures shall apply:

- a. The Town Manager or designee shall issue a purchase order or contract for such purchases or services as required to mitigate the emergency situation or condition. If such purchase order or contract exceeds the approval authority of the Town Manager, it shall be reported to the Town Council no later than the next regular Town Council meeting as soon as is reasonably possible.

- b. In all cases, when purchases have been made under the authority granted above, the responsible department shall submit a report to the Town Manager documenting the nature, circumstances and declaration of the emergency and the necessity of the purchases.

2. ~~If a~~ contract previously awarded by the Town Council that, includes provisions for extensions, may be renewed under the vendor extends the prices, terms, and conditions, and quantities included within the terms of the original contract. a bid previously awarded by the Town Council and if the offer is accepted within one year from the original date of the acceptance and the quantities to be purchased do not exceed the original quantity awarded.

2.3. In lieu of bidding procedures, the Town may utilize a process commonly known as "piggybacking" to realize the benefits of volume purchases, reduced administrative expenses and time when procuring similar goods. Piggybacking refers to the use of competitive Bids or RFP's obtained by other governmental entities and cooperatives. In accordance with authority granted by Chapter 287 F.S., the Town may utilize a competitive Bid or RFP solicited by any other municipal, county, state or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public but only if all the following requirements are met:



- a. The contract is "piggybackable;" if:
  - i. it includes an *assignability* clause that allows for the assignment of all or part of the specified deliverable items;<sup>1</sup> and,
  - ii. the specific items and quantities to be ordered were included in the original bid and evaluated as part of the contract award decision;<sup>2</sup> and,
  - iii. the original contract ~~is has less than two years old~~ not expired, or, if the initial term has passed, the contract has been extended or renewed.
- b. ***Note: Piggybacking is not permissible when the action would call for a substitution of goods or an increase in quantities and dollar thresholds that were not originally bid on and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement sometimes referred to as a "tag-on." Piggybacking shall not be used as a starting point for negotiations.***
- c. The piggybackable contract was publicly advertised, issued and awarded by a bona-fide governmental agency.
- ~~c. The vendor consents to the piggybacking and executes a separate agreement with the Town which confirms that the same prices, terms and conditions granted to the original contracting agency will be granted to the Town. A copy of the executed agreement is attached to the request for purchase order.~~
- d. Where the procurement requires approval by the Town Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of all documents required above will be attached to the agenda item.
- e. Due to the specific nature of service contracts, piggybacking is not authorized for the procurement of professional services.
- ~~f. A complete copy of the contract, including all extensions, should be included with the purchase request.~~ **Piggybacking Documentation Requirements:**
  - ~~The following documentation is the minimum requirements to use another political entity's awarded contract and must be attached to the applicable requisition:~~
    - 1) Contracts from other Political Entities
      - a) Provide the following: Complete copy of the original solicitation.
      - b) Tabulation of all solicitation responses.
      - c) Copy of the award letter/memo/agenda item by the political entity to the awarded vendor
      - d) Complete copy of the vendor's proposal
      - e)f) Copy of letter from political entity and vendor agreeing to the Town to





~~piggyback the contract.~~

### 3.4. Cooperative Purchasing

The Town may participate in, sponsor or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more governmental bodies.

#### G. Sole Source

1. A sole source procurement is the acquisition of goods and services that for all practical purposes can only be obtained from a single vendor, usually because of limiting technology, technological compatibility with existing systems, parts manufactured by the original equipment manufacturer, ~~loss of warranty~~ or other unique qualities of the goods or services that preclude a competitor's price comparison. Sole source procurement determination must be reviewed ~~bi-annually~~ ~~ennially~~ for each item. For a commodity or services to be deemed as sole source procurement, the department must have the appropriate documentation proving at least one of the following:
  - a. No other source can meet the Town's requirements.
  - b. A different brand, make or specifications would be incompatible with currently owned equipment.
2. Sole Source Procurement written justifications must be included in the packet going to the Town Manager and or Town Council per the procurement amount. These include a patent number or a letter from the manufacturer on the company's letterhead.

#### H. Payment and Performance Bonds

1. When a construction project is established to be Two Hundred Thousand Dollars (\$200,000.00) or less it may be exempt from payment and performance bonds at the discretion of the Department Director issuing the contract.
2. When a construction project is expected to exceed Two Hundred Thousand Dollars (\$200,000.00), payment and performance bonds shall be required. The conditions of the payment and performance bonds shall be set forth in the Town's standard contract. Approval of such bonds is subject to compliance with the written standards for sureties developed by the Town.
3. All bonds shall be written by a surety with no less than an "A" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's listing of Approved Sureties and bonds and must be written within the treasury's underwriting limitation.

### IX. GREEN PROCUREMENT

#### A. Purpose



The Town of Jupiter recognizes its responsibility to minimize negative impacts on the environment while promoting a healthy community and sustainable economy. The purpose of these guidelines is to provide information, and resources to assist in the selection of materials, products or services that strengthen the Town's commitment to environmental, economic and community sustainability, but will not result in increased costs or expenditures.

While it is the preference of the Town to utilize "Green" products, items purchased must be cost effective, within the budgeted allowance and meet minimum safety requirements.

## B. Best Practices

- a. Purchase durable and reusable goods
  - i. Use life cycle analysis to determine the best long-term value
    1. Consider durability & repair ability of products
    2. Invest in products with extended warranties
    3. Conduct routine maintenance
    4. Eliminate single use items such as non-rechargeable batteries
- b. Specify product and packaging take-back
  - i. Utilize vendors who offer an Extended Product Responsibility (EPR) program, especially take-back, recycle, and disposal programs to ensure equipment and products are disposed of properly without added cost.
- c. Buy goods in bulk or concentrated form
  - i. Be careful to estimate demand properly. Purchasing more than is needed, can create excess waste.
- d. Know what you are purchasing. Select products with environmentally friendly standards whenever possible and cost effective.
- e. Utilize locally produced materials and supplies when possible and cost effective.
- f. Procure remanufactured goods and use refurbishing services (when practical).  
~~a. Toner cartridges, computer upgrades, carpet repairs and furniture refurbishment.~~
- g. Purchase goods containing fewer toxic compounds
  - i. Printing ink low in volatile organic compounds (VOC).
  - ii. Chrome and chlorine free cleaning supplies.
- h. Reduction of paper use
  - i. Purchase office equipment that has duplex capability.
  - ii. Maximize use of electronic application processing, review and storage of data.
  - iii. Electronic placement of orders whenever possible.

## C. Guidelines

This Purchasing Policy highlights environmental and economic impacts to consider when selecting products. These and other considerations do not necessarily include or exclude products or services, but should be factored in to ensure informed purchasing decisions.

- a. Whenever possible and cost effective, employees shall purchase recycled and environmentally friendly products.
- b. Whenever possible and cost effective, the Town shall purchase fuel efficient vehicles. When considering this option, the Town shall consider emergency response needs as well as staff safety.



- c. Whenever possible, and cost effective, the Town will attempt to purchase paper products with a minimum 33% post-consumer recycled content, including but not limited to, copier and printer paper and other office paper products. Additionally, the Town ~~also~~ desires to purchase other paper products with recycled content wherever possible.
- d. When purchasing printed materials, the Town shall specify that the product be produced on recycled paper stock, and/or a recycled paper stock option whenever possible and cost effective.
- e. Whenever possible, and cost effective, the recycled option shall be selected over any non-recycled stock. Additionally, if available and cost effective, the Town will request the use of environmentally friendly ink, such as ~~s soybean soy~~-based inks.
- f. Whenever possible, and cost effective, the Town will specify the use of non-paper products with recycled content to be utilized for applications. Such requests may include the purchase of building materials with recycled content as may be appropriate.
- g. The Town shall make every effort to purchase products that have minimal deleterious effects on the environment, in terms of toxicity, biodegradability, impacts on pollution of the air and water supply. This shall include minimizing the purchase of items that emit harmful chemicals such as formaldehyde or methane.
- h. Whenever possible, and cost effective, the Town will purchase energy efficient fixtures and equipment for use by employees. The Town may utilize a value analysis process to determine which product or products provide the Town with the lowest overall cost of operation over the life of the product, and award may be made to the product that produces the lowest overall life cycle cost over the course of the product life.
- i. When purchasing electrical appliances, the Town shall purchase, whenever available and cost effective, products that are certified as being "Energy Star" compliant through the Federal Energy Star program. This shall include the purchase of computer equipment and monitors.
- j. The Town shall promote its use of recycled and other environmentally preferable products by publicizing its sustainable procurement program. Materials produced for advertising, conferences, press releases, and other communications with clients and citizens shall emphasize The Town's commitment to environmental and community stewardship.

#### D. Exemptions

These guidelines are intended as a general guide to assist employees in the selection of products for purchase on behalf of The Town. It does not require the purchase of products that do not perform adequately or products that are not available at a competitive price.

#### E. Summary



The goal of this recommendation is to ensure environmental impacts of our purchasing decisions are minimized or eliminated by obtaining goods and services from manufacturers and vendors who share the Town's commitment to the environment, the community and the local economy.

## X. CONTRACT ADMINISTRATION

Following quote, bid, or proposal award or approval by the Department Director or designee, Town Manager or designee, or Town Council, Town staff may enter into a contract agreement with a vendor. The goal of *contract administration* is to ensure the vendor performs according to the terms of the contract and that both parties (e.g., the vendor and the Town of Jupiter) properly discharge their responsibilities. Contracts, except for real estate contracts, are to be signed by the Mayor, Town Manager or ~~their~~ designee, or department Department head-Director or designee, based on the following criteria:

- Contracts ~~below-under~~ \$10,000 Department Director or designee
- Contracts \$10,000 ~~04 to \$50,000 and above by the~~ Town Manager or designee
- Contracts over \$50,000 ~~or more will be signed by the~~ Mayor after an affirmative vote of the Town Council.

### A. Role of Contract Administrator

For purposes of this policy and procedure manual, the procurement professional primarily responsible for administering and managing contracts within a Town Department procuring services is the Contract Administrator. The Contract Administrator is responsible for the following:

- a. Announcing new contracts to all applicable users of the contract.
- b. Managing contracts, including renewing multi-year agreements as appropriate.
- c. Documenting all actions taken regarding contracts and maintain such documentation as part of official contract files.
- d. Closing out contract files.

### B. Contract Amendments

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address, or they can be substantial changes that affect the price and delivery. All *contract amendments* must occur in writing.

### C. Price Increases

After contract award, a vendor's request to increase prices pursuant to the contract must be in writing and addressed to the Administering administering Departmentdepartment. The vendor's request must contain all of the information and documentation called for in the



contract. The Contract Administrator ~~or designee~~ will respond to any such request within 30 days or as otherwise required by the contract.

Price increases are subject to the same approval thresholds as outlined in Section ~~III-V~~ of ~~the Town's Purchasing procedures~~ this document.

#### D. Prompt Payments

The Contract Administrator is responsible for timely payment for non-construction services or construction services in accordance with F.S. 218.73 and 218.735, respectively.

#### E. Contract Renewals

If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.

#### F. Contract Extensions

Contract extension generally refers to the continuation of a contract outside of the contract renewal process. All contract extensions must occur in writing and require the vendor's consent.

#### G. Termination for Convenience

A Town's contract may include a *termination for convenience provision*. A *termination for convenience* (no-fault termination) allows the Town to terminate any contract, in whole or in part, at any time at its sole discretion, if it is determined that such termination is in the best interest of the Town. The Town must use caution in determining whether to exercise the right to terminate for convenience before establishing a new source of supply.

A written recommendation for *termination for convenience* must have Department Director approval.

#### H. Non-appropriation Clause

It will be understood that each contract with the Town of Jupiter **must** contain language pertaining to non-appropriation of funds. It will be understood that if funding is not approved or a reduction in funds occur, the Town reserves the right to reduce the item identification, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the Town due to the reduction or non-appropriation action.

#### I. Default and Termination

A contract may be *terminated for default* when the Town concludes that the vendor fails to perform, make progress, or in any way breached the contract. It should be noted that the Town is not required to terminate a contract even though the circumstances permit



such action. The Town may determine that it is in its best interest to pursue other alternatives, for example, extending the delivery/completion date and allowing the vendor to continue working, or working with the vendor's surety to complete the outstanding work. Although the Contract Administrator is generally encouraged to resolve performance issues through dispute resolution, the seriousness of the non-performance issue may warrant the immediate issuance of a default notice. Termination for default should be used as a last resort and not as punishment. The purpose of a termination for default is essentially to protect the interests of the Town while obtaining the necessary goods or services.

A written recommendation for termination for default must have ~~department~~ Department director Director approval.

#### J. Termination Justification

To formally terminate the contract, the Contract Administrator or designee shall issue a *notice of termination* to the vendor. The *notice of termination* shall contain the following:

- a. The contract number and date of contract
- b. The effective date of the termination
- c. Reference to the clause under which the contract is being terminated
- d. A concise, accurate statement of the facts justifying the termination.
- e. A statement that the goods, equipment or services being terminated may be re-procured and that the vendor will be held liable for any excess repurchasing costs.
- f. A statement regarding any other claim for payment of damages by the vendor to the Town.

#### K. Bid Protest

- a. Right to protest. Any actual bidder, proposer, offeror, or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other procurement solicitation may protest such procurement.
- b. Procedure. A protest must be in writing and shall state the reason for the protest. It shall be submitted to the Department Director within 72 hours of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. All protests must be accompanied by a bid protest fee equal to 1% of the lowest proposed bid. If bid protest is upheld, such bid protest fee will be returned to protesting party. The Department Director shall review such protest and shall issue a written decision as soon as practicable after such review is completed. The decision of the Department Director may be appealed in writing to the Town Council within seven (7) calendar days excluding Saturdays, Sundays and state holidays after the date of the procurement



official's written decision. The decision of the Town Council shall be final. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

- c. Stay of procurement during protest. Procurement which is the subject of a timely protest shall be stayed until a final decision by the Town Council regarding such protest has been made. The Department Director shall not proceed further with the invitation to bid, request for proposals or other procurement solicitation which is the subject of the protest until all administrative remedies have been exhausted and a final decision by the Town Council has been rendered.

#### L. Debarment/Suspension

The Town Manager may debar or suspend a person or entity from participation in Town procurement for cause. The debarment shall be for a period of not more than three years. Causes for debarment include:

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town contractor;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids/proposals;
- d. Violation of contract provisions, described below, of a character which is regarded by the procurement official to be so serious as to justify debarment action;
- e. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- f. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis for debarment;
- g. Violation of the ethical standards contained in this or any other Town policy;
- h. Debarment by another governmental entity for any cause listed in this policy; and
- i. Any other cause the Town Manager determines to be as serious and compelling as to affect responsibility as a Town contractor.



#### M. Decision to Suspend or Debar

A decision to suspend or debar shall be made after consultation with the Town Attorney. The Department Director shall issue a written decision of suspension or debarment to the person involved. The decision shall state the reasons for the action taken and inform the person involved of the person's rights concerning administrative or judicial review of such suspension or debarment. A copy of the decision shall be mailed or otherwise delivered immediately to the person suspended or debarred.

#### N. Finality of Decision

A decision to suspend or debar shall be final and conclusive, unless the person suspended or debarred files a written notice of appeal to the Town Council within ten days after receipt of the procurement official's decision. If an appeal is taken, the decision of the Town Council shall be deemed final and conclusive. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

#### ~~O. Renewable Contracts,~~

~~If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.~~

#### O. Sales Tax Exemption

- a. The Town of Jupiter is exempt from paying State Sales Tax in Florida. All employees who purchase goods or services on behalf of the Town shall supply each vendor with a copy of the Town's tax exemption certificate to avoid being assessed State Sales Tax. No employee shall be reimbursed for the payment of State Sales tax except for travel outside of the State of Florida and nominal purchases made on behalf of the town.
- b. The Sales Tax exemption privilege is for the purchase of goods and exclusively for the use of the Town of Jupiter. Under no circumstances shall an employee attempt to purchase goods or supplies for personal use using the Town's tax exemption number.

#### P. Surplus Property Disposal

- a. Department Director or designee, declares an item to be surplus to their department.
- b. The Department Director shall dispose in the following order of precedence:
  - i. Where appropriate offer item to other Town of Jupiter departments.
  - ii. Seek to have one of the Town approved surplus vendors take the item for proper sale or disposal. If a surplus vendor will not take the item,





then the Department Director or designee shall donate, recycle or discard, as appropriate. Any funds received in excess of costs needed for the disposal of the item will go back to the fund balance of the original procurement.

- iii. No scavenging of surplus or discarded items by Town employees will be allowed.
- iv. An asset disposal/transfer form must be completed and signed by the appropriate Director for any capital asset that is being disposed of. Once signed, the form will be forwarded to the Finance Department for processing of the records relating to the asset disposal.

#### Q. Chapter 119 FS - Request for Public Records Contract Language:

The following language shall be inserted in all contracts for service with the Town:

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- c. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- d. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

#### R. E-Verify Registration and Use Contract Language,

- a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- b. Subcontractors
  - i. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - ii. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.



- iii. Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- 4.d. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, townclerk@jupiter.fl.us or 210 Military Trail, Jupiter, FL 33458. (telephone number, e-mail address, and mailing address):

**TOWN OF JUPITER**  
**Resolution 32-24, Town of Jupiter Authorization to Terminate the Bioscience Land Protection Advisory Board and Interlocal Agreement**



|                |                                                                                                                                                                                                                                                                  |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE</b>    | March 5, 2024                                                                                                                                                                                                                                                    |
| <b>TO</b>      | Honorable Mayor and Members of Town Council                                                                                                                                                                                                                      |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                                                                                                                                                                                                                                     |
| <b>FROM</b>    | John Sickler, Director of Planning and Zoning                                                                                                                                                                                                                    |
| <b>SUBJECT</b> | <b>Termination of the Bioscience Land Protection Advisory Board (BLPAB)</b> – Authorization by the Town Council to terminate the BLPAB and related interlocal agreement with Lake Park, Mangonia Park, Riviera Beach, Palm Beach Gardens, and Palm Beach County. |

**EXECUTIVE SUMMARY**

Consideration of a request by Palm Beach County to agree to the termination of the Bioscience Land Protection Advisory Board (BLPAB) and the interlocal agreement (ILA) that created the Board (Resolution #32-24, attached).

On January 22, 2024, the BLPAB voted to sunset the agreement. On January 23, 2024, the Palm Beach County Board of County Commissioners voted unanimously to direct its staff to begin the process of sunsetting the BLPAB. An amendment to the interlocal agreement that created the BLPAB was proposed in order to terminate the ILA. The County has requested that each signee of the original agreement (Jupiter, Lake Park, Mangonia Park, Riviera Beach, Palm Beach Gardens and Palm Beach County) approve and execute an amendment to terminate the BLPAB retroactively to January 22, 2024, and to return the executed amendment to the County for its final approval and execution (see Attachment A).

**BACKGROUND**

The BLPAB was created in 2006 through an interlocal agreement between the County and municipalities listed above in order to encourage bioscience uses and protect lands to allow for potential future development of bioscience research and related uses expected to be attracted to the region due to the location of Scripps at Florida Atlantic University's Jupiter Campus. The BLPAB was initially intended to sunset in 2016. In 2016, the ILA was amended to add 10 years, bringing the termination date to 2026. The current amendment simply advances the termination date forward from 2026 to 2024.

**ANALYSIS**

Termination of the BLPAB does not eliminate the Town's ability to maintain its protection of bioscience lands and uses as currently required in the Comprehensive Plan and the Future Land Use Map. It merely removes the added layer of review by the BLPAB when proposed land use amendments are requested on properties within the Bioscience Protection Overlay that may result in allowing uses that would compete with bioscience uses (e.g. retail and residential). The requirement to notify the other ILA members of proposed amendments to

lands within the Town's Bioscience Protection Overlay is also removed with the termination of the ILA.

The Town's Comprehensive Plan include policies encouraging protection of certain lands in Town for potential Bioscience uses (Attachment B). One of these policies (Policy 1.17.9) will require amending or removal due to elimination of the BLPAB as shown in red and underlined in Attachment B. In the interest of using Town Council and staff time and resources efficiently, staff will come back to the Town Council at a time when the Comprehensive Plan is being amended for other purposes in order to amend Policy 1.17.9 as a housekeeping item. The intention is to retain the other bioscience related policies and protections as is, including the supermajority requirement for converting bioscience lands to other non-related uses (Policy 1.17.8), unless Town Council gives direction for additional changes. One future change the Town Council may consider is to broaden some of the bioscience encouragement and protection policies to support retention of lands for future corporate headquarters use, and discourage these lands from being converted to retail commercial, residential, or other uses not conducive to bioscience or corporate headquarters. If it is Town Council's desire to add corporate headquarters, direction should be provided to staff or a roundtable can be scheduled for further discussion.

#### **STRATEGIC PRIORITY**

- Manage Growth

#### **ATTACHMENTS**

1. Resolution 32-24
2. Attachment A -BLPAB sunset letter and ILA 2nd amendment
3. Attachment B. Comp Plan policies

#### **FUNDING SOURCE**

\*Funding is not necessary for this request.

For more information or to request attachments, please contact Martin Schneider at [martins@jupiter.fl.us](mailto:martins@jupiter.fl.us) and/or 561-741-2290.

# RESOLUTION NO. 32-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER, PALM BEACH COUNTY, THE MUNICIPALITIES OF LAKE PARK, MANGONIA PARK, PALM BEACH GARDENS AND RIVIERA BEACH THAT CREATED THE BIOSCIENCE LAND PROTECTION ADVISORY BOARD; PROVIDING FOR TERMINATION OF THE BIOSCIENCE LAND PROTECTION ADVISORY BOARD RETROACTIVE TO JANUARY 22, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Jupiter, Florida (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Section 163.01, F.S. permits local governments to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage by providing services and facilities that will be mutually beneficial to the local communities; and

**WHEREAS**, the municipalities of Jupiter, Lake Park, Mangonia Park, Riviera Beach, and Palm Beach Gardens (the Municipalities) and Palm Beach County (the County) have previously entered into an Interlocal Agreement which among other things established the Bioscience Land Protection Advisory Board (BLPAB); and

1           **WHEREAS**, Section 5. A of the Interlocal Agreement provides that the  
2 BLPAB shall be constituted and exist until March 14, 2016, but may be extended  
3 by mutual agreement of the parties; and

4           **WHEREAS**, Municipalities and the County determined it was in the best  
5 interests of the Municipalities and the County to extend the term of the Interlocal  
6 Agreement and BLPAB for an additional 10 years; and

7           **WHEREAS**, the term of the Interlocal Agreement was effectively extended  
8 to March 14, 2026; and

9           **WHEREAS**, on January 22, 2024, the BLPAB held a meeting and voted  
10 unanimously to sunset said board and terminate said Interlocal Agreement; and

11           **WHEREAS**, the Town Manager recommends that the Town Council enter  
12 into the Second Amendment to the Interlocal Agreement to terminate said  
13 Interlocal Agreement and the existence of the BLPAB retroactive to January 22,  
14 2024.

15           **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF**  
16 **THE TOWN OF JUPITER:**

17           **SECTION 1.** The whereas clauses are true and correct and are  
18 incorporated herein.

19           **SECTION 2.** The Mayor is hereby directed and authorized to execute the  
20 Second Amendment to the Interlocal Agreement, a copy of which is attached  
21 hereto and incorporated herein as Exhibit "A".

22           **SECTION 3.** This Resolution shall take effect immediately upon its  
23 execution.



Denise Coffman  
County Attorney

P.O. Box 1989  
West Palm Beach, FL 33402-1989

(561) 355-2225  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

January 31, 2024

**VIA EMAIL AND US MAIL**

Ronald Ferris, City Manager  
**City of Palm Beach Gardens**  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410

John D'Agostino, Town Manager  
**Town of Lake Park**  
535 Park Avenue  
Lake Park, FL 33403

Jonathan Evans, City Manager  
**City of Riviera Beach**  
600 West Blue Heron Blvd.,  
Riviera Beach, FL 33404

Frank Kitzerow, Town Manager  
**Town of Jupiter**  
210 Military Trail  
Jupiter, FL 33458

Ken Metcalf, Town Manager  
**Town of Mangonia Park**  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

Dear City/Town Managers:

RE: Bioscience Land Protection Advisory Board

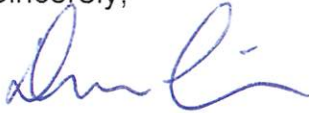
On January 22, 2024, the Bioscience Land Protection Advisory Board ("BLPAB") voted to sunset. As such, on January 23, 2024, the Palm Beach County Board of County Commissioners voted unanimously to direct its staff to begin the process of sunsetting the BLPAB. Because the BLPAB was created by Interlocal Agreement 2006-0512 ("ILA"), this agreement must be terminated to sunset the BLPAB. Therefore, enclosed is a proposed Second Amendment to the ILA providing a retroactive termination date of January 22, 2024, the date the BLPAB voted to sunset.

If the form of the proposed amendment is acceptable, please have it

January 31, 2024  
Page 2

approved by your respective boards, executed, and returned to me for its approval and execution. Please feel free to reach out to me with any questions.

Sincerely,



Darren Leiser  
Assistant County Attorney

DL/lr  
Attachment

c: Max Lohman, City Attorney, Palm Beach Gardens  
Thomas Baird, Town Attorney, Jupiter, Lake Park  
Mitty Bernard, Town Attorney, Mangonia Park  
Dawn Wynn, City Attorney, Riviera Beach  
Patrick Rutter, Deputy County Administrator  
Whitney Carroll, Executive Director, PZ&B  
Kevin Fischer, Planning Division Director, PZ&B  
Lisa Amara, Zoning Division Director, PZ&B

G:\WPDATA\ENVIR\REILLY\BIOSCIENCE BOARD\LETTER TO SUNSET.DOCX



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT R-2006-0512  
BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM  
BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF  
MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF  
RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION  
ADVISORY BOARD, TERMINATING SAID AGREEMENT  
RETROACTIVE TO JANUARY 22, 2024.**

This Second Amendment to Interlocal Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Cities and County entered into Interlocal Agreement R-2006-0512 establishing the Bioscience Land Protection Advisory Board; and

**WHEREAS**, on January 22, 2024, the Bioscience Land Protection Advisory Board ("BLPAB") held a meeting and voted unanimously to sunset said board and terminate said Interlocal Agreement; and

**WHEREAS**, Cities and the County have determined it is in their interest to ratify the action of the BLPAB and terminate said board and Interlocal Agreement retroactive to January 22, 2024.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**PART 1.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**PART 2.** SECTION 5 of INTERLOCAL AGREEMENT R-2006-1512 is amended as follows:

**SECTION 5.** General Terms and Conditions

A. This Agreement shall terminate on January 22, 2024 ~~continue through March 14, 2026, but may be extended by written agreement of the parties.~~

**PART 3.**

A. A copy of this Amendment to Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

B. This document can be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the  
day and year first above written.

**ATTEST:**

Joseph Abruzzo, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Administrator

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**CITY OF PALM BEACH GARDENS,  
FLORIDA**

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

**TOWN OF JUPITER, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF LAKE PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF MANGONIA PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**CITY OF RIVIERA BEACH, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

## Attachment B – Comprehensive Plan policies related to Bioscience Protection

### **Bioscience Research Protection Overlay**

**Objective 1.17** The Town shall promote a cluster of sites for bioscience research and biotechnology uses through the creation of an Overlay. The Bioscience Research Protection Overlay is intended to protect parcels of land in the Town for the development of bioscience research and biotechnology uses which are expected to be attracted to Northern Palm Beach County due to the location of the Scripps Florida Research Institute at Florida Atlantic University's Jupiter Campus. The Town shall encourage uses within the Overlay, which are supportive of and compatible with the Scripps Florida Research Institute, or which are accessory to bioscience research and biotechnology uses. The Overlay does not limit the uses currently allowed consistent with the property's land use designation including uses allowed pursuant to planned development approvals and developments of regional impact.

**Policy 1.17.1** The uses permitted and encouraged within the Overlay shall include bioscience research and biotechnology uses and their supporting facilities, laboratories, other industrial uses including manufacturing uses for parcels with commercial (consistent with the Commercial future land use designation) and industrial land uses, clinical research, and commercial retail or office uses that are accessory to bioscience research and biotechnology uses and shall be incorporated into the Town's Land Development Regulations.

**Policy 1.17.2** Parcels with industrial land uses designated with the Overlay, for all new development and redevelopment, shall prohibit commercial retail as a primary use.

**Policy 1.17.3** Residential is a prohibited use within the Overlay, except for those parcels designated with the Mixed-use Future Land Use category.

**Policy 1.17.4** Parcels of land which have been assigned the Overlay shall be depicted upon the Town's Future Land Use Map.

**Policy 1.17.5** The Town shall deter the conversion of uses within the Overlay to commercial retail or residential uses, so as to achieve, in coordination with FAU, the County and those municipalities which are part of the executed (Overlay) Interlocal Agreement the purpose of which is to promote a clustering of bioscience research and biotechnology uses and the intellectual exchange between researchers, scientists, students and others in the workforce.

**Policy 1.17.6** The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research and biotechnology uses so as to develop a cluster of the industry within the Overlay.

**Policy 1.17.7** Incentives to develop parcels within the Overlay with bioscience research and biotechnology uses shall include, but not be limited to, expedited permitting and land development regulations which allow increased floor heights, without increasing the maximum intensity standards allowed in the underlying Future Land Use category.

Policy 1.17.8 Those parcels of land whose Future Land Use and zoning designations permit bioscience research and biotechnology uses and have been assigned the Overlay, shall not be converted to other commercial retail or residential uses, which are clearly not accessory uses to bioscience research and biotechnology, unless four members of the Jupiter Town Council vote in favor of amending a property's Future Land Use designation or zoning.

Policy 1.17.9 Any proposed Future Land Use Map amendment or rezoning on a property within the Overlay that, allows uses other than those encouraged by the Overlay, specifically disallows uses encouraged by the Overlay, or that the Director of Planning and Zoning determines would discourage uses encouraged by the Overlay, must be presented to the Bioscience Land Protection Advisory Board prior to action being taken by the Town Council. Further, the Department of Planning and Zoning shall notify the other municipalities subject to the executed (Overlay) Interlocal Agreement and Palm Beach County of any such proposals prior to any public hearings on any such amendment or rezoning.

**TOWN OF JUPITER**  
**Approving Amendment 2 to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years.**



|                |                                                                                                                        |
|----------------|------------------------------------------------------------------------------------------------------------------------|
| <b>DATE</b>    | March 5, 2024                                                                                                          |
| <b>TO</b>      | Honorable Mayor and Members of Town Council                                                                            |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                                                                                           |
| <b>FROM</b>    | Nikki Carpenito, Senior Director                                                                                       |
| <b>SUBJECT</b> | Approval of Second Amendment to Lease Agreement with El Sol Neighborhood Resource Center Extending Term for Two Years. |

**EXECUTIVE SUMMARY**

The El Sol Neighborhood Resource Center has operated at 106 Military Trail since September 2006. The Town and El Sol entered into a Lease agreement in 2014 for five years with the option of a five-year extension. The current Lease was amended and is due to expire on December 31, 2024.

As of December 31, 2023, a total of 5,946 workers and 15,192 employers are registered with El Sol. El Sol has had a steady increase in same-day job placements from 15% in 2008 to 51% for 2023. In 2023, a total of 10,917 jobs were filled. So far, in 2024, 121 new workers and 47 new employers have registered.

Staff met with El Sol and both parties have agreed to amend the current Lease for an additional two years to allow El Sol the time to complete and provide to the Town a strategic facility plan.

**ANALYSIS**

Approval of the amendment to the current Lease for an additional two years will allow El Sol the appropriate amount of time to provide the Town with a full strategic facility plan. The amendment has been reviewed and approved for legal sufficiency by the Town Attorney.

**STRATEGIC PRIORITY**

- Unique, Small Town Feel

**ATTACHMENTS**

1. El Sol - Second Amendment to Lease
2. El Sol - First Amendment to Lease

**FUNDING SOURCE**

N/A

For more information or copies of the attachments, please contact The Office of Town Manager at 561-741-2214.





**SECOND AMENDMENT TO LEASE AGREEMENT  
EL SOL NEIGHBORHOOD RESOURCE CENTER**

**THIS AMENDMENT TO THE LEASE AGREEMENT** (Lease) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Jupiter, a municipal corporation of the state of Florida (TOWN), whose address is 210 Military Trail, Jupiter, Florida 33458 and El Sol, Jupiter Neighborhood Resources Center, Inc. a not-for-profit corporation registered in the state of Florida (TENANT), whose address is 106 Military Trail, Jupiter, Florida 33458.

**WHEREAS**, the TOWN and TENANT have previously entered into a Lease Agreement, dated January 1, 2014 for the use of a portion of the Town's real property located at 106 Military Trail, Jupiter, Florida; and

**WHEREAS**, pursuant to Section 6.1, the term of Lease was a five-year lease with the option for a five-year renewal, at which both parties agreed to exercise the extension; and

**WHEREAS**, TENANT, operates the Jupiter Neighborhood Resource Center ("JNRC") upon a portion of the Town's real property; and

**WHEREAS**, the Lease of the TOWN's real property to the TENANT to operate the JNRC furthers a public purpose by providing a central location for individuals who solicit employment on a day to day basis, (hereinafter referred to as "day laborers") to gather thereby reducing their solicitation of employment in and along the TOWN's public and private streets and rights-of-way; and

**WHEREAS**, the TENANT through its JNRC provides a clean, orderly, and controlled environment for day laborers to solicit employment; and

**WHEREAS**, the TENANT through its JNRC also provides certain social services to individuals such as certain educational and skills training, citizenship training, legal assistance, public health and medical assistance and referrals, food pantry and financial assistance referrals; and

**WHEREAS**, pursuant to Section 6.1 of the Lease the term will expire on December 31, 2024; and

**WHEREAS**, the TOWN has agreed to extend the Lease for two years.

**NOW, THEREFORE**, the TOWN and TENANT hereby agree to this amend Section 6 of the LEASE, as follows:

**6. TERM/TERMINATION**

**6.1 Term.** The term of this LEASE shall commence on January 1, 2025 and shall end on December 31, 2026 to allow for TENANT to complete a strategic facility plan and provide to the TOWN. continue for a period of five years. Upon the option of the Town mutual agreement of the Parties, the LEASE may be amended and extended up to another five years from its date of termination.

**6.2 Termination.** The two-year term notwithstanding, the TENANT may terminate this LEASE for any reason by giving the TOWN at least 30 days advance written

notice. The two-year term notwithstanding, the TOWN may terminate the LEASE for any reason by giving the TENANT at least six months advance written notice.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date set forth above.

**ATTEST:**

**TOWN OF JUPITER, FLORIDA**

By: \_\_\_\_\_  
Stephanie Proffer, Deputy Town Clerk

By: \_\_\_\_\_  
Jim Kuretski, Mayor

(TOWN SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

(TOWN SEAL)

**TENANT:**

EL SOL JUPITER'S NEIGHBORHOOD  
RESOURCE CENTER, INC.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#3732472 v1 26503-00001

**AMENDMENT TO LEASE AGREEMENT  
EL SOL NEIGHBORHOOD RESOURCE CENTER**

**THIS AMENDMENT TO THE LEASE AGREEMENT** (Lease) is made and entered into this 1st day of January, 2019, by and between the Town of Jupiter, a municipal corporation of the state of Florida (TOWN), whose address is 210 Military Trail, Jupiter, Florida 33458 and El Sol, Jupiter Neighborhood Resources Center, Inc. a not-for-profit corporation registered in the state of Florida (TENANT), whose address is 106 Military Trail, Jupiter, Florida 33458.

**WHEREAS**, the TOWN and TENANT have previously entered into a Lease Agreement, dated January 1, 2014 for the use of a portion of the Town's real property located at 106 Military Trail, Jupiter, Florida; and

**WHEREAS**, TENANT, operates the Jupiter Neighborhood Resource Center ("JNRC") upon a portion of the Town's real property; and

**WHEREAS**, the Lease of the TOWN's real property to the TENANT to operate the JNRC furthers a public purpose by providing a central location for individuals who solicit employment on a day to day basis, (hereinafter referred to as "day laborers") to gather thereby reducing their solicitation of employment in and along the TOWN's public and private streets and rights-of-way; and

**WHEREAS**, the TENANT through its JNRC provides a clean, orderly, and controlled environment for day laborers to solicit employment; and

**WHEREAS**, the TENANT through its JNRC also provides certain social services to individuals such as certain educational and skills training, citizenship training, legal assistance, public health and medical assistance and referrals, food pantry and financial assistance referrals; and

**WHEREAS**, pursuant to Section 6.1 of the Lease the term will expire on December 31, 2018; and

**WHEREAS**, the TOWN has agreed to extend the term of the Lease for five years.

**NOW, THEREFORE**, the TOWN and TENANT hereby agree to this amend Section 6 of the LEASE, as follows:

**6. TERM/TERMINATION**

**6.1 Term.** The term of this LEASE shall commence on January 1, 2019 ~~upon the date of the last execution by the parties and shall end on December 31, 2024~~ continue for a period of five years. Upon the option of the Town ~~mutual~~

~~agreement of the Parties~~, the LEASE may be amended and extended ~~up to~~  
another five years from its date of termination.

**6.2 Termination.** The five-year term notwithstanding, the TENANT may terminate this LEASE for any reason by giving the TOWN at least 30 days advance written notice. The five-year term notwithstanding, the TOWN may terminate the LEASE for any reason by giving the TENANT at least six months advance written notice.

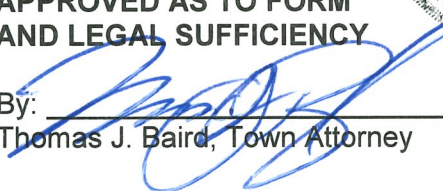
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date set forth above.

**ATTEST:**

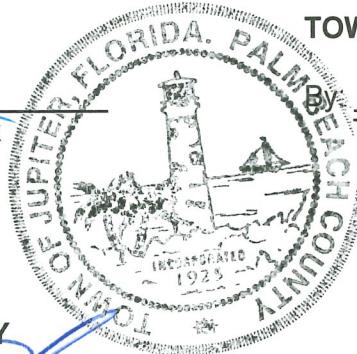
By:   
Sally M. Boylan, Town Clerk

(TOWN SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Thomas J. Baird, Town Attorney

(TOWN SEAL)



**TOWN OF JUPITER, FLORIDA**

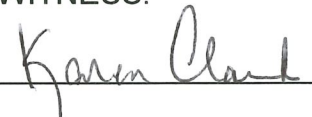
By:   
Todd R. Wodraska, Mayor

**TENANT:**

**EL SOL JUPITER'S NEIGHBORHOOD  
RESOURCE CENTER, INC.**

  
Ed Ricci, President

**WITNESS:**





## **EL SOL LEASE AGREEMENT**

**THIS LEASE AGREEMENT (LEASE)** between the Town of Jupiter, a municipal corporation of the state of Florida (TOWN), whose address is 210 Military Trail, Jupiter, Florida 33458 and El Sol, Jupiter Neighborhood Resource Center, Inc., a not-for-profit corporation registered in the state of Florida (TENANT), whose address is 106 Military Trail, Jupiter, Florida 33458 is entered into this 1st day of January, 2014.

**WHEREAS**, the Town and TENANT have previously entered into a Lease Agreement, dated January 1, 2011 for the use of a portion of the Town's real property located at 106 Military Trail, Jupiter, Florida; and

**WHEREAS**, TENANT is a Florida not-for-profit corporation operating the Jupiter Neighborhood Resource Center ("JNRC") upon a portion of the Town's real property; and

**WHEREAS**, the lease of the Town's real property to the TENANT to operate the JNRC furthers a public purpose by providing a central location for individuals who solicit employment on a day to day basis, (hereinafter referred to as "day laborers") to gather thereby reducing their solicitation of employment in and along the TOWN's public and private streets and rights-of-way; and

**WHEREAS**, the TENANT through its JNRC provides a clean, orderly, and controlled environment for day laborers to solicit employment; and

**WHEREAS**, TENANT through its JNRC also provides certain social services to individuals such as certain educational and skills training, citizenship training, legal assistance, public health and medical assistance and referrals, food pantry and financial assistance referrals.

**NOW, THEREFORE**, the TOWN and TENANT hereby agree to this LEASE, as follows:

## **1. THE PREMISES**

**1.1 Description of The PREMISES.** The TOWN hereby grants to the TENANT, the right to use approximately 10,260 square feet of space, on the first and second floor of the south building located on the Town's real property, which is commonly known as the Gymnasium ("PREMISES"). The PREMISES is more specifically depicted in **Exhibit "A1"** (Leasehold PREMISES Sketch), a copy of which is attached hereto and made a part hereof, including 25 adjacent parking spaces which TENANT may assign or allow for use by the JNRC. Approximately 1,040 square feet, on the second floor, will be reserved as depicted on **Exhibit "A2"** for TOWN's use. The legal description of the PREMISES is attached hereto, and incorporated herein as **Exhibit "B"** and a PREMISES Site Plan is attached hereto and incorporated herein as **Exhibit "C"**.

## **2. PERMITTED USES**

**2.1** TENANT's primary use of the PREMISES is the operation of a day labor hiring center to facilitate the temporary employment of individuals within the service area as described in **Exhibit "D"** entitled "Service Area Map," a copy of which is attached hereto and incorporated herein.

**2.2** TENANT may provide certain employment related programs including, but not limited to, the education of both potential employees and employers as to their respective responsibilities and rights regarding the employment of day laborers, the payment of taxes, worker's compensation benefits, state and federal labor and employment laws, tenant/landlord rights and responsibilities, Town code requirements, and health and human safety issues.

**2.3** TENANT may provide certain social services, including, but not limited to, the provision of English as a second language classes, legal and immigration counseling, childcare, maternal/infant/child health education and services, family counseling, citizenship and naturalization training classes, consular services, financial literacy training, food pantry and other social services. Other social service uses may also include certain evening community meetings, public events, and/or training sessions.

**2.4** TENANT may provide an area, subject to Town approval, on the PREMISES for a Community Garden. The area to be used as a Community Garden shall be depicted on the PREMISES Site Plan, Exhibit "C".

## **3. ASSURANCES PERTAINING TO DAY LABOR EMPLOYEES**

**3.1** Notice is hereby given by the TOWN that the TENANT and guests, invitees, employers and others using the JNRC, must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that pertain to the use, operation, and activities conducted at and/or by the TENANT and the JNRC.

Ignorance of the laws on the part of the TENANT shall in no way relieve the TENANT from the responsibility of compliance therewith. The PREMISES shall be non-segregated in accordance with state and federal law. **A violation of any of the provisions of this Paragraph shall constitute a material breach of the LEASE by the TENANT.**

**3.2 Nondiscrimination and Equal Opportunity Employment.** The TENANT covenants and agrees that it shall ensure that any actual or potential employer using the JNRC for the day labor employment of individuals shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The TENANT shall take affirmative actions to ensure that all persons using the JNRC for day labor employment become employed, and that the day laborers are treated during their employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **A violation of any of the provisions of this Paragraph shall constitute a material breach of the LEASE by the TENANT.**

**3.3** The TENANT hereby represents to the TOWN that the TENANT will not be an employer of day laborers hired by persons utilizing the services of the JNRC, and that TENANT will not pay day laborers for work they perform for persons utilizing the services of the JNRC. The TENANT further covenants and agrees that it will not directly dispatch or send day laborers out to work, but instead will provide a place for the day laborers to gather and solicit temporary employment from employers. The TENANT warrants that it will not be involved in any way, in negotiating wages for the day laborers, will not be liable for the day laborers while on a job, and will not charge fees for day laborers to obtain or receive work. If dues are to be imposed upon day laborers using the JNRC, such dues will be self-assessed and voluntary. Neither the TOWN, nor the TENANT shall be responsible for checking the immigration status of any potential or actual day laborer. Furthermore, neither the TOWN, nor the TENANT warrant or represent, nor do they make any warranties or representations in the future that day laborers (actual or potential) using the JNRC are actually legally entitled to work. **The TENANT shall conspicuously post notices, both inside or outside of the PREMISES expressly informing the public, that the TENANT and the TOWN, do not assume liability for, or provide assurances or guarantees, regarding the payment of wages, compliance with compensation and benefits standards, compliance with the employment verification system of 8 USC §1324(a), and other state and federal laws, including, but not limited to, documentation of citizenship, or any other business transactions. A violation of any of the provisions of this Paragraph shall constitute a material breach of the LEASE by the TENANT.**



#### 4. PERFORMANCE STANDARDS

**4.1 Reporting Data.** The TENANT shall provide written reports and supporting data to the TOWN, signed by a duly authorized agent of the TENANT, on a quarterly basis, reflecting the number of persons served, the types of services provided to the public by the JNRC, and updates on JNRC's Strategic Plan. These reports are due on the third business day of the quarter for the previous quarter and shall include, at a minimum, the following information:

- number of day laborers engaged and not engaged each day;
- number of employers hiring day laborers each day;
- number and type of day laborer/employer educational sessions given and attendance each month;
- number of day laborers registered with the JNRC;
- number of persons, including day laborers served and types of services provided;
- number of classes taught and attendance;
- number of community meetings and public events held;
- dollar value of services provided, if available;
- update on the JNRC Strategic Plan, including specifically, JNRC's progress on identifying funding sources, partnerships for service delivery, and the relocation of the JNRC to a permanent location.)

#### 5. RENT

TENANT agrees to pay an annual rent to the TOWN of One Dollar (\$1.00) payable on execution of this LEASE and on each subsequent yearly anniversary date.

#### 6. TERM/TERMINATION

**6.1 Term.** The term of this LEASE shall commence upon the date of the last execution by the parties, and shall continue for a period of **five** years. Upon the mutual agreement of the Parties the LEASE may be amended and extended up to another five years.

**6.2 Termination.** The five year term notwithstanding, the TENANT may terminate this LEASE by giving the TOWN at least 30 days advance written notice. The five year term notwithstanding, the TOWN may terminate the LEASE by giving the TENANT at least six months advance written notice.

**7. UTILITIES**

The TENANT shall be solely responsible for obtaining all required utilities other than trash, water, sewer and electrical services. The TENANT shall promptly pay all charges for the use or consumption of all other utility services used or consumed at or upon the PREMISES. The TENANT shall arrange for all such utility services to be billed directly to the TENANT.

**8. ACCEPTANCE OF PREMISES**

TENANT certifies that TENANT has inspected the PREMISES, and accepts the same "AS IS" in its existing condition, as of the Effective Date of this Lease, together with all defects, latent and patent, if any, and subject to all easements, encumbrances, and restrictions and matters of record. TENANT further acknowledges that the TOWN has made no warranties or representations of any nature whatsoever regarding the PREMISES, including without limitation, any relating to the physical condition or structural integrity of any improvements located thereon, or the suitability thereof for the TENANT's intended use.

**9. REPAIRS AND MAINTENANCE**

**9.1 TOWN's Responsibilities.** The TOWN shall maintain in good condition (ordinary wear and tear excepted), specifically including, but not limited to, the exterior walls, roof, drains, glass, plate glass, doors, door hardware, and exterior and interior demising walls of the building, in which the PREMISES is located.

**9.2 TENANT's Responsibilities.**

**(a)** The TENANT shall service, keep and maintain the interior of the PREMISES, including all plumbing, air conditioning and heating and cooling equipment, fixtures, sprinkler systems, electrical systems, kitchen equipment, doors, interior partitions, equipment and appurtenances, the air conditioning fixtures and equipment on the exterior of the PREMISES, and any other installations in good condition and repair during the entire term of this Lease.

**(b)** The TENANT agrees to make repairs to the PREMISES, which are required by, or arise out of, the TENANT'S own acts or negligence, or that of the TENANT'S members, employees, agents, guests, invitees, licensees, employers, or day laborers and immediately upon a demand by the TOWN agrees that it shall remedy and repair any damage to any water apparatus, electric lights, or any fixture, appliances or appurtenances of the PREMISES, or the building within which the PREMISES is located.

(c) The TENANT, at its sole expense, shall maintain the PREMISES, which includes both internal and external, in a clean, orderly and presentable condition, free of rubbish and trash. No dumping of any unwanted materials and no outside storage of any personal property shall be permitted. The TENANT, including its members, employees, agents, guests, invitees, licensees, patrons or customers, shall not cause any litter or debris to be cast upon the grounds, exterior portions or common areas of the PREMISES. Any garbage and trash generated from the TENANT's use of the PREMISES shall be promptly removed and deposited in the containers intended to be used for such purposes.

(d) The TENANT shall maintain the onsite commercial kitchen in operational condition and observe all conditions of licensure in accordance with the requirements of the State of Florida Department of Health and Palm Beach County Health Department.

(e) The TENANT shall maintain the PREMISES such that the building, sidewalks, entrances, passages, elevators and staircases and other common areas on the PREMISES shall not be obstructed or used other than for ingress and egress. No person shall be permitted to loiter in or about the PREMISES. The TENANT shall keep all glass, locks, trim and other property of the TOWN in good order and repair. If any of the same are damaged by the TENANT or any of TENANT's agents, guests, or invitees, including actual and/or potential laborers and employers, the same shall be repaired at TENANT's expense. No additional lock or bolt shall be placed on any door or window of the PREMISES and the TENANT shall not permit any lock mechanism to be changed.

#### **10. REMOVAL UPON TERMINATION**

Upon termination of the LEASE, TENANT shall, within 90 days, remove its equipment, fixtures and all personal property and restore the PREMISES to its original condition, reasonable wear and tear excepted.

#### **11. QUIET ENJOYMENT**

The TOWN covenants that TENANT, on paying the rent and performing the other covenants on its part to be performed under the LEASE, shall peaceably and quietly have, hold and enjoy the PREMISES.

#### **12. TITLE**

The TOWN covenants that the TOWN is seized of good and sufficient title and interest to the PREMISES and the structures thereon, and has full authority to enter into and execute this LEASE. The TOWN further covenants that there are no other liens, judgments or impediments of title on the PREMISES or the structures thereon, or affecting the TOWN's title to the same and that there are no covenants, easements,

restrictions or agreements binding on the TOWN or the PREMISES or the structures thereon, which prevent the use of the PREMISES by the TENANT as set forth above.

### **13. INSURANCE**

**13.1 Types of Insurance.** The TENANT shall maintain, at the TENANT's sole cost and expense, the following types of insurance during the full term of the Lease:

(a) Commercial general liability insurance against claims for bodily injury, personal injury, property damage arising from the PREMISES by the TENANT, employees, contractors, invitees and licensees, and having limits of not less than (i) \$1,000,000 per occurrence, (ii) \$2,000,000 for the general aggregate, (iii) \$50,000 for fire damage liability;

(b) Contractual liability insurance covering all contractual indemnities by the TENANT contained in the LEASE;

(c) Business liability insurance for ownership, use or maintenance of any automobiles with a combined single limit of not less than \$1,000,000;

(d) Employer's liability insurance with limits of not less than \$500,000 for each accident and \$500,000 for each employee for bodily injury by disease;

(e) Workers' Compensation insurance as required by state law; and

(f) All-risk property insurance covering all personal property, inventory, equipment, fixtures, alterations and improvements at the PREMISES up to the replacement value of such property.

**13.2 Policy Requirements.** The policies of insurance referred to in this Paragraph (a) shall name the TOWN as "Additional Named Insureds." Each property insurance policy described above, shall name the TOWN as a "Loss Payee" with respect to any alterations or improvements to the PREMISES. Each policy required by this Section must (i) be issued by insurers licensed to do business in the State of Florida, (ii) be issued from an insurance company rated A-VIII or better as defined by the A.M. Best & Company Rating Guide, (iii) be primary without right of contribution of any of the TOWN's insurance, (iv) be written on an occurrence (and not claims-made) basis, and (v) cannot be canceled without at least 30 days prior written notice to the TOWN and any mortgagee. Prior to execution of the LEASE by the Parties, the TENANT shall deliver certificates of insurance to the TOWN for each such policy required above. At least 30 days before any of the above referenced policies expire, the TENANT shall deliver to the TOWN a certificate of renewal or replacement of the expiring policy.

**13.3 Certificate of Insurance.** The TENANT shall provide the TOWN with a copy of its Certificate of Coverage: Liability Coverage, Property Coverage, Workers Compensation Coverage and Automobile Coverage, naming the TOWN as the Certificate Holder.

#### **14. INDEMNIFICATION**

**14.1 Generally.** To the fullest extent permitted by laws and regulations, the TENANT shall indemnify, defend, save and hold harmless, the TOWN, its elected and appointed officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the direct, indirect, or consequential, construction, maintenance, use and or occupancy of the PREMISES by the TENANT or its subcontractors, agents, officers, employees, independent contractors, guests, invitees, patrons, customers, and members. Furthermore, the TENANT shall indemnify, defend, save and hold harmless, the TOWN, its officers, agents and employees from any and all claims, fines, penalties, damages, losses, liabilities and expenses, pertaining to or arising out of, the direct, indirect, or consequential violation or non-compliance with the compensation and benefits standards, the employment verification system of 8 USC §1324(a), and any and all other state and federal employment and immigration laws, including, but not limited to, those laws requiring the documentation of citizenship, or verification of status, or pertaining to any other business and employment relationships and/or transactions, resulting from, arising out of, or in any way connected to, the PREMISES, the TENANT and/or the JNRC. The TENANT shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnifications, including but not limited to, reasonable attorney's fees (including appellate attorney's fees and costs). The TOWN reserves the right to select its own legal counsel to conduct any defense in any such proceedings, and all costs and fees associated therewith shall be the responsibility of the TENANT. The indemnities provided by TENANT under this Paragraph will not extend or apply to claims, damages, losses, liabilities or expenses caused solely by, or resulting solely from, the negligence or willful misconduct of TOWN, its employees, agents or contractors. Nothing contained herein is intended nor shall it be construed to waive the TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

**14.2 TOWN's Disclaimer of Liability.** Except for liability resulting solely from or arising out of the acts or omissions of TOWN, its servants or agents, TOWN shall not be liable for the following: (i) loss of or damage to TENANT's property located in or on the PREMISES, by theft or otherwise; (ii) injury or damage to persons or property or the PREMISES resulting from fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or leaks from any part of the PREMISES or from the pipes, appliances or plumbing works, street or

subsurface or from any other place or by dampness; (iii) injury or damage caused by other TENANT's of the PREMISES or any person on the PREMISES, by occupants of property adjacent to the PREMISES, by the general public, or by the construction of any private, public or quasi-public work; (iv) any latent or patent defect in the construction of the PREMISES.

**15. INTEGRATION**

It is agreed and understood that the LEASE contains all agreements, promises and understandings between the TOWN and the TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the TOWN or the TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to the LEASE shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the LEASE is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this LEASE. The failure of either Party to insist upon strict performance of any of the terms or conditions of this LEASE or to exercise any of its rights under the LEASE shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under the LEASE, either in law or in equity.

**16. GOVERNING LAW / VENUE**

**16.1** The LEASE and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state of Florida.

**16.2** Venue for any action arising out of the LEASE shall be in Palm Beach County, Florida.

**17. NO SUBLETTING OR ASSIGNMENT**

The LEASE may not be sold, assigned, sublet, or transferred by TENANT without the prior advance written consent of the TOWN. TENANT, and its successor and assigns, shall not use the PREMISES for any other purposes other than those contained herein, nor shall TENANT and/or its successors and assigns make any alterations or additions to the PREMISES without the advance written consent of the TOWN, and all fixtures and improvements which may be made by the TENANT, except for movable office furniture and/or inventory, shall become the property of the TOWN and remain upon the PREMISES as a part thereof, and be surrendered with the PREMISES at the termination of the LEASE. Plans shall be submitted to the TOWN for approval prior to the commencement of any additions, modifications or alterations to the PREMISES. All permanent improvements to the PREMISES shall become the property of the TOWN upon termination of the LEASE.

**18. NOTICES**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**TOWN:**

TOWN OF JUPITER, FLORIDA  
Attention: Town Manager  
210 Military Trail  
Jupiter, Florida 33458

In the event of an emergency regarding the PREMISES, the TENANT shall immediately contact the Jupiter Police Department at (561) 746-6201.

**TENANT:**

EL SOL, JUPITER'S NEIGHBORHOOD RESOURCE  
CENTER, INC.  
Attention: President, JNRC  
106 Military Trail  
Jupiter, Florida 33458

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

**19. SUCCESSORS**

The LEASE and its terms and provisions shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

**20. RECORDING**

The LEASE shall not be recorded by either party in the Public Records of Palm Beach County, Florida.

**21. BREACH**

If the TENANT is in breach of any term or provision of this LEASE, in addition to all other rights and remedies as provided by law, the TOWN shall have the option to

immediately terminate the LEASE, resume possession of the PREMISES (together with all additions, alterations, fixtures and improvements to the PREMISES), and recover damages for violation of the TENANT's obligations under this LEASE, together with all costs and expenses that the TOWN incurs in connection with the costs of recovering the PREMISES, and the costs of repairs and renovations reasonably necessary to return PREMISES to original condition. The rights and remedies of the TOWN contained herein are cumulative, and the failure on the part of the TOWN to promptly exercise any rights given hereunder shall not operate as a forfeiture or waiver of any such rights.

## **22. HAZARDOUS MATERIALS**

TENANT shall not incorporate into or use, place, or dispose of any hazardous or toxic materials on the PREMISES in violation of any environmental laws. For purposes of this LEASE, "hazardous or toxic materials" mean any and all hazardous or toxic materials, substances, waste and chemicals of any kind as defined or classified under applicable governmental laws, environmental laws, rules or regulations as hazardous or toxic substances, materials, waste or chemicals. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such hazardous materials. TENANT shall not use, maintain, store, or dispose of any hazardous materials, chemicals, or other agents used or produced in TENANT's operations, at the PREMISES, in any manner not permitted by law. If TENANT ever has knowledge of the presence in or upon the PREMISES of hazardous or toxic materials, TENANT must immediately notify the TOWN in writing. Any disposal of hazardous materials, whether by the TENANT or a third party, shall be reported to the TOWN immediate upon knowledge thereof by the TENANT. The TENANT shall be solely responsible for the entire cost of remediation and clean up of any hazardous materials disposed of or discovered upon the PREMISES, or emanating from the PREMISES, or onto adjacent lands, as a result of the TENANT's or the TENANT's agents, contractors, or employees exercise of the rights granted by this LEASE.

## **23. CASUALTY**

In the event of damage by fire or other casualty to the PREMISES that cannot reasonably be expected to be repaired within 45 days following same or, if the PREMISES is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt TENANT's operations at the PREMISES for more than 45 days, then TENANT may at any time following such fire or other casualty, provided the TOWN has not completed the restoration required to permit TENANT to resume its operation at the PREMISES, terminate the LEASE upon 30 days written notice to the TOWN. Any such notice of termination shall cause the LEASE to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this LEASE and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this LEASE.



**24. CONDEMNATION**

In the event of any condemnation of the PREMISES, TENANT may terminate this LEASE upon 30 days written notice to the TOWN if such condemnation may reasonably be expected to disrupt TENANT's operations at the PREMISES for more than 45 days. Any such notice of termination shall cause the LEASE to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the LEASE and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under the LEASE.

**25. APPLICABLE LAWS**

TENANT shall use the PREMISES as may be required or as permitted by applicable laws, rules and regulations. The TOWN agrees to keep the PREMISES in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with TENANT regarding any compliance required by TENANT in respect to its use of the PREMISES.

**26. SURVIVAL**

The provisions of the LEASE relating to indemnification shall survive any termination or expiration of the LEASE. Additionally, any provisions of the LEASE which require performance subsequent to the termination or expiration of the LEASE shall also survive such termination or expiration.

**27. CAPTIONS**

The captions contained in the LEASE are inserted for convenience only and are not intended to be part of the LEASE. They shall not affect or be utilized in the construction or interpretation of the LEASE.

**28. 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 the Palm Beach County Health Department. This notice is provided pursuant to Section 404.056, Florida Statutes.

**29. TAXES**

The TOWN shall be responsible for the payment of all real property and ad valorem taxes, charges and assessments of any kind, levied, charged, or assessed

against the Premise, however the TENANT shall be responsible for the payment of taxes levied against the personal property and/or equipment of the TENANT, or which are directly attributable to TENANT's equipment and personal property located on the PREMISES.

**30. ATTORNEY'S FEES**

It is the understanding of the Parties that if legal action is required to enforce the Lease, the prevailing party shall be entitled to recover it's attorney's fees and costs in addition to any other relief to which the prevailing party may be awarded.

**31. ACCORD AND SATISFACTION**

In the event the TENANT pays an amount that is less than the amount stipulated to be paid under this LEASE, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. The TOWN may accept any check or payment without prejudice to the TOWN's right to recover the balance due or to pursue any other remedy available to the TOWN pursuant to this LEASE or under the law.

**32. FORCE MAJEURE**

Any party delayed by a Force Majeure Event, as defined herein, in performing under this LEASE shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to extend the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

**33. AMENDMENTS**

The parties may amend the paragraphs of this LEASE by the execution of a written amendment.

**34. LIST OF EXHIBITS (ALL OF WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF):**

EXHIBIT "A1" – Leasehold PREMISES Sketch.

EXHIBIT "A2" - Space Utilization

EXHIBIT "B" – Legal Description of PREMISES

EXHIBIT "C" – PREMISES Site Plan

EXHIBIT "D" - Service Area Map

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed, their respective seals the day and year first above written.

TOWN OF JUPITER, FLORIDA

ATTEST:

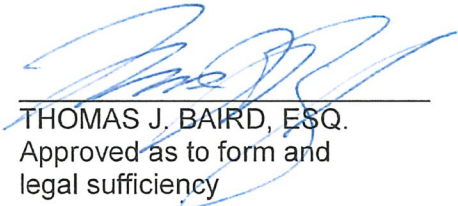
By:

KAREN J. GOLONKA, MAYOR

  
SALLY M. BOYLAN, CMC  
TOWN CLERK

(TOWN SEAL)

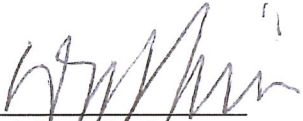


  
THOMAS J. BAIRD, ESQ.  
Approved as to form and  
legal sufficiency

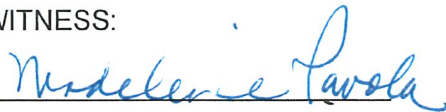
TENANT:

EL SOL, JUPITER'S NEIGHBORHOOD RESOURCE CENTER, INC.

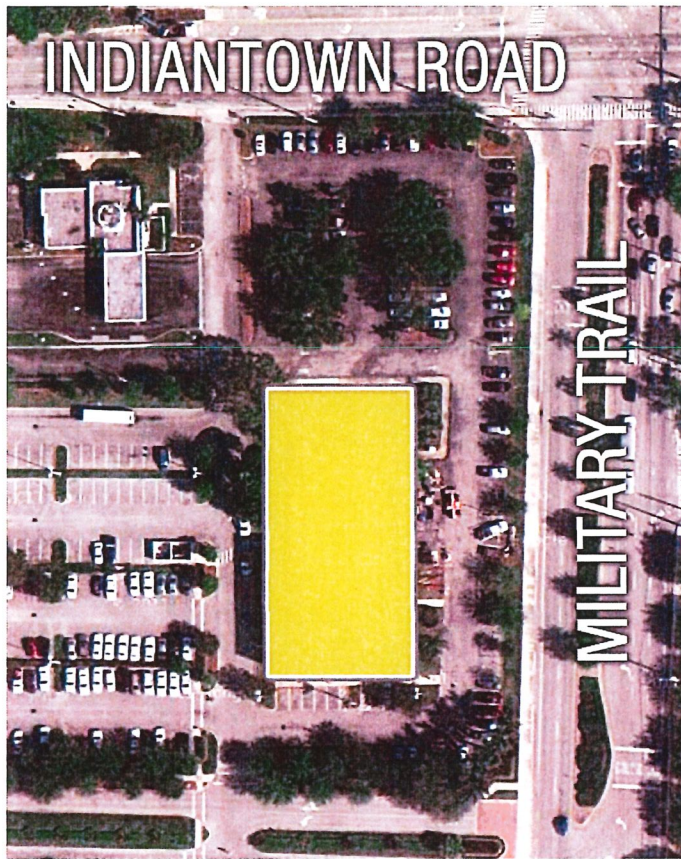
BY:

  
Ed Ricci, President

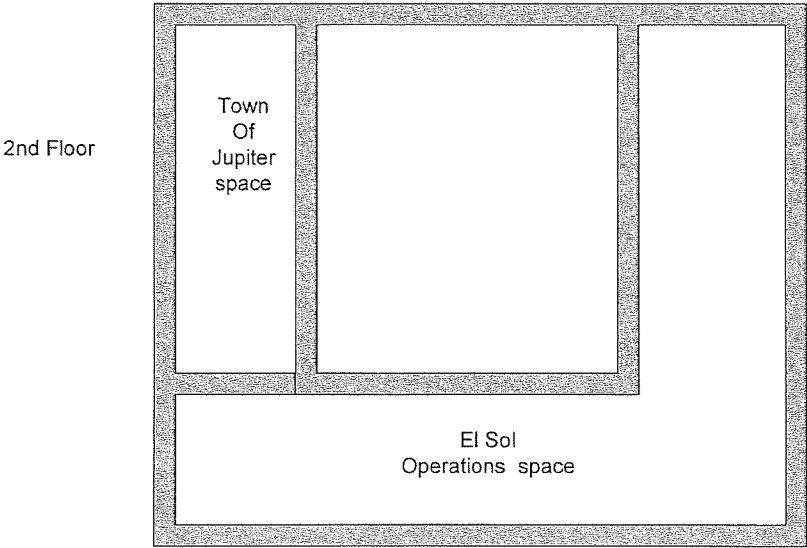
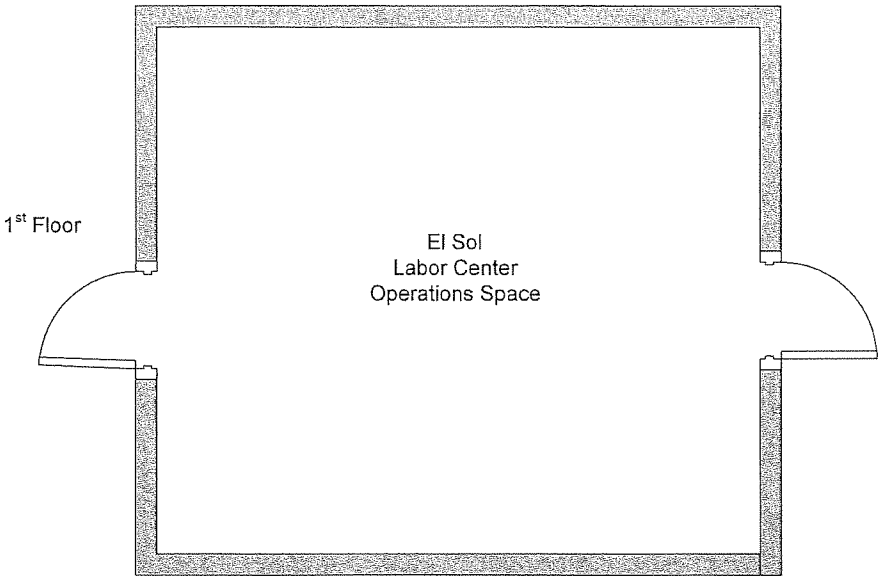
WITNESS:


**EXHIBIT A1: LEASEHOLD PREMISES SKETCH**



**EXHIBIT A2: SPACE UTILIZATION (not to scale)**



**EXHIBIT B: LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land lying in section 1, township 41 south, range 42 east, Palm Beach County, Florida. Said parcel being more particularly described as follows:

From the center of section 1, proceed  $01^{\circ} 15' 37''$ W, along the north-south quarter section line of said section. Said line also being the center-line of Perry Avenue (a 100.00 foot right-of-way), a distance of 50.06 feet; thence  $s 88^{\circ} 32' 23''$ W, parallel to the east-west quarter section line of section 1, a distance of 50.06 feet to a point in the westerly right-of-way line of Perry Avenue and the point of beginning of the herein described parcel of land; thence proceed  $S 01^{\circ} 15' 37''$ W, along said westerly right-of-way line a distance of 517.80 feet; thence  $S 88^{\circ} 44' 23''$ W, a distance of 186.07 feet; thence  $N 01^{\circ} 27' 37''$  W, a distance of 508.38 feet to a point in the southerly right-of-way line of state road 706 (a 100.00 foot right-of-way); thence  $N 88^{\circ} 32' 23''$  E, along said right-of-way line, a distance of 210.44 feet to the point or beginning of the herein described parcel of land.

**Parcel Control Number: 30-42-41-01-00-000-7060**

1-41-42, NLY 482.84 FT OF ELY 260.50 FT OF E 1/4 OF NE 1/4 OF SW 1/4 (LESS N 60 FT & TRGLR PAR SR 706 & E 60 FT SR

9



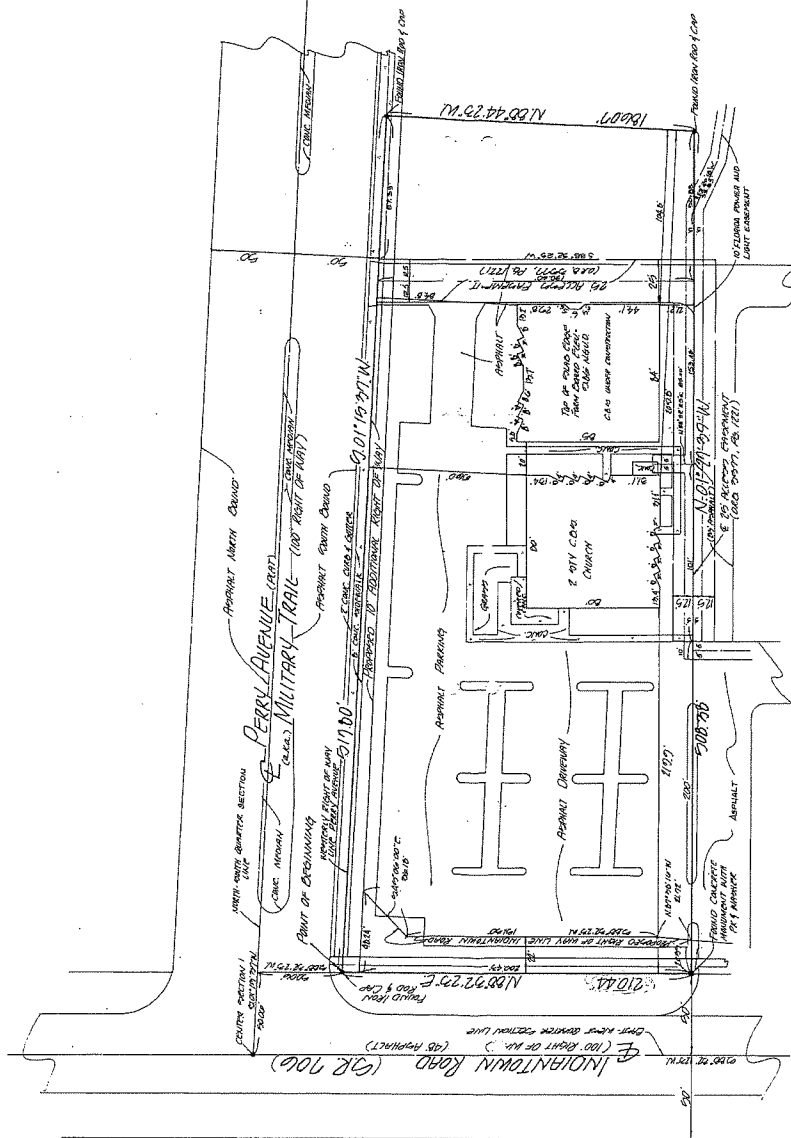
LOCATION MAP

[illegible]

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS UP HEREIN.

[illegible]

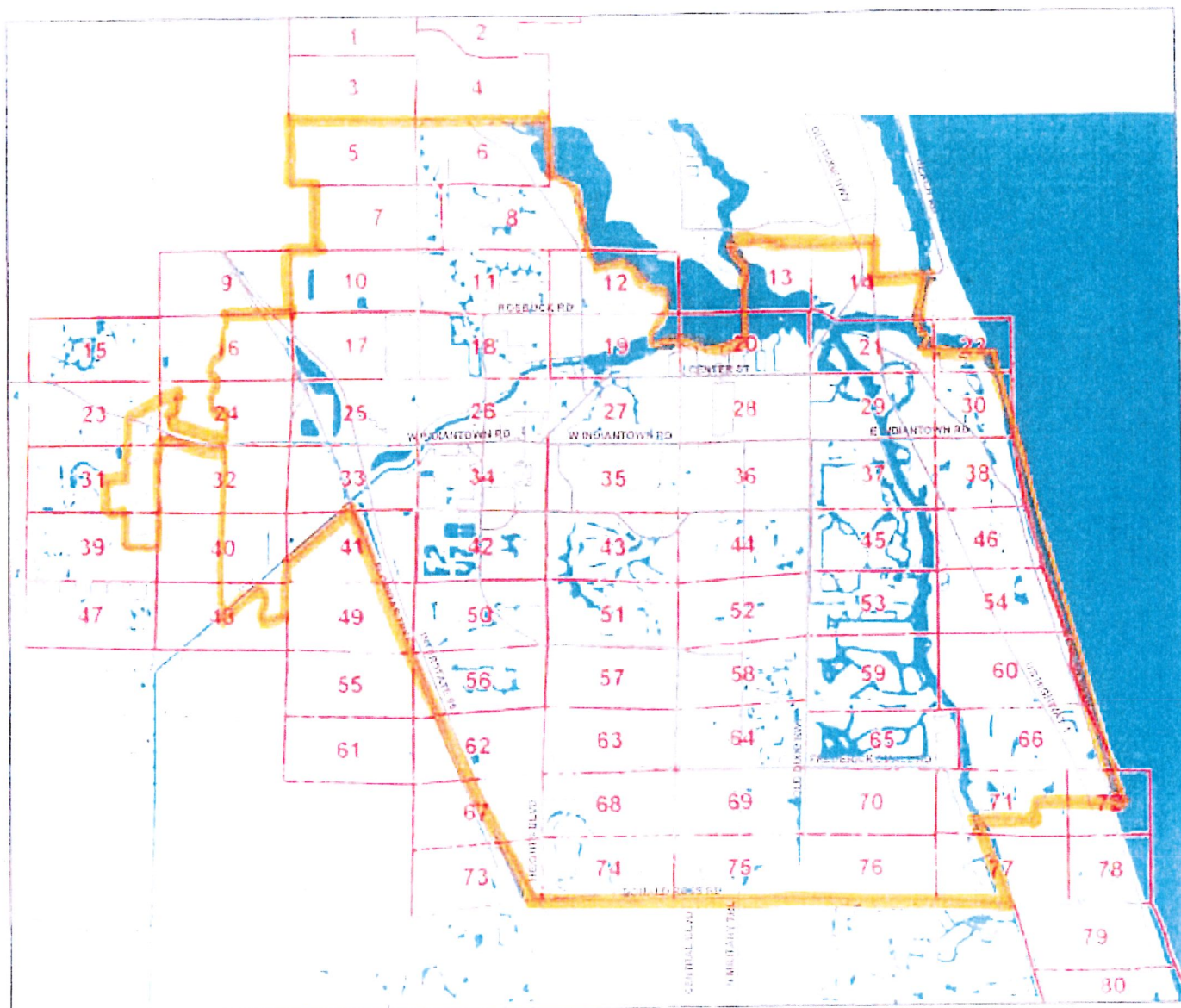
DEARLOVE & ASSOC.  
LAND SURVEYORS



**CERTIFICATE:** This is to Certify that this SKETCH OF SURVEY, of \_\_\_\_\_  
between described property, is true and correct to the best of my  
knowledge and belief, except as visible encroachments, unless shown  
and maps the instrument exhibited Section first forty, by the Florida  
Board of Land Surveyors pursuant to Section 472.02, Florida Statutes.  
*[Signature]*  
NOTED WITH AN UNCHANGED  
SURVEYOR SEAL



**EXHIBIT D: SERVICE AREA MAP**





**EXHIBIT A1: LEASEHOLD PREMISES SKETCH**

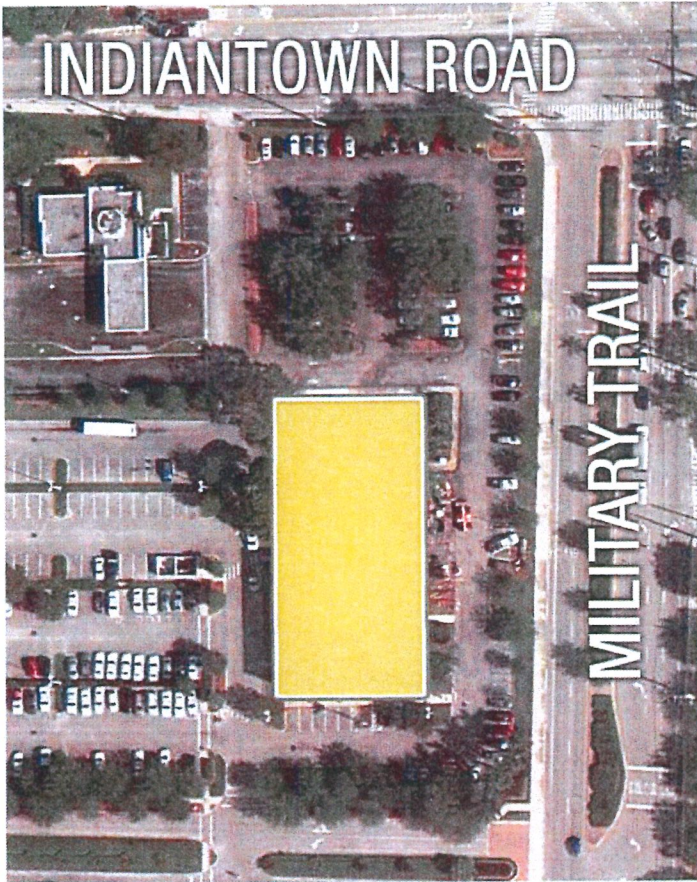
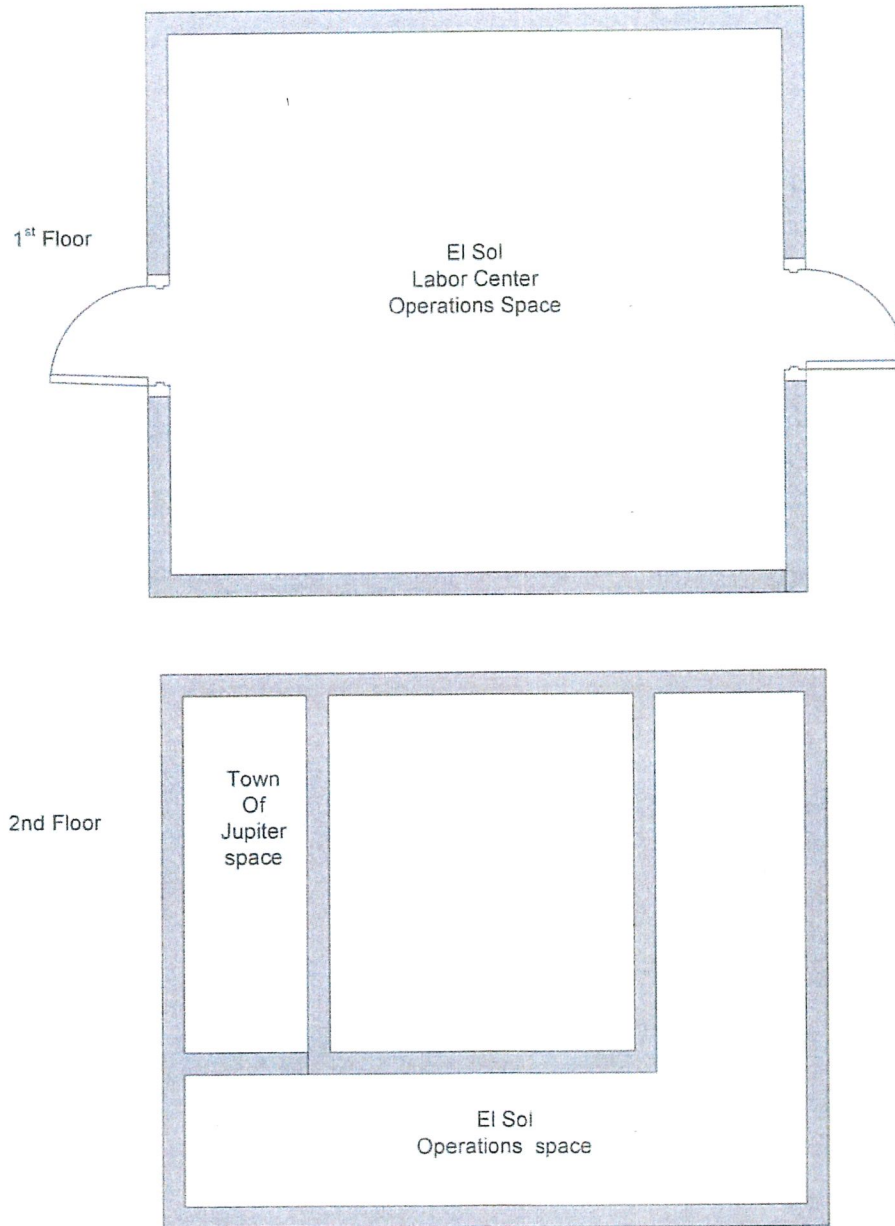


EXHIBIT A2: SPACE UTILIZATION (not to scale)



**EXHIBIT B: LEGAL DESCRIPTION OF THE PROPERTY**

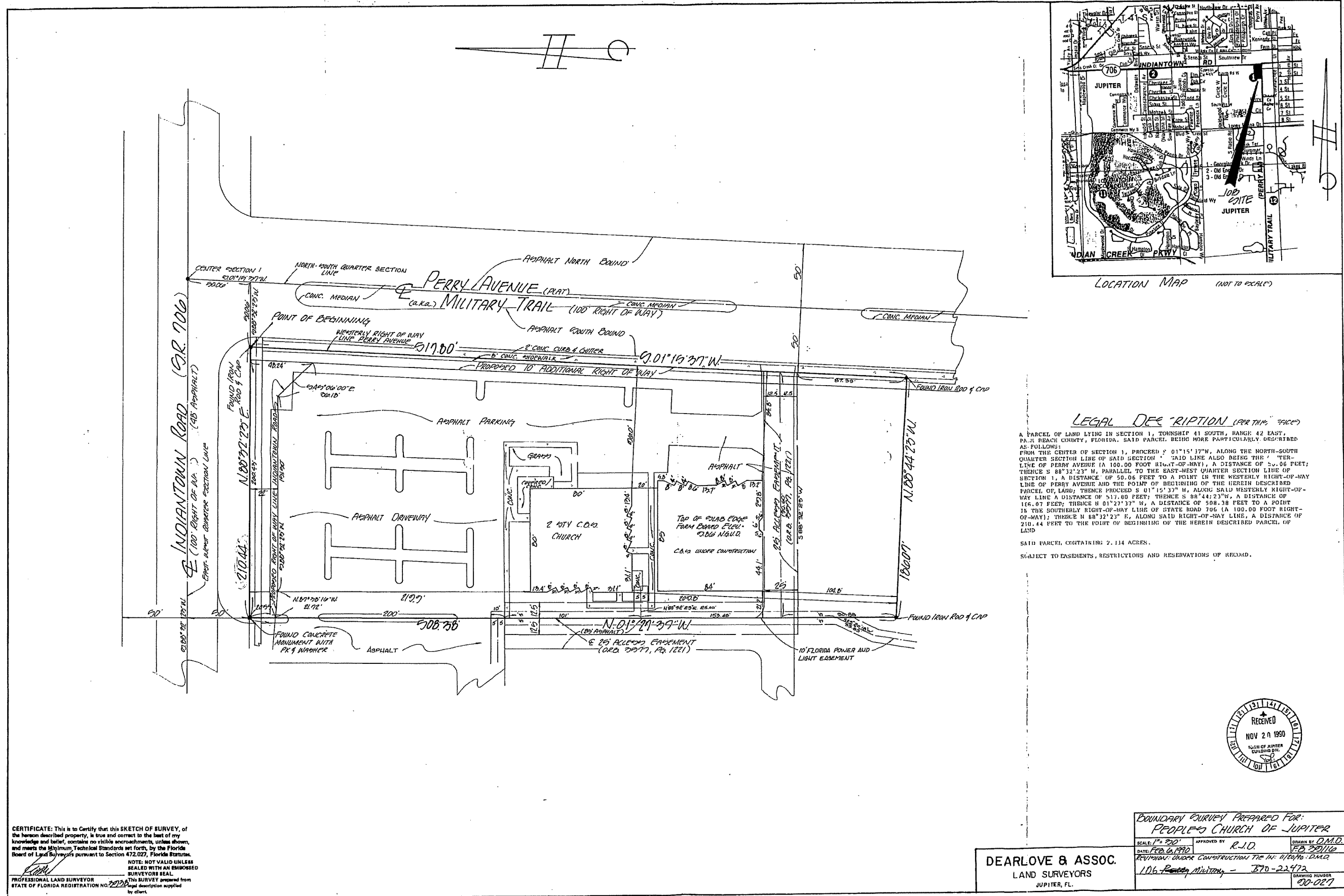
A parcel of land lying in section 1, township 41 south, range 42 east, Palm Beach County, Florida. Said parcel being more particularly described as follows:

From the center of section 1, proceed  $01^{\circ} 15' 37''$ W, along the north-south quarter section line of said section. Said line also being the center-line of Perry Avenue (a 100.00 foot right-of-way), a distance of 50.06 feet; thence  $s 88^{\circ}32'23''$ W, parallel to the east-west quarter section line of section 1, a distance of 50.06 feet to a point in the westerly right-of-way line of Perry Avenue and the point of beginning of the herein described parcel of land; thence proceed  $S 01^{\circ}15'37''$ W, along said westerly right-of-way line a distance of 517.80 feet; thence  $S 88^{\circ}44'23''$ W, a distance of 186.07 feet; thence  $N 01^{\circ}27'37''$  W, a distance of 508.38 feet to a point in the southerly right-of-way line of state road 706 (a 100.00 foot right-of-way); thence  $N 88^{\circ}32'23''$  E, along said right-of-way line, a distance of 210.44 feet to the point or beginning of the herein described parcel of land.

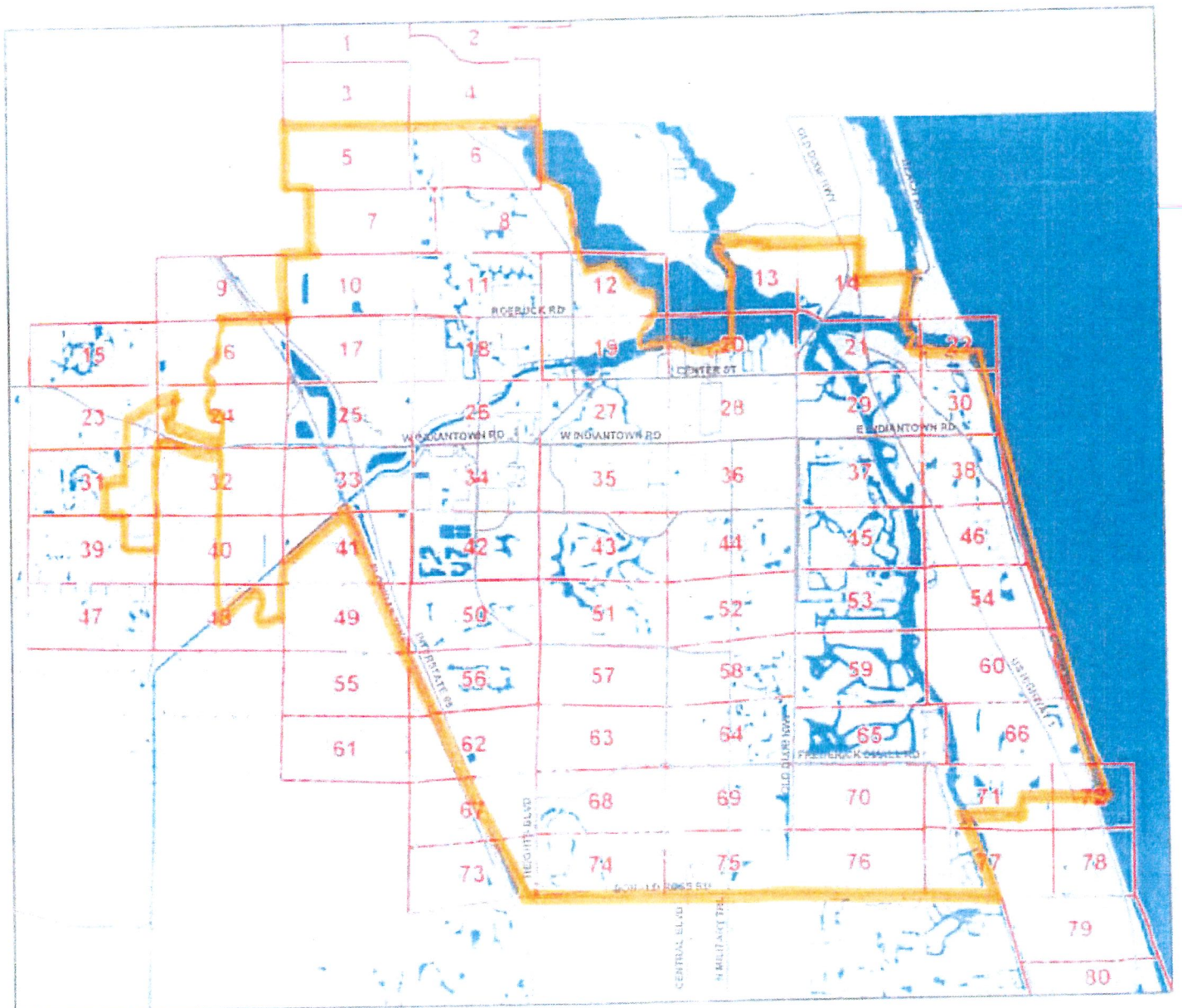
**Parcel Control Number: 30-42-41-01-00-000-7060**

1-41-42, NLY 482.84 FT OF ELY 260.50 FT OF E 1/4 OF NE 1/4 OF SW 1/4 (LESS N 60 FT & TRGLR PAR SR 706 & E 60 FT SR

# EXHIBIT C: PREMISES SITE PLAN



**EXHIBIT D: SERVICE AREA MAP**





## TOWN OF JUPITER

### Ordinance 6-24, First Reading, Exceptions to Development Regulations and Definitions – Town initiated zoning text amendment in regard to height exceptions. (second reading 3/19/2024).



|                |                                                                                                                                                                                                                    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE</b>    | March 5, 2024                                                                                                                                                                                                      |
| <b>TO</b>      | Honorable Mayor and Members of Town Council                                                                                                                                                                        |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                                                                                                                                                                                       |
| <b>FROM</b>    | John Sickler, Director of Planning and Zoning                                                                                                                                                                      |
| <b>SUBJECT</b> | <b><u>Exceptions to Development Regulations and Definitions</u></b> – Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305 to amend development standards for exceptions to height standards. |

#### EXECUTIVE SUMMARY

Consideration of a Town initiated zoning text amendment to amend development standards for exceptions to height standards. Specifically, the amendment is to modify “Gross floor area” and “Story” definitions to ensure enclosed rooftop mechanical rooms are exempt from height requirements in non-residential and mixed-use buildings only; rename the “Purpose of division” to add an intent and review standards for height exceptions; and, modify regulations for elevator bulkheads, rooftop mechanical equipment and stair towers to ensure height exemptions are not being used to evade the code.

#### ANALYSIS

On March 16, 2021, a zoning text amendment (link to Ordinance 6-21 and staff report) was approved to amend Section 27-2305, entitled “Height” to allow screened rooftop mechanical equipment and stair towers to be exempt from the height requirements of the Town Code. The amendment also modified the definition of “Gross Floor Area” and “Story” to address enclosed mechanical rooms. The regulations at the time already exempted items such as ornamental towers, spires and elevator bulkheads. That amendment was initiated to accommodate enclosed mechanical equipment on the roof of the proposed Beacon Pharmaceuticals building, a bio-science/research and development facility approved on the north side of Indiantown Road, west of the Florida Turnpike. This development order has since expired.

The provisions in the Town Code to allow development exceptions that accommodate mechanical rooms, elevator bulkheads and stair towers above the height and story limits are now being used to facilitate third story rooms in residential districts that only allows two story, single family dwelling units.

The zoning text amendment is proposing language for “Gross floor area” and “Story” to note the regulations only apply to rooftop mechanical rooms in non-residential and mixed-use buildings. In residential districts, mechanical rooms should not exceed the established height limits.

An intent was added to the purpose of the regulations to note height exceptions to the development regulations are not to create an appearance of additional bulk and mass above any established setback, yard, height or story limitation. The height exceptions for elevator bulkheads; screened rooftop mechanical equipment; and stair towers are proposed to be amended to clearly state the intent and how the height exceptions may be used.

**Planning and Zoning Commission Recommendation**

Planning and Zoning Recommendation At their February 13, 2024 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the zoning text amendment.

**STRATEGIC PRIORITY**

- Manage Growth

**ATTACHMENTS**

1. Staff Report and Attachments

**FUNDING SOURCE**

N/A

For more information or copies of the attachments, please contact Scott Thatcher at [scottt@jupiter.fl.us](mailto:scottt@jupiter.fl.us) and/or 561-741-2444.

**TOWN OF JUPITER  
ZONING TEXT AMENDMENT STAFF REPORT  
TOWN MANAGER'S OFFICE**



DATE: February 27, 2024  
TO: Honorable Mayor and Members of Town Council  
THRU: Frank J. Kitzerow, Town Manager  
FROM: John Sickler, Director of Planning and Zoning **JS**  
SUBJECT: **Exceptions to Development Regulations and Definitions**  
– Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305 to amend development standards for exceptions to height standards.

|                 |                 |                                         |
|-----------------|-----------------|-----------------------------------------|
| Ordinance #6-24 | P&Z Commission: | February 13, 2024                       |
| PZ 23-5842      | Town Council:   | March 5, 2024 (1 <sup>st</sup> Reading) |
| S. Thatcher     |                 | March 19, 2024 (adoption)               |

Applicant: Town Initiated  
Request: Amend the following sections of the Zoning Code:

- Section 27-1 entitled “Definitions” to modify “Gross floor area” and “Story” definitions to ensure enclosed rooftop mechanical rooms are to be exempt from height requirements in non-residential and mixed-use buildings only.
- Section 27-2304 entitled “Purpose of division” to rename the section and add an intent and review standards for height exceptions.
- Section 27-2305 entitled “Height” to modify height exemptions for elevator bulkheads, rooftop mechanical equipment and stair towers.

**Planning and Zoning Commission Recommendation**

At their February 13, 2024 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the above referenced zoning text amendment.

**Staff Compliance Review Summary**

The proposed staff initiated text amendment (see Ordinance #6-24) is consistent with the Comprehensive Plan and will ensure consistency with the intent of other land development regulations.



## **Background**

On March 16, 2021, a zoning text amendment ([link to Ordinance 6-21](#) and staff report) was approved to amend Section 27-2305, entitled “Height” to allow screened rooftop mechanical equipment (less than 20% of the entire roof area) and stair towers to be exempt from the height requirements of the Town Code. The amendment also modified the definition of “Gross Floor Area” and “Story” to address enclosed mechanical rooms. The regulations at the time already exempted items such as ornamental towers, spires and elevator bulkheads. That amendment was initiated to accommodate enclosed mechanical equipment on the roof of the proposed Beacon Pharmaceuticals building, a three story, 150,000 square foot bio-science/research and development facility approved on the north side of Indiantown Road, west of the Florida Turnpike (Attachment A). This development order has since expired.

Although the regulations were amended to accommodate Beacon Pharmaceuticals in the C-2 zoning district, these regulations and definitions are applicable in all zoning districts in the Town. An unintended consequence of the text amendment’s impact is beginning to occur in the Single-Family Residential (R-1) zoning district. Specifically, Sec. 27-1324, entitled “Area and dimension regulations” in R-1, limits building heights to a maximum of 35 feet/two stories. Story limitations are also provided in the Limited Multifamily Residential zoning district (R-3) and the Inlet Village zoning district.

The provisions in the Town Code to allow development exceptions that accommodate mechanical rooms, elevator bulkheads and stair towers above the height and story limits are being used to facilitate third story rooms in residential districts that only allows two story single family dwelling units. Recently, two building permits were submitted utilizing the above height exceptions to create single family units that have three floors. The following properties are located in the R-1 zoning district and have a maximum building height of 35 feet/two stories:

1. 20 West Riverside Drive. The property owner has requested a permit for a two story single family dwelling with an exempt third-story room with a stair tower and elevator access with a third floor stop, and associated elevator landings, which provide access to a roof top terrace with roof structures over the roof deck creating a third floor (Attachments B and C). The architect was justifying the stair tower with landing on the third floor and an elevator with a third floor stop by referencing the code section that allows stair towers and elevator bulkheads in the Town Code. Attachment B includes the “3<sup>rd</sup> Floor Plan” and “Front Elevation” and shows the room on the third floor and roof area with the stair tower, elevator room and roof top terrace circled in red. Attachment C includes the “Partial Front Elevation” and the “Partial Rear Elevation” perspective renderings that appear to have a third floor.

In an effort to address staff comments, the applicant emailed draft revised plans limiting the 184 square foot stair tower to only stairs and a 19 square foot landing. The elevator landing and stop have also been removed. The plans have also been revised to ensure architectural detail on the roof no longer exceed the height of a story and removed the roof structures over the roof deck (See Attachment D for revised drawings).

2. 206 East Riverside Drive. The property owner has requested a permit for a two story single-family dwelling with an exempt third-story stair tower and mechanical room

(Attachment E). The permit drawing indicated a 268 square foot room, referred to as a “mechanical room” with a small closet (27 square feet) with one air handler unit located in the room. The third floor room would meet the 35 foot height limit of the district; however, the third floor mechanical room and stairs were being requested by referencing exceptions specific to stair towers in the height exceptions and mechanical rooms in the definition of story. Attachment E shows the mechanical equipment/stair tower room circled in red. The justification for the proposed stair tower access to the roof and mechanical room stated by the applicant was to provide access to a solar array with 62 panels to the south and west of the mechanical room, details of which were not included in any of the submitted permits to date. Based on staff comments on the building permit, the applicant has indicated they will revise the drawings to meet the two story requirements. However, the building permit currently has yet to be revised.

### **Analysis**

Staff recommends Town Council consider changes to the height exceptions in Division 15, Exceptions to Development regulations of Article XI, the supplemental regulations. The proposed changes to the regulations are as follows:

- 1. Section 27-1. Definitions** – Amendment to the definition of “Gross floor area” and “Story” to note the regulations only apply to rooftop mechanical rooms in non-residential and mixed use buildings. The definition for “Story” is also proposed to be modified to delete the section that excluded enclosed rooftop mechanical rooms from the definition.

Staff Comment: The proposed text amendment will provide internal consistency of the definitions of the Zoning Code with the proposed text amendment to Section 27-2305, as noted above. In addition, staff is proposing that a portion of the definition of “Story” that excluded enclosed rooftop mechanical rooms be removed. This was added with the 2021 zoning text amendment; however, it is unnecessary since the term “Story” is only utilized in the Residential, Single-Family (R-1) Zoning District; Residential, Limited Multifamily Zoning District (R-3); and the Inlet Village Zoning District. In these predominantly residential districts, mechanical rooms should not exceed the established height limits in order to maintain residential compatibility, scale and character.

- 2. Sec. 27-2304. - Purpose and intent of division.**

The Exceptions to the Development Regulations include a “purpose” section; however, there was no “intent”. An intent has been added.

Staff Comment: Staff has proposed that the intent of the exceptions to the development regulations are not to create an appearance of additional bulk and mass above any established setback, yard, height or story limitation. The modification also indicates that major site plan approval by the Town Council may be required, if it is determined by the Director of Planning and Zoning or their designee determine that a proposed exception serves as a means of evading the ordinances of the town.

- 3. Section 27-2305. Height.**

In Section (a) modify language in regards to elevator bulkheads; screened rooftop mechanical equipment; and stair towers. Stage towers and scenery tower regulations have also been modified.

## **Exceptions to Development Regulations**

### **Staff Report (PZ 23-5842)**

#### **Page 4**

Staff Comment: Staff proposes to modify the exceptions to building height for screened rooftop mechanical equipment, elevator bulkheads and stair towers as follows:

- *Elevator Bulkheads.* This exception for elevator bulkheads existed in the code prior to the 2021 modification. Elevator bulkheads are a boxlike structure built over an elevator opening, for example the head of an elevator shaft. However, building permits are being proposed that include elevator stops and landings as part of the definition of elevator bulkhead. Staff is proposing that no landings or elevator stops be placed above the story or height limitations of the applicable zoning district.
- *Rooftop Mechanical Equipment.* This type of equipment was added in 2021 to accommodate large non-residential buildings that needed to have mechanical equipment on the roof and protect the equipment from the elements particularly for a proposed bioscience building that has more than typical HVAC requirements. The 2021 regulations did not specify the type of structures or the zoning districts where the exception were allowed. As noted in the background section there have been unintended consequences of these changes to the height exception regulations and these exceptions are being used to propose structural improvements and building areas above the two story height limit in the R-1 zoning district. Staff is recommending the language be modified to only reference non-residential or mixed use which are typically larger buildings.
- *Stair Towers.* Similar to mechanical equipment, the exception for stair towers was added to the code in 2021. The intent was to provide an exception to allow stair towers to exceed heights. To ensure that the stair tower exception is not used to allow a structure to be added to the roof above any story or height requirements in residential buildings, staff is proposing that stair tower height exceptions only be permitted for non-residential or mixed use buildings.

If frequent access to the roof is necessary for residential buildings, an alternative design solution, such as an exterior (unroofed) stairway, may still be provided to access the roof and associated mechanical equipment.

Staff has also proposed to clarify that the use of the height exception for stage towers and scenery lofts by indicating they must be in association with theaters for the performing arts, civic or cultural buildings.

A new section (c) is proposed that indicates structures, such as roof elements, sail shades, trellises, pergolas, arbors, etc. must adhere to the height and story limit that is established in the associated district.

Staff Comment: The R-1 zoning district as noted earlier, has a height limit of 35 foot/two stories. Recently, with more redevelopment of single family lots in the Town, particularly for waterfront homes looking to include roof top uses, a number of accessory rooftop structures are being proposed. These structures have included roof elements, sail shades, trellises, pergolas, arbors and similar structures. From a mass and bulk perspective, these new elements and associated uses create the look of an additional story. The rendering in Attachment C is an example of the height exceptions being used to create a third floor for a single family dwelling unit in a district that only allows two stories.

In addition, staff has noted that in commercial districts roof top decks are being requested in buildings to take advantage of views afforded at the top of existing and proposed buildings.

## **Exceptions to Development Regulations**

### **Staff Report (PZ 23-5842)**

#### **Page 5**

In association with these roof decks, trellises, pergolas, arbors, roof elements, etc. are sometimes being proposed above the height limit. To ensure that these items also meet the height limits in commercial district, the modification proposes this section applies to all zoning districts, and not just residential.

### **Conclusion**

Roof top mechanical rooms/structures, elevator bulkheads, or stair towers are customarily used for large scale commercial and mixed use buildings. In such instances, the stair towers, elevator bulkheads and mechanical rooms/structures are typically subordinate in nature, designed to have limited visibility and typically do not include windows or viewing areas. The regulations referenced that established exceptions for rooftop mechanical rooms and stairwells were adopted to accommodate a three story, 150,000 square foot bioscience development adjacent to the Turnpike Plaza. The intent was not to allow additional height or stories on single-family homes. In comparison, large rooms with landings associated with stairwells, stops for elevators and rooftop mechanical rooms are atypical for single-family residential homes in Jupiter. The two proposed designs on Riverside Drive create a third floor, and are detailed similar to the floors below with comparable windows and doors. The roof top rooms are in direct conflict with the two story height limit on single family dwelling units in the R-1 single family zoning district.

Sections 27-2004 and 27-2005 of the Architectural Community Appearance Standards state that structures are to be in general conformity with the character and appearance of the surrounding structures. Utilizing these height exceptions in residential zoning districts is not in conformance with the character and appearance of the surrounding residential neighborhood.

The proposed language for the above referenced zoning text amendment is located in Ordinance #6-24.

### **Attachments:**

- Attachment A – Beacon Pharmaceuticals Elevations
- Attachment B – 20 W. Riverside Drive
- Attachment C – Rendering of 20 W. Riverside Drive
- Attachment D – Updated rendering of 20 W. Riverside Drive
- Attachment E - 206 E. Riverside Drive

### **File Path.**

[V:\PlanningZoning\Staff\WP51\Amendtowncode\TOJ Exceptions to Development Regulations \(PZ 23-5842\)\02-13-24 PZC Meeting\Staff Report New Format.docx](V:\PlanningZoning\Staff\WP51\Amendtowncode\TOJ Exceptions to Development Regulations (PZ 23-5842)\02-13-24 PZC Meeting\Staff Report New Format.docx)

February 22, 2024

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11 **ORDINANCE NO. 6-24**

12  
13 **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF**  
14 **JUPITER, FLORIDA, AMENDING SECTION 27-1, REGARDING THE**  
15 **DEFINITIONS OF GROSS FLOOR AREA AND STORY; PROVIDING**  
16 **FOR AMENDMENTS TO SECTION 27-2304 PERTAINING TO THE**  
17 **PURPOSE OF DIVISION; PROVIDING FOR AMENDMENTS TO**  
18 **SECTION 27-2305 PERTAINING TO DEVELOPMENT STANDARDS**  
19 **FOR EXCEPTIONS TO THE MEASUREMENT OF BUILDING**  
20 **HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE**  
21 **REPEAL OF LAWS IN CONFLICT; PROVIDING FOR**  
22 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**  
23

24 **WHEREAS,** the Town of Jupiter ("Town") has adopted a Comprehensive Plan which has  
25 been determined to be in compliance with Chapter 163, Part II, Florida Statutes; and

26 **WHEREAS,** pursuant to Section 163.3202(2), Florida Statutes, municipalities are required  
27 to provide specific and detailed Land Development Regulations to implement adopted  
28 Comprehensive Plans; and

29 **WHEREAS,** the Town Council of the Town has previously enacted Land Development  
30 Regulations which have been codified in the Town Code pertaining to exceptions to development  
31 regulations for building height; and

32 **WHEREAS,** the Town council has determined that it is appropriate to modify the exceptions  
33 to development regulations; and

34 **WHEREAS,** the Town's Planning and Zoning Department and its Planning and Zoning  
35 Commission have made their respective recommendations regarding the proposed amendments to  
36 the Town Council; and

1           **WHEREAS**, the Town Council, after due notice and public hearings has determined that the  
2 adoption of the proposed amendments would further the public health, safety and general welfare.

3           **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**  
4 **JUPITER, FLORIDA AS FOLLOWS:**

5           **Section 1.** The whereas clauses are incorporated herein as true and correct and as the  
6 legislative findings of the Town Council.

7           **Section 2.** Chapter 27, Section 27-1 of the Town Code, entitled "Definitions" is hereby  
8 amended to modify the following definitions:

9           *Gross floor area* means the sum of the total horizontal areas of all floors of a building,  
10 expressed in square feet measured from exterior wall faces or from the centerline of walls  
11 separating two buildings. Such floor area shall include basements; elevator shafts; stairwells at  
12 each floor; floor space used for mechanical equipment with structural headroom of six feet, six  
13 inches or more; penthouses; attic space providing structural headroom of six feet, six inches or  
14 more (whether or not a floor has actually been laid); interior balconies; and mezzanines. Excluded  
15 from this definition are common lobbies and common atriums not used for commercial purposes  
16 and similar, common open-space, architectural features, any enclosed parking area intended to  
17 meet the parking requirements of this chapter, and enclosed rooftop mechanical rooms for non-  
18 residential and mixed-use buildings.

19           *Story* means that part of a building between the surface of a floor and the surface of the floor  
20 above it, or if there is no floor above it, then the space between the floor and the ceiling above it.  
21 For the purposes of this chapter, the minimum elevation change between a story shall be seven  
22 feet. ~~For the purposes of this definition, an enclosed rooftop mechanical room consisting of a roof,~~  
23 ~~ceiling and floor is not a story provided the area encompassed by the mechanical room does not~~  
24 ~~exceed 20 percent of the total square footage of the building's roof area.~~

**Section 3.** Town Code Chapter 27, Article XI, Division 15 is hereby amended to read as follows:

**DIVISION 15. – EXCEPTIONS TO DEVELOPMENT REGULATIONS**

**Sec. 27-2304. - Purpose and intent of division.**

The regulations set forth in this division qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.

The purpose and intent of these regulations is to allow for certain mechanical equipment, towers, architectural elements and features to have exceptions to the regulations (items such as height, yard requirements or setbacks limits of their respective districts), provided the mechanical equipment, towers and architectural elements and features are in context with the scale, height and proportion of the building and surrounding development pattern. The purpose and intent of these exceptions are not to create an appearance of additional bulk and mass above any established height, story, yard or setback limitation.

If, in the determination of the Director of the Planning and Zoning Department, or his or her designee, the application of a proposed exception to height for a building would serve to evade the purpose and intent of the town's land development regulations, the Director may require that the application be subject to major site plan review, including public hearing before the Planning and Zoning Commission and the Town Council.

**Sec. 27-2305. – Height.**

(a) The height limitations stipulated in the applicable districts shall not apply to the following:

(1) Spires, cupolas and domes.

- (2) Belfries.
  - (3) Monuments.
  - (4) Tanks.
  - (5) Chimneys.
  - (6) Elevator bulkheads (no landings or elevator stops shall be placed above the story or height limitations of the applicable zoning district).
  - (7) Screened rooftop mechanical equipment in non-residential or mixed-use buildings, provided the area it encompasses does not exceed 20 percent of the square footage of the entire roof area.
  - (8) Stair towers for non-residential or mixed-use buildings.
  - (9) Water towers.
  - (10) Fire towers.
  - (11) Stage towers and scenery lofts appurtenant to a theater for the performing arts, civic or cultural building.
  - (12) Scenery towers.
  - (12 3) Cooling towers.
  - (13 4) Ornamental tower.
  - (14 5) Transmission towers and rooftop mounted antennas (See division 43 of article XI of this chapter).
- (b) In the Commercial, General District (C-2), Commercial, Office District (C-3), Commercial, Restricted District (C-4), Industrial, Park, Light Industry District (I-1), Industrial, General District (I-2), Industrial, High Technology District (I-3), Industrial, High Technology and Employment Center District (I-4) and Mixed Use Development District (MXD) where wet labs or labs with



ventilated hoods are constructed in association with bioscience, bioscience technology, high tech, laboratory, and office research uses, the building's height may exceed the maximum building height by six feet for each floor of the building which contains more than 20 percent of gross floor area of wet lab space. Provided, however, that the building height shall not be increased by more than 25 percent of the zoning district's maximum building height. In no case shall the height exceed 62½ feet. Enclosed rooftop mechanical equipment rooms may exceed the maximum building height by no more than ten percent. Rooftop mechanical equipment rooms shall be setback from the edge of the roof at a one-to-one ratio to the height of the mechanical equipment room. No signage is allowed on the side of rooftop mechanical equipment rooms.

(c) No exceptions to the height or story regulations are permitted for structures, such as roof elements, sail shades, trellises, pergolas, arbors, or other similar structures.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Repeal of laws in conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Codification.** The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "Section", "Article", or any other appropriate word.

**Section 7. Effective Date.** This Ordinance shall take effect upon its execution.

February 26, 2024

#3664507 v1 26503-00001

Attachment A  
Beacon Pharmaceuticals Elevations





Figure 3: 20 W. Riverside (North) Elevation

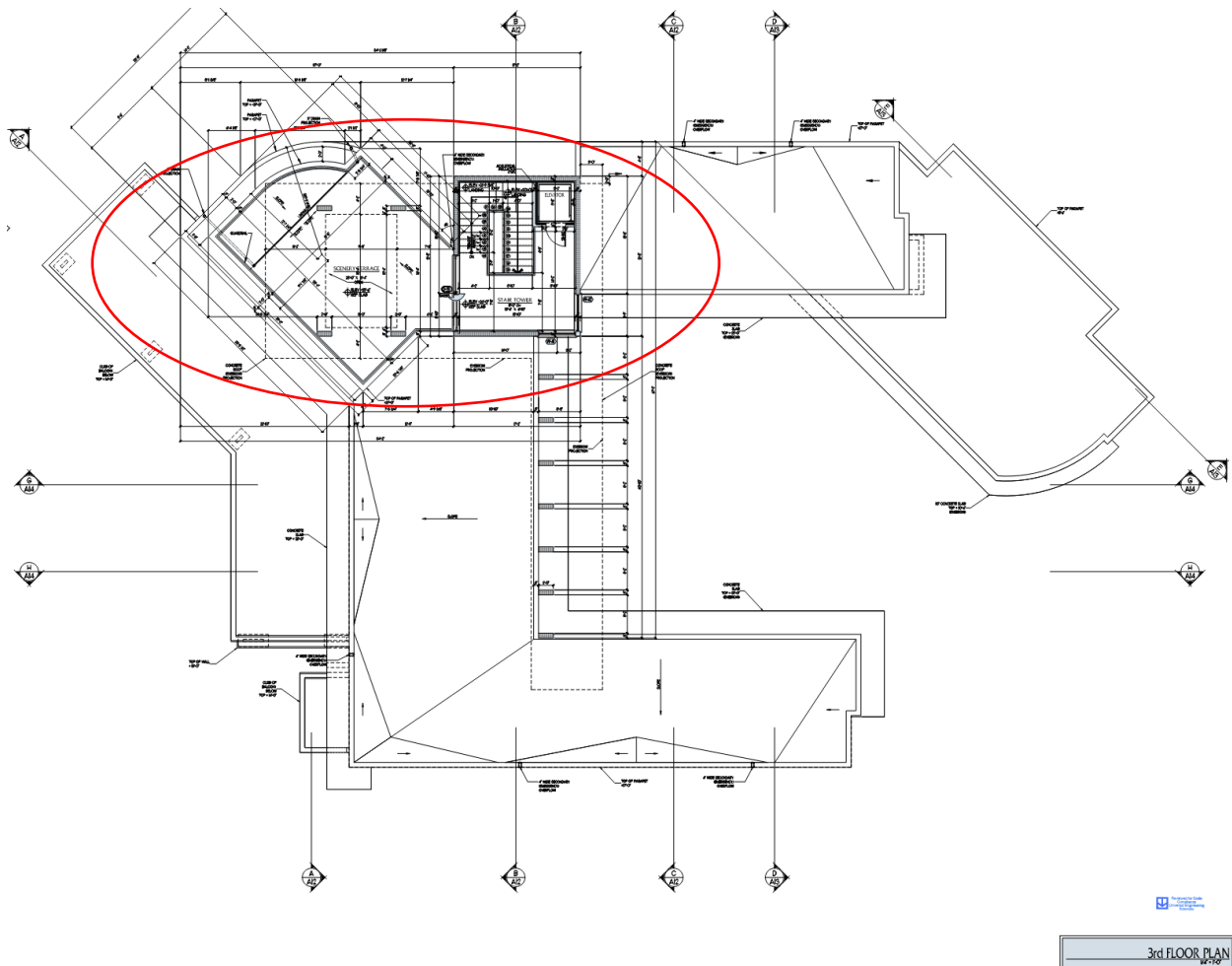


Figure 4: 20 W. Riverside Rooftop Elevation



PARTIAL FRONT ELEVATION



PARTIAL REAR ELEVATION





CURRENT



PROPOSED



CURRENT



PROPOSED



CURRENT



PROPOSED

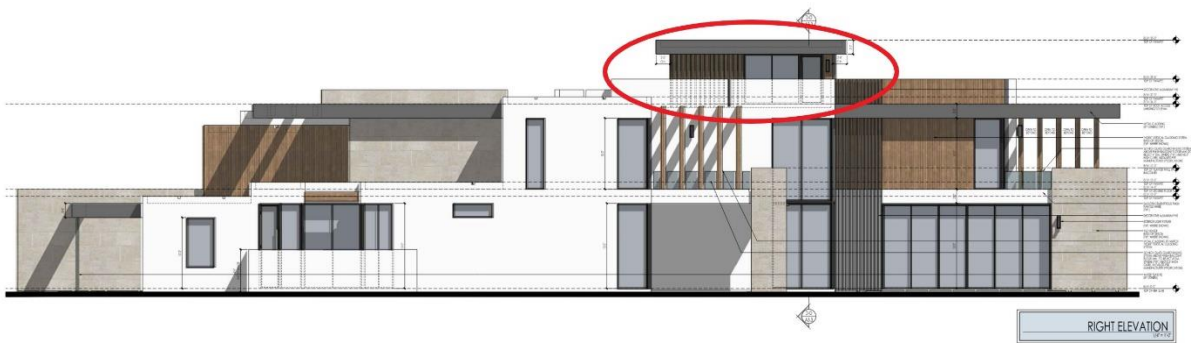


Figure 1: 206 E. Riverside (West) Elevation

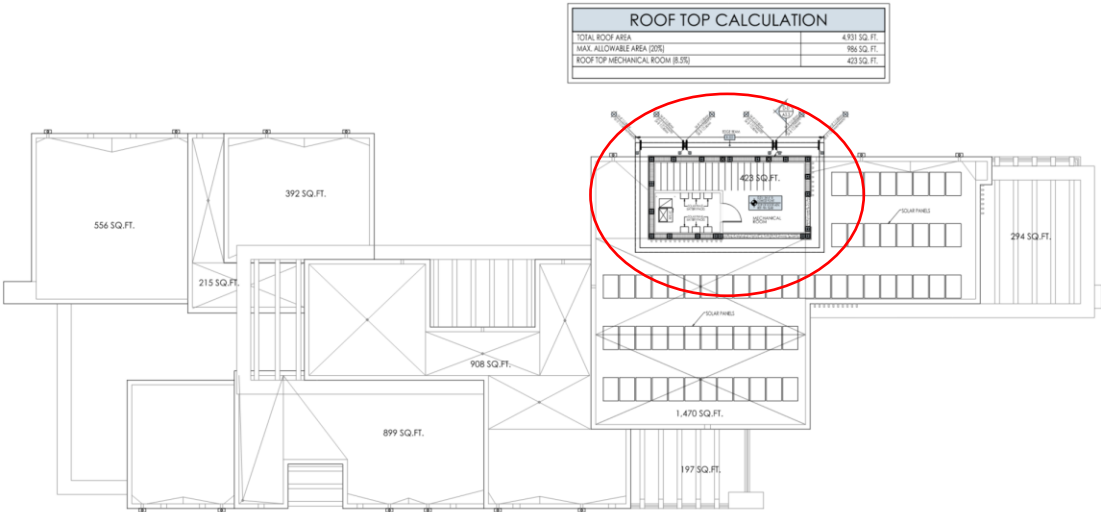


Figure 2: 206 E. Riverside Rooftop Elevation

## TOWN OF JUPITER

### Resolution 28-24, Quasi-judicial - Roger Dean Chevrolet Stadium Renovations - Site Plan Amendment to modify a previously approved site plan.



|                |                                                                                                                                                                                                                                                                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE</b>    | March 5, 2024                                                                                                                                                                                                                                                                                                                                    |
| <b>TO</b>      | Honorable Mayor and Members of Town Council                                                                                                                                                                                                                                                                                                      |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                                                                                                                                                                                                                                                                                                                     |
| <b>FROM</b>    | John Sickler, Director of Planning and Zoning                                                                                                                                                                                                                                                                                                    |
| <b>SUBJECT</b> | <b>Resolution 28-24, Roger Dean Chevrolet Stadium Renovations</b> – Site Plan Amendment to modify a previously approved site plan to construct new clubhouse buildings adjacent to the existing clubhouses, remodel the existing clubhouses and to enlarge an approved maintenance building, on 90± acre property, located a 4355 Stadium Drive. |

#### EXECUTIVE SUMMARY

Consideration of a site plan amendment application for Roger Dean Chevrolet Stadium to amend the approved renovation plans for the existing spring training facility, construction new clubhouse buildings adjacent to the existing clubhouses, remodel the existing clubhouses, and to enlarge an approved maintenance building.

#### ANALYSIS

In August of 2023, the Town Council approved the first major renovation to the Stadium facility since its inception (see Attachment C). The renovations included new team clubhouses, batting tunnels, stadium improvements, a team store expansion, and an expansion to the maintenance facility. In fall of 2023, the project team reached out to staff indicating that a pivot plan to the approved project was being developed. Staff has met with the project team in bi-monthly meetings through the end of 2023 and into early 2024 to help expedite the review process and prepare the project for Town Council's review.

The proposed plan represents a reduction in overall square footage from the previously approved project. While the square footage is reduced, the new site plan adds new two new buildings, each of which exceed 2,000 square feet; therefore, it is required to be approved by the Town Council. The proposed renovation for the stadium and associated facilities pivots from the approved plan in that the existing clubhouse will remain and be renovated, eliminating the need to construct temporary clubhouse facilities. In addition, new team training buildings are proposed adjacent to the existing clubhouses. The proposed plan keeps baseball operating out of the stadium during construction phasing and there is minimal impact to the existing parking lots in comparison to the previous plan.

Staff has recommended conditions for Town Council consideration including requiring an ADA letter and site plan demonstrating compliance with the Florida Accessibility Code (carry over from the previous approval); providing a plan of the Central Boulevard driveway connection to assist Town staff in conversations with the County on potential safety enhancements (as directed by Town Council previously), and removing conflicts with utilities (new).



**Planning and Zoning Commission Recommendation**

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 7 to 0 vote), of the above mentioned application with no modifications.

**STRATEGIC PRIORITY**

- Manage Growth

**ATTACHMENTS**

1. Resolution 28-24
2. Staff Report and Attachments
3. 07 Presentation

**FUNDING SOURCE**

N/A

For more information or copies of the attachments, please contact Garret Watson at [garret@jupiter.fl.us](mailto:garret@jupiter.fl.us) or 561-741-2549.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13                               **RESOLUTION NO. 28-24**  
14

15               **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**  
16               **JUPITER, FLORIDA, APPROVING AN AMENDMENT TO THE**  
17               **SITE PLAN FOR ROGER DEAN CHEVROLET STADIUM,**  
18               **LOCATED AT 4335 STADIUM DRIVE, AUTHORIZING THE**  
19               **RENNOVATION OF THE STADIUM AND EXISTING CLUBHOUSE**  
20               **BUILDINGS AND THE CONSTRUCTION OF NEW CLUBHOUSE,**  
21               **BATTING TUNNEL, AND MAINTENANCE BUILDINGS ON THE**  
22               **PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING**  
23               **FOR AN EFFECTIVE DATE.**  
24

25               **WHEREAS,** Palm Beach County is the owner (“the Owner”) of approximately 90±  
26  
27               acres of property which has been developed as a two-team Major League Baseball spring  
28               training complex, including the Roger Dean Chevrolet Stadium (the subject property); and,

29               **WHEREAS,** during the planning of the Abacoa Development of Regional Impact  
30               (DRI), the Town of Jupiter (Town) collaborated with the Owner and the developer of  
31               Abacoa to plan for the two team stadium within the DRI; and

32               **WHEREAS,** in order to facilitate the two team stadium, the Town permitted the  
33               developer to convey to the County approximately 25 acres that had been planned to meet  
34               the recreational needs of the residents of the Town; and,

35               **WHEREAS,** to meet some of the recreational needs of the Town’s residents that  
36               would have been otherwise available had the 25 acres been made available to the Town  
37               as contemplated by the DRI, the County and the baseball teams agreed to provide for the

use of the northern quad fields to the Town for youth baseball during certain times of the year; and,

**WHEREAS**, the legal description of the subject property is attached hereto and incorporated herein as Exhibit A; and,

**WHEREAS**, the subject property's address is 4355 Stadium Drive; and,

**WHEREAS**, Gentile Glas Holloway O'Mahoney & Associates, Inc., as the authorized agent (the Applicant) for the Owner has submitted an application to amend the site plan which was previously approved for the subject property; and

**WHEREAS**, the Applicant has submitted an application to amend the site plan which proposes to renovate the existing clubhouse buildings and construct new clubhouse buildings, a new batting tunnel buildings, a new maintenance building, and renovations to Roger Dean Chevrolet Stadium (the RDCS) (the Application); and,

**WHEREAS**, the Planning and Zoning Commission has reviewed the Application, conducted a public hearing to consider it; and has presented its recommendations to the Town Council; and,

**WHEREAS**, the Town Council considered the Application at a quasi-judicial hearing and considered the evidence presented to it by the Planning and Zoning Department staff, the Owner and Applicant, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

**WHEREAS**, the Town Council has determined that the conditions which are incorporated into Section 3 are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

62           **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**  
63   **TOWN OF JUPITER:**

64           **Section 1.** The whereas clauses are incorporated herein as the findings of fact  
65 and conclusions of law of the Town Council.

66           **Section 2.** The Town Council hereby approves an amendment to the site plan  
67 for the subject property authorizing the renovations to the stadium and existing  
68 clubhouses and the construction of new clubhouse buildings, a batting tunnel and a new  
69 maintenance building, and to make other renovations to the RDCS site.

70           **Section 3.** The Owner and Applicant, and their successors or assigns shall  
71 comply with and maintain the following conditions:

72    1)     The Owner shall install and maintain all improvements in compliance with the  
73 following:

- 74           a) Site Plan and Details, prepared by Fawley Bryant Architecture and  
75           2GHO, referenced as “L1.0, L2.0, and L3.0 through L3.9”, dated  
76           01/31/24, and received by the Department of Planning and Zoning on  
77           02/02/24.
- 78           b) Landscape Plan and Details, prepared by Fawley Bryant Architecture and  
79           2GHO, referenced as “L5.0, L6.0 through L6.9, L7.0, L7.1, L8.0 through  
80           L8.9, and L9.0 through L9.1”, dated 01/31/24, and received by the  
81           Department of Planning and Zoning on 02/02/24.
- 82           c) Traffic Impact Statement, prepared by Kimley Horn, dated 01/31/24, and  
83           received by the Department of Planning and Zoning on 02/02/24.
- 84           d) Renderings and Architectural Plans, received by the Department of  
85           Planning and Zoning on 02/02/24.

e) Statement of Use, prepared by 2GHO, revised 02/01/24, and received by Planning and Zoning on 02/02/24.

2) The uses conducted on the subject property shall be consistent with the Statement of Use, prepared by 2GHO, revised 02/01/24, and received by Planning and Zoning on 02/02/24.

3) Any revisions to the site plan, Statement of Use, or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, or changes to how the use operates, shall be submitted to the Department of Planning and Zoning (the Department) and shall be subject to its review and approval.

4) **Engineering.**

a) Upon the submission of the final plans and prior to the issuance of any development permits, the Applicant shall provide a letter, together with an ADA site plan from a Florida Licensed Design Professional that demonstrates the subject property is in compliance with the Florida Accessibility Code.

b) Within 90 days of effective date of this resolution, the Applicant shall provide a detailed plan of the driveway connection to Central Boulevard across the road to the midpoint of the east-west intersection just north of the driveway with dimensions. The plan shall be subject to the review and of the Town Engineer.

5) **Water.** Upon the submission of the final plans and prior to issuance of any development permits, the Applicant shall revise the plans to provide a minimum 10' horizontal separation between structures, fences, etc. to all drainage pipes,

111 drainage structures, and watermains. If the 10 feet cannot be provided, the  
112 Owner shall provide the Town with proposed indemnity agreements for each  
113 structure within 10 feet that will be owned and maintained by the Town after  
114 construction. The proposed indemnity agreements shall be subject to the review  
115 and approval of the Town Attorney in consultation with the Department prior to  
116 the issuance of any development permits. A final executed recorded copy shall  
117 be provided to the Town prior to the issuance of a Certificate of Occupancy for  
118 any structure that is part of the agreement.

119 6) **Water.** The Owner shall pay any new connection fees and an amendment to  
120 water service agreement within 60 days of the effective date of this resolution.

121 **Section 4.** Should any section or provision of this resolution, or any portion  
122 thereof, and paragraph, sentence, or word, ever be declared by a court of competent  
123 jurisdiction to be invalid, such decision shall not affect the validity of the remaining  
124 portion of this resolution.

125 **Section 5.** This resolution shall become effective upon its execution.

126 Attachments: Exhibit "A" – Legal Description

127

128 #3597037 v1 26503-00001

**Legal Description**

Tract SF1, ABACOA PLAT NO.1, according to the plat therefo, as recorded in Plat Book 78, Page 145, Public Records of Palm Beach County, Florida.

**TOWN OF JUPITER STAFF REPORT FOR ROGER DEAN CHEVROLET STADIUM  
TOWN MANAGER'S OFFICE**



**DATE:** February 27, 2024  
**TO:** Honorable Mayor and Members of Town Council  
**THRU:** Frank J. Kitzerow, Town Manager  
**FROM:** John Sickler, Director of Planning and Zoning **JS**  
**SUBJECT:** **Roger Dean Stadium** – Site Plan Amendment to modify a previously approved site plan to construct new clubhouse buildings adjacent to the existing clubhouses, remodel the existing clubhouses and to enlarge an approved maintenance building, on 90± acre property, located at 4355 Stadium Drive.

---

|             |                                         |
|-------------|-----------------------------------------|
| Res. #28-24 | P&Z Commission: 02/13/24                |
| PZ 23-5845  | Town Council: 03/05/24 (quasi-judicial) |
| G. Watson   |                                         |

---

**Project Information**

|                              |                                                                                                                                                                                                   |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name:                | Roger Dean Chevrolet Stadium Renovations                                                                                                                                                          |
| Owner/Applicant:             | Palm Beach County                                                                                                                                                                                 |
| Agent:                       | 2GHO, Inc.                                                                                                                                                                                        |
| Location:                    | 4355 Stadium Drive                                                                                                                                                                                |
| Acreage:                     | 90 ± acres                                                                                                                                                                                        |
| Future Land use designation: | Mixed Use                                                                                                                                                                                         |
| Zoning:                      | Recreation subdistrict of the Mixed Use Zoning District                                                                                                                                           |
| Existing uses:               | Baseball Stadium and spring training facilities                                                                                                                                                   |
| Request:                     | Site Plan amendment to construct new clubhouse buildings adjacent to the existing clubhouses, remodel the existing clubhouses, and to enlarge an approved maintenance building (see Attachment A) |

**Planning and Zoning Commission Recommendation**

At their February 13, 2024 meeting, the Planning and Zoning Commission recommended approval (by a 7 to 0 vote), of the above mentioned application with no modifications to Resolution #28-24.

**Staff Compliance Review Summary**

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application will be in compliance with the Town Code, subject to the conditions recommended in **Resolution #28-24**.



## Project Data

Pertinent site plan data and information in reference to the application is listed below:

**Table 1: Adjacent Properties**

| Direction | Existing Land Uses                                                                      | Future Land Use   Zoning Districts                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| North     | Greenway preserve and recreation (Abacoa Community Park)                                | Mixed Use / Edge Area subdistrict of the Mixed Use Zoning District (EA) and Recreation Subdistrict of the Mixed Use Zoning District (NB) |
| South     | Commercial and multi-family residential (Downtown Abacoa and the Villages)              | Mixed Use / Town Center Subdistrict of the Mixed Use Zoning District (TC)                                                                |
| East      | Multifamily residential (Sophia)                                                        | Mixed Use / Residential Urban Subdistrict of the Mixed Use Zoning District (RU)                                                          |
| West      | Commercial (Marriott), vacant property and multifamily residential (Allure and Antigua) | Mixed Use / Town Center Subdistrict of the Mixed Use Zoning District (TC)                                                                |

**Table 2: Site Plan**

|                      | Recreation subdistrict of the Mixed Use Zoning District | Owner's proposal   |
|----------------------|---------------------------------------------------------|--------------------|
| Minimum lot width    | 100 feet                                                | 1,930 feet         |
| Minimum lot depth    | 150 feet                                                | 1,831 feet         |
| Minimum lot area     | 30,000 sf                                               | 3,920,400 sf       |
| Maximum lot coverage | 50 %                                                    | 5.7 % <sup>1</sup> |
| Maximum height       | 50 feet                                                 | 23.3 feet          |

**Table 3: Setbacks for Closest Structure**

|                              | Zoning district requirements | Owner's proposal                        |
|------------------------------|------------------------------|-----------------------------------------|
| Front (University Boulevard) | 20 feet                      | 23.4 feet (existing clubhouse)          |
| Rear (Frederick Small Road)  | 30 feet                      | 970 feet (maintenance building)         |
| Side (Central Boulevard)     | 20 feet                      | 395 feet (batting tunnel)               |
| Side Corner (Stadium Drive)  | 10 feet                      | 18 feet (existing maintenance building) |

**Table 4: Landscaping**

|                                       | Zoning district requirements | Owner's proposal                 |
|---------------------------------------|------------------------------|----------------------------------|
| Club Houses (Marlins and Cardinals)   |                              |                                  |
| Foundation planting (square feet)     | 23,918 SF                    | 28,799 SF                        |
| Foundation planting (trees)           | 99                           | 107                              |
| Vehicular Use Areas (North and South) |                              |                                  |
| Trees                                 | 76                           | 76                               |
| Shrubs                                | 1140                         | 1216                             |
| Native shade trees                    | 50 percent                   | 100 percent                      |
| Native shrubs and groundcovers        | 50 percent                   | 85 and 63 percent (respectively) |

<sup>1</sup> Stadium Facility is exempt from lot coverage per Section 27-1114(c)(1)(c)

**Table 5: Traffic (Attachment B)**

| <b>Traffic Performance Standards (TPS)</b> | <b>Owner's proposal</b>   |
|--------------------------------------------|---------------------------|
| Satisfies Town of Jupiter TPS              | Yes                       |
| Satisfies Palm Beach County TPS            | Not Required <sup>2</sup> |
| New daily trips                            | 0                         |
| New AM peak hour trips                     | 0                         |
| New PM peak hour trips                     | 0                         |

**Table 6: Building Data**

| <b>Uses</b>                  | <b>Previously Approved Uses</b> | <b>Proposed Uses</b>             | <b>Change</b> |
|------------------------------|---------------------------------|----------------------------------|---------------|
| Team Clubhouses <sup>3</sup> | 133,457 square feet             | 112,982 square feet <sup>4</sup> | -27,631 SF    |
| Batting Cage Bldgs           | 35,067 square feet              | 34,056 square feet               | -1,011 SF     |
| Observation Towers           | 1,800 square feet               | 1,800 square feet                | +0 SF         |
| Maintenance Bldgs            | 12,360 square feet              | 12,750 square feet               | +390 SF       |
| Storage Buildings            | 925 square feet                 | 925 square feet                  | +0 SF         |
| Stadium (seats)              | 7,779 seats                     | 7,639 seats                      | -140 seats    |
| Total                        | 183,609 square feet             | 162,513 square feet              | -29,032 SF    |

## **Background and History**

Roger Dean Chevrolet Stadium was constructed in 1997 as part of the first phase of Abacoa. The property was developed with a stadium, several practice fields, and associated facilities for the purpose of supporting spring training. Throughout the years, staff has processed several minor amendments to the site plan to add minor expansions for retail storage, VIP seating, shade canopies, nets for crowd protection, new signage, scoreboards for practice fields, and dugout improvements. In 2019, the Town Council approved a batting tunnel building for the Cardinal's which is constructed between the four Cardinal's practices fields adjacent to Central Boulevard. In August of 2023, the Town Council approved the first major renovation to the Stadium facility since its inception (see Attachment C). The renovations included new team clubhouses, batting tunnels, stadium improvements, a team store expansion, and an expansion to the maintenance facility. In fall of 2023, the project team reached out to staff indicating that a pivot plan to the approved project was being developed. Staff has met with the project team in bi-monthly meetings through the end of 2023 and into early 2024 to help expedite the review process and prepare the project for Town Council's review.

Since the inception of Abacoa, the Town has been a supportive partner of baseball as one of the cornerstones of Abacoa. In the mid-90's, in order to support a stadium facility that would accommodate two major league teams for spring training, the Town collaborated with the developer of Abacoa to dedicate enough extra land (approximately 25-acres) to Palm Beach County. This allowed for the facility to accommodate additional practice fields necessary to make the project financially feasible by adding a second team and to host spring training for two teams. As part of that agreement, the northern quad fields were established for shared use as part of the Town's recreation programming. In the adopted CIP 2024-2028 and FY24 budget, the Town Council has included \$2.2 million in funding to support renovations and upgrades to the facilities that includes upgrades to the Jupiter fieldhouse and lighting at the north quad fields (\$1.45 million), as well as \$750K for upgrades to the stadium entry plazas on Main Street.

<sup>2</sup> Staff contacted the Palm Beach County Traffic Division who confirmed that TPS approval was not required if the Town does not require a letter.

<sup>3</sup> The two existing clubhouses and new strength and conditioning buildings have been combined into one category to demonstrate the difference in overall square footage

<sup>4</sup> This includes both teams existing clubhouses, both teams' new player development buildings, and the new the cardinals meeting room.

## **Analysis**

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

**Comprehensive Land Use Plan (CLUP) Consistency.** The proposed development is in conformance with Mixed Use land use designation of the Future Land Use element of the CLUP.

**Recreational Subdistrict of the Mixed-Use Zoning District.** The proposed development is in conformance with Section 27-1114, entitled "Recreational Subdistrict (REC)".

**Site Plan.** The proposed plan represents a reduction in overall square footage from the previously approved project. While the square footage is reduced, the new site plan adds new two new buildings, each of which exceed 2,000 square feet; therefore, it is required to be approved by the Town Council. The proposed renovation for the stadium and associated facilities pivots from the approved plan in that the existing clubhouse will remain and be renovated, eliminating the costly construction of temporary clubhouse facilities. In addition, new team training buildings are proposed adjacent to the existing clubhouses. The proposed plan keeps baseball operating out of the stadium during construction phasing and there is minimal impact to the existing parking lots in comparison to the previous plan.

Overall, the project includes stadium improvements, a new team store, new team training buildings adjacent to the existing clubhouses for both the Marlins and Cardinals, new batting tunnels for the Cardinals (previous approval also included the Marlins), and an expanded maintenance facility. The proposed plan maintains the same public facing improvements from the previous application (i.e. the third base lounge and new team store) and includes a remodel of the existing clubhouses along with new team training facilities adjacent to the existing clubhouses.

- **Public art.** The project includes a public art element on the street side plaza on the third base side of the stadium (corner of Main Street and Avenue A) that is still under design. Once the design is finalized, the applicant will be sending the art to staff to share with the Town Council and they will be required to permit the work through the building department.

**Landscaping.** The proposed development is in conformance with Chapter 23, entitled, "Landscaping". The applicant has worked with staff to relocate existing trees as part of the proposed plan in the locations that satisfied staff's previous concerns.

**Engineering.** The proposed development will be in conformance with the requirements of Chapter 25 of the Town Code and Section 27-2829, entitled "Required ADA accessible parking", with a recommended condition on ADA Parking.

The applicant is no longer proposing major reconfiguration of parking areas around the property; however, a new batting tunnel building for the Cardinals is proposed, which necessitated shifts in the location of ADA parking. The applicant has revised the plans to make improvements to the parking areas and parallel parking along Main Street in order to ensure compliance with the Florida Accessibility Code. In order to ensure that all of the changes are compliant, staff has recommended a condition that **the Applicant shall provide a letter, together with an ADA site plan from a Florida Licensed Design Professional that demonstrates the subject property is in compliance with the Florida Accessibility Code.**

**Parking.** The proposed project is in conformance with the shared parking agreements approved for the stadium with Abacoa Town Center.

- Stadium/Abacoa Town Center parking history. In 2015, the Town Council established “Abacoa baseball and parking” as a strategic initiative, which has been a continual priority of the Town Council. Over the years, staff has continued to monitor the stadium operations to ensure compliance with the approved parking agreements.
- Proposed project effect on parking demand. The proposed project does not generate any additional parking demand. The improvements to the stadium modify existing facilities and provide upgrades that reduce the total number of seats within the stadium.
- Central Boulevard driveway. During the prior review, parking and potential safety concerns along Central Boulevard were raised. The situation primarily occurs during tournament operations that utilize the practice fields along Central Boulevard. Staff raised the matter during the previous application, as it was the first major renovation to the stadium since its original inception. No resolution condition was included in the approval to require the applicant to formalize grass parking along Central Boulevard to support the tournament operations or to modify the existing driveway on Central Boulevard. The applicant was concerned about both the cost and additional time that it would take to develop that area and noted that Palm Beach County Fire rescue had expressed concerns to them about formalizing the parking in that area. Ultimately, the Town Council did not want to place the burden of time or cost on the applicant, since the area is not typically during stadium usage; however, they did request that the applicant work with staff to address the issue outside of the site plan application process. In order to assist staff with their discussions with Palm Beach County Engineering about potential safety enhancements to that area, staff recommends **that within 90 days of approval, the applicant provide a detailed plan of the driveway connection to Central Boulevard across the road to the midpoint of the east-west intersection just north of the driveway with dimensions** so that the Town and Palm Beach County can coordinate if any improvements and/or safety enhancements are needed in the area during tournament operations. Staff will provide updates to the Town Council as discussions evolve.

**Signage.** The proposed project is in general conformance with Section 27-1237 and 27-1186(a) of the Town code related to the size of the signage being harmonious with the architecture and scale of the proposed building. Roger Dean Chevrolet Stadium has an approved signage program that was recently amended in 2023 with the previous project. Section 27-1186(a) outlines that the purpose of the sign regulations in Abacoa is to encourage that signs are integrated and harmonious with the architecture and environment of the site they occupy.

- Sign Program - In 1997, Roger Dean Stadium received approval for a signage program from the Town Council. The signage program outlined the number and type of signs and their respective sizes. Over the years, Roger Dean has requested changes to the approved signage program to rebrand adding “Chevrolet” to the name, modifying sizes of signs, and adding score boards for the practice fields. The applicant has not requested any additional signage beyond what was approved in August of 2023 with the previous development plan.

**Architecture.** The proposed application is generally in conformance with Chapter 27, Article XI, Division 5 entitled, “Architectural and Community Appearance Standards”. The applicant proposes to remodel the existing clubhouses to modernize them as well as address the publicly facing entry features. The proposed architectural style of the remodeled and new clubhouse buildings is a more modern design which utilizes an updated color palette in contrast to the existing stadium building. The goal for the remodeled and new buildings, as with historic structures, is to be sympathetic and complementary to the older sections of the building, but also pay tribute to the older sections. The applicant has worked to blend portions of the existing

architectural language and color palette onto the new buildings to tie them in visually. The applicant has noted in the statement of use that they plan to modernize the existing stadium over time with new paint and roofing to match the current standards and aesthetics in the surrounding downtown. Should the Town Council have issues with the more modern design of the buildings, conditions will need to be added as it relates to the desired architectural changes.

**Traffic.** The proposed application is in conformance with the Town's traffic performance standards. During the previous project, staff contacted the PBC Traffic Division who confirmed that a TPS letter is not required if the Town does not require a letter. Previously, the Town's Traffic Engineer confirmed that a letter is not required. The applicant has submitted a traffic a revised impact statement that shows the proposed reductions to the square footages of buildings and stadium seating (see Attachment B).

**Water.** The proposed plan has eliminated many of the conflicts with utilities created by the approved plan by proposing new buildings outside of the utility corridor that runs behind the two existing clubhouse buildings. While the conflicts are removed, staff wants to ensure that proper distances are maintained between new buildings and existing water infrastructure. As a result, staff has recommended a condition that the plans be revised to **provide a minimum 10' horizontal separation between structures, fences, etc. to all drainage pipes, drainage structures, and watermains. If the 10 feet cannot be provided, provide indemnity agreements for each structure within 10 feet that will be owned and maintained by the Town after construction. A draft copy of any indemnity agreements shall be provided to staff for review and approval prior to the issuance of any development permits. A final executed recorded copy shall be provided to the Town prior to the issuance of a Certificate of Occupancy for any structure that is part of the agreement.**

**Site Plan Criteria.**

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 of the 12 criteria. The criteria not met is Section 27-175(3), which is "the proposed development is consistent with all applicable land development regulations and all other portions of this Code." Staff has provided conditions for the following code sections to ensure conformance with the Town Code.

- 1) Section 27-2829, entitled "Required ADA accessible parking"; and,

**Attachments\*:**

- Attachment A – Statement of Use
- Attachment B – Traffic Statement
- Attachment C – Previously approved project Staff Report

\*Please contact Garret Watson at [Garretw@jupiter.fl.us](mailto:Garretw@jupiter.fl.us) or 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

Landscape Architects ■ Planners ■ Environmental Consultants

George G. Gentile FASLA  
M. Troy Holloway ASLA  
Emily M. O'Mahoney FASLA, PLA, LEED®AP, BD&C

*Roger Dean Chevrolet Stadium and Sports Complex  
Town of Jupiter  
Site Plan Amendment  
November 27, 2023  
rev. February 1, 2024*

**Request**

2GHO, Inc. as agent for the Owner (Palm Beach County), is requesting approval of a site plan amendment to make miscellaneous improvements to the existing Roger Dean Chevrolet Stadium and Sports Complex ("Facility"). Following its most recent approval (August, 2023), the design team proposes to implement a "pivot" plan which will make modifications to aforementioned approved plans.

The subject facility is the spring training home of the Miami Marlins and St. Louis Cardinals. The facility is situated on ±90 acres, and is located on Main Street, between the intersection of Avenue A and University Boulevard, near Downtown Abacoa.

Since the August 2023 Town council approval, we have worked diligently with the teams (JSL), the Town of Jupiter (TOJ), and Palm Beach County (PBC) to create a viable path forward for the renovations and improvements at Roger Dean Chevrolet Stadium. The previous plan, as originally submitted, would have been a 20 - 24-month disruption to the Town and the teams, significantly displacing major operating functions of the ballpark. Additionally, it would have potentially required the Cardinals and Marlins to temporarily relocate spring training out of Jupiter for a minimum of one, potentially two seasons, if a temporary structure, suitable and otherwise permissible solution could not have been maintained for the duration of these seasons. The original approach would have required massive temporary structures for each individual team to house MLB Spring Training, MiLB extended spring, Florida State League and Florida Complex League as early as February 5<sup>th</sup> to October 1. This revised submission provides an efficient path forward for the planning, phasing and sequencing of these operations and adds assurances of baseball operating in Jupiter.

To reduce disruption to the TOJ, baseball community and teams, as well as curbing inflation and labor cost on high-risk work, the program required some realignment. The new approach led to renovations of the existing team clubhouses, visitor's clubhouse, and new structures for player development and stadium versus a complete demolition and reconstruction of the facility components. The new approach allowed us more efficient use of dollars for campus wide improvements, by avoiding costly and unnecessary disruptions in utility infrastructure relocations, minimized the involvement of third-party utilities, less impact on surrounding parking, less disruption to the existing trees, and allowed time savings by maintaining level 2 alternations at the clubhouses, and other renovation areas.

We are pleased to report that we have made significant progress and remain on track to accomplish the project objectives. This will be an exciting project that keeps the Marlins and Cardinals in Jupiter and allows less disruptions on locale businesses and the community. We feel this new proposal will be a win for all.

**Property History**

Roger Dean Chevrolet Stadium (approved by Resolution 65-96) was constructed in 1997 as part of the first phase of Abacoa. The property was developed with a stadium and several practice fields and associated facilities for the purpose of supporting spring training;

Roger Dean Chevrolet Stadium  
Statement of Use  
Page 2 of 7

- In 1998, Resolution 13-98 was approved by Town Council which authorized the addition of a grass parking field in order to satisfy the Facility's parking demand.
- In 2019, Resolution 45-19 was approved which allowed the construction of a batting tunnel building between the existing practice fields.
- On August 18, 2023, Resolution 62-53 authorizing stadium renovations was adopted.

### **Compatibility with Surrounding Land Uses and Zoning Districts**

Roger Dean Chevrolet Stadium and Sports Complex is located in the master planned community of Abacoa. Within Abacoa, there are 20 residential neighborhoods, over 20 commercial districts, two college campuses, two science research and development campuses, two public schools, a spring training stadium, a public golf course, a Main Street-style Town Center, hotel, shopping plaza, and a Workplace District.

The existing stadium functions as a recreation site and major public attraction for Abacoa, the Town of Jupiter and Palm Beach County at large. The proposed improvements seek to refresh the facility and will remain consistent with the existing stadium and surrounding area. Further, the Owner has already coordinated with (and received approval) from the Abacoa POA related to the proposed improvements for the facility. This letter has been included in the resubmittal package.

### **Scope of Improvements**

As previously mentioned, this amendment is necessary due to meeting the desired needs of both the St. Louis Cardinals, and Miami Marlins home teams. The updated "pivot" program will include the following:

#### **Stadium Improvements: Renovation of Existing Stadium:**

- *Convert two existing stadium concessions to modern grab-n-go function and improvements to the commissary kitchen;*
- *Upgraded Press box seating, new press box windows and press dining upgrades;*
- *New Premium group area on the third base side with an elevated hospitality bar, and activity zones;*
- *New 3,000 SF team store*
- *New female and male umpire locker room addition;*
- *Renovations of existing visiting team clubhouse in compliance with MLB PDL requirements;*
- *Relocated bullpens to the outfield wall;*
- *New batter's eye;*
- *A revised entry plaza with seating area (adjacent to University Drive)*

#### **Art in Public Places:**

- *Provide options for potential integration into the public places component within the stadium;*
- *1<sup>st</sup> and 3<sup>rd</sup> base stadium plazas;*
- *Specified locations at 1<sup>st</sup>/3<sup>rd</sup> base sides, concourse level*

#### **Maintenance Building:**

- *Renovation of existing maintenance building;*
- *Renovation of existing women's and men's restroom*
- *New maintenance storage building*

#### **Maintenance Storage Building:**

- *New locker room for grounds staff;*
- *Female and Male umpire locker rooms;*
- *Exterior covered storage area;*

Roger Dean Chevrolet Stadium  
Statement of Use  
Page 3 of 7

- *Three offices;*
- *Breakroom;*
- *Laundry Room;*
- *Gasoline dispensing and storage area;*
- *Seven exterior material storage bays;*
- *Vehicle Washing Area;*

**Existing Marlins Clubhouse Renovation**

- *Major and Minor players and coaches' spaces*
- *Major and Minor Coaches Team Meeting Rooms*
- *Staff and Coaches Locker Rooms*
- *Administration Offices and Conference Rooms*

**New Marlins Player Development Building:**

- *Team Meeting Room;*
- *Strength and Conditioning Room;*
- *Agility fields and necessary protective netting on adjacent fields*
- *Hydrotherapy Room*
- *Athletic Training for MLB and MiLB*

**Existing Cardinals Clubhouse Renovation**

- *Major and Minor players and coaches' spaces*
- *Major and Minor Coaches Team Meeting Rooms*
- *Staff and Coaches Locker Rooms*
- *Administration Offices and Conference Rooms*

**New Cardinals Player Development Building**

- *Weight Room;*
- *Agility Fields and necessary protective netting on adjacent fields*
- *Hydrotherapy Room*
- *Athletic Training for MLB and MiLB*

**New Cardinals Dining/Meeting Building:**

- *Team Meeting Room;*
- *Commercial Kitchen with serving area*
- *Team Dining Area*
- *Outdoor Dining Area*

**New Cardinals Batting Tunnel:**

- *6 batting tunnels and an enclosed video coaching room with 8 stations*
- *All cages to have retractable netting*
- *Viewing area for the public to watch batting practice*
- *Covered outdoor seating area for players*
- *Ice machine and sink for quick access for filling coolers at the practice fields*
- *3 mounds will be portable to allow for covered indoor agility*

**Site Improvements:**

- *ADA compliant crosswalks (on Avenue A, and University Drive)*
- *Bus Drop Off*
- *New Curbing*
- *New Maintenance Building*



Roger Dean Chevrolet Stadium  
Statement of Use  
Page 4 of 7

**Summary of Improvements\*** – Below is a chart noting the approved square footages/intensities vs proposed square footages/intensities for the subject pivot plan.

**Existing Uses**

| Use                    | Intensity       |
|------------------------|-----------------|
| Clubhouse #1           | 40,000 sf       |
| Clubhouse #2           | 40,000 sf       |
| Batting Cage (x2)      | 18,000 sf       |
| Observation Tower      | 1,800 sf        |
| Stadium                | 7,657 seats     |
| Person Terrace Seating | 122 seats       |
| Storage Building       | 925 square feet |
|                        |                 |

**Proposed Uses**

| Use                             | Intensity   |
|---------------------------------|-------------|
| Clubhouse #1                    | 40,000 sf   |
| Clubhouse #2                    | 40,000 sf   |
| Strength and Conditioning       | 25,826 sf   |
| Batting Cage (x2)               | 34,056 sf   |
| Observation Tower               | 1,800 sf    |
| Stadium                         | 7,639 seats |
| Person Terrace Seating          | 122 seats   |
| Storage Building                | 925 sf      |
| Maintenance Building (ex + new) | 12,750 sf   |

***\*Based on square footages from traffic statement prepared by Kimley Horn and Associates***

**Parking**

The parking for Roger Dean Chevrolet Stadium and Sports Complex has historically operated on a series of parking agreements. During the approval of Abacoa Town Center it was determined that instead of having one large parking lot or garage for stadium use, the parking for the stadium would be provided throughout the Abacoa Town Center in a shared arrangement. This was important to provide for a walkable development environment consistent with the vision set for Abacoa.

With this current proposal, the stadium parking will provide 406 9'x19' spaces, and 39 12'x 19' handicap spaces for a total of 445 spaces. This will be an increase of 2 spaces over what is currently existing. A parking section has been added into the statement of use stating the above.

**Architectural Design**

The project design approach remains steadfast in maintaining community cohesion. Abacoa has a rich history of community connectivity that was created by the original master plan, and the traditional neighborhood development principles promote connection of the community and the architecture. With the improvements planned at Roger Dean Stadium, the design approach was to create new clubhouses that had connection and design elements relating to the existing stadium, while implementing the current Abacoa color palette and materials. The Clubhouses will contain architectural features at their entry points with glass and tower elements to connect with the surround context. The stadium, over time through life cycle and maintenance, will receive new paint and roofing that will bring the exterior aesthetic up to the current standards and aesthetics in the surrounding downtown area. The other support buildings will have the modern color palette and materials as well. The proposed designs are an upgrade to the existing facility while improving the community connection set forth in the master plan.

### Justification

It is the intent of this project to introduce the above-mentioned programmatic elements to increase the capacity and ability for player development, which will lead to player competition at a higher level, and in turn is hoped to lead to greater team success and a capacity spring training crowd for each game at Roger Dean Chevrolet Stadium. The structure and programming are consistent with improvements being initially constructed or later introduced at MLB spring training complexes throughout the country, including the recently constructed FITTEAM Ballpark of the Palm Beaches in West Palm Beach, which features a similar batting tunnel structure and training infrastructure for each home team. This improvement is seen as being imperative to remaining competitive within the league and the facility attractive to players, patrons and event organizers, and is the first of many planned improvements that would be likely to follow in the event that the teams are retained at Roger Dean Chevrolet Stadium as their spring training home.

Further, these improvements will continue to allow Roger Dean Stadium to bolster the Town's economic impact. Based on the Palm Beach County Sports Commission's 2023 economic impact study, just last year the Cardinals and Marlins brought in \$39,000,000 in economic activity to the area, with nearly 380 jobs.

### Signage

Below is a list of signage that is approved at the existing facility:

- a) Four directional and informational signs (Sign type A1 for ticket prices), with a sign copy area which does not exceed 5.4 square feet, and a height of 6.0 feet.
- b) 14 directional and informational signs (Sign type D2 for specific locations), with a sign copy area which does not exceed 9.0 square feet, and a height of 6.0 feet.
- c) Two individual tenant signs (Sign type X1 stating "Tickets"), with a sign copy area which does not exceed 3.7 square feet, and a height of 10.0 feet.
- d) One individual tenant sign (Sign type X1 stating "Official Teamstore"), with a sign copy area which does not exceed 17.0 square feet, and a height of 10.0 feet.
- e) Two facade signs, with a sign copy area which does not exceed 169.3 square feet.
- f) One facade sign, with a sign copy area which does not exceed 93.9 square feet.
- g) Six directional and informational signs (Sign type X4 stating the rules and regulations), with a sign copy area which does not exceed 4.7 square feet, and a height of 6.0 feet.
- h) Four directional and informational signs (Sign type X5 for ticket map sign), with a sign copy area which does not exceed 5.4 square feet, and a height of 6.0 feet.
- i) Two individual building tenant signs (Sign type X7 for Clubhouse entry signage), with a sign copy area which does not exceed 20.0 square feet, and a height of 6.0 feet.
- j) Two temporary banner signs (Sign type X9), with a sign copy area which does not exceed 32 square feet. The banners may only be installed up to seven days prior to an event and must be removed 24 hours after the event.
- k) Two scoreboard/mediaboards, with a sign copy not to exceed 1,359 square feet, and a height of 37.75 feet, per the letter of agreement, dated August 6, 1996 addressed to Michael Botos from Lee R. Evett.
- l) Two practice field scoreboards with a sign copy area not to exceed 96 square feet, and a height of 14 feet located between practice field 1 (Cardinals) and practice field two (Marlins) directly northeast of the main stadium.
- m) St. Louis Cardinals Batting Tunnel – two façade signs with a sign copy area not to exceed 32 square feet.
- n) St. Louis Cardinals Clubhouse – two façade signs with a sign copy area not to exceed 8 square feet.

Roger Dean Chevrolet Stadium  
Statement of Use  
Page 6 of 7

- o) St. Louis Cardinals Clubhouse – one scoreboard/mediaboard with a sign copy area not to exceed 77 square feet.
- p) St. Louis Cardinals Batting Tunnel – two façade signs with a sign copy area not to exceed 23 square feet.
- q) Marlins Clubhouse – two façade signs with a sign copy area not to exceed 33 square feet.
- r) Marlins Batting Tunnel – one scoreboard/mediaboard with sign copy area not to exceed 77 square feet.
- s) Stadium – one Southwest Entrance sign with a sign copy area not to exceed 17 square feet.
- t) Stadium Sponsor Area seating – one façade sign with a sign copy area not to exceed 111 square feet.
- u) Stadium 3<sup>rd</sup> base seating – one façade sign with a sign copy area not to exceed 86 square feet.

### Criteria for Site Plan Review

Section 27-175 of the Town's zoning code lists 12 criteria that shall apply to all site plan applications, and modification to existing approved development orders. The Owner provides responses to each criterion as listed below.

1. The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.

***Response: The proposed development meets several components identified in Policy 1.3.10, Mixed Use designation, of the Town's Comprehensive Plan specifically, and is not in conflict with any goal, objective or policy of the Town's Comprehensive Plan. Roger Dean Chevrolet Stadium was originally approved in 1997, and was found to be consistent with applicable sections of the Town's Comprehensive Plan. The minimal nature and extent of the proposed modification retains consistency with the Comprehensive Plan.***

2. The proposed development is consistent with any applicable, countywide land development regulations.

***Response: The proposed development is being designed to be consistent with all applicable, countywide land development regulations.***

3. The proposed development is consistent with all applicable land development regulations and all other portions of this Code.

***Response: The proposed modifications and all aspects of the improvements are consistent with the applicable standards in the Town's Land Development Regulations.***

4. The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.

***Response: The subject improvements are internal to an existing facility (Roger Dean Chevrolet Stadium). As a result, the improvements will remain consistent with the established facility, surrounding area, and neighborhood. The applicant will coordinate with the Abacoa POA and will provide staff an approval letter from the Board.***

5. The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.

***Response: As demonstrated by the accompanying professionally prepared traffic statement, this application is not anticipated to have any impact on traffic. The structure will replace existing improvements of an equivalent nature at a complex that has long been established without any detriment to public safety.***

6. There are adequate levels of service for public facilities, including, but not limited to, transportation, water supply, drainage and sanitation, available concurrent with the impacts of the development proposed by the application.

***Response: With the original approval, the subject property was found to have adequate levels of service for all public facilities. The proposed improvements will not place an undue burden on the established levels of service for this area.***

7. The proposed development does not significantly reduce light and air to adjacent properties.

***Response: It is not anticipated that the proposed modification will reduce light and air to the adjacent properties.***

8. The proposed development does not adversely affect property values in adjacent areas.

***Response: As the proposed improvements are replacing and improving upon same at an established facility within a master planned community, the proposed modification will not adversely affect property values in the adjacent areas.***

9. The proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

***Response: As this modification are minimal in nature and internal to the existing complex, the proposed development will not be a deterrent to the improvement or development of adjacent property.***

10. The proposed development does not create noise or visual pollution.

***Response: The nature, extent, location and design of the proposed improvements will not create any undue noise, nor will it create visual pollution.***

11. The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.

***Response: The proposed modification will not negatively impact any adjacent natural systems or public facilities, as demonstrated by the professional prepared documentation that accompanies this application.***

12. The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

***Response: As the proposed improvements are accessory and internal to an existing facility, the above-mentioned pedestrian amenities are provided to the extent practical and applicable.***

## Conclusion

This project seeks to make improvements to the existing Roger Dean Chevrolet Stadium in an effort to remain consistent with newer MLB Spring Training complexes around the country. The updates to the stadium public spaces, clubhouses, batting tunnels, maintenance facility, and signage program will all work in a synergistic fashion to provide the public and players and efficient facility that has a unified design concept. Additionally, this project meets the applicable Town of Jupiter Requirements, and will not be a detriment to the public welfare. With this, and on behalf of the Owner, 2GHO, Inc. respectfully requests approval of the site plan submittal materials.



January 31, 2024

Shane Johnson  
Senior Project Manager  
Fawley Bryant Architecture  
5391 Lakewood Ranch Boulevard North, Suite 300  
Sarasota, Florida 34240

**RE: Roger Dean Stadium Renovations Improvements**  
**4355 Stadium Drive**  
**Traffic Impact Statements**  
**Palm Beach County, Florida**

Dear Mr. Shane:

Kimley-Horn and Associates, Inc. has prepared a traffic statement for the above referenced site located north of University Boulevard between Main Street and Central Boulevard in the Town of Jupiter, Florida. The site location is provided in *Figure 1*. The existing site was previously approved for a stadium totaling 7,657 seats, including ancillary uses such as club houses, batting cages, terrace seating, observations towers, and a storage building. The approved uses and intensities are shown in Table 1.

*Table 1: Existing Uses*

| Existing Uses          | Total Intensity |             |
|------------------------|-----------------|-------------|
|                        | Quantity        | Unit        |
| Club House             | 40,000          | Square Feet |
| Club House             | 40,000          | Square Feet |
| Batting Cage (2 Each)  | 18,000          | Square Feet |
| Observation Tower      | 1,800           | Square Feet |
| Stadium                | 7,657           | Seats       |
| Person Terrace Seating | 122             | Seats       |
| Storage Building       | 925             | Square Feet |

It is proposed to make site improvements that will result in modification to the intensities of the ancillary uses and reduce the overall seating. It is proposed to construct two new strength and conditioning buildings totaling 25,826 square feet, a new 7,156 square feet meeting building, a new 7,156 square feet maintenance building, and new 15,031 square feet covered batting cages.

The proposed uses and intensities are shown in Table 2. As stated above, the proposed site redevelopment is ancillary to the seating area of the stadium, which is the generator of trips.

Table 2: Proposed Uses

| Proposed Uses                   | Total Intensity |             |
|---------------------------------|-----------------|-------------|
|                                 | Quantity        | Unit        |
| Club Houses                     | 80,000          | Square Feet |
| Strength & Conditioning         | 25,826          | Square Feet |
| Meeting Building                | 7,156           | Square Feet |
| Batting Cage                    | 34,056          | Square Feet |
| Observation Tower               | 1,800           | Square Feet |
| Stadium                         | 7,639           | Seats       |
| Person Terrace Seating          | 122             | Seats       |
| Maintenance Building (ex + new) | 12,750          | Square Feet |
| Storage Building                | 925             | Square Feet |

As shown in the table above, the proposed redevelopment is expected to result in a reduction in total trips due to the reduction in total seats in comparison to the previously approved development. As previously mentioned, the trips associated with the other uses are ancillary.

## CONCLUSION

Kimley-Horn and Associates has prepared a traffic statement for the site located north of University Boulevard between Main Street and Central Boulevard in the Town of Jupiter, Florida. The existing site was previously approved for a stadium with 7,657 seats, as well as ancillary clubhouses, batting cages, terrace seating, observation towers, and a storage building. It is proposed to redevelop the site to reduce the number of seats to 7,639 seats. The proposed redevelopment includes a reduction of the total number of seats and a redevelopment of the ancillary use. Therefore, it is anticipated that the trip generation potential of the site will be reduced due to the reduction of stadium seats.

Please contact me at (561) 840-0874 or [adam.kerr@kimley-horn.com](mailto:adam.kerr@kimley-horn.com) should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Digitally signed  
by Adam B Kerr  
Date: 2024.01.31  
16:28:28 -05'00'

Adam B. Kerr, P.E.  
Transportation Engineer

Florida Registration  
Number 64773  
Certificate of Authorization  
Number 696

## Attachments

K:\WPB\_TPTO\1402\140278003 - Roger Dean Stadium\2023-11-22 Roger Dean Stadium Trip Reduction.docx



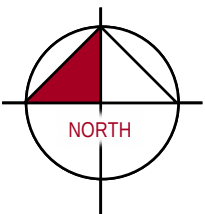


**LEGEND**

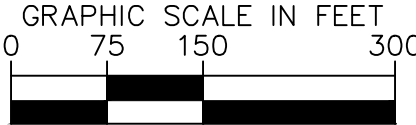
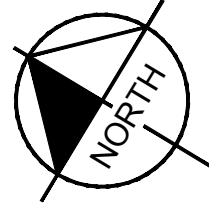
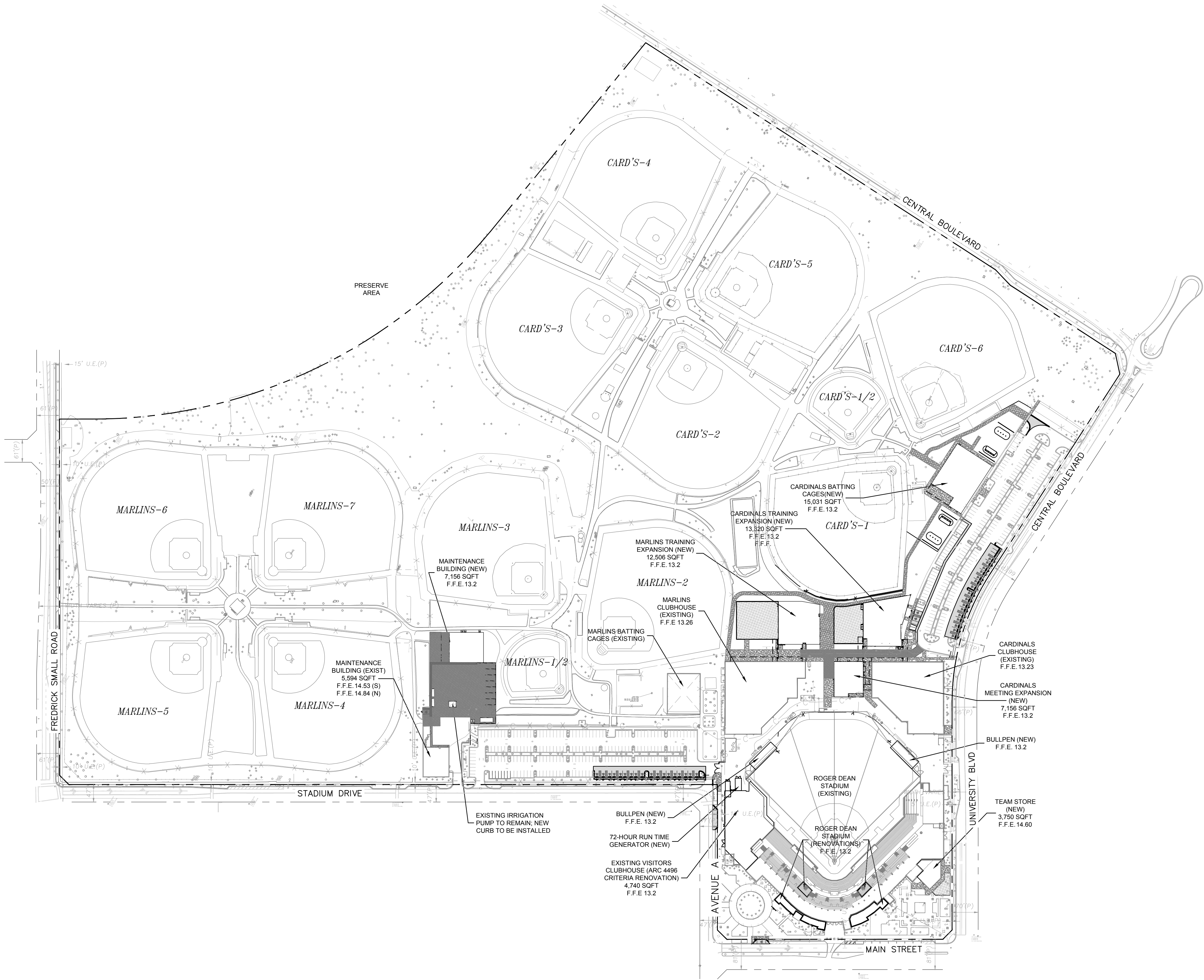
 Site Location

**FIGURE 1**

Roger Dean Stadium  
KH#140278003  
Site Location







THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF JUPITER - GUIDE FOR DEVELOPMENT DESIGN AND CONSTRUCTION STANDARDS - WATER AND STORMWATER.

VERTICAL DATUM  
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988. NAVD 88  
NAVD '88 + 1.538' = NGVD '29

NOTE THAT THESE PLANS ARE NOT FOR CONSTRUCTION AND ARE SUBJECT TO CHANGE FOR FINAL DESIGN, PERMITTING, AGENCY COMMENTS, CONSTRUCTION VALUE ENGINEERING, OR POTENTIAL ADDITIONAL SCOPE FROM THE OWNER OR OTHER PARTY

Always call 811 two full business days before you dig to have underground utilities located and marked.



## ROGER DEAN CHEVROLET STADIUM & SPORTS COMPLEX

4751 MAIN STREET  
JUPITER, FLORIDA 33458

Project No. 140278003  
Drawn By JVD  
Checked By JAW  
Date 01.19.2024

Revisions:

### Kimley»Horn

1615 S. CONGRESS AVE., SUITE 201,  
DELRAY BEACH, FL 33445  
PHONE: 561-330-2345  
FAX: 561-863-8175  
WWW.KIMLEY-HORN.COM  
REGISTRY NO. 35106

**NOT FOR CONSTRUCTION**

Jason A. Webber, P.E.  
FL P.E. #73962

"To the best of the Engineer's knowledge, the plans and specifications comply with the applicable minimum engineering codes and applicable standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

100% DESIGN DEVELOPMENT (CONFIDENTIAL)

## C-300

OVERALL  
HORIZONTAL  
CONTROL PLAN

Originals printed at 24" x 36"  
scale as required  
© 2024 All rights reserved



## TOWN OF JUPITER STAFF REPORT FOR ROGER DEAN CHEVROLET STADIUM TOWN MANAGER'S OFFICE



**DATE:** August 16, 2023

**TO:** Honorable Mayor and Members of Town Council

**THRU:** Frank J. Kitzerow, Town Manager

**FROM:** John Sickler, Director of Planning and Zoning

**SUBJECT:** **Roger Dean Chevrolet Stadium Renovations** – Site plan amendment to renovate the existing spring training facility, construct new team clubhouses, and construct new temporary facilities during construction, on a 90± acre property, located at 4355 Stadium Drive.

Res. #62-23  
PZ 23-5543  
G. Watson

P&Z Commission: 08/08/23  
Town Council: 08/15/23 (quasi-judicial)

### Project Information

|                              |                                                                                                                                                                                                                                                   |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name:                | Roger Dean Chevrolet Stadium Renovations                                                                                                                                                                                                          |
| Owner/Applicant:             | Palm Beach County                                                                                                                                                                                                                                 |
| Agent:                       | 2GHO, Inc.                                                                                                                                                                                                                                        |
| Location:                    | 4355 Stadium Drive                                                                                                                                                                                                                                |
| Acreage:                     | 90 ± acres                                                                                                                                                                                                                                        |
| Future Land use designation: | Mixed Use                                                                                                                                                                                                                                         |
| Zoning:                      | Recreation subdistrict of the Mixed Use Zoning District                                                                                                                                                                                           |
| Existing uses:               | Baseball Stadium and spring training facilities                                                                                                                                                                                                   |
| Request:                     | Site Plan amendment to construct two new clubhouse buildings, two new batting tunnels, an expanded team store, a new maintenance building, stadium improvements, and temporary clubhouse buildings for use during construction (see Attachment A) |

### Town Council Action

At their August 15, 2023 meeting, the Town Council voted unanimously (by a 4 to 0 vote) to approve the above mentioned project with two additional whereas clauses related to the dedication of land and use of the northern quad fields and removing condition seven which required improved grass parking along Central Boulevard.

### Planning and Zoning Commission Recommendation

In order to maintain a construction timeline that allows for completion prior to Spring Training in 2025, staff has expediting the public hearing schedule. As a result, a memo will be sent to the Town Council on August 9, 2023 related to the Planning and Zoning Commission's recommendation for Town Council consideration.

## Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application will be in compliance with the Town Code, subject to the conditions recommended in **Resolution#62-23**.

### Project Data

Pertinent site plan data and information in reference to the application is listed below:

**Table 1: Adjacent Properties**

| Direction | Existing Land Uses                                                                      | Future Land Use   Zoning Districts                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| North     | Greenway preserve and recreation (Abacoa Community Park)                                | Mixed Use / Edge Area subdistrict of the Mixed Use Zoning District (EA) and Recreation Subdistrict of the Mixed Use Zoning District (NB) |
| South     | Commercial and multi-family residential (Downtown Abacoa and the Villages)              | Mixed Use / Town Center Subdistrict of the Mixed Use Zoning District (TC)                                                                |
| East      | Multifamily residential (Sophia)                                                        | Mixed Use / Residential Urban Subdistrict of the Mixed Use Zoning District (RU)                                                          |
| West      | Commercial (Marriott), vacant property and multifamily residential (Allure and Antigua) | Mixed Use / Town Center Subdistrict of the Mixed Use Zoning District (TC)                                                                |

**Table 2: Site Plan**

|                      | Recreation subdistrict of the Mixed Use Zoning District | Owner's proposal   |
|----------------------|---------------------------------------------------------|--------------------|
| Minimum lot width    | 100 feet                                                | 1,930 feet         |
| Minimum lot depth    | 150 feet                                                | 1,831 feet         |
| Minimum lot area     | 30,000 sf                                               | 3,920,400 sf       |
| Maximum lot coverage | 50 %                                                    | 5.7 % <sup>1</sup> |
| Maximum height       | 50 feet                                                 | 23.3 feet          |

**Table 3: Setbacks for Closest Structure**

|                              | Zoning district requirements | Owner's proposal                  |
|------------------------------|------------------------------|-----------------------------------|
| Front (University Boulevard) | 20 feet                      | 20.2 feet (stadium and clubhouse) |
| Rear (Frederick Small Road)  | 30 feet                      | 970 feet (maintenance building)   |
| Side (Central Boulevard)     | 20 feet                      | 395 feet (batting tunnel)         |
| Side Corner (Stadium Drive)  | 10 feet                      | 18 feet (maintenance building)    |

**Table 4: Landscaping**

|                                       | Zoning district requirements | Owner's proposal |
|---------------------------------------|------------------------------|------------------|
| Club Houses (Marlins and Cardinals)   |                              |                  |
| Foundation planting (square feet)     | 21,851 SF                    | 33,747 SF        |
| Foundation planting (trees)           | 96                           | 117              |
| Vehicular Use Areas (North and South) |                              |                  |

<sup>1</sup> Stadium Facility is exempt from lot coverage per Section 27-1114(c)(1)(c)

|                                | Zoning district requirements | Owner's proposal     |
|--------------------------------|------------------------------|----------------------|
| Trees                          | 76                           | 76                   |
| Shrubs                         | 1140                         | 1216                 |
| Native shade trees             | 50 percent                   | Unknown <sup>2</sup> |
| Native shrubs and groundcovers | 50 percent                   | Unknown <sup>2</sup> |

**Table 5: Traffic (Attachment B)**

| Traffic Performance Standards (TPS) | Owner's proposal          |
|-------------------------------------|---------------------------|
| Satisfies Town of Jupiter TPS       | Yes                       |
| Satisfies Palm Beach County TPS     | Not Required <sup>3</sup> |
| New daily trips                     | 0                         |
| New AM peak hour trips              | 0                         |
| New PM peak hour trips              | 0                         |

**Table 6: Building Data**

| Uses               | Existing Uses (square feet) | Proposed Uses (square feet) | Change     |
|--------------------|-----------------------------|-----------------------------|------------|
| Clubhouse #1       | 32,350 square feet          | 66,365 square feet          | +34,015 SF |
| Clubhouse #2       | 31,310 square feet          | 67,092 square feet          | +35,782 SF |
| Batting Cage Bldgs | 18,000 square feet          | 35,067 square feet          | +17,067 SF |
| Observation Towers | 1,800 square feet           | 1,800 square feet           | +0 SF      |
| Maintenance Bldgs  | 5,400 square feet           | 12,360 square feet          | +6,960 SF  |
| Storage Buildings  | 925 square feet             | 925 square feet             | +0 SF      |
| Stadium (seats)    | 7,779 seats                 | 7,342 seats                 | -437 seats |
| Total              | 34,680 square feet          | 88,188 square feet          | 53,508 SF  |

## Background and History

Roger Dean Chevrolet Stadium was constructed in 1997 as part of the first phase of Abacoa. The property was developed with a stadium, several practice fields, and associated facilities for the purpose of supporting spring training. Throughout the years, staff has processed several minor amendments to the site plan to add minor expansions for retail storage, VIP seating, shade canopies, nets for crowd protection, new signage, scoreboards for practice fields, and dugout improvements. In 2019, the Town Council approved a batting tunnel building for the Cardinal's which is constructed between the four Cardinal's practices fields adjacent to Central Boulevard. During the 2019 batting tunnel building application, staff was made aware of a significant project to renovate the stadium in the years to come. The proposed project is the first major renovation at the stadium facility since its original construction.

Since the inception of Abacoa, the Town has been a supportive partner of baseball as one of the cornerstones of Abacoa. In the mid-90's, in order to support a stadium facility that would accommodate two major league teams for spring training, the Town collaborated with the developer of Abacoa to dedicate enough extra land (approximately 25-acres) to Palm Beach County. This allowed for the facility to accommodate additional practice fields necessary to make the project financially feasible by adding a second team and to host spring training for two teams. As part of that agreement, the northern quad fields were established for shared use as part of the Town's recreation programming. In the 2023-2024 proposed budget, the Town Council has included \$2.2 million in funding to support renovations and upgrades to the facilities that includes upgrades to the Jupiter fieldhouse and lighting at the north quad fields (\$1.45 million), as well as \$750K for upgrades to the stadium entry plazas on Main Street.

<sup>2</sup> Staff has recommended a condition of approval as further outlined in the **Landscaping** section below.

<sup>3</sup> Staff contacted the Palm Beach County Traffic Division who confirmed that TPS approval was not required if the Town does not require a letter.

## **Analysis**

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

**Comprehensive Land Use Plan (CLUP) Consistency.** The proposed development is in conformance with Mixed Use land use designation of the Future Land Use element of the CLUP.

**Recreational Subdistrict of the Mixed-Use Zoning District.** The proposed development is in conformance with Section 27-1114, entitled "Recreational Subdistrict (REC)".

**Site Plan.** The proposed renovation for the stadium and associated facilities is a two-year construction project that includes stadium improvements, a new team store, new clubhouse buildings for both the Marlins and Cardinals, new batting tunnels for both teams, and a new maintenance facility. The proposed project requires numerous construction projects working around scheduling operations that take place year-round. The applicant has developed and submitted a logistics plan which outlines the various phases of construction, the parking available for operations during those phases, the location of construction activities and fencing, contractor parking areas, laydown and staging areas, and a wayfinding signage plan. In general, the plan provides for continued operations throughout the various phases and minimizes adverse impacts to the surrounding neighborhoods and Abacoa Town Center. The stadium has announced that the remainder of this season's minor league games will be moving to the Ball Park of the Palm Beaches; however, they would like to continue operations next year at Roger Dean, if feasible during construction.

- **Project Phasing.** The project will be constructed in phases over a multi-year period and operations at the stadium will continue in some capacity throughout construction. In order to facilitate operations during construction, the owner plans to install temporary clubhouse facilities on two of the 12 practice fields. In order to ensure that the temporary clubhouses are removed in a reasonable amount of time, staff has recommended a condition that **the temporary clubhouse facilities for the Marlins and Cardinals shall each be removed within 90 days of the issuance of a Certificate of Occupancy for their respective permanent clubhouse buildings.**
- **Public art.** The project includes a public art element on the plaza on the third base side of the stadium (corner of Main Street and Avenue A) that is still under design. Once the design is finalized, the applicant will be required to permit the work through the building department.

**Landscaping.** The proposed development will be in conformance with Chapter 23, entitled, "Landscaping" with the recommended conditions as outlined below.

- **Relocated Live Oak Trees.** The applicant is proposing to remove multiple oak trees for the development of the new clubhouses and batting tunnel buildings. Pursuant to Sec. 26-121(4), "Existing trees that cannot practicably be preserved in place on the site shall, with the approval of the director of the department of planning and zoning, be relocated to one of the following areas, listed in order of the town's preference: buffers, other green space areas, or interior landscaping areas." During the review of the project, Natural Resources Staff and the applicant met on the property to review the trees proposed for removal and identified numerous oak trees that would meet the requirements for relocation and could be relocated in the parking lot areas adjacent to the new clubhouse buildings. Staff has recommended a condition of approval that **the Applicant shall revise the plans to revise the parking lots adjacent to the new clubhouse buildings by expanding the existing landscape islands so that they are 18 feet wide and relocate any live oak trees where**

**practical into the expanded landscape islands. The revised plan shall be subject to the review and approval of the Natural Resources Coordinator.**

- **Relocated Strangler Fig Trees.** As with the oak trees, the applicant is proposing to remove two good quality native strangler fig trees. Per Section 26-121(4), the trees should be relocated where appropriate. The trees could be located in many areas of the property along with large clusters of sabal palms to create a “hammock” style landscape area that would complement the existing stadium facility. As a result, staff has recommended a condition that **the Applicant shall revise the plans by relocating the location of strangler fig trees 1378 and 1379 to an interior landscape area and include them with large clusters of sabal palms in areas where they would not conflict with field operations or utilities. The revised plan shall be subject to the review and approval of the Natural Resources Coordinator.**
- **Native Plant Counts.** The applicant has not provided a total native plant calculation for the shade trees, palms, shrubs and groundcovers as required to verify compliance with Section 23-96, which requires 50 percent or more of native trees, shrubs, and groundcovers on site. Staff has reviewed the plans and does not have any concerns that the applicant will be unable to meet the requirements; however, the data needs to be provided on the plans to verify compliance and to allow staff to more easily process changes in the future should they be requested. As a result, staff has recommended a condition that **the Applicant shall revise the landscape plans to identify the amount of native plantings vs. non-native plantings on the property to meet Section 23-96.**

**Engineering.** The proposed development will be in conformance with the requirements of Chapter 25 of the Town Code and Section 27-2829, entitled “Required ADA accessible parking”, with a recommended condition on ADA Parking.

The applicant is proposing the reconfiguration of numerous parking areas around the property in conjunction with the construction of new and expanded buildings. The reconstruction is causing a number of ADA spaces to be relocated within the parking areas in addition to new ADA parking being required for the new batting tunnel buildings and maintenance buildings. In addition, the parallel parking along Main Street does not have a dedicated ADA space. Staff and the applicant have discussed necessary improvements to the parking areas and parallel parking along Main Street in order to ensure compliance with the Florida Accessibility Code. As a result, staff has recommended a condition that **the Applicant shall provide a letter, together with an ADA site plan from a Florida Licensed Design Professional that demonstrates the subject property is in compliance with the Florida Accessibility Code.**

**Parking.** The proposed project is in conformance with the shared parking agreements approved for the stadium with Abacoa Town Center; however, changes to the stadium site and operations over the years has created parking related challenges during certain operations. Staff has provided analysis related to this issue below.

- **Stadium/Abacoa Town Center parking history.** In 2015, the Town Council established “Abacoa baseball and parking” as a strategic initiative, which has been a continual priority of the Town Council. Over the years, staff has continued to monitor the stadium operations to ensure compliance with the approved parking agreements.
- **Proposed project effect on parking demand.** The proposed project by itself does not generate any additional traffic beyond that of the primary peak stadium use, and therefore, it is not considered to be generating any additional parking demand. The improvements to the stadium modify existing facilities and provide upgrades that reduce the total number of seats within the stadium. While no additional parking is technically required, staff has been made aware of parking issues along Central Boulevard in the past during certain tournament operations that utilize the practice fields.

- Grass parking on Central Boulevard. In 1998, the stadium proposed a site plan amendment to allow for a reduction in the required stadium parking from 3,000 spaces to 2,020 spaces. As part of the amendment, the stadium agreed to build 300 grass parking spaces on site; however, the spaces were never installed. Over the years, one of the areas approved for grass parking on the west side along Stadium Drive was improved with an additional small infield practice field and another on the south is being improved with new batting tunnels in the current application; however, a large area adjacent to Central Boulevard that is used during tournaments and high attendance games remains open. In 2019, with the batting tunnel project, staff recommended the development of the grass parking along Central Boulevard which could be established with minimal additional cost. At the time, the applicant requested that the Town defer discussions related to additional parking until a planned significant redevelopment project came forward. Now, the applicant is planning a significant renovation project. The parking issue that has been identified along Central Boulevard is not directly tied to the stadium seating and is instead a result of tournaments that utilize the practice fields for close and convenient parking. As a result, staff is recommending a condition that **the Applicant shall revise the site plan to show a stabilized grass parking lot adjacent to Central Boulevard between the existing landscape buffer and the St. Louis Cardinal's practice fields.**

**Signage.** The proposed project is in general conformance with Section 27-1237 and 27-1186(a) of the Town code related to the size of the signage being harmonious with the architecture and scale of the proposed building. Roger Dean Chevrolet Stadium has an approved signage program that the applicant is proposing to amend as part of this application. Section 27-1186(a) outlines that the purpose of the sign regulations in Abacoa is to encourage that signs are integrated and harmonious with the architecture and environment of the site they occupy.

- Sign Program - In 1997, Roger Dean Stadium received approval for a signage program from the Town Council. The signage program outlined the number and type of signs and their respective sizes. Over the years, Roger Dean has requested changes to the approved signage program to rebrand adding “Chevrolet” to the name, modifying sizes of signs, and adding score boards for the practice fields.
- Applicant's request – The applicant is requesting the addition of some new signage that will be visible to the public from outside the stadium and some that will only be visible inside of the stadium. The below listed signage for the new buildings on the stadium campus is organized by external and internal signage.

**Exterior Signage**

- St. Louis Cardinals Clubhouse – two façade signs with a sign copy area not to exceed 8 square feet.
- St. Louis Cardinals Clubhouse – one scoreboard/mediaboard with a sign copy area not to exceed 77 square feet.
- St. Louis Cardinals Batting Tunnel – two façade signs with a sign copy area not to exceed 23 square feet.
- Marlins Clubhouse – two façade signs with a sign copy area not to exceed 33 square feet.
- Marlins Batting Tunnel – one scoreboard/mediaboard with sign copy area not to exceed 77 square feet.

**Internal Signage**

- Stadium – one Southwest Entrance sign with a sign copy area not to exceed 17 square feet.
- Stadium Sponsor Area seating – one façade sign with a sign copy area not to exceed 111 square feet.
- Stadium 3<sup>rd</sup> base seating – one façade sign with a sign copy area not to exceed 86 square feet.

**Architecture.** The proposed application is generally in conformance with Chapter 27, Article XI, Division 5 entitled, “Architectural and Community Appearance Standards”. The proposed architectural style of the new clubhouse buildings is a more modern design which utilizes more glass and a modern color palette in contrast to the existing stadium building. The goal for the new portions of the building, as with historic structures, is to be sympathetic and complementary to the older sections of the building, but also be pay tribute to the older sections. The applicant has noted in the statement of use that they have already submitted and received approval from the Abacoa POA. The applicant has worked to blend portions of the existing architectural language and color palette onto the new buildings to tie them in visually. The applicant has noted in the statement of use that they plan to modernize the existing stadium over time with new paint and roofing to match the current standards and aesthetics in the surrounding downtown. Should the Town Council have issues with the more modern design of the new buildings, conditions will need to be added as it relates to the desired architectural changes.

**Traffic.** The proposed application is in conformance with the Town’s traffic performance standards. Staff contacted the PBC Traffic Division who confirmed that a TPS letter is not required if the Town does not require a letter. The Town’s Traffic Engineer confirmed that a letter is not required. The applicant has submitted a traffic impact statement that shows the modifications to the square footages of buildings and stadium seating (see Attachment B). While the ancillary support buildings (i.e. team clubhouses and batting tunnels) are increasing in almost double the square footage, the stadium seating is being reduced by 437 seats, from 7,779 seats to 7,342 seats. In addition, a 3,000 square foot team store is being added adjacent to University Boulevard. The additional square footage does not result in additional baseball teams or capacity at the stadium. The improvements provide additional space and areas for existing teams and staff to continue to train at the stadium. The stadium seating is being reduced as some of the seating is being converted to a new premium seating area on third base with an elevated hospitality bar, activity zones, a plaza, and some retail below.

**Water.** Throughout the review process, staff identified conflicts in early conceptual civil plans with the renovations and existing water lines. Staff and the Owner’s engineer have been coordinating on design solutions to remove the conflicts. In order to ensure that all conflicts are removed in advance of permits to streamline the process later on, staff is recommending a condition that **the Applicant shall revise the civil engineering plans to remove the site conflicts with water lines, subject to the review and approval of the Town’s Utility Department.**

**Site Plan Criteria.**

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 of the 12 criteria. The criteria not met is Section 27-175(3), which is “the proposed development is consistent with all applicable land development regulations and all other portions of this Code.” Staff has provided conditions for the following code sections to ensure conformance with the Town Code.

- 1) Section 27-566 entitled “Area and Dimension Regulations”;
- 2) Section 26-121, entitled “Supplemental tree protection requirements”;
- 3) Section 27-2829, entitled “Required ADA accessible parking”; and,
- 4) Section 23-96, entitled “Plant material and installation”.

**Attachments\*:**

Attachment A – Statement of Use  
Attachment B – Traffic Statement

\*Please contact Garret Watson at [Garretw@jupiter.fl.us](mailto:Garretw@jupiter.fl.us) or 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

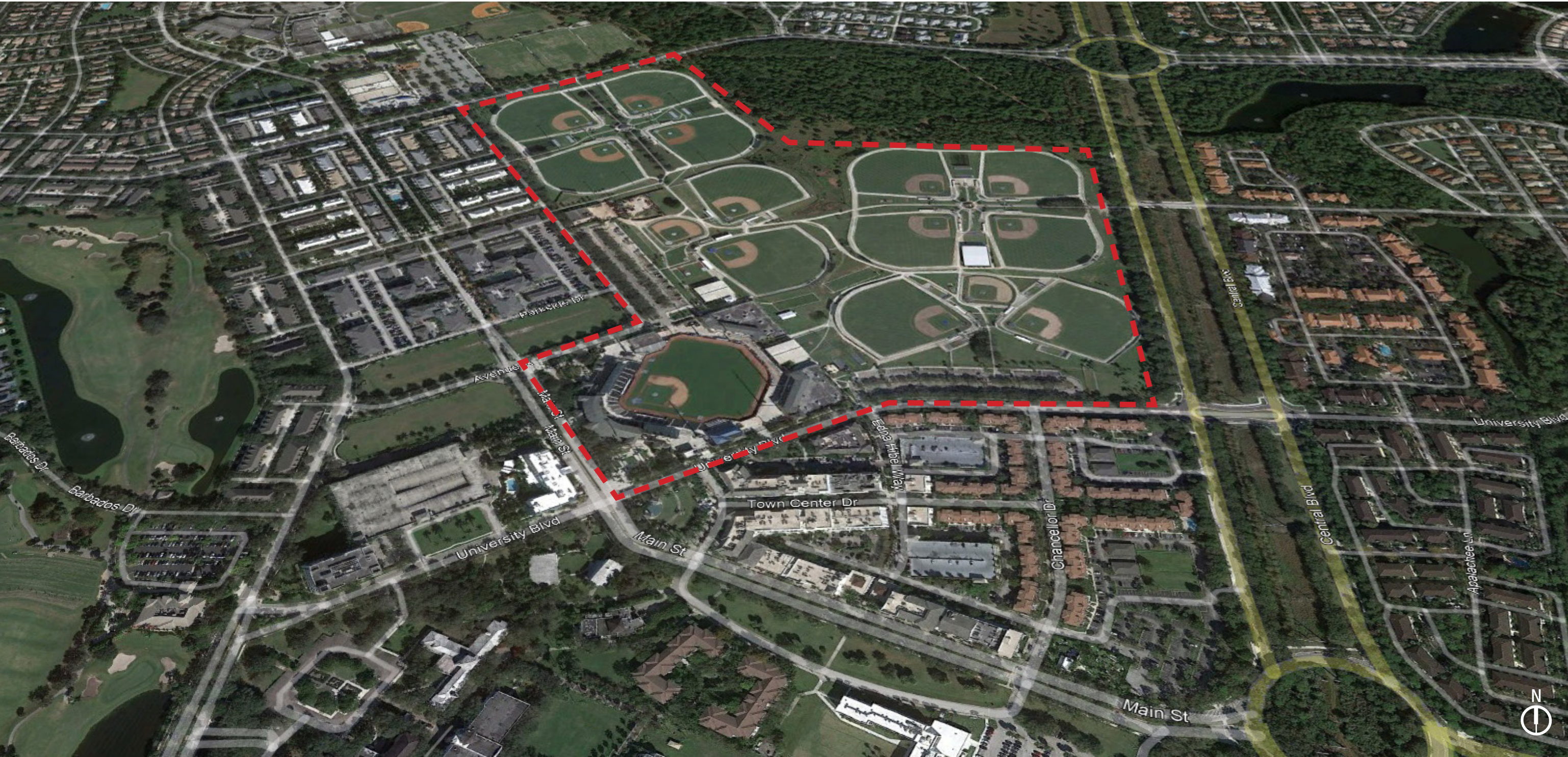




# ROGER DEAN CHEVROLET STADIUM AND SPORTS COMPLEX



SITE LOCATION





## PROPERTY HISTORY

- Stadium (and associated facilities to support spring training activities) constructed in 1997 as part of the first phase of Abacoa;
- A partnership between TOJ and PBC to ensure the stadium remains a top attraction within Palm Beach County;
- Several minor site plan amendments for retail storage, VIP seating, shade canopies, signage, scoreboards (for practice fields), and batting tunnel buildings;
- First Major Renovation since initial construction
- The Abacoa POA Reviewed and Approved the Modifications.

SITE DATA

|                              |                                                                        |
|------------------------------|------------------------------------------------------------------------|
| Site Area:                   | 90 acres                                                               |
| Future Land Use Designation: | MXD (Mixed Use Development)                                            |
| Zoning Designation:          | MXD (Recreation Subdistrict)                                           |
| Existing Use:                | Roger Dean Chevrolet Stadium and associated spring training facilities |



# PIVOT SUMMARY

2GHO, Inc. as an agent for the Owner (Palm Beach County), is requesting approval of a site plan amendment to make miscellaneous improvements to the existing Roger Dean Chevrolet Stadium and Sports Complex (“Facility”). Following its most recent approval (August 2023), the design team proposes to implement the “pivot” plan which will make modifications to approved plans. The subject facility is the spring training home of the Miami Marlins and St. Louis Cardinals. The facility is situated on ±90 acres, and is located on Main Street, between the intersection of Avenue A and University Boulevard, adjacent to Downtown Abacoa.

Since the August 2023 Town council approval, we have worked diligently with the teams (JSL), the Town of Jupiter (TOJ), and Palm Beach County (PBC) to create an alternative path for the renovations and improvements at Roger Dean Chevrolet Stadium. The original submitted plan required a 24-month impact on the Town and the teams. Temporarily relocating the spring training and minor league baseball out of Jupiter for a minimum of one, potentially two seasons. This revised submission provides a less impactful path forward.

The new approach focuses on renovating the existing clubhouses and building new structures for player development versus a complete demolition and reconstruction of the clubhouses. This plan eliminates major utility infrastructure relocations, less impact on surrounding parking, less disruption to the existing trees, and reduced construction time.

The existing stadium and facility functions as a recreation site and major public attraction for Abacoa, the Town of Jupiter and Palm Beach County at large. The proposed improvements will refresh the facility and will remain consistent with the existing stadium and surrounding area. Further, the team has already coordinated with (and received approval) from the Abacoa POA related to the proposed improvements for the facility. This letter has been included in the resubmittal package.

The project design approach remains steadfast in maintaining community cohesion. Abacoa has a rich history of community connectivity that was created by the original master plan, and the traditional neighborhood development principles promote connection of the community and the architecture. The existing Clubhouses will receive new architectural features at their entry points with glass and tower elements, implementing the current Abacoa color palette and materials to connect with the surrounding context. The stadium, over time through life cycle and maintenance, will receive new paint and roofing that will bring the exterior aesthetic up to the current standards and aesthetics in the surrounding downtown area. The new support buildings will have a modern color palette, materials, and aesthetic as well.

It is the intent of this project to introduce the above-mentioned programmatic elements to increase the capacity and ability for player development, which will lead to player competition at a higher level, and in turn is hoped to lead to greater team success and a capacity spring training crowd for each game at Roger Dean Chevrolet Stadium. These improvements will continue to allow Roger Dean Stadium to bolster the Town’s economic impact. Based on the Palm Beach County Sports Commission’s 2023 economic impact study, just last year the Cardinals and Marlins brought in \$39,000,000 in economic activity to the area, with nearly 380 jobs.



ROGER DEAN CHEVROLET STADIUM AND SPORTS COMPLEX RENOVATION

CONFIDENTIAL INFORMATION

PROJECT DESIGN 02. 21. 24

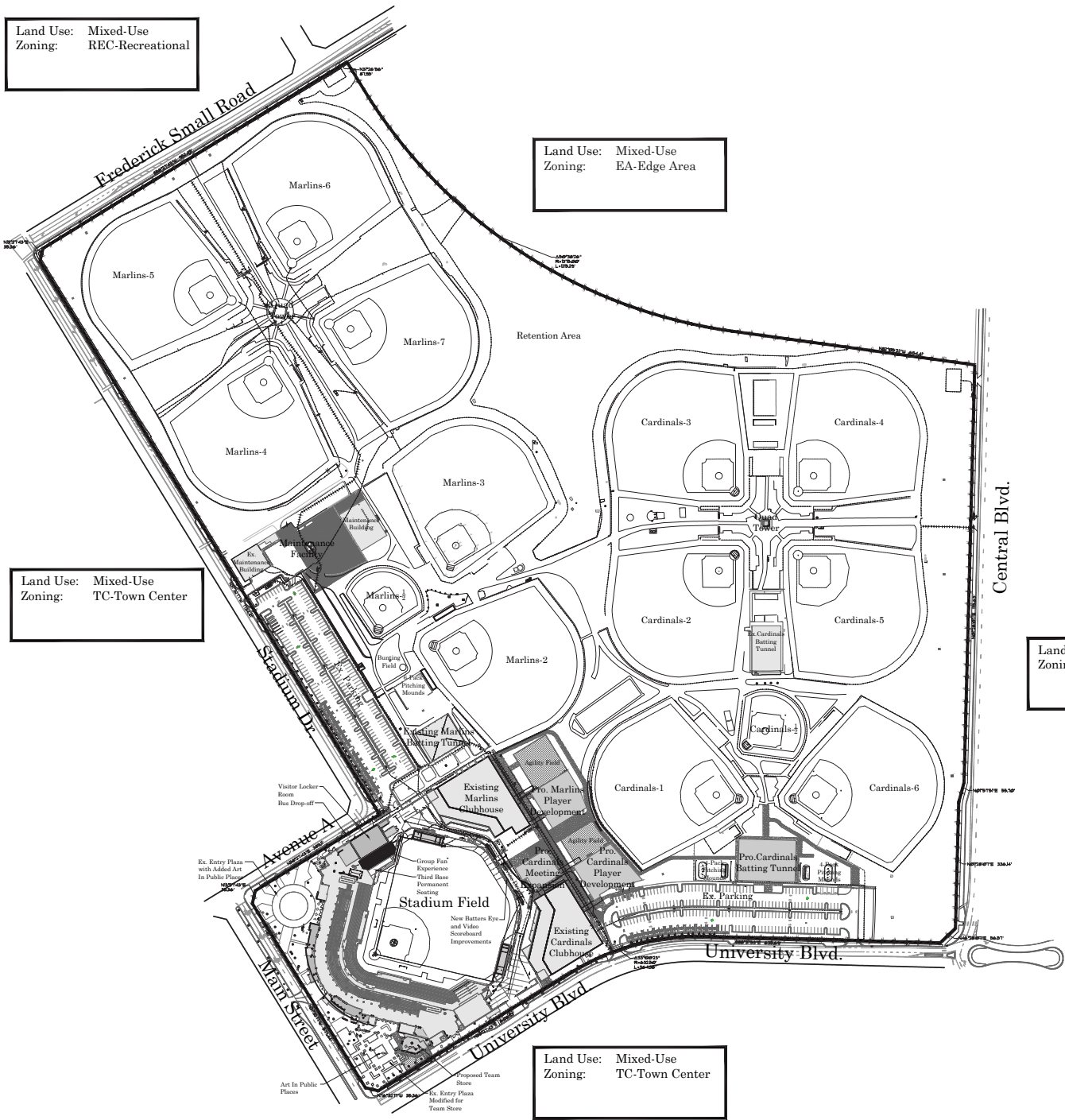
# SCOPE OF IMPROVEMENTS

SCHEDULED IMPROVEMENTS WITH THIS UPDATE CONSISTS OF:

- STADIUM IMPROVEMENTS
- ART IN PUBLIC PLACES IN PLAZA AREA
- CARDINALS CLUBHOUSE RENOVATION
- CARDINALS BATTING TUNNEL
- CARDINALS PLAYER DEVELOPMENT BUILDING
- CARDINALS DINING BUILDING
- MARLINS CLUBHOUSE RENOVATION
- MARLINS PLAYER DEVELOPMENT BUILDING
- MARLINS BATTING TUNNEL RENOVATION
- MAINTENANCE BUILDING RENOVATION
- MAINTENANCE STORAGE BUILDING



PROPOSED SITE PLAN



| Roger Dean Stadium                                                    |                           |           |               |
|-----------------------------------------------------------------------|---------------------------|-----------|---------------|
| Site Data                                                             |                           | 1/25/2024 |               |
| FUTURE LAND USE DESIGNATION                                           | MIXED USE                 |           |               |
| EXISTING ZONING DISTRICT                                              | ADD-MIXED USE DEVELOPMENT |           |               |
| SUBDISTRICT                                                           | RECREATIONAL              |           |               |
| PROPOSED ZONING DISTRICT                                              | ADD-MIXED USE DEVELOPMENT |           |               |
| SUBDISTRICT                                                           | REC-RECREATIONAL          |           |               |
| EXISTING USE                                                          | BASEBALL COMPLEX          |           |               |
| PROPOSED USE                                                          | BASEBALL COMPLEX          |           |               |
| SECTION TOWNSHIP RANGE                                                | S: 14 & 23, T: 41, R: 42  |           |               |
| PCN(S)                                                                | 30-42-41-13-10-019-0010   |           |               |
| PROPERTY OWNERSHIP                                                    | PALM BEACH COUNTY         |           |               |
| MAILING ADDRESS                                                       | 2631 VISTA PARKWAY        |           |               |
|                                                                       | WEST PALM BEACH, FL 33411 |           |               |
| LOCATION ADDRESS                                                      | 4355 STADIUM DRIVE        |           |               |
| SUBDIVISION                                                           | ABACOA PL 1               |           |               |
| RECORDS BOOK                                                          | 09390 PAGE 1293           |           |               |
| LEGAL DESCRIPTION                                                     | ABACOA PL 1 TR SF 1       |           |               |
| PROJECT ACREAGE                                                       | 90.00 AC.                 |           |               |
|                                                                       |                           | S.F.      | ACRES PERCENT |
| GROSS SITE AREA                                                       |                           | 3,920,400 | 90.00 100.0%  |
| BUILDING COVERAGE                                                     | 50% Max                   | 222,794   | 4.89 5.7%     |
| STADIUM IS EXEMPT FROM LOT COVERAGE                                   |                           |           |               |
| HARDSCAPE                                                             |                           | 337,336   |               |
| PERVIOUS COVERAGE                                                     |                           | 3,360,270 | 77.45 85.7%   |
| IMPERVIOUS COVERAGE                                                   |                           | 560,130   | 12.55 14.3%   |
| TOTAL:                                                                |                           | 3,920,400 | 90.00 100.00% |
| SETBACK REQUIREMENTS                                                  |                           | EXISTING  | CURRENT       |
| FRONT SETBACK: MINIMUM FRONT SETBACK MAY BE 20' FEET                  |                           | 21'-10"   | 20.2'         |
| SIDE SETBACKS:                                                        |                           |           |               |
| INTERIOR: MINIMUM SIDE INTERIOR SIDE SETBACKS IS 20' FEET             |                           | N/A       |               |
| CORNER: MINIMUM SIDE CORNER SETBACKS IS 10' FEET                      |                           | N/A       |               |
| REAR SETBACKS:                                                        |                           |           |               |
| MINIMUM REAR SETBACK SHALL BE 20' FEET                                |                           | N/A       |               |
| MINIMUM REAR SETBACK ABUTTING RESIDENTIAL USES SHALL BE 30' FEET      |                           | N/A       |               |
| BUILDING HEIGHT REQUIREMENTS:                                         |                           |           |               |
| MAXIMUM BUILDING HEIGHT OF 50' FEET                                   |                           | 45' MAX   | 23'-4"        |
| STADIUMS SHALL HAVE A MAXIMUM HEIGHT OF 75' FEET                      |                           |           |               |
| LOT COVERAGE:                                                         |                           |           |               |
| MAXIMUM LOT COVERAGE OF 50% PERCENT                                   |                           | 5.0%      | 5.0%          |
| STADIUM FACILITY STRUCTURE SHALL BE EXEMPT FROM COVERAGE REQUIREMENTS |                           |           |               |
| ON SITE PARKING                                                       |                           | EXISTING  | CURRENT       |
| 9'X19' REGULAR PARKING SPACES                                         |                           | 399       | 406 SPACES    |
| 12'X19' HANDICAPPED PARKING SPACES                                    |                           | 44        | 39 SPACES     |
| (REQUIRED HANDICAP PARKING SPACES - 9 SPACES)                         |                           |           |               |
| TOTAL PARKING SPACES:                                                 |                           | 443       | 445 SPACES    |

SMART  
BEAUTIFUL  
SPACES

FAWLEY  
BRYANT  
ARCHITECTURE

FAWLEY BRYANT ARCHITECTURE  
5391 Lakewood Ranch Blvd. North, Suite 300  
Jupiter, FL 33458  
t: 941.343.4070  
FAWLEYBRYANT.COM

PENDULUM

Williamson  
Design  
Associates

ROGER DEAN CHEVROLET STADIUM &  
SPORTS COMPLEX

4751 MAIN STREET  
JUPITER, FL 33458

Project No. 20-0111  
Drawn By DLR  
Checked By GGG, EOM, MTH, DLR  
Date 01.19.2024

Revisions: Final Plans 09.26.2023  
TOJ 1.12.04.2023  
TOJ 1.31.2024

© Copyright 2023 All Rights Reserved

2GHO  
Landscape Architects  
Planners  
Environmental  
Consultants

FINAL PLANS - PER TOWN  
COUNCIL APPROVAL ON  
AUGUST 15, 2023 -  
RESOLUTION #62-63

Scale: 1"=150'  
0 75' 150' 300'

1001 Commerce Lane  
Suite 101  
Jupiter, Florida 33458  
941-978-9991  
941-978-9260 FAX  
www.2gho.com

Dylan L. Roden  
FLA #667042  
LC #000377

"To the best of the Architect's or  
Engineer's knowledge, the plans and  
specifications comply with the  
applicable minimum building codes  
and applicable fire safety standards  
as determined by local authority in  
accordance with Chapter 553 and 563  
of Florida Statutes."

100% DESIGN DEVELOPMENT  
(CONFIDENTIAL)

L1.0  
MASTER PLAN

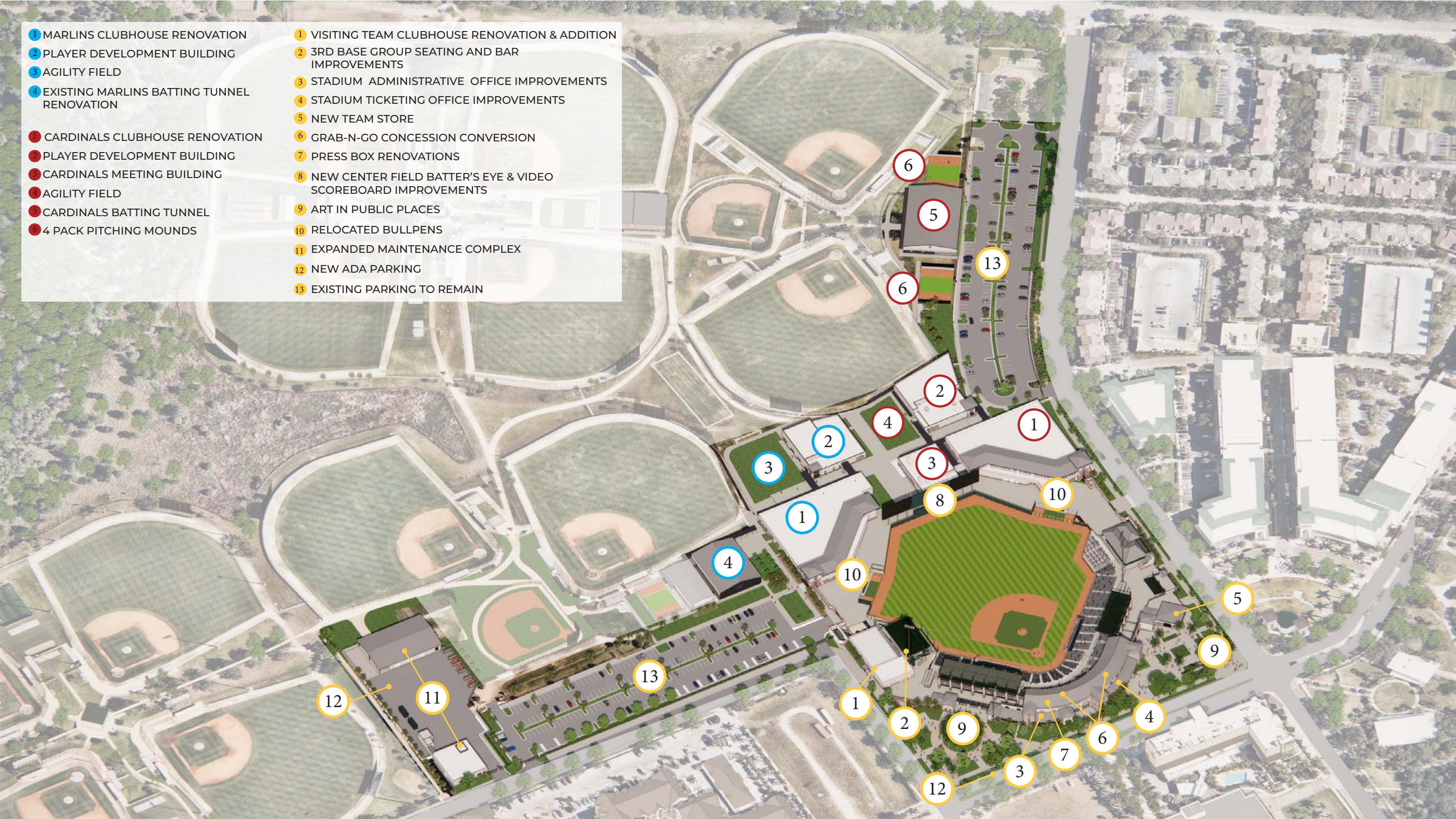
Originals printed at 24" x 36"  
Scale as required  
© 2024 All rights reserved

SCOPE OF IMPROVEMENTS: BUILDING DATA

| USES                         | EXISTING SQUARE FOOTAGE | PROPOSED SQUARE FOOTAGE | PROPOSED RENOVATION SQUARE FOOTAGE | NET CHANGE         |
|------------------------------|-------------------------|-------------------------|------------------------------------|--------------------|
| MARLINS CLUBHOUSE            | 32,350 SF               |                         | 13,578 SF                          | NO CHANGE          |
| MARLINS PLAYER DEVELOPMENT   |                         | 12,506 SF               |                                    | 12,506 SF          |
| CARDINALS CLUBHOUSE          | 31,310 SF               |                         | 13,963 SF                          | NO CHANGE          |
| CARDINALS PLAYER DEVELOPMENT |                         | 13,320 SF               |                                    | 13,320 SF          |
| CARDINALS MEETING & DINING   |                         | 7,030 SF                |                                    | 7,030 SF           |
| BATTING TUNNEL BUILDING      | 18,000 SF               | 16,700 SF               | 8,800 SF                           | 18,500 SF          |
| OBSERVATION TOWERS           | 1,800 SF                | 1,800 SF                | 105 SF                             | NO CHANGE          |
| MAINTENANCE BUILDINGS        | 5,400 SF                | 7,156 SF                |                                    | 12,556 SF          |
| STORAGE BUILDINGS            | 925 SF                  | 925 SF                  |                                    | NO CHANGE          |
| STADIUM CAPACITY             |                         |                         |                                    | 297 SEAT REDUCTION |



MASTER PLAN





## COLOR SWATCHES

## PAINT LEGEND

|                                                                                     |                |                 |         |
|-------------------------------------------------------------------------------------|----------------|-----------------|---------|
|    | Benjamin Moore | Kitten Whiskers | BM 1003 |
|    | Benjamin Moore | Hazelwood       | BM 1005 |
|    | Benjamin Moore | Creekbed        | BM 1006 |
|   | Benjamin Moore | Devonwood Taupe | BM 1008 |
|  | Benjamin Moore | Patina          | BM 1195 |

## MATERIAL LEGEND

|                                                                                     |                   |                   |            |
|-------------------------------------------------------------------------------------|-------------------|-------------------|------------|
|  | Garden State Tile | Chroma Brick Tile | Color: Blu |
|-------------------------------------------------------------------------------------|-------------------|-------------------|------------|



# ROGER DEAN CHEVROLET STADIUM

FUTURE STADIUM EXTERIOR  
AERIAL VIEW





ROGER DEAN CHEVROLET STADIUM

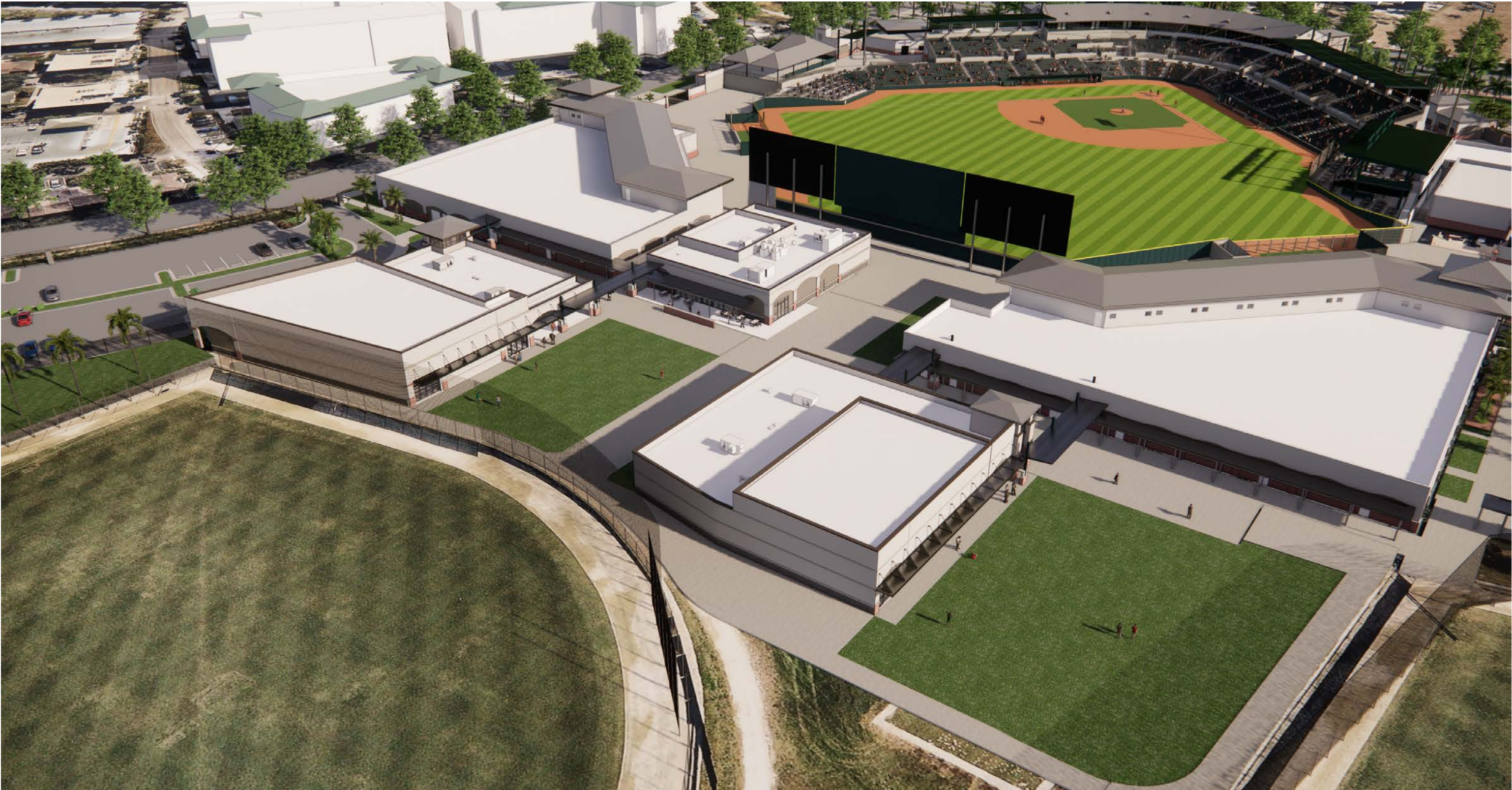
FUTURE STADIUM EXTERIOR  
AERIAL VIEW





# ROGER DEAN CHEVROLET STADIUM

FUTURE STADIUM EXTERIOR  
AERIAL VIEW





































































# ROGER DEAN CHEVROLET STADIUM

EXISTING MAINTENANCE BUILDING RENOVATIONS AND  
NEW MAINTENANCE STORAGE BUILDING RENDERING





## CONSTRUCTION SEQUENCE PLAN

**NOTE:** PUBLIC RESTROOMS (2 PER SEX) IN MARLINS QUAD ARE EXISTING BUT NOT SHOWN ON THIS PLAN.



1" = 100'-0" 



**FAWLEY  
BRYANT**  
ARCHITECTURE

SMART  
BEAUTIFUL  
SPACES



**TOWN OF JUPITER**  
**2024/2025 Strategic Plan Discussion**



|                |                                             |
|----------------|---------------------------------------------|
| <b>DATE</b>    | March 5, 2024                               |
| <b>TO</b>      | Honorable Mayor and Members of Town Council |
| <b>THRU</b>    | Frank Kitzerow, Town Manager                |
| <b>FROM</b>    | Nikki Carpenito, Senior Director            |
| <b>SUBJECT</b> | 2024/2025 Strategic Plan Discussion         |

**EXECUTIVE SUMMARY**

Staff has prepared the attached presentation for review during the Strategic Planning Roundtable for March 5, 2024.

During this roundtable the following will be reviewed and discussed:

- Strategic Plan Vision, Mission and Strategic Results
- A brief progress update on the 2023-2024 Strategic Initiatives
- Council discussion of proposed revisions to the Strategic initiatives and Action plans
- Next Steps (need for additional roundtable discussion, agreement to staff proposed changes, etc..)

**2023/2024 Strategic Plan Update**

The current adopted strategic plan has 22 Strategic initiatives and 5 operational items with a total of 56 action plans. To date staff has completed 2 initiatives and a total of 3 action plans, as well as two operational items. This was mainly a result of the complexity of each initiative.

**Completed initiatives**

New Town Hall: Construct a new Town Hall Facility

Legislative Agenda: Identify legislative priorities and develop a process for securing legislative actions and funding.

Development Approvals: Review and update the development approval process

**Completed Operational Items**

Water Stations: Increase availability of water refilling stations at parks and areas near the beach.

Abacoa Parking: review parking practices in Downtown Abacoa

**2024/2025 Proposed Strategic Plan**

For 2024-2025, staff has prepared a proposed strategic plan which includes an evolution of current initiatives based on the work that staff has completed thus far, as well as proposing a multi-year plan.

Items in “red” are the proposed changes/additions to either the initiative or the action plan associated with the strategic initiative. Staff has also identified “priority” initiatives based on a number of factors including costs associated, resources allocated and time urgency.

The initiatives that have been identified as “Priority” initiatives are:

Recreation Facility Master Plan: Develop a master plan for the Town's indoor and outdoor recreational facilities and parks in support of youth and adult recreation activities, and considering opportunities for emergency uses.

Maintenance Facility: Develop a master plan for the Town's Maintenance Facility property.

Fire Rescue Strategy: Determine a long-term strategy and financial plan for fire rescue services for Jupiter residents.

CRA Plan: Update and revise the CRA plan.

These initiatives have been identified based on the work that has already been completed by Staff, funding allocations and commitments and urgency of time. Staff will continue to work on all Strategic initiatives, with the intent that the "priority" initiatives will be completed within the first year of the multi-year plan.

## **ANALYSIS**

Staff is requesting direction and feedback for the following items:

1. Does Council wish to make any updates to the vision, mission, and strategic results?
2. Does Council agree with the proposed updates and changes to the current strategic initiatives and action items?
3. Does Council agree with the proposed "Priority" initiatives as identified?

## **STRATEGIC PRIORITY**

- Fiscal Responsibility
- Green, Blue & Open Spaces
- Manage Growth
- Mobility
- Organizational Excellence
- Safety
- Strong Local Economy
- Town Communication
- Unique, Small Town Feel

## **ATTACHMENTS**

1. 2024-2025 Proposed Strategic Plan

## **FUNDING SOURCE**

N/A

For more information or copies of the attachments, please contact Nikki Carpenito at [NikkiC@Jupiter.fl.us](mailto:NikkiC@Jupiter.fl.us) or 561-741-2335.





TOWN OF JUPITER

# 2024-2025 Strategic Plan Proposed Draft



—TOWN OF—  
**JUPITER**

2/27/2024

# The Strategic Plan Drives Activities and the Financial Plan



- The “roof” of the house – the vision and mission - spans over the entire structure at the highest level.
- The “floors” of the house are the components that comprise the structure of the building.
- The foundation is a solid financial plan that supports the rest of the house.



# Vision, Mission & Strategic Results



## Green, Blue, & Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.



## Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.



## Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.



## Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

## Town Mission

We provide exceptional municipal services that add value to residents' lives and businesses while assuring a long term, sustainable community.



## Town Vision

Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant, small-town feel.



## Safety

Keep citizens and businesses safe.



## Town Communication

Support and enhance open two-way communication between the Town and its residents and businesses.



## Mobility

Improved mobility for all modes of transit.



## Organizational Excellence

Organizational governance; internal support and services.



## Strong Local Economy

Support local businesses, create a business-friendly environment.

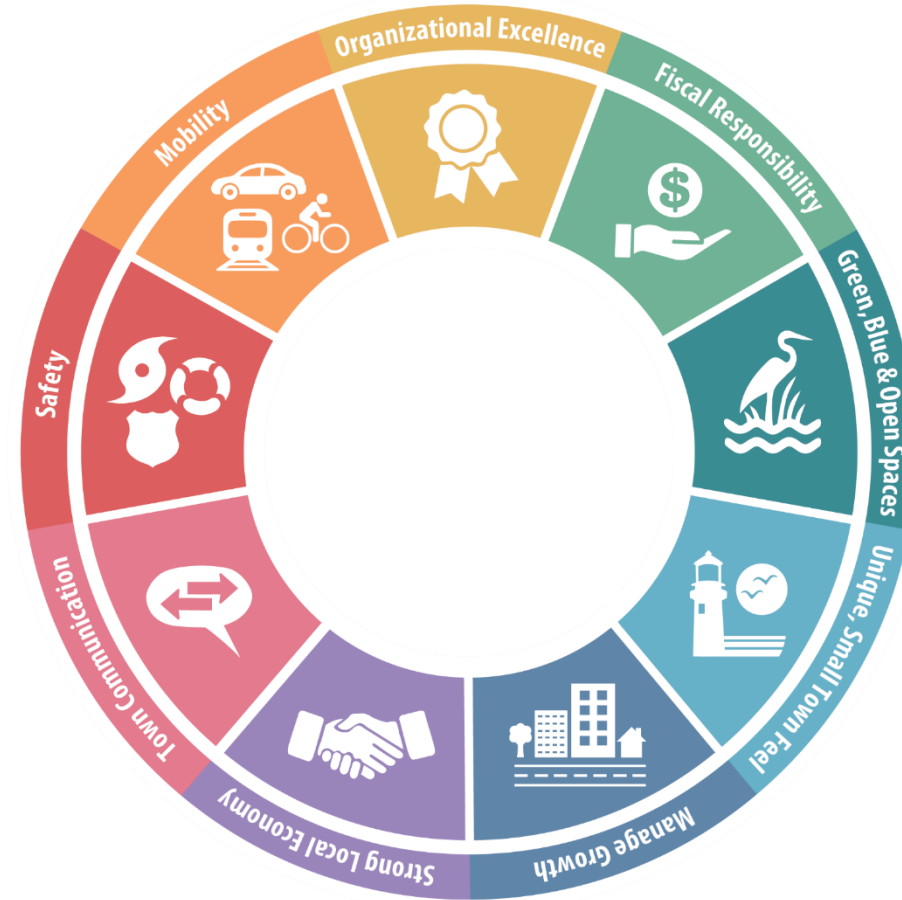




# Strategic Results

Jupiter's strategic plan contains nine strategic results, which represent the outcomes Jupiter aims to achieve.

Each strategic result and its full definition is listed on the following pages.





# Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.

- Good stewards of tax dollars and good asset management.
- Town's financial sustainability and the costs associated with Jupiter's quality of life balanced to show value to residents and businesses.
- Projects and investments reviewed and cost-justified.
- Competitive staffing levels, pay and benefits for all categories of employment.
- Transparency promoted; budget and accounting practices published and available.
- Taxes, water rates and user fees kept reasonable and in-line with the Consumer Price Index (CPI).
- Audit Committee and Police Pension Board supported by Town Council and staff.





# Organizational Excellence

Organizational governance; internal support and services.

- Sufficient investment in organization's infrastructure to maximize productivity, enhance performance and develop technical and leadership skills.
- Overall costs of Town government managed to enable a sustainable future.
- Employees valued and invested in the achievement of strategic and operational results through engagement, communication, a team environment, and a culture of continuous improvement.
- Town facilities and buildings maintained to allow for a safe, functional working environment.
- A professional, highly-motivated Town workforce that receives competitive compensation and benefits based on employee achievement.
- Town services delivered in a way that is valued by residents and businesses, cost-effective, efficient, and with a high degree of customer service.
- Skilled leadership and workforce that is sustainable for the long-term.
- A workforce and culture that is responsive and adaptive to new concepts and changing environments.







# Strong Local Economy

Support local businesses, create a business-friendly environment.

- Economic growth promoted to achieve a diversity of businesses.
- Bioscience cluster initiatives prioritized including ancillary and support businesses.
- Small business growth encouraged, and “Buy Local/Shop Local” supported. Consideration for large businesses with the right fit for the community.
- Partnerships with Chamber of Commerce and business associations and participation in business events.
- Housing supply and workforce development efforts to support business growth.
- Business, tax, and small business incentives and assistance provided.
- Eco and heritage tourism promoted through tournaments and special events.
- Assistance provided to help Abacoa Town Center be successful.
- Community Redevelopment Agency (CRA) budget used to assist businesses within the CRA boundary.
- Schools and universities with programs to support business needs.
- Partnerships supported between bioscience, Florida Atlantic University and Jupiter Medical Center.





# Town Communication

Support and enhance open, two-way communication between the Town and its residents and businesses.

- Upfront and honest communication that is fair, open, and timely.
- Citizen and community inputs captured and responded to in a timely manner.
- Continuous improvement of mass communication methods (web, email, notices, flyers, TV, newsletters, Jupiter U, social media).
- Transparency of government and council maximized.
- Residents and businesses impacted by potential development and redevelopment areas engaged and informed.
- Increased use of citizen and community input from a variety of sources to capture balanced and effective representation of community views.
- Greater citizen involvement and additional outreach, including under-represented areas.
- Improved communication between and within the Town, the public, and the Council.





# Mobility

## Improved mobility for all modes of transit.

- Traffic flow improved through light timing, speed limit control, traffic calming and other methods to achieve levels of service identified in comprehensive plan.
- Traffic mitigation plan implemented for roadways not meeting the Town's level of service standards.
- Parking managed effectively without adding any additional parking fee areas in the Town.
- Traffic laws enforced, including speeding, red-light running, and parking violations.
- Additional transportation modes encouraged to support less driving and change driving behavior to reduce congestion (shuttles, carpooling, public transportation, off-peak travel, public transportation for the disabled).
- Bike paths improved and increased. Bike lanes and bike parking managed to provide more protected and safer bike paths, especially in high-hazard areas.
- Impacts of school drop-off and pick-up mitigated.
- Growth and commerce encouraged that helps to manage traffic flow (encourage industries with off-peak trips).
- Enhanced public safety (pedestrian, vehicle crossings, bridge) and quiet zones along rail corridor.
- Pedestrian-friendly community with effective system of sidewalks and bike paths.
- Safe boating and boat-mobility encouraged.







# Manage Growth

Plan for and manage growth, development and redevelopment to maintain Jupiter's small town feel and its integrity as a distinctive, vibrant coastal community.

- Inlet Village redeveloped at a pedestrian scale, emphasizing its history and coastal assets.
- Impacts of development decisions occurring outside the town evaluated and addressed.
- Comprehensive plan updated as needed to support long-term planning, sustainability and quality of life.
- Development that is in harmony with the natural environment, considering green space, beautification, and impacts on habitats and wildlife.
- Low-scale development with sufficient setbacks and open spaces.
- Incentives for development and re-development created where needed.





# Safety

## Keep citizens and businesses safe.

- Safety enhanced for all modes of traffic (boats, kayaks, motor vehicles, bicycles and pedestrians) in order to reduce accidents in roadways, parking lots and on our waterways.
- The Jupiter Police Department leverages community partnerships, technology and environmental design to create awareness, identify and prevent criminal activity.
- The capabilities (training, personnel, equipment, technology) of the Police Department align with the growth and needs of the community.
- The Town works with residents and businesses to revitalize the older neighborhoods.
- Customers have access to drinking water that meets or exceeds required safety standards.
- The Town plans and prepares for natural and man-made disasters to maintain the safety of the community.
- Beaches, parks, bike paths, pedestrian facilities, kayak and paddle launches are well-maintained, safe and clean.
- Neighborhoods and commercial areas are safe, and crime rates are lower than similar communities.
- Opportunities exist in the community to keep school-aged children engaged and safe.
- Freight and passenger rail solutions implemented in a way that maintains safety and access for emergency services.
- Cost-effectiveness for public safety services (fire rescue, police, and health/EMS) continuously monitored and improved.





# Unique, Small Town Feel

Maintain and enhance our vibrant small town feel by leveraging the unique combination of community, cultural and recreational assets that make Jupiter a special place to live and work.

- The Town creates, maintains, promotes and enables access to special, open spaces, parks and beaches, and bike and walking paths where residents can pursue an active, outdoor lifestyle.
- The essence of “uniquely Jupiter” is seen in the aesthetics and physical attributes of the community.
- Historical sites and landmarks supported and preserved in harmony with surrounding development.
- Residents are engaged in volunteer efforts that create a sense of community, civic pride and neighborliness to support what is uniquely Jupiter.
- The Town supports and advocates for railway quiet zones.
- Older shopping centers are revitalized to enhance aesthetics and provide valued services to the community.
- JTAA is a thriving youth sports organization working in partnership with the Town and local schools to provide high-value recreational programs for youth.
- Entertainment, cultural, community and recreational activities and organizations for residents of all ages are offered by the Town or supported through partnerships with community organizations.
- Access to health services is provided for all residents, and residents practice healthy habits, activities and lifestyles.







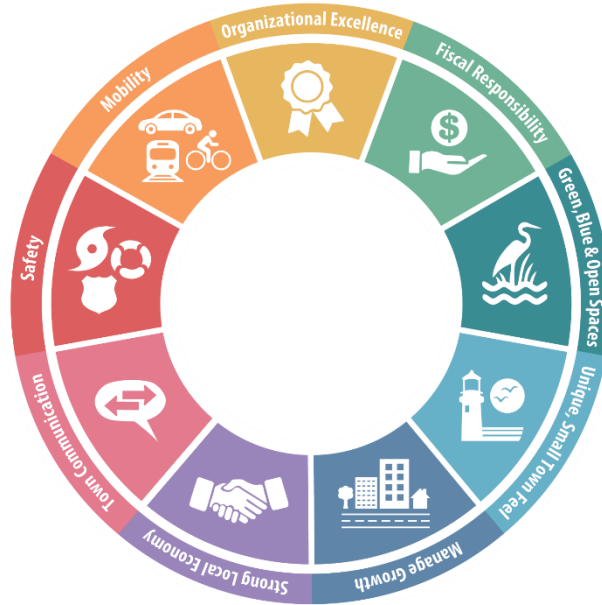
# Green, Blue And Open Spaces

Continue beautification and natural areas; green spaces, parks, beaches and landscaping. Maintain Jupiter as a distinctive coastal community with open and natural environments.

- Enhanced entries at major gateways such as I-95 and the Florida Turnpike; beautified medians.
- Natural vegetation and trees preserved.
- Focus on the waterways and the upland areas adjacent to the water.
- Dog-friendly beach maintained with pedestrian-friendly and easy access.
- Clean, safe beaches and public facilities maintained.
- Greenway and blueway systems promoted.
- Parks that are clean and safe, with shade, trees, drinking fountains, and bathrooms.
- Landscaping public areas with sustainable, native plants.
- Balanced process for tree removal and replacement.
- Access and use of green space increased. More open spaces and natural areas for protection of the environment.
- Water reuse encouraged and increased.



# Proposed Strategic Initiatives



Each year, each of the 9 strategic results may have specific strategic initiatives (or objectives) supporting it.

These become the “to-do” list for Town Staff, and drive how resources are used.

The following pages list the strategic initiatives, their action plans and the strategic result that item is aligned with in three categories:

1. Priority Strategic Initiatives
2. Strategic Initiatives
3. Operational Items



# Priority Strategic Initiatives

| Category                                                                                                         | Initiative                                                                                                                                                                                                                                      | Action Plans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Unique, Small Town Feel</p> | <p><b>Recreation Facility Master Plan:</b> Develop a master plan for the Town’s indoor and outdoor recreational facilities and parks in support of youth and adult recreation activities, and considering opportunities for emergency uses.</p> | <ol style="list-style-type: none"> <li>1. <b>Complete a Recreation Master Plan to include</b> current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).</li> <li>2. Identify areas of deficiency and opportunities for improvement at the Town’s aging parks through the master plan exercise, outreach and review of trends and forecasts.</li> <li>3. Explore a partnership with Palm Beach County to upgrade the West Jupiter Community Center and overall site (expansion) to create more available indoor space. Consider a public-private partnership and grant opportunities as options to reimagine the property for better community utilization for recreation and emergency shelter space.</li> <li>4. Develop an improvement and funding plan to modify and update existing athletic facilities at aging Town parks (such as Maplewood, Jupiter Village and Lighthouse Park).</li> <li>5. Develop a strategy to support pickleball.</li> </ol> |



**Maintenance Facility:** Develop a master plan for the Town’s Maintenance Facility property.

1. **Develop and present a renovation and future use plan for Town's Maintenance Facility.**

2/27/2024

**DRAFT** – 2024-2025 Strategic Plan



# Priority Strategic Initiatives

| Category                                                                                                   | Initiative                                                                                                                     | Action Plans                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Fiscal Responsibility | <b>Fire Rescue Strategy:</b> Determine a long-term strategy and financial plan for fire rescue services for Jupiter residents. | <ol style="list-style-type: none"><li>1. Develop operational plans for staffing, facility needs, equipment requirements and timeline.</li><li>2. Evaluate station locations and begin construction.</li></ol>                                    |
| <br>Manage Growth         | <b>CRA Plan:</b> Update and revise the CRA plan.                                                                               | <ol style="list-style-type: none"><li>1. Adopt CRA plan amendment to reflect the current and anticipated future Town business and development environment, incorporate public input, and consider uses for Piatt Place and Suni Sands.</li></ol> |



# Strategic Initiatives

| Category                                                                                                       | Initiative                                                                                                                                                                                                                                                                        | Action Plans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Organizational Excellence | <b>Municipal Complex:</b> Update and revise masterplan and continue improvements.                                                                                                                                                                                                 | <ol style="list-style-type: none"> <li>1. Complete Demolition and Phase II Construction of Town Hall Green.</li> <li>2. Develop design plans for approval for memorial for former Mayor Hinton.</li> <li>3. Approve and complete construction for Law Enforcement Memorial Site located at the Jupiter Police Department.</li> <li>4. Develop a strategy for aging infrastructure on the north east quadrant for the Municipal Complex.</li> <li>5. Secure ROW transfer agreement with PBCSD to enable realignment of Daniels Way.</li> </ol> |
| <br>Mobility                  | <b>Vehicle and Pedestrian Traffic Management &amp; Mitigation:</b> Enhance and update the Town's traffic mitigation plans for roadways not meeting the Town's level of service standards; and employ strategies to reduce the number of accidents and bike/ped/vehicle conflicts. | <ol style="list-style-type: none"> <li>1. Complete the annual presentation on mitigation strategies and status of roadway projects across various agencies.</li> <li>2. Pursue and secure project budget commitments from other agencies<sup>1</sup>.</li> <li>3. Complete construction of Jupiter Beach Road/A1A roundabout.</li> <li>4. Encourage FDOT to fund and advance the study during 2023<sup>1</sup>.</li> <li>5. Complete construction of 11 pedestrian-activated crosswalk signals and safety technology.</li> </ol>              |

1. The success of this Action Item is understood to be a Town Council initiative. Town staff will endeavor to provide information and update reports. However, it will be the prerogative of the Town Council to utilize their collective influence to pursue completion of this item through involvement on regional planning boards, adopting Resolutions and/or other methods of advocating for desired outcomes.



# Strategic Initiatives

| Category                                                                                      | Initiative                                                              | Action Plans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Mobility | <b>US 1 Bridge:</b> Monitor construction and impacts of the US 1 Bridge | <ol style="list-style-type: none"><li>1. Monitor bridge construction activity in order to ensure FDOT and contractor commitments and incentives (stretch goal of 16 months and incentives up to \$3.5 million to achieve it) are realized<sup>1</sup>.</li><li>2. Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.</li><li>3. Monitor and provide updates as needed to the Town Council on FDOT landscape improvement commitments to pursue mitigation of adverse aesthetic impacts to Jupiter Cove<sup>1</sup>.</li><li>4. Develop a plan to support businesses in the area surrounding the construction activities during the closure, in order to mitigate impacts</li><li>5. Develop and plan for a public event, “Block Party”, during non peak season months to help businesses in the area surrounding the construction activities.</li></ol> |





# Strategic Initiatives

| Category                                                                                      | Initiative                                                                                                            | Action Plans                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Mobility | <b>W. Indiantown Road:</b> Ensure the advancement of Indiantown Road improvements between I-95 and Central Boulevard. | <ol style="list-style-type: none"> <li>1. Monitor and provide updates to the Town Council on project progress, completion and funding.</li> <li>2. Develop plan and funding, including lead agency, to expand scope to include improvements continuing eastbound to Chasewood Plaza and westbound from Central Boulevard.</li> </ol> |
| <br>Mobility | <b>South Island Way:</b> Advance South Island Way.                                                                    | <ol style="list-style-type: none"> <li>1. Town Council to approve design and construction plans.</li> <li>2. Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties.</li> </ol>                                                                                |

1. The success of this Action Item is understood to be a Town Council initiative. Town staff will endeavor to provide information and update reports. However, it will be the prerogative of the Town Council to utilize their collective influence to pursue completion of this item through involvement on regional planning boards, adopting Resolutions and/or other methods of advocating for desired outcomes.



# Strategic Initiatives

| Category                                                                                           | Initiative                                                                                                                                                           | Action Plans                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>Safety</b> | <b>High-Speed Rail:</b> Prepare for the introduction of high-speed rail through the Town of Jupiter by investigating and advocating for appropriate safety measures. | <ol style="list-style-type: none"> <li>1. Collaborate with the FEC and Brightline to have get safety fencing enhancements incorporated into project scope of work<sup>1</sup>.</li> <li>2. Collaborate with the TPA, Brightline and Florida East Coast (FEC) to initiate application for quiet zone designation after rail corridor upgrades are completed through Jupiter<sup>1</sup>.</li> </ol> |
| <br><b>Safety</b> | <b>Public Safety Training Facility :</b> Develop a conceptual plan for a public safety training facility.                                                            | <ol style="list-style-type: none"> <li>1. Conduct an analysis to establish the scope and frequency of training facilities used by JPD outside of the Town and potential training needs for JFRD.</li> <li>2. Based on direction provided at the roundtable, develop a conceptual plan, location options and proposed funding strategy for a public safety training facility.</li> </ol>            |

1. The success of this Action Item is understood to be a Town Council initiative. Town staff will endeavor to provide information and update reports. However, it will be the prerogative of the Town Council to utilize their collective influence to pursue completion of this item through involvement on regional planning boards, adopting Resolutions and/or other methods of advocating for desired outcomes.



# Strategic Initiatives

| Category                                                                                                          | Initiative                                                                                | Action Plans                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Unique, Small Town Feel</p>  | <b>Athletic Facility Usage:</b> Develop athletic facility usage policies and master plan. | <ol style="list-style-type: none"> <li>1. Formalize the athletic facility allocation process, including applications and policies for use, schedules, and parameters.</li> <li>2. In accordance with policy direction and the Comp Plan, develop JTAA partnership and relationship objectives, goals and plans.</li> <li>3. Define future parameters of relationship between Town and JTAA.</li> </ol> |
|  <p>Unique, Small Town Feel</p>  | <b>The Arts:</b> Promote music and the arts.                                              | <ol style="list-style-type: none"> <li>1. Evaluate options for TOJ involvement in and sponsorship of an annual Jupiter Music Festival that involves local businesses that normally feature live music. Work with PBC to secure use of Seabreeze Amphitheater, and evaluate forming a committee to oversee the planning of the festival.</li> </ol>                                                     |
|  <p>Unique, Small Town Feel</p> | <b>Piatt Place:</b> Determine future use and development plan for Town-owned property     | <ol style="list-style-type: none"> <li>1. Explore options for uses.</li> <li>2. Study the impact of options on seagrass beds.</li> </ol>                                                                                                                                                                                                                                                               |





# Strategic Initiatives

| Category                                                                                                        | Initiative                                                                                                                                                 | Action Plans                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Green, Blue and Open Space | <b>Protect Local Seagrass:</b> Enhance the natural vegetation and promotion of our bluewater systems by evaluating and protecting our local seagrass beds. | <ol style="list-style-type: none"> <li>1. Collaborate with Jupiter Inlet Foundation on the installation and funding of seagrass information buoys. Consider funding participation going forward.</li> <li>2. Engage additional partners such as Loxahatchee River District and Jupiter Inlet District in order to leverage resources for seagrass protection.</li> </ol> |
| <br>Green, Blue and Open Space | <b>Loxahatchee River:</b> Improve the water quality in the Loxahatchee River.                                                                              | <ol style="list-style-type: none"> <li>1. Enhance the treatment of stormwater runoff into Sawfish Bay, improving the treatment of outflows to supports seagrass and living shoreline initiatives.</li> </ol>                                                                                                                                                             |



# Strategic Initiatives

| Category                                                                                                        | Initiative                                                                                                                 | Action Plans                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Green, Blue and Open Space | <b>Protect Open Spaces:</b> Enhance access and use of green space by providing more open and natural areas for protection. | 1. Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.                                                                                                                                       |
| <br>Green, Blue and Open Space | <b>Anchored Vessels:</b> Remove anchored and at-risk vessels from Jupiter's waterways.                                     | 1. Continue quarterly reporting on removal efforts<br>2. Explore anchoring limitation areas by applying through the County to the State.<br>3. Engage with a maritime expert to monitor State and County legislation to identify opportunities. |



# Strategic Initiatives

| Category                                                                                           | Initiative                                                                                                                    | Action Plans                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Manage Growth | <b>Areas of Local Importance:</b> Explore designating distinct areas, or districts, of local significance throughout Jupiter. | <ol style="list-style-type: none"> <li>1. Explore the creation of distinct districts throughout Jupiter that are identified as “areas of local importance,” with each district having development guidelines designed to protect and enhance its unique character. Districts may include but not be limited to having “historic significance” to be considered.</li> </ol>                         |
| <br>Manage Growth | <b>Comprehensive Plan Revision:</b> Revise Plan to reflect policy changes and updates.                                        | <ol style="list-style-type: none"> <li>1. Identify and prioritize sections with the comprehensive plan <b>as it relates to workforce housing, conservation and recreation.</b></li> <li>2. <b>Modify land use and zoning designations on key parcels, as identified through the 2023 EAR amendments approved by Town Council, through the Future land use map and rezoning process.</b></li> </ol> |





# Operational Items

*Items and projects not listed as Strategic Initiatives, but identified by Council to be considered in the budget and operationally.*

| Initiative                                                                                                           | Action Plans                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Community Webcams:</b> Invest in web cams in the community so that others can enjoy all the Jupiter has to offer. | 1. Select a contractor and develop an implementation and roll-out schedule of locations.                                             |
| <b>Sustainability Plan:</b> Develop a sustainability plan document for the Town.                                     | 1. Compile and centralize the Town’s current sustainability initiatives, policies and practices into a sustainability plan document. |
| <b>Baseball/Roger Dean Chevrolet Stadium</b>                                                                         | Item is in legal review at this time.                                                                                                |





TOWN OF  
**JUPITER**

For more information

[www.jupiter.fl.us/strategicplan](http://www.jupiter.fl.us/strategicplan)



— TOWN OF —  
**JUPITER**

2/27/2024