



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 21, 2024
7:00 PM**

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

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

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

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

1. May 7, 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

2. **Ordinance 5-24, Second Reading**, Alma's Place (Tract A) Rezoning - Town initiated Zoning Map Amendment.

PUBLIC BUSINESS

3. **Resolution 51-24**, Approving a private Stormwater Improvement Grant agreement with Egret Landing Property Owner's Association for up to \$15,000.
4. **Resolution 61-24**, Approving a land license agreement with Jupiter 1630 LLC for Town-owned property adjacent to 1630 Cypress Drive.
5. **Resolution 75-24**, Approving the revised language for contract EPW 2024-12, Landscape and Irrigation Maintenance.
6. Adopting the Fiscal Year 2024-2025 Strategic Plan.
7. Approving a purchase order to Ferguson Enterprises, LLC DBA Ferguson Waterworks for two flushing and monitoring stations (W2325A) in the amount of \$52,400.
8. Approving the purchase of one (1) Police vehicle in the total amount of \$63,676.
9. Approving the purchase order for two (2) new vehicles for Public Works in the amount of \$234,780.
10. Approving the purchase order for three (3) used Chevrolet Tahoes and associated equipment for Fire Rescue from Jupiter Inlet Colony in the amount of \$113,339.

REGULAR AGENDA

PUBLIC HEARING

11. **KB Carlin**
 - A. **Ordinance 10-24, First Reading**, Future Land Use Map amendment. (Second Reading 6/18/24)
 - B. **Ordinance 2-24, First Reading**, Zoning Map amendment. (Second Reading 6/18/24)

PUBLIC BUSINESS

12. Approving Cinquez Park as the site for the Western Fire Station, and Resolution 62-24 for approval of Work Order No. 50 to EPW 2016-12D to Wantman Group, Inc. for the design and construction criteria package for the fire station in an amount not to exceed \$242,182.39.

PRESENTATION

13. Jones Creek Vegetative Trimming Update

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

June 4, 2024
June 18, 2024

NOTICE

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

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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

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 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, MAY 7, 2024**

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

Roll Call: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Ron Delaney
Councilor Andy Fore; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird
and Town Clerk Laura Cahill. Councilor Cameron May was absent.

PROCLAMATION

1. Historic Preservation Month, May 2024 - Ms. Debi Murray, Chair of the Historic Resources Board.

Mayor Kuretski presented the proclamation to Ms. Debi Murray.

Ms. Murray thanked Council.

2. National Police Week, May 12 – 18, 2024 and Peace Officers Memorial Day, May 15, 2024 – Chief David England, Chief of Police.

Mayor Kuretski presented the proclamation to Chief England.

Chief England thanked Council and mentioned two officers who had lost their lives in the line of duty.

3. 55th Annual Professional Municipal Clerks Week, May 5-11, 2024 - Ms. Laura Cahill, Town Clerk.

Mayor Kuretski presented the proclamation to Ms. Laura Cahill.

Ms. Cahill thanked Council and her department for all their hard work.

4. National Public Works Week, May 19-25, 2024 - Mr. Thomas Hernandez, Director of Engineering and Public Works.

Mayor Kuretski presented the proclamation to Mr. Thomas Hernandez.

Mr. Hernandez thanked Council and residents.

PROCLAMATION

5. National Drinking Water Week, May 5 - May 11, 2024 - Ms. Allyson Felsburg, Utilities Compliance and Operations Manager.

Mayor Kuretski presented the proclamation to Ms. Allyson Felsburg.

Ms. Felsburg thanked Council and the Utilities department Staff.

PRESENTATION

6. "Drop Savers" Water Conservation Poster Contest Awards - Ms. Allyson Felsburg, Utilities Compliance and Operations Manager.

Ms. Allyson Felsburg gave an overview of the Drop Savers Conservation Poster Contest.

Mayor Kuretski and Ms. Felsburg recognized the 2024 Drop Savers Poster Contest winners:

Division 1 - Kindergarten & 1st grade; Meyer Kugler; Reese Carter; Nico Hutchinson. Division 2 - 2nd and 3rd grades; Evelyn Foy; Julia Kissinger; Audrey Jenkins. Division 3 - 4th and 5th grades; Cristina Nolasco; Hudson Scholl; Angelina Perris. Division 4 - Middle School; Piper Tenlen; Danelia Bashirova; Amelia Mears.

7. 2023 FDEP Drinking Water Plant Operations Excellence Award - Mrs. Amanda Barnes, Director of Utilities.

Mrs. Barnes discussed the process for applying for the award and presented the 2023 Florida Department of Environmental Protection (FDEP) Drinking Water Plant Operations Excellence Award to the Utilities Staff.

CITIZEN COMMENTS

Ms. Linda McDermott, resident of Chadwick Drive, spoke regarding her concern for the Jupiter Fire Rescue Department including fiscal transparency and level of service.

Mr. Brett Carpenter, on behalf of the Childrens' Health and Mentor Program (CHAMP) proposed adding friendship benches to local parks.

Ms. Suzanne Rothman, resident of Bay Cedar Circle, thanked Council for considering Jupiter High School as a recipient for a charitable donation.

Cub Scouts pack 774, mentioned their concerns regarding invasive iguanas, trash at the beach and homelessness thought the community.

Ms. Pat Whaley, resident of Summer Avenue, discussed an issue regarding cats on her street.

MINUTES

8. April 16, 2024 Town Council Meeting Minutes.

Councilor Delaney moved to approve April 16, 2024 Town Council Meeting Minutes; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
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.

Councilor Fore moved to approve the Consent Agenda; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

PUBLIC BUSINESS

- 9. Resolution 21-24,** Approving a contract to A to Z Paint Contracting, Inc. for Utilities Painting Maintenance with an estimated budget of \$405,000 for the initial one-year term (WS2404)
- 10. Resolution 52-24,** Approving the authorization of Work Order No. 49 of Contract EPW 2016-12D with Wantman Group, Inc. for the Sims Creek Preserve Construction Documents and Permitting for an amount not to exceed \$54,344.44.
- 11. Resolution 58-24,** Approving the authorization of Work Order No. 7 of contract EPW 2016-12 C with Stanley Consultants, Inc. for Indiantown Road Widening Phase II in an amount not to exceed \$141,299.40.
- 12.** Approving a purchase order to Carl Eric Johnson, Inc for one sulfuric acid dosing pump system in the amount of \$60,577 (W2433).

REGULAR AGENDA

PUBLIC BUSINESS

13. Approving the Town's Charitable Donation Program for 2024 for \$46,500.

Ms. Satu Oksanen, Neighborhood Services Manager, gave a brief overview of the program and the metrics used.

Mayor Kuretski thanked the participating organizations and Staff for their efforts. He also mentioned the budget limit of \$50,000.

Vice-Mayor Sundstrom stated she loved the program and helping the organizations.

Councilor Delaney moved to approve the Town's Charitable Donation Program for 2024 for \$46,500; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

ROUNDTABLE

14. Discussion of the Strategic Plan Initiatives Prioritization.

Ms. Nikki Carpenito, Senior Director, reviewed the 2024-2025 Strategic Plan Initiative Prioritization Timeline and asked Council for their feedback. She also gave an overview of the 3-year plan that was created to provide Staff with a guide for an effective completion.

Mayor Kuretski stated the presentation was a nice visual of the multi- year timeline. He suggested adding an asterisk to action items that involved Council's assistance.

Ms. Carpenito continued to review strategic initiatives for Council comment.

Mayor Kuretski said the Daniel's way realignment within the municipal complex should be a higher priority, he said he would work with the Town Manager and the Palm Beach County School Board to make the item a priority.

Vice-Mayor Sundstrom said she supported that in terms of the bigger picture concerning the municipal campus.

Ms. Carpenito continued to review initiatives.

Mayor Kuretski asked about a planned celebratory event for the U.S. Highway One bridge and also requested an update on the bridge's progress.

Ms. Carpenito said the event was included in the plan.

ROUNDTABLE

14. Discussion of the Strategic Plan Initiatives Prioritization.

Mr. Thomas Hernandez, Director of Engineering and Public Works, the bridge would be opened one lane each way sometime in October.

Councilor Delaney stated he had heard they were shooting for November and asked if they were ahead of schedule

Mr. Hernandez stated the plan for the bridge originally had one lane open in each direction starting in July but then was pushed back to November and now it looked like it would be in October due to materials for the seal of the bridge. He stated he had heard roughly October timeframe and had not received any indication of any shortage of materials.

Ms. Carpenito went on to discuss South Island Way, the maintenance facility, protecting local seagrass, baseball/Roger Dean Chevrolet Stadium, and the Comprehensive Plan review.

Vice-Mayor Sundstrom asked for South Island Way to be extended to 2026.

Mayor Kuretski said it should be ongoing.

Ms. Carpenito reviewed public safety training facility, areas of local importance, the Arts, community webcams, and the sustainability plan. She explained some timelines could potentially be extended or adjusted based on level of priority, Staff resources and workload.

Mayor Kuretski noted Utilities had a sustainability plan, but it was to memorialize a document which could have some significant budget impacts. He was comfortable with what had been proposed but wanted to make sure the Council and Staff had time to understand the entire scope.

Vice-Mayor Sundstrom believed the vulnerability assessment was a very important component. She said in terms of sequencing, the vulnerability assessment was a major effort that needed to be understood.

Ms. Carpenito explained she would return to the Council on May 21, 2024, with the final document including the timeline. She stated once approved, it would be posted to the Town's website and used to guide Staff.

Mr. Daniel Williams, resident of Delray Beach, congratulated the Town's efforts towards water conservation. He noted he was a representative for the Suni Sands and indigenous artifacts. He stated he would like to receive notification of when things are being addressed when it refers to the Suni Sands property. He said indigenous communities could provide some ideas and feedback regarding conservation, seagrass, sea level rise, stormwater management, and new technology.

REPORTS

TOWN ATTORNEY

- Public Records Request – Mr. Baird stated the Town received a public records request asking for invoices from his law firm related to the firm's defense of the Town in the lawsuit brought by the Political Action Committee. He mentioned it was a common tactic to shift the focus to financial resources the Town was expending.

TOWN MANAGER

- Citizen Comment – Mr. Kitzerow said Chief England met with the resident who spoke with concerns about cats on her street.
- U.S. Highway One Bridge – Mr. Kitzerow said he received an update from Mr. Hernandez that the bridge would open one lane each way in early November.
- Turtle Trot – Mr. Kitzerow highlighted the event was the 32nd annual 5K with over 600 runners who participated and thanked the Parks and Recreation department.
- JupiterU – Mr. Kitzerow explained the program which included 9 tours recently wrapped up with a tour of the Jupiter lighthouse and natural area.
- Employee Recognition – Mr. Kitzerow commended Police Officer John Naccarato for 20 years of service. He also acknowledged Police Officer First Class Jason Flesch Officer of the Quarter, Code Compliance Officer Henry Cardoso Civilian of the Quarter, and Matthew Palladino Investigator of the Quarter.
- Law Enforcement Cycling Group – Mr. Kitzerow said the Town hosted the cycling group who were riding from Miami to Washington D.C. for the start of National Police Week.
- Pickleball Courts – Mr. Kitzerow said on May 3rd the Town opened 13 new pickleball courts, 5 at Abacoa Community Park and 8 at Jupiter Community Park. He gave kudos to the Parks and Recreation department who worked diligently to make it happen.
- Train Safety – Mr. Kitzerow stated Code Compliance Officer Paul Ruddock and Police Officer First Class (PFC) Luis Rocha received the Lifesaving Awards. He explained there was an incident on April 24th, when a call for service came in about a man lying on the railroad tracks and Code Officer Ruddock and PFC Rocha responded. He said the man on the tracks refused to move and Mr. Ruddock and PFC Rocha physically removed the man 8 seconds before the train went by.
- Derelict Vessels – Mr. Kitzerow said on April 25th the Town removed the vessel Okee Drifter from the waterway.

REPORTS

TOWN MANAGER

- 25 Years of Service – Mr. Kitzerow recognized Dawn Neville of the Finance department and Phil Gelina of the Police department for receiving the twenty-five years of service award.
- Swearing in of Deputy Fire Chief – Mr. Kitzerow stated April 25th, Fire Rescue celebrated the swearing in of the Towns' new Deputy Fire Chief, Stephen Shaw. He explained that on the morning of his swearing in ceremony Deputy Fire Chief Shaw reconnected with Planning and Zoning employee Michael Schneider, ten years ago Deputy Fire Chief Shaw and Mr. Schneider met on the side of the turnpike in Broward County. Deputy Fire Chief Shaw was driving home from work when he came upon a horrific accident scene. Just moments earlier, Michael had been severely injured after being struck by another vehicle. Deputy Fire Chief Shaw jumped into action, calling for a helicopter and Fire Rescue to respond, intubating Michael and then starting CPR when Michael's heart stopped. Because of Deputy Fire Chief Shaw's efforts, the Town and Michael's family have the incredible benefit of having Michael with us today.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- Fire Rescue – Mayor Kuretski stated the Town decided to start its own Fire Rescue due to the Palm Beach County Commission and the Palm Beach County Fire Rescue (PBCFR) attempt to increase taxes upon the Town's businesses and residents by approximately a quarter of a billion dollars over 10 years. He mentioned the Council had no intention to significantly raising taxes and understood why PBCFR was spending a quarter of a million dollars fighting the Town in court.
- Community Redevelopment Agency (CRA) Master Plan – Mayor Kuretski stated it was a high priority in the Town's Strategic Plan, however, due to ongoing mediation, Council was not able to discuss many details. He noted that Council's intentions were to recognize the value of the CRA's assets, both on land and water.

VICE-MAYOR SUNDSTROM

- CRA Master Plan – Vice-Mayor Sundstrom mentioned there had been a well-attended public workshop regarding the CRA Master Plan and she was grateful for all the participation.
- Jurisdictions – Vice-Mayor Sundstrom acknowledged the potential complexities associated with jurisdictional issues. She emphasized the Council's commitment to seeking best practices from other agencies and acting as advocates for the residents' interests.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
VICE-MAYOR SUNDSTROM

- Pickleball Courts – Vice-Mayor Sundstrom stated the pickleball courts were fun and it was good to see Abacoa Community Park so active.
- Town Manager – Vice-Mayor Sundstrom stated she was grateful for the Town Manager for translating the residents wishes and needs into tangible results.

COUNCILOR DELANEY

- Audit Report – Councilor Delaney stated the Town was fiscally sound and thanked the Finance department for a terrific job.

COUNCILOR FORE

- Lifesaving Award – Councilor Fore thanked Code Compliance Officer Paul Ruddock and Police Officer First Class (PFC) Luis Rocha for their heroic efforts saving someone from the train tracks.
- Train Safety Fencing – Councilor Fore mentioned seeing fence post and asked for a quiet zone update.

Mr. Hernandez stated they received the Palm Beach County right-of-way permit and the Florida Department of Transportation permit in regards to the right of way and construction. He mentioned Staff would receive bids from contractors on May 14th for temporary and permanent signage. He estimated \$25,000 for the signage and for the quiet zones to be implemented by the end of May. Mr. Hernandez also mentioned Staff was working with the Federal Rail Administration and other regulatory agencies to make sure there was sufficient time in the 21-day waiting period after the signage was installed.

- Utilities department - Councilor Fore stated the Utilities department did a fantastic job and the Town always had water throughout all the storms.
- Strategic Plan Format – Councilor Fore commended Staff for the user-friendly format of the Strategic Plan and acknowledged the additional effort it represented beyond their regular duties.

ADJOURNMENT - 8:40 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
TOWN OF JUPITER ALMA'S PLACE REZONING



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Alma's Place (Tract A) Rezoning:</u> Town initiated Zoning Map amendment for a 1.72+/- acre property located approximately 30 feet northwest of the Town Hall Ave and Killane Drive intersection, changing the zoning from Residential, Single Family (R-1) to Conservation Preservation (CP).

EXECUTIVE SUMMARY

Adoption of a Town-initiated Zoning Map Amendment to change the zoning of a Town-owned property of approximately 1.72 +/- acres from Residential, Single Family District (R-1) to Conservation Preservation District (CP) to align the zoning designation with the Future Land Use designation of Conservation on the property.

ANALYSIS

The subject property was dedicated to the Town on December 23, 1983, via the Alma's Place Plat. It was dedicated for the perpetual use for the public and establishment of a conservation and drainage easement for the preservation of open space. Language on the plat states that should the Town of Jupiter, its successors or assigns, ever develop or endeavor to develop any portion of said tract, except within direct conformity with the requirements of said statute [Florida Statute 704.06], the title to said tract will vest in E.W. Holden, his successors, heirs or assigns. The property is currently managed by the Town for drainage purposes and has a Future Land Use of Conservation. The proposed rezoning of the property provides for consistency with the comprehensive plan, as required by Florida Statute.

Surrounding neighbors who own adjacent developed residential properties have recently approached the Town with interest in pursuing land swaps. Contemplating any transfer of the property could jeopardize the town's ownership of the parcel, based on the reversion provision in the plat dedication language noted above. Staff has assessed each request and did not identify any benefit to the Town to justify considering a land swap. Staff further notes, any disposition of real property by the Town would be required to comply with the procedures outlined in Section 2-3, entitled "Procedures for Sale or Disposition of Real Property". Among these procedures, Section 2-3 requires the property be determined to be in excess to the town's municipal needs, the sale or disposition be adequately advertised in a newspaper of general circulation, and the offers be submitted by sealed bid directed to the town clerk. Neither of these requests are directly associated with the subject request to rezone the property to provide for consistency with the Conservation future land use designation assigned to the property. Both residents have been notified of the assessment and the staff consensus not to entertain their requests. Further information on their requests is included with the Staff Report and attachments.

PLANNING AND ZONING RECOMMENDATION:

At their March 12, 2024 meeting, the Planning and Zoning Commission voted unanimously to approve (by a 6 to 0 vote) the subject Zoning Map amendment.

TOWN COUNCIL ACTION:

At their April 16, 2024 meeting, the Town Council voted unanimously to approve (by a 4 to 0 vote) the subject Zoning Map amendment.

The Town Attorney has reviewed the attached ordinances and finds them to be in acceptable form.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance 5-24
2. Staff Report

FUNDING SOURCE

- Funding is not necessary for this request.

For more information or to request attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us and/or (561) 741-2464.

ORDINANCE NO. 5-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 1.72 ACRES OF PROPERTY LOCATED APPROXIMATELY 30 FEET NORTHWEST OF THE INTERSECTION OF TOWN HALL AVENUE AND KILLANE DRIVE FROM THE RESIDENTIAL, SINGLE FAMILY ZONING DISTRICT TO THE CONSERVATION PRESERVATION ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Jupiter (Town) owns a parcel; of real property, the legal description of which are shown in **Exhibit "A"**, and the location of which is shown in **Exhibit "B"** (referred to herein as the "Subject Property"); and,

WHEREAS, the Subject Property was dedicated to the Town on December 23, 1983, as a conservation area, and

WHEREAS, prior to the Subject Property being dedicated to the Town, it was subject to indiscriminate dumping of trash, waste, yard debris and other offensive materials, and

WHEREAS, on June 18, 1985, the Town Council determined that the Subject Property would be subject to the perpetual benefit of the public as open space and preservation and established a conservation and drainage easement on the Subject Property; and

WHEREAS, the Town's Planning & Zoning Department (the Department) recommended that the Subject Property be rezoned from the Residential, Single Family (R-1) zoning district to the Conservation Preservation (CP) zoning district; and

1 **WHEREAS**, the Jupiter Planning and Zoning Commission considered the Department's
2 recommendation and recommended that the Town Council amend the zoning of the Subject
3 Property from "Residential Single Family (R-1)" to "Conservation Preservation (CP)"; and,

4 **WHEREAS**, the Town Council has conducted a public hearing wherein it considered the
5 recommendations of the Department and the Planning & Zoning Commission regarding the
6 recommended zoning to the Subject Property; and,

7 **WHEREAS**, the Town Council has determined that the rezoning of the Subject Property
8 as recommended would be consistent with the future land use designation assigned to the Subject
9 Property pursuant to the Town's Comprehensive Plan.

10 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
11 **JUPITER, FLORIDA:**

12 **Section 1.** The whereas clauses are incorporated herein and constitute the legislative
13 findings of the Town Council.

14 **Section 2.** The Town Council hereby approves the rezoning of the Subject Property
15 from Residential, Single Family (R-1) to Conservation Preservation (CP). The Subject Property
16 is shown in **Figure "1,"** and Exhibits "A" and "B" all of which are attached hereto are hereby
17 incorporated herein.

18 **Section 3.** In accordance with Section 27-373 of the Zoning Code, the Town Council
19 hereby directs that the Town's Official Zoning Map be amended to reflect the Subject Property as
20 having a Conservation Preservation zoning district.

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

24 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict
25 herewith are hereby repealed to the extent of such conflict.

1 **Section 6.** Effective Date. The provisions of this ordinance shall become effective
2 upon its execution.

3 **Attachments: Exhibit "A" - Legal Description of the Subject Property**
4 **Exhibit "B" - Location Map**
5 **Figure "1" – New Zoning Map**
6

7 #5436568 v1 26503-00001

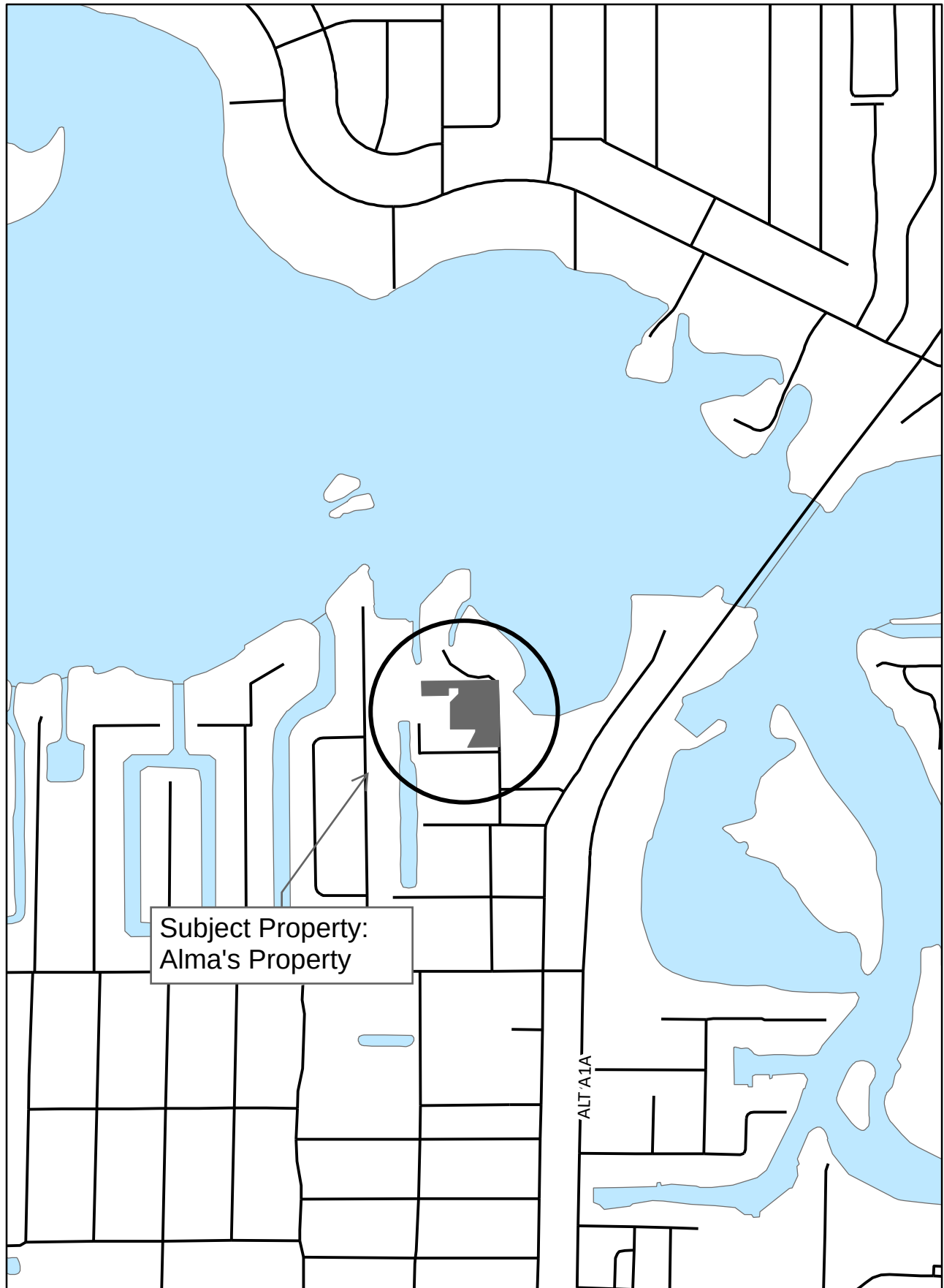
Legal Description

Tract A, Alma's Place, according to the plat thereof as recorded in Plat Book 47, Page 97, Public Records of Palm Beach County, Florida.

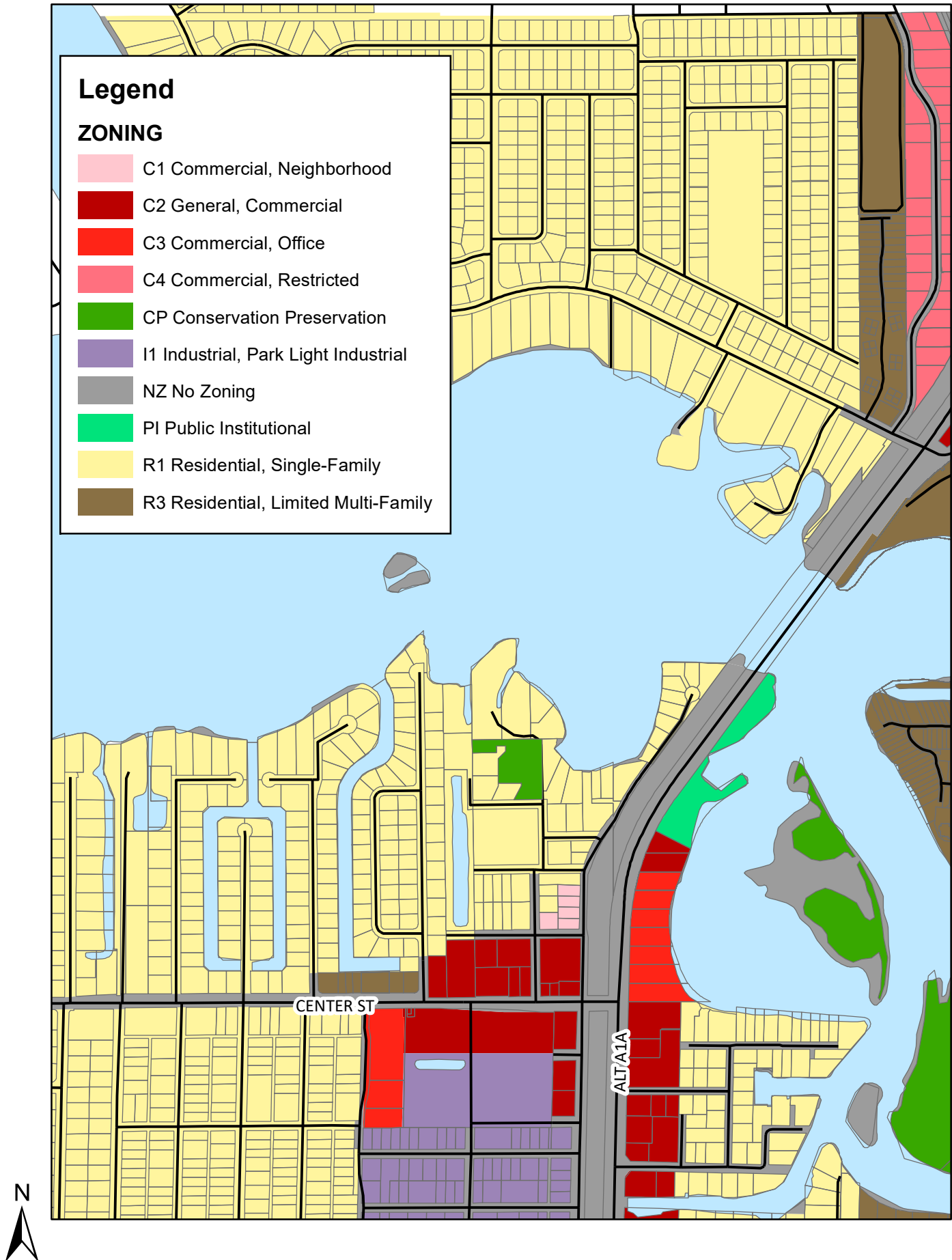
Parcel Identification Number: 30424036150010000

Location Map
Town of Jupiter
Alma's Property Location Map

Exhibit B



Alma's Property New Zoning Map



TOWN OF JUPITER STAFF REPORT FOR ALMA'S PLACE REZONING TOWN MANAGER'S OFFICE



DATE: May 21, 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: **Alma's Place (Tract A) Rezoning:** Town initiated Zoning Map amendment for a 1.72+/- acre property located approximately 30 feet northwest of the Town Hall Ave and Killane Drive intersection, changing the zoning district from Residential, Single Family (R-1) to Conservation Preservation (CP).

Ordinance #5-24	P&Z Commission:	10/10/23 (postponed) 03/12/24
PZ 23-5780 T. Hart	Town Council:	04/16/24 (1 st reading) 05/21/24 (2 nd reading)

Project Information

Applicant:	Town of Jupiter
Locations:	30 feet Northwest of the Town Hall Ave and Killane Drive Intersection (see Attachment A - Location Map)
Acreage:	1.72 +/- acres
PCN Numbers:	30424036150010000
Property Owners:	Town of Jupiter
Present FLUM designation:	Conservation
Proposed FLUM designations:	Conservation
Existing use of properties:	Vacant; Open Space
Existing Zonings:	Residential, Single-Family (R-1)
Proposed Zonings:	Conservation Preservation (CP)

Town Council Action

At their April 16, 2024 meeting, the Town Council voted to approve (by a 4-0 vote) the subject Zoning Map amendment on first reading.

Planning and Zoning Commission Recommendation

At their March 12, 2024 meeting, the Planning and Zoning Commission, voted to approve (by a 6-0 vote) the subject Zoning Map amendment.

At the October 10, 2023 Planning and Zoning Commission meeting, the Commission voted to postpone the item due to public comment and to allow time to discuss with staff. During public comment, the abutting property owner Mr. Lefkowitz of 951 Killane Drive, expressed concern

about how the proposed rezoning of Tract A could negatively impact riparian rights on his property, which may or may not exist.

Staff Compliance Review Summary

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the Zoning Map for 1.72+/- acres (located as shown on Location Map, Attachment A) from the existing zoning designation of Residential, Single-Family (R-1) to the proposed designation of Conservation Preservation (CP), as shown in the Project Information section of the report (above) **consistent** with the goals, objectives, and policies of the Comprehensive Plan as well as the strategic priorities of the Town Council for Green Blue and Open Spaces.

Table 1. Surrounding land uses and designations – Alma's Property

<i>Location Map – Attachment B</i>		
<i>Location</i>	<i>Existing Land Uses</i>	<i>Future Land Use Designations/ Zoning Districts</i>
North	Residential	Low-Density Residential / Residential, Single-Family (R-1)
South	Residential (Old Town Hall)	Recreation / Residential, Single-Family (R-1)
East	Residential	Low-Density Residential / Residential, Single-Family (R-1)
West	Residential	Low-Density Residential / Residential, Single-Family (R-1)

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and Zoning Map (Attachment C). The proposed Zoning designations detailed in Table 2 are shown on the proposed Zoning Map (Attachment D). For clarity, the general locations of the properties included in this application are circled in the attachments.

Background

Alma's Place, Tract A, is a 1.72 +/- acre open space and stormwater management area. Based on the original Pennock Place Plat Book 2, page 67, of the subject property, the land was originally designated for 10 lots and River Road right of way. On September 2nd, 1969, Ordinance No 17-69 was passed by the Town of Jupiter Town Council abandoning the right of way because of a petition to the Town by all contiguous property owners. A replat of the land took place on December 23, 1983, dedicating Tract A (Subject Property) to the Town of Jupiter for conservation area.

After the subject property was dedicated to the Town of Jupiter, the Town acknowledged the fact that during private ownership of the land, the property was damaged by the indiscriminate dumping or placing of trash, waste, yard debris, and other offensive materials. As a result, the Town dedicated it for the perpetual use for the public and established a conservation and drainage easement for the preservation of open space and the protection of the green area contained therein on June 18th, 1985. Further, the Town established an easement for the construction, operation, and maintenance of the storm drainage outfall facilities as permitted by

**Alma's Place Rezoning
Map Amendment
Page 3**

the Department of Environmental Regulation thereon (Attachment E). The subject property (Town-owned) is located northwest of the intersection, as shown in the photo below.

As a follow-up to the comments made during the October 22, 2023 meeting, Staff met with the owner of 951 Killane Drive (shown in aerial below), as outlined in the timeline below, to discuss his concerns on the rezoning and its potential impacts on his perceived riparian rights. Later his attorney sent a letter to the Town for review, dated February 2, 2024 (See attachment F).

After the staff report was published for the March 12, 2024 Planning and Zoning meeting, staff received another request to initiate a land swap between the property owner at 123 Killane Drive and the Town for a portion of Tract A (part of the Subject Property). The inquiry was forwarded to the Town Attorney (See Attachment H - Letter from Cohen Norris et. al.) The request was also forwarded to the Town's Utility Department and Stormwater Division to consider the request.

Staff did not identify any benefit to the Town to justify considering a land swap at this time with either adjacent property owner and they both were notified of this determination.



*Property lines are approximate (See Attachment G).

Table 2: Impacts to Town property by the adjacent neighbors

Impacts from 951 Killane and 123 Killane are provided below	
October 5, 2000	123 Killane - Variance approved to build a 3-story house due to existing mangroves on an approximately 11,000 SF lot with about 9,000 SF of mangroves.
February 22, 2017	951 Killane- Mr. Lefkowitz met with Town Staff before purchasing the property to discuss the building envelope and the property's interface with the adjacent Town preserve.
March 15, 2017	951 Killane- Mr. Lefkowitz purchased for \$300,000.
February 2, 2018	951 Killane - Mr. Lefkowitz inquired about a land swap that he noted "could help my setbacks for a future pool, etc."
February 5, 2018	951 Killane - The previous Utility Service Manager noted the land swap would not be supported from a stormwater perspective.
November 17, 2020	951 Killane- Town staff and DEP conducted a site visit after receiving notice about potential mangrove alteration on the subject property (Town-owned) Tract A. Staff identified during this time that Mr. Lefkowitz's pool and kayak/boat launches were impacting Town property.
November 18, 2020	951 Killane- The pool deck built and fill added by Mr. Lefkowitz were encroaching on the Town property. The Engineering division of the Town recommended surveying the property to identify property lines and to remove encroachments.
February 12, 2021	951 Killane- The Natural Resources division sent an email to Mr. Lefkowitz about necessary actions for compliance.
March 5, 2021	951 Killane- Town Staff inquired about whether Mr. Lefkowitz moved forward with a letter to the Town Manager requesting the land swap desired however, Mr. Lefkowitz never followed up.
March 9, 2021	951 Killane- A Town internal email noted the survey was received showing the pool deck was removed from Town property as well as the excess fill.
March 12, 2021	951 Killane- Mr. Lefkowitz emailed Town staff noting he will keep staff updated ahead of time about the land swap letter to the Town Manager.
September 15, 2023	123 Killane - Natural Resources Staff observed piles of fill on the lot and a survey of the property shows mangrove delineation from 2003.
November 21, 2023	Town initiated an application to change the zoning on the Town-owned Parcel A adjacent to 951 and 123 Killane to be consistent with the current Future Land Use Map designation of Conservation. 951 Owner - Mr. Lefkowitz pulled the item from the consent agenda and expressed his concerns over the loss of riparian rights that the owner may or may not have on the lot.

October 24, 2024	Staff met with Mr. Lefkowitz at Town Hall to discuss his concern of whether or not he had riparian rights and if the change in zoning would impact those rights if they exist. During this meeting, it was explained to the resident that Town staff does not agree with the resident's interpretation that there is riparian access on the site due to the lack of navigable waters from the site and the issue of the owner needing to traverse other private property to reach navigable waters was noted. It was recommended that the resident receive a legal opinion on whether or not the property has legal riparian rights and what impacts a rezoning may have on those rights if they exist.
February 2, 2024	951 Killane - Town received a letter from Ryan Law Group, PLLC, on behalf of Mr. Lefkowitz that stated his case for having riparian rights and his desire for a land swap with the Town. The letter does not address whether or not the proposed rezoning application impacts those rights and is under review by the Town Attorney.
March 1, 2024	123 Killane - Natural Resources staff revisited the site and observed potential encroachment on TOJ Property (Tract A) with fill, sod, and gravel parking as well as the filling of wetlands on both the east and west sides of the property. These issues will need further evaluation and follow-up.

Analysis.

Zoning Map Amendment

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in Section 27-178 are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the proposed zoning district is included below:

- 1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*
Staff Comment: the proposed amendment is consistent with the Comprehensive Plan goals, objectives, and policies as well as the existing future land use designation of "Conservation".
- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*
Staff Comment: The proposed zoning map amendment is consistent with the established land uses of the surrounding properties and will have an equivalent or lower impact than the existing zoning designation. The zoning map amendment proposed on the property serves the public needs of the surrounding properties by providing essential services, such as parks, and preserves.
- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*
Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. Conservation Preservation zoning designations are commonly located within or adjacent to other zoning districts

because natural areas can be preserved wherever they are found. Often, these areas are preserved as a beneficial set aside required as part of a development's approval. Natural areas can also be created on disturbed lands to create open space and native habitat, as in the case of Tract A (Town-owned), which was subject to dumping in the past before being deeded to the Town.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The Zoning map amendment on the subject property is necessary to assign a zoning designation that is consistent with the corresponding existing future land use designation.

Conclusions.

Staff supports the requested Zoning Map amendment on the subject property, based on existing and future uses, for the following reasons:

1. The request is consistent and compatible with the existing surrounding land uses;
2. The request will have no significant impacts on public facilities and services; and,
3. The request is consistent with the Comprehensive Plan's goals, objectives, and policies.

Attachments:

Ordinance 5-24

Attachment A – Location Map

Attachment B – Existing FLUM

Attachment C – Existing Zoning Map

Attachment D – Proposed Zoning Map

Attachment E – Dedication of Conservation and Drainage Easements

Attachment F – Letter from Ryan Law Group, PLLC, dated February 2, 2024

Attachment G – Alma's Place Plat

Attachment H – Letter from Cohen Norris Wolmer Ray Telepman Berkowitz & Cohen, dated March 8, 2024

Attachment I – Photos, Aerials, and surveys of subject properties

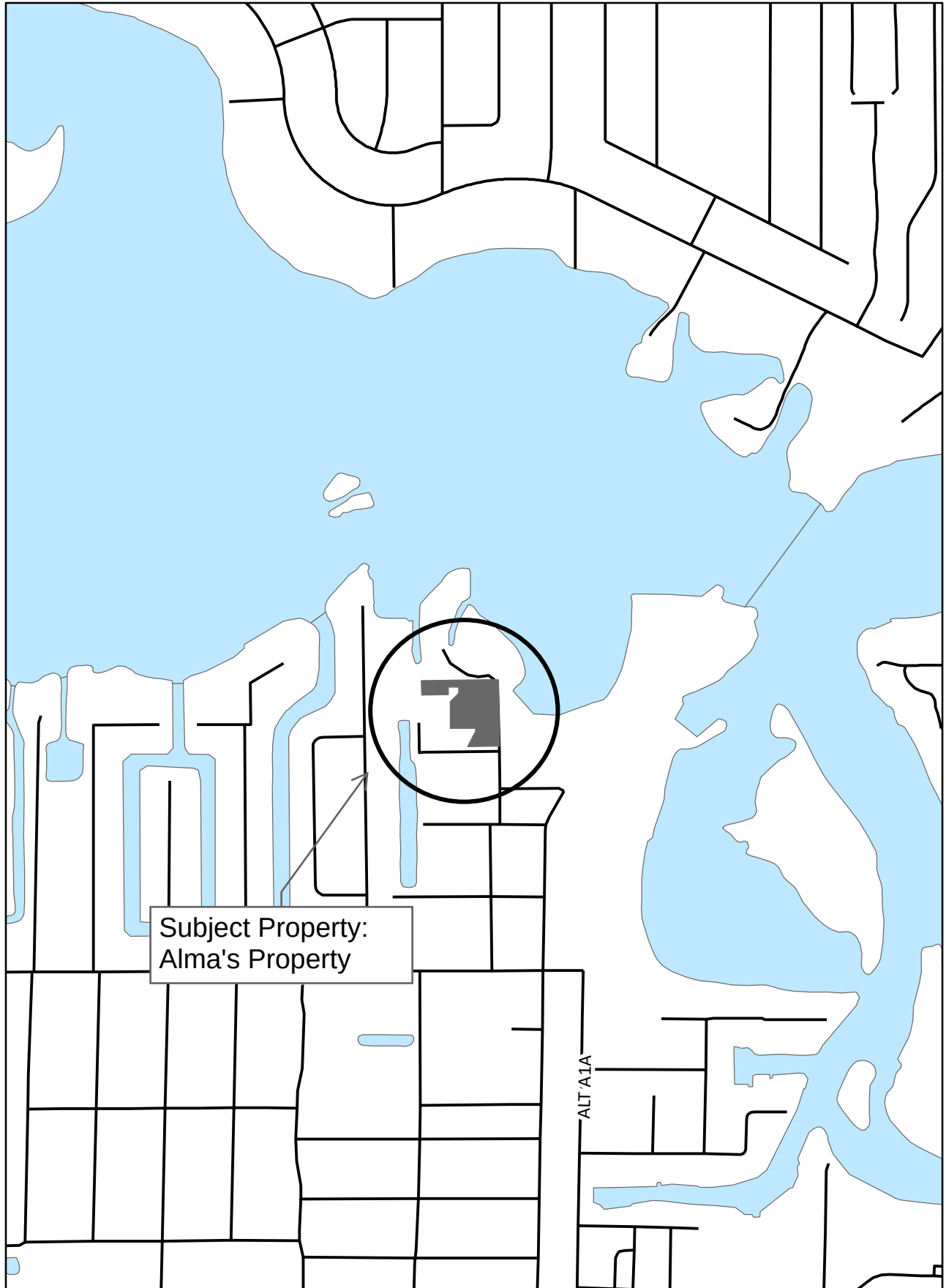
(Contact Thatcher Hart at 561-741-2464 or email at Thatcherh@jupiter.fl.us for a copy of attachments)

File Path.

V:\PlanningZoning\Staff\WP51\Signature - P&Z\Mar 12, 2024 PZC\Alma's Place Zoning Map Amendments\Staff Report - Rezoning.docx

Location Map
Town of Jupiter
Alma's Property Location Map

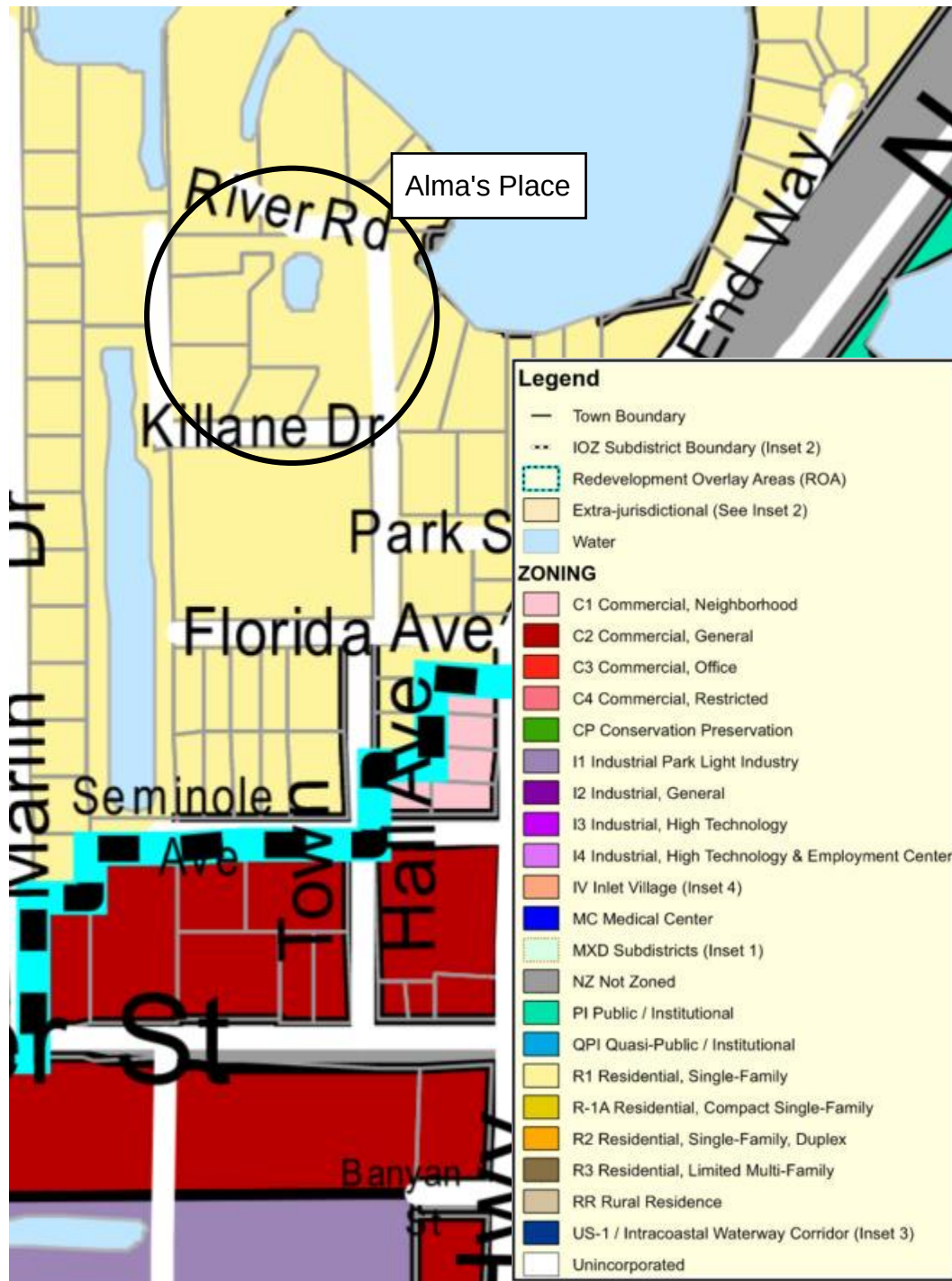
Attachment A



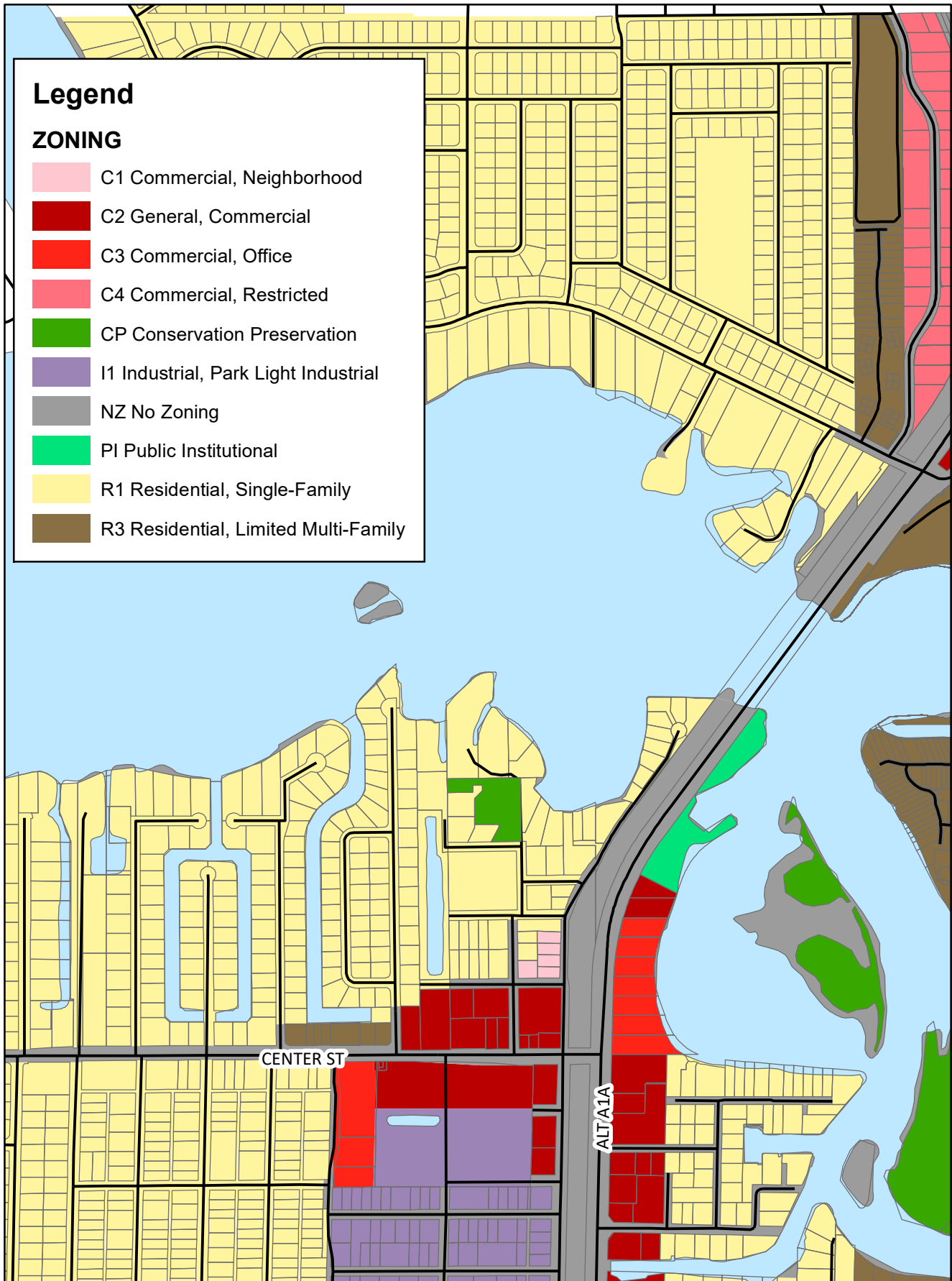
Current Future Land Use Map



Current Zoning Map



Alma's Property New Zoning Map



DEDICATION OF CONSERVATION AND DRAINAGE EASEMENTS
AND ACCEPTANCE OF MAINTENANCE OBLIGATION

THIS INDENTURE, made this 18th day of JUNE, 1985, by the TOWN OF JUPITER, a Municipal Corporation of the State of Florida, whose address is 210 South Perry Avenue, Jupiter, Florida, 33458, for the purpose of dedication of conservation and drainage easements upon the lands and property as hereinafter described, and to assume the obligation of perpetual maintenance thereof for the use and purpose intended.

WHEREAS, the Town of Jupiter has heretofore obtained title to certain property as hereinafter described consisting of a mangrove wetland area connected to the Loxahatchee River by a previously constructed man-made canal; and,

WHEREAS, during the period of private ownership said lands were impaired and damaged by the indiscriminate dumping or placing of trash, waste, yard debris and other offensive materials; and,

WHEREAS, the Town of Jupiter has an existing storm drainage outfall located upon and adjacent to said property which it desires to relocate and improve; and,

WHEREAS, the Department of Environmental Regulation of the State of Florida has heretofore issued permit # 500-852-806 to restore said wetlands area by removing the improperly dumped trash and offensive fill materials, by filling certain existing drainage ditches, by dredging a new flushing channel, and by the construction of other works, which relocate and improve the storm drainage outfall facilities; and,

WHEREAS, as a condition for issuing the permit for the aforesaid work, the Department of Environmental Regulation has requested the Town of Jupiter to prepare and execute this Indenture for the Dedication of Conservation and Drainage Easements and Acceptance of Maintenance Obligation, and to file same of record; NOW THEREFORE,

85 167792

1985 JUL 26 AM 9:53

1760

B4607P1171

WITNESSETH: That the Town of Jupiter, upon good and valuable consideration and for a public purpose, does hereby dedicate for the perpetual use for the public, a conservation easement for the preservation of open space and the protection of the green area contained therein, and also an easement for the construction, operation and maintenance of the storm drainage outfall facilities as permitted by the Department of Environmental Regulation thereon, all as more fully hereinafter set forth, on, over, upon, under, and across the following described real property situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Tract "A" of Alma's Place, according to the Plat thereof filed in Plat Book 47, at page 97, of the public records of Palm Beach County, Florida

In furtherance of the dedication of a conservation easement, the Town of Jupiter hereby declares, for itself, its successors and assigns, that it shall hold its right, title or interest in said property in a manner which is appropriate to retain the land and water areas predominantly in their natural scenic, open or wooded condition and retaining such areas as suitable habitat for fish, plants or wild life.

In furtherance of the dedication of a drainage easement, the Town of Jupiter further declares for itself, its successors and assigns, that it shall hold its right, title or interest in said property for the perpetual use of the public as a storm drainage outfall facility as permitted by the Department of Environmental Regulation of the State of Florida, including, but always subject to the limitations of permit # 500-852-806, for operation and maintenance of ditches, storm sewer pipes, culverts, revetments, connections and appurtenances thereto, and the alteration, improvement or removal thereof, as described in the aforesaid permit.

The Town of Jupiter further declares, for itself, its successors and assigns, that it hereby voluntarily assumes the obligation of perpetual maintenance of the twelve foot wide swale area

B4607P1172

which serves as a flushing channel from the mitigation area to the Ludingham Boat Slip, and of the twenty-four inch by thirty-eight inch reinforced concrete pipe which serves as a flushing culvert from the mitigation area to the existing finger ditch which connects to the Loxahatchee River. The Town agrees to maintain said structures clear of debris and sediment build-up down to design elevations to carry flow at the rated capacities, which will insure good tidal flushing of the mitigation area. Upon determination by the Department of excess siltation or shoaling in the flushing channel, the Town shall proceed, promptly and in good faith, to remove such excess within a reasonable period of time, subject to the permitting requirements of the Department.

The Town of Jupiter hereby reserves unto itself, its successors and assigns, right to the full and proper use and enjoyment of the surface and sub-surface areas of the aforesaid easement, provided, however, that such use does not materially or adversely affect or interfere with the operation and use of the conservation easement and drainage easement hereby established.

The intent of this conservation and drainage easement is to preserve this parcel of property in an essentially natural condition so that its biological and aesthetic values may endure for future generations. All future permit applications shall only improve upon this intent.

IN WITNESS WHEREOF THE TOWN OF JUPITER has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF JUPITER

Mary A. Hall
Barbara M. Resko

MARY D. HINTON, Mayor

ATTEST:

JEAN H. BECK, Town Clerk

(TOWN SEAL)

This Instrument Prepared By:
JEROME F. SKRANDEL, Esquire
Old Port Cove Plaza
1200 U. S. Highway One
North Palm Beach, Florida 33408
(308) 622-7707

B4607P1173

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared MARY D. HINTON and JEAN H. BECK, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Mayor and Town Clerk of the Town of Jupiter, a Municipal Corporation, and severally acknowledged to and before me that they executed such instrument as such Mayor and Town Clerk, respectively, of said Town, and that the seal affixed to the foregoing instrument is the Seal of the Town of Jupiter and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said Town.

WITNESS my hand and official seal, this 18th, day of
JUNE, 1985.


Notary Public

My Commission Expires

Notary Public, State of Florida
My Commission Expires June 17, 1989
Bonded Thru Troy Ann Insurance, Inc.

B4607P1174

RYAN LAW GROUP, PLLC

JAMES D. RYAN, ESQ.
BOARD CERTIFIED IN BUSINESS LITIGATION
JDR@RYANLAWGROUP.NET
MOBILE: 561.889.1001

SUSAN PFEIFFER, SENIOR PARALEGAL
SUE@RYANLAWGROUP.NET

MICHAEL J. RYAN, ESQ.
MIKERYAN32645@YAHOO.COM
MOBILE: 561.309.2226

LAUREN J. SCHINDLER, ESQ.
LAUREN@RYANLAWGROUP.NET
MOBILE 561.452.2256

CULLEN D'AMBROSIO, ESQ.
CULLEN@RYANLAWGROUP.NET
MOBILE: 561.222.0128

February 2, 2024

Town of Jupiter
Planning and Zoning Department
Attn: Thatcher Hart and Garret Watson
210 Military Trail
Jupiter, FL 33458

Delivery via FedEx (tracking no. 8127 9472 5480) and via email to thatcherh@jupiter.fl.us; garretw@jupiter.fl.us only.

RE: 951 Killane Drive

Dear Messrs. Hart and Watson:

I represent Mathew and Kristina Lefkowitz whose home is located at 951 Killane Drive. I have lived in this area since 1965 and have been a member in good standing of the Florida Bar for over 30 years. I also have substantial experience in all aspects of real property and riparian law. My Clients have been advised that the Town is desirous of rezoning certain land that includes or is adjacent to their parcel. During Mr. Lefkowitz's conversation with you, the Town raised the question of what riparian rights they have. This letter and the included survey are intended to answer that question.

Historically, the definition of a riparian owner is one owning land fronting upon, abutting or adjacent to, and in contact with, a river or stream. *Fla. Stat § 253.141. Riparian rights defined; certain submerged bottoms subject to private ownership*, states:

(1) Riparian rights are those incident to land bordering upon navigable waters. They are rights of ingress, egress, boating, bathing, and fishing and such others as may be or have been defined by law. Such rights are not of a proprietary nature. They are rights inuring to the owner of the riparian land but are not owned by him or her. They are appurtenant to and are inseparable from the riparian land. The land to which the owner holds title must extend to the ordinary high watermark of the navigable water in order that riparian rights may attach. Conveyance of title to or lease of the riparian land entitles the grantee to the riparian rights running therewith whether or not mentioned in the deed or lease of the upland.

Court opinions on this basic right have concluded that riparian owners are entitled to build a dock.

I have included a copy of my Clients' most current survey. It depicts the mean high water line of a stream that crosses the northeast corner of their parcel. That stream provides access to the Loxahatchee River and is within the area under consideration for rezoning. It is my professional opinion that the lands within the Lefkowitz's parcel and adjacent to the stream are riparian lands and that my Clients are riparian owners.

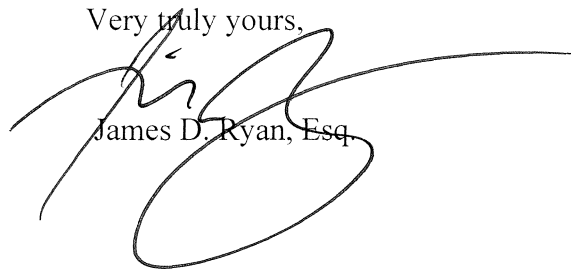
I am not an appraiser, but I have substantial experience with transactional and taking law leading me to believe that the Lefkowitz's riparian rights incident to the Loxahatchee River are valuable.

As you may recall when speaking with Mr. Lefkowitz, they are not categorically opposed to the rezoning; but, they are concerned that the change will have a negative impact on the viability of their riparian rights and/or that any eventual use of those rights may be contrary to the Town's rezoning goals.

In the spirit of seeking a practical solution benefitting themselves and the Town, the Lefkowitz's propose a land swap: A portion of their land adjacent to tidal waters at the northeast corner of their property in exchange for a portion of the Town's land resulting in the prolongation of the Lefkowitz western boundary north to the limits of the neighboring plat. The goal being to exchange their existing riparian lands adjacent to the natural stream and replace them with riparian lands adjoining the existing tidal canal.

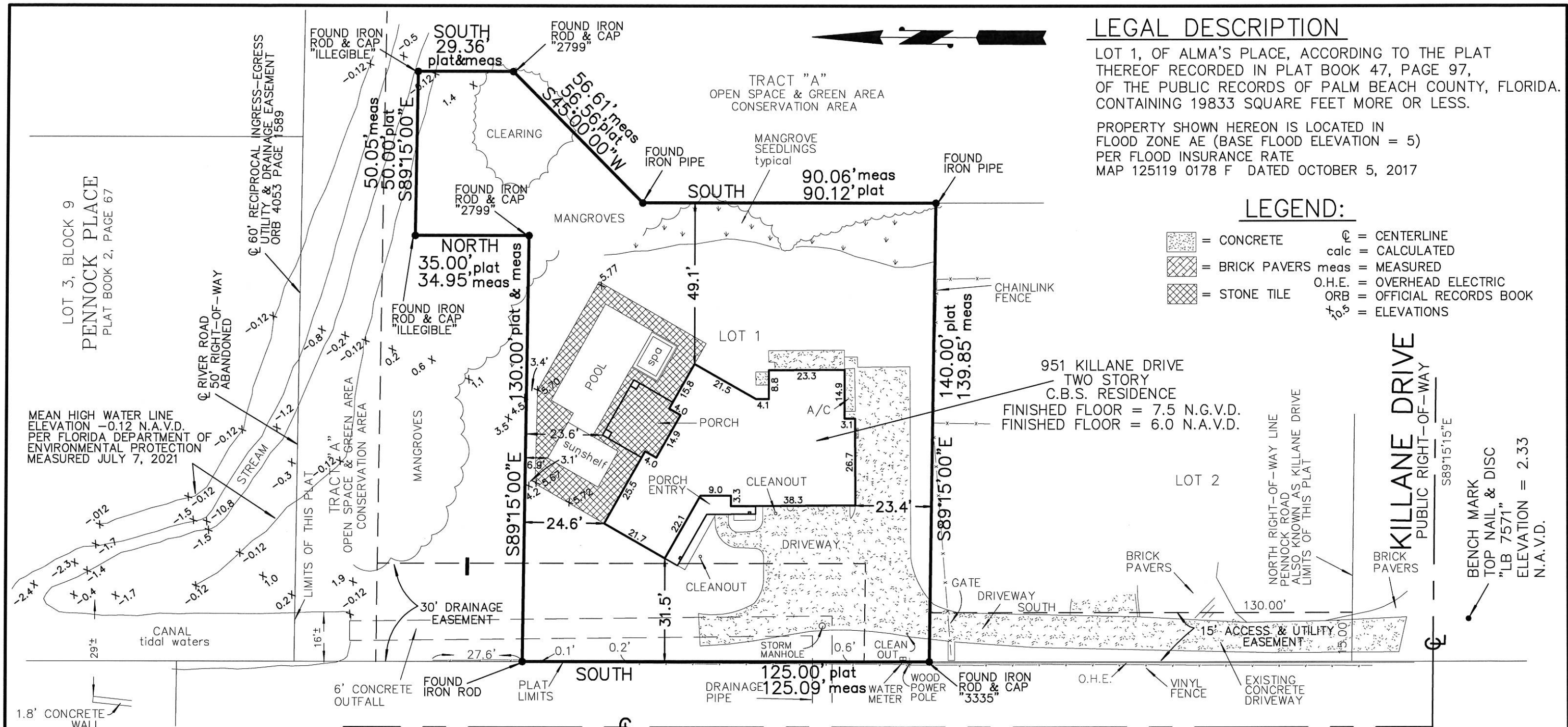
In addition to the land swap, my Clients require confirmation that the new zoning would not prevent them from obtaining a permit for a nominal pier within the canal. They hope that you find this suggestion and their offer in the spirit it is intended— a win-win. If you have any questions, comment, or would like to visit the site, please let me know.

Very truly yours,



James D. Ryan, Esq.

CC: Clients
Attached as stated
JDR/jwol



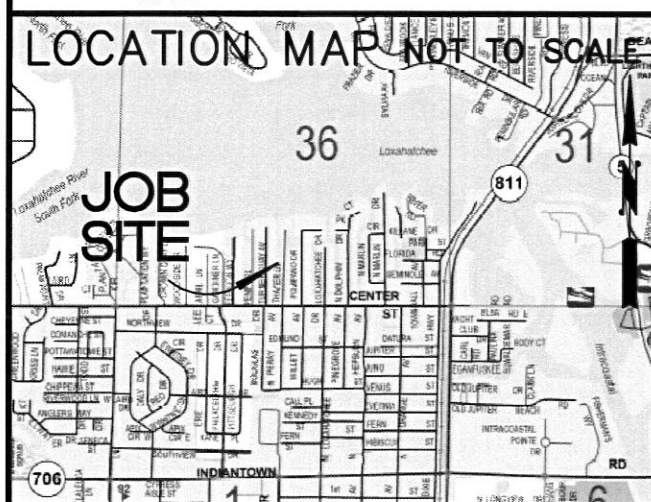
LEGAL DESCRIPTION

LOT 1, OF ALMA'S PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 97, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. CONTAINING 19833 SQUARE FEET MORE OR LESS.

PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE AE (BASE FLOOD ELEVATION = 5) PER FLOOD INSURANCE RATE MAP 125119 0178 F DATED OCTOBER 5, 2017

LEGEND:

	= CONCRETE		= CENTERLINE
	= BRICK PAVERS	calc	= CALCULATED
	= STONE TILE	meas	= MEASURED
		O.H.E.	= OVERHEAD ELECTRIC
		ORB	= OFFICIAL RECORDS BOOK
		+0.5	= ELEVATIONS



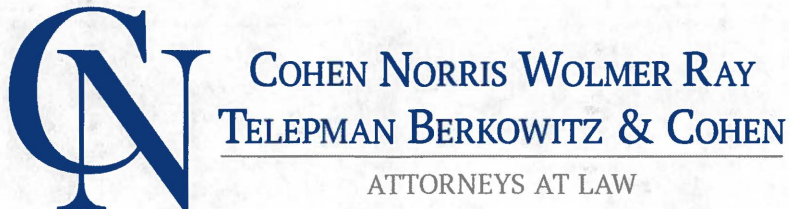
- SURVEYORS NOTES:**
1. THIS SURVEY COMPLIES WITH CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
 3. LEGAL DESCRIPTIONS SUPPLIED BY CLIENT OR CLIENT'S AGENT.
 4. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS, SOME ITEM SHOWN HEREIN ARE FOR GRAPHIC AND INFORMATIONAL PURPOSES ONLY.
 5. VISIBLE ENCROACHMENTS, IF ANY ARE SHOWN HEREON.
 6. THIS SURVEY FOR CONSTRUCTION PURPOSES ONLY AND NOT INTENDED FOR CONVEYANCE PURPOSES WITHOUT PERMISSION OF THIS SURVEYOR.
 7. ELEVATIONS HEREON BASED ON NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988)
 8. NO UNDERGROUND UTILITIES LOCATED EXCEPT WHERE SHOWN HEREON.
 9. THIS IS NOT AN ENVIRONMENTAL SURVEY.
 10. THIS SURVEY DOES NOT GUARANTY OWNERSHIP OR RIPARIAN RIGHTS BEYOND MEAN HIGH WATER LINE.
 11. BEARINGS HEREON BASED ON THE PLAT BEARING ALONG THE EAST LINE LOT 1 AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 13. FORM BOARD TIE-IN & UNDER CONSTRUCTION TIE-IN SURVEYS INTENT IS TO SHOW SETBACK COMPLIANCE; OWNER AND/OR CONTRACTOR ACCEPTS RESPONSIBILITY FOR PLACEMENT OF FORMBOARDS UPON RECEIPT OF THIS SURVEY. PLUMBING AND OTHER UTILITIES INSTALLED AT CONTRACTORS RISK.
 14. THIS SURVEY IS NOT VALID WITHOUT SURVEYORS SIGNATURE & EMBOSSED SEAL.

CONTINUE REVISIONS:
MEAS, PATIO CUTS, 03-03-2021
LOCATE MEAN HIGH WATER LINE, 07-07-2021
ADD APPROXIMATE CANAL WIDTH, 09-23-2021

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC. PROFESSIONAL LAND SURVEYORS LICENSED BUSINESS - 7571 450 S. OLD DIXIE HIGHWAY, SUITE 10 JUPITER, FLORIDA 33458 SINCE 2007 561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com		
Special Purpose Survey Boundary Survey & Mean High Water Line		
Prepared For: MATTHEW & KRISTINA H. LEFKOWITZ		
Drawn by RES	Date Of Survey JULY 7, 2021	Scale 1" = 30'
Field: TF F.B.182 Pg06		Drawing Number 17-029
REVISIONS: ADD CERTS, 03-08-2017 ADD SITE PLAN, 05-04-2017 KC TOWN COMMENTS, 05-31-2017 ADD BERM (MANGROVES), 06-01-2017 FOOTER FORMBOARD TIE-IN, 07-13-2017 FINAL TIE-IN, 03-21-2018 CALC AREA OF D.E. & MANGROVES, 09-04-2018 UPDATE, 11-12-2020 ADD TIE TO SUNSHELF, 01-18-2021		

Page 37 of 334



March 8, 2024

Via Email only: ThatcherH@Jupiter.FL.US

RE: 123 Killane Drive, Jupiter Florida

Dear Mr. Hart:

Pursuant to your telephone conversation with Robert Kesten, Esq. of our office this morning please consider this correspondence as a request for the Town of Jupiter to review our client's proposal regarding a transfer of property between our client and the Town of Jupiter.

The proposal is in conjunction with the proposed Rezoning of the property behind our clients home at the above address whereby the Town is seeking to convert what is now Single-Family Residential to Conservation Preservation.

Our client's proposal would be for the Town to transfer a small triangular piece of land on the East side of his property to him which would square off his lot in exchange for a transfer of a strip of land on the North side of his property leaving sufficient land for his required 15-foot back yard setback to the Town.

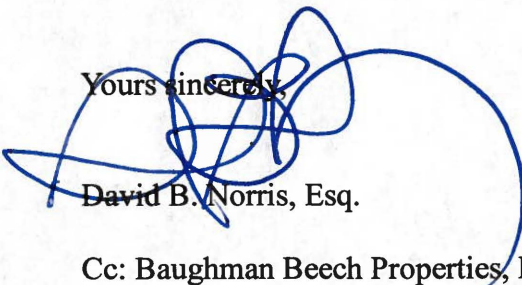
Of course, our client would pay for any required surveys, property descriptions and preparation of any deeds that would be required to accomplish this transfer.

Please feel free to give us a call if you have any questions regarding this proposal.

Please discuss this with whoever may be required and let us know if the Town would be amenable to this proposal and if so we can begin to prepare the needed documentation.

Thank you for your consideration of this matter.

Yours sincerely,



David B. Norris, Esq.

Cc: Baughman Beech Properties, LLC via email only

712 U.S. Highway One, Suite 400, North Palm Beach, FL 33408

P 561-844-3600 F 561-842-4104

www.cohennorris.com

Photos, Aerials and Surveys of 951 and 123 Killane Drive

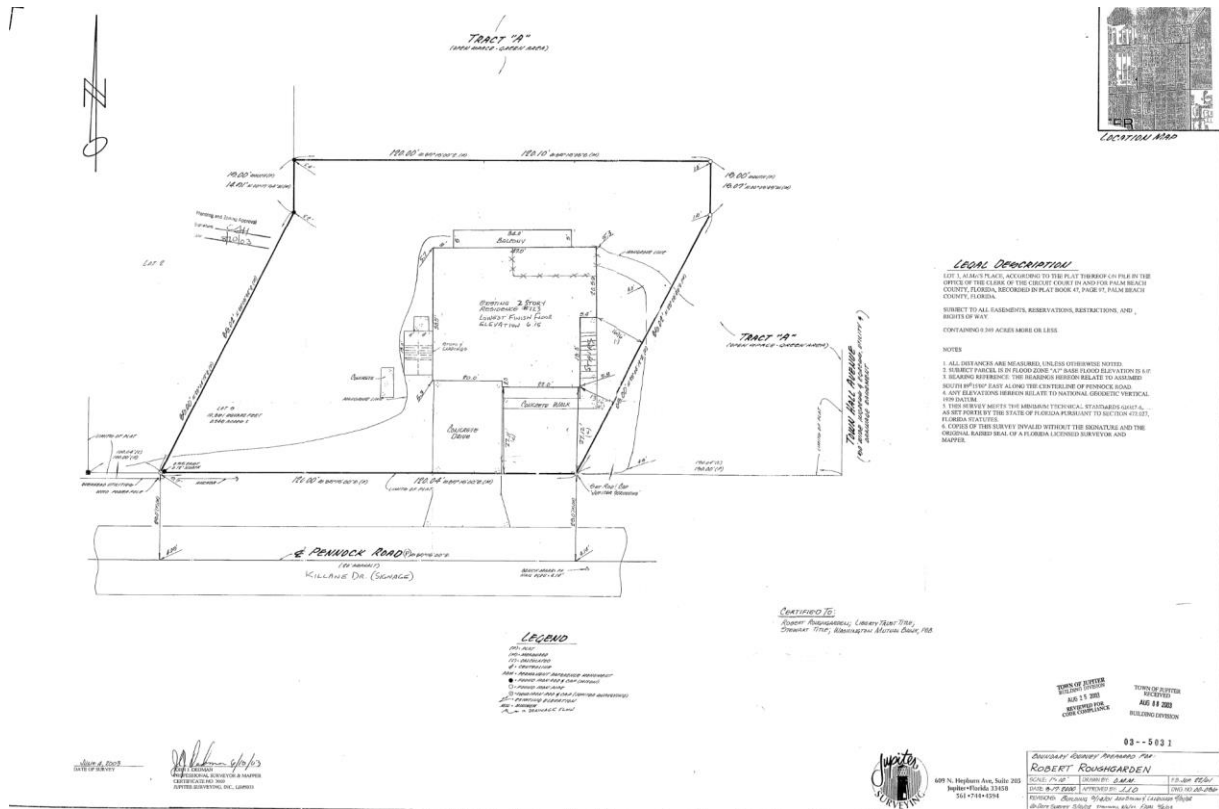
123 Killane- 2008 Aerial



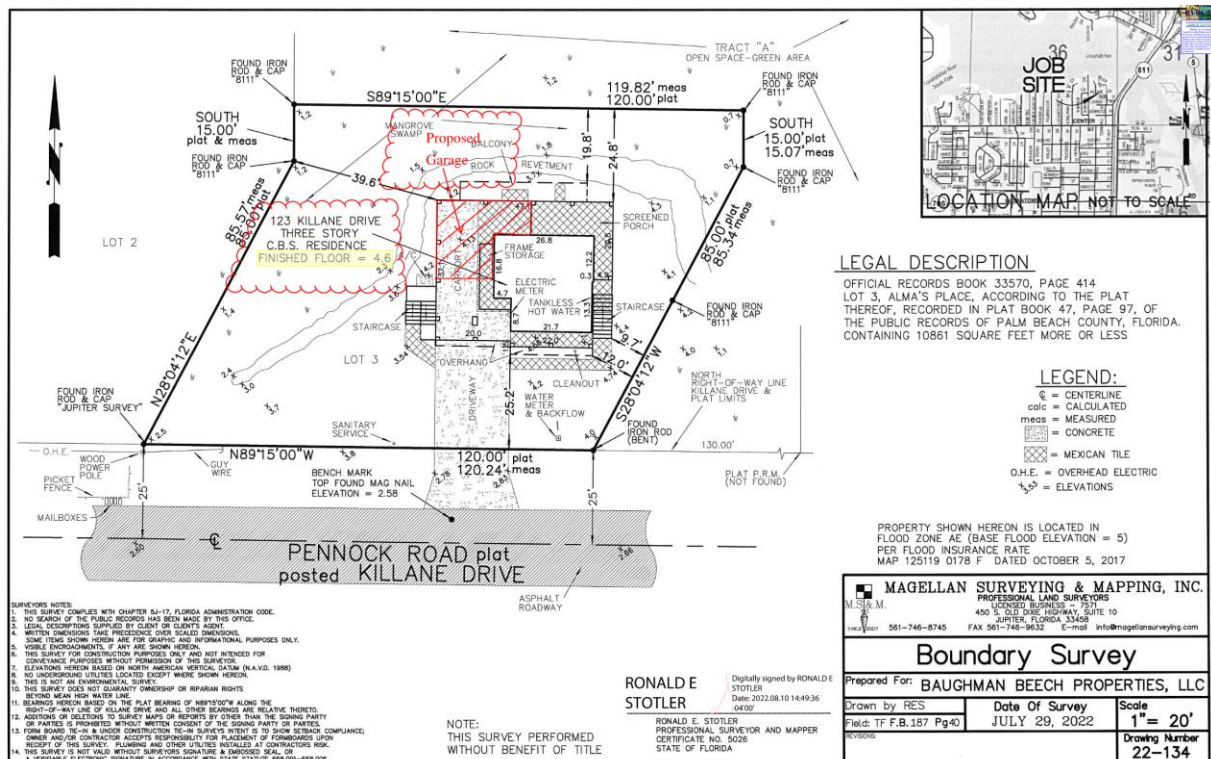
123 Killane- 2023 Aerial



123 Killane- 2003 Survey



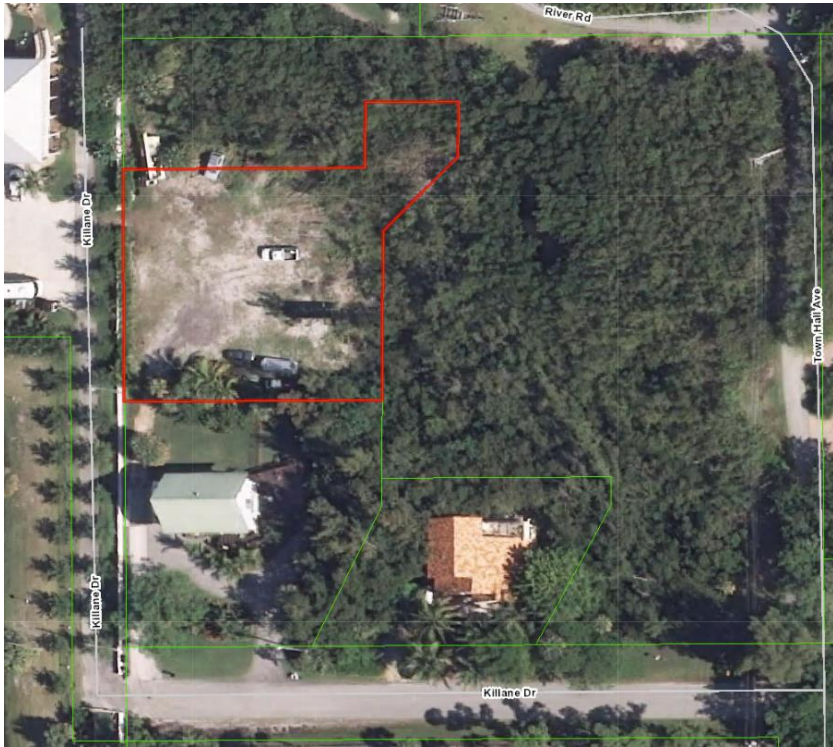
123 Killane- 2022 Survey



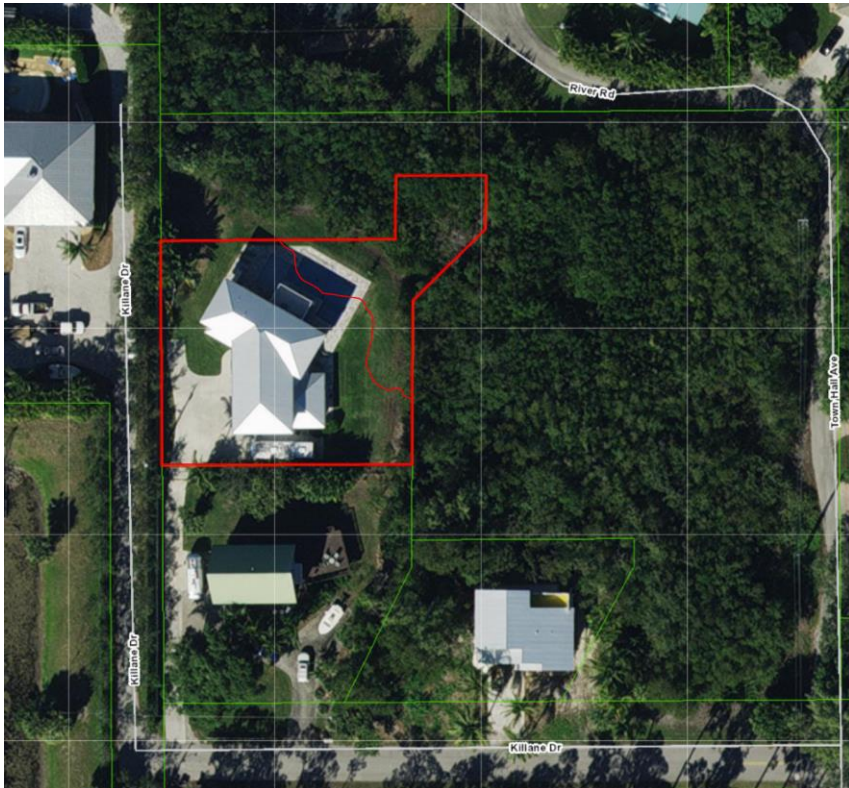
123 Killane current day- Showing squared off front yard, fill, landscaping in TOJ land



951 Killane- 2015 Aerial



951 Killane- 2023 Aerial with 2006 Mangrove line noted in DEP report



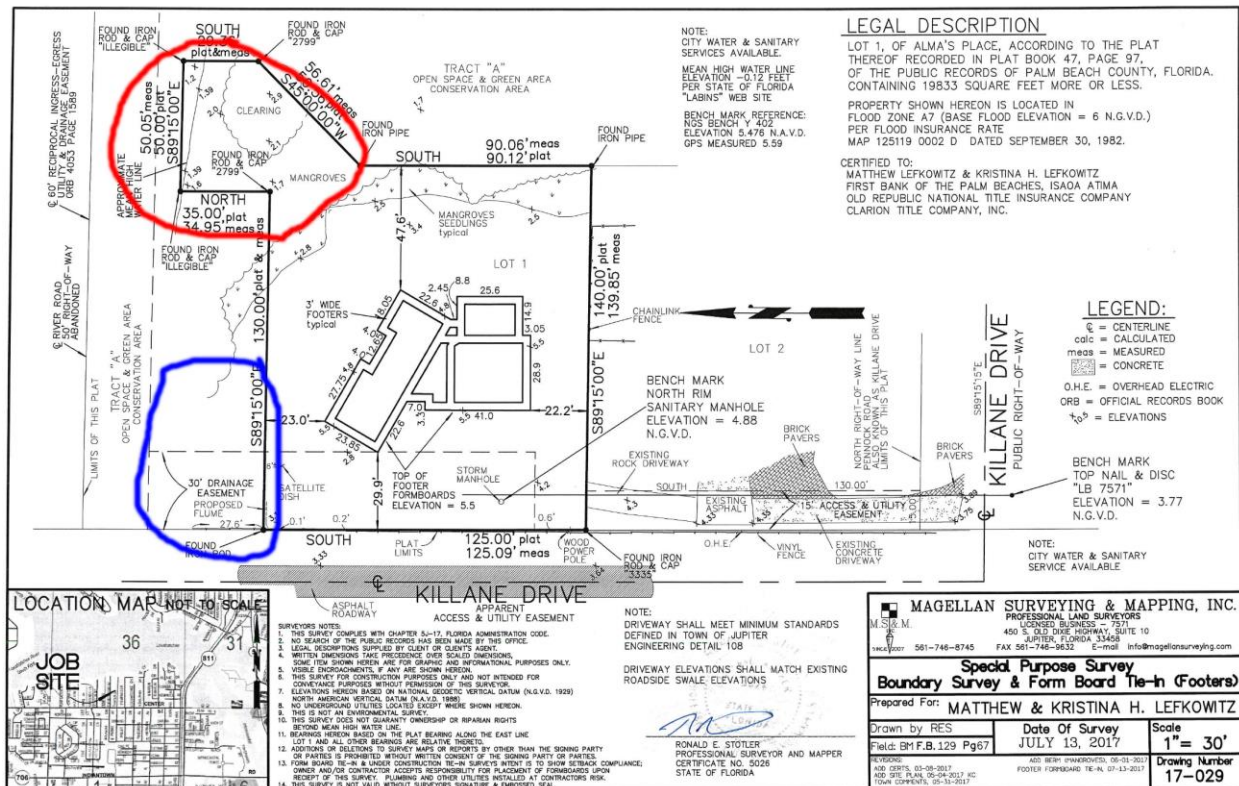
951 Killane current day- Showing fill in TOJ land, corner clip of patio is parallel to TOJ land



11-17-2020 boat on TOJ property/outfall structure showing resident access on TOJ property



951 Killane Property Owner- request for land swap



TOWN OF JUPITER

Resolution 51-24 Approving a Private Stormwater Improvement Grant Agreement with Egret Landing Property Owner's Association for up to \$15,000



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 51-24: Approving a Private Stormwater Improvement Grant Agreement with Egret Landing Property Owner's Association for up to \$15,000

EXECUTIVE SUMMARY

Resolution 51–24 awards a grant funding contract under the Town's Private Stormwater Improvements Grant Program to Egret Landing Property Owner's Association (POA) for up to \$15,000.

As part of the Town's Community Investment Program, grant funding was appropriated for private stormwater system improvement grants whereby the Town offers funding assistance in the form of a reimbursable grant with a 50/50 cost share to private communities, institutions and commercial developments undertaking projects with the goal of improving stormwater runoff quality or minimize flood risk.

Egret Landing POA submitted a grant application requesting grant assistance to remediate lake bank erosion through installation of geotubes in their stormwater management lakes. Anticipated project benefits include enhancing water quality in the lakes by reducing the likelihood of soil erosion caused by excessive stormwater runoff and reduction of pollutant and nutrient loadings to the lakes. Installation of the geotubes will also benefit the ecosystem within the lakes and address safety hazards that can result from eroded lake banks. The lakes within Egret Landing also serve as part of the Town's Surficial Aquifer recharge system, and ultimately discharge into Sims Creek and the Loxahatchee River via the Heights Canal.

Egret Landing POA's grant application has been reviewed, and their proposed project does meet the requirements of the Town's stormwater improvement grant program. The POA estimates a total project cost of \$30,000 with a 50% reimbursable cost share from the Town through the SW grant program.

Private SW System Owner	Proposed Estimated Total Project Cost	Requested Match Grant Share
Egret Landing POA	\$30,000.00	\$15,000.00

Funding for this grant request is currently available and appropriated in the Fiscal Year 2024 Community Investment Program (CIP) Private Stormwater Improvement Grant (S1007) project. It is anticipated that the Egret Landing POA will complete their proposed project within one year from the execution date of the grant agreement, if approved.

ANALYSIS

Egret Landing POA's application to the Town of Jupiter for stormwater grant funding assistance of an amount of \$15,000, dated February 15, 2024, meets the requirements of the grant program for improving stormwater runoff quality. As such, it would be appropriate to award a grant funding contract to the Egret Landing Property Owner's Association under the Town's Private Stormwater Improvement Grant program for an amount of 50% of the constructed total project cost, up to a maximum of \$15,000, in accordance with Resolution 51-24.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces
- Safety

ATTACHMENTS

1. Resolution 51-24
2. Egret Landing POA Grant Agreement and Application
3. FY2024 Adopted Private SW Improvement Grant CIP (S1007)

FUNDING SOURCE

Approved in Budget	\$337,000	Source: Private SW Improvement Grant CIP (Acct. 41051538-582001-S1007)
Additional Funding Required	\$0	

For more information or copies of the attachments, please contact Brittany George at brittanyg@jupiter.fl.us or 561-741-2261.

ATTACHMENT 1

RESOLUTION NO. 51-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A PRIVATE STORMWATER SYSTEM GRANT AGREEMENT WITH EGRET LANDING PROPERTY OWNERS ASSOCIATION, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the Town of Jupiter ("Town") through its Stormwater Utility offers cooperative grant funding for private stormwater systems to improve the regional systems performance enhancing water quality and/or minimizing the risk of flooding; and

WHEREAS, Egret Landing POA has applied for such grant funding and the Town finds their application acceptable; and

WHEREAS, a funding agreement memorializing the terms of the grant has been prepared and is attached hereto this Resolution.

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

Section 1. The grant agreement between the Town of Jupiter and Egret Landing POA is hereby approved and accepted.

Section 2. The Town Manager is authorized and directed to execute said agreement on behalf of the Town.

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

05/21/2024

Attachment 2

AGREEMENT

This Agreement is made and entered as of the ____ day of _____, 2024, by and between the TOWN OF JUPITER, FLORIDA, a Florida municipal corporation, 210 Military Trail, Jupiter, Florida 33458, hereinafter referred to as the "Town", and Egret Landing POA, whose mailing address is 1059 Lakeshore Drive, Jupiter, Florida, hereinafter referred to as the "Recipient".

ARTICLE 1 - PROJECT DESCRIPTION

The Recipient shall, to the satisfaction of the Town, fully and timely perform all work described in the "Stormwater Grant Application," a copy of which is attached hereto and incorporated herein as Exhibit "A" (The Project). All work shall be done in strict accordance with Town of Jupiter Codes and Standards. To insure compliance a mandatory preconstruction meeting with the Town's Project Manager shall be required.

ARTICLE 2 –TERM

The term of the Agreement shall commence on the date of execution and shall continue for one year from the date of execution.

ARTICLE 3 - TIME OF THE ESSENCE

The parties hereto agree that time is of the essence in the performance of each and every obligation under this Agreement.

ARTICLE 4 - COMPENSATION\FUNDING PAYMENTS AND REPORTING

As consideration for providing the goods and services required by this Agreement, the Town shall pay the Recipient the lesser amount of 50% of the certified actual costs of construction or \$15,000.00. The Recipient shall perform all work in strict accordance with Exhibit "A".

The Town shall make payment to the Recipient upon completion and acceptance of the Project. The Recipient shall provide certification that the project has been completed in accordance with Exhibit "A" of this Agreement. The Recipient's invoice shall reference the Town's Application Number and shall be sent to the Project Manager at the following address:

Town of Jupiter
Stormwater Improvement Funding Program
P.O. Box 8900
Jupiter, FL 33468-8900

Attn: Jonathan A. Batista, P.E., Senior Utilities Engineer

The Town shall inspect all work and review final reports before authorization of payment is made to the Recipient. The Town shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the Recipient has performed the work according to the terms and conditions of this Agreement. When requesting payment, the Recipient shall submit certified actual costs of construction for review including contractor, material invoices and evidence of payment of same. Funding may be withheld if the Recipient has not submitted required reports or met all of the administrative requirements until such time as these requirements are met. Payment by the Town shall be made upon final completion of all work described in Exhibit "A".

However, any deviation from the reporting instructions may result in a delay of payment by the Town.

ARTICLE 5- PROJECT MANAGEMENT

The parties hereto shall direct all matters arising in connection with the performance of this Agreement, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

NOTICES

All notices, demands, or other communications to the Recipient under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the address stated below:

Egret Landing POA
1059 Lakeshore Drive
Jupiter, FL
Attn: Tyler Burlingame, Association Manager

All notices to the Town under this Agreement shall be in writing and sent by certified mail to:

Town of Jupiter
Stormwater Improvement Funding Program
P.O. Box 8900
Jupiter, FL 33468-8900
Attn: Jonathan A. Batista, P.E., Senior Utilities Engineer

The Recipient shall also provide a copy of all notices to the Town's Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the Town under this Agreement shall reference the Town's Application Number.

ARTICLE 6 - TERMINATION

If either party fails to fulfill its obligation under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving the other party written notice of the obligation which the noticing party deems to be in default. The party alleged to be in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency.

If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period. In the event the Recipient's funding becomes unavailable, that shall be good and sufficient cause for the Town to terminate the Agreement.

The Town may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to the Recipient. The performance of work under this Agreement may be terminated by the Town whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be affected by delivery to the Recipient of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. If in the event of termination, the Town shall only be required to compensate the Recipient for any previously authorized and accepted work performed through the termination date. The Town shall be relieved of any and all future obligations hereunder including but not limited to, lost profits and consequential damage under this agreement. The Town may withhold all payments to the Recipient for such work until such times as the Town determines the exact amount due to the Recipient.

ARTICLE 7 - ATTORNEY'S FEES

If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

ARTICLE 8 -LIST COSTS AND RECORDS RETENTION

The Recipient shall maintain records and the Town shall have inspection and audit rights as follows:

A. Maintenance of Records. The Recipient shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

B. Examination of Records. The Town or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years

from the date of final payment under this Agreement and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the Town should become involved in a legal dispute with a third party arising from performance under this Agreement, the Recipient shall extend the period of maintenance for all records to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Town.

D. Public Records Act.

The Recipient acknowledges that all documents generated in association with the Project are public records and the Recipient shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Recipient assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, shall be upon the Recipient. In the event the Town becomes a defendant in a public records lawsuit due to the Recipient's failure to produce public records, the Recipient shall hold harmless and indemnify the Town.

ARTICLE 9 - STANDARDS OF COMPLIANCE

The Recipient warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of the Agreement, and shall abide by all legal, financial, and reporting requirements, as required here

The Recipient, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Town undertakes no duty to ensure such compliance, but will attempt to advise the Recipient, upon request, as to any such laws of which it has present knowledge.

The Recipient hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this Agreement. The Recipient shall take all measures necessary to effectuate these assurances.

ARTICLE 10 - GOVERNING LAW/VENUE

The laws of the State of Florida shall govern all aspects of the Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

The Recipient shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of the Agreement.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

The following indemnification clause shall only be applicable to private entities:

For value received, which is hereby acknowledged, the Recipient shall defend, indemnify, save, and hold the Town, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the Recipient, its subcontractors, agents, assigns, invitee, or employees in connection with this Agreement. The Recipient further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitee and employees with the terms of this Agreement. The provisions of this paragraph survive the termination or expiration of this Agreement.

The following shall only apply if the work is being performed on Town property:

The Recipient shall procure and maintain, through the term of the Agreement, insurance coverage reflecting, at a minimum, the statutory limits in compliance with applicable state and federal laws. General liability coverage and automobile liability shall be at minimum, \$500,000 per occurrence. The coverage required shall extend to all employees and subcontractors of the Recipient.

ARTICLE 12 - RELATIONSHIP BETWEEN THE PARTIES

The Recipient is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Town and the Recipient, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

The Recipient shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Town. Any attempted assignment without the Town's written consent will be a violation and the provision shall be void.

It is the intent and understanding of the Parties that this Agreement is solely for the benefit of the Recipient and the Town. No person or entity other than the Recipient of the Town shall have

any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 13- FORCE MAJEURE

Notwithstanding any provisions of the Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion which are hereby deemed to be beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances but this Agreement shall otherwise remain in effect.

In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including Exhibit "A" Stormwater Grant Application Fiscal Year 2021-2022, which is attached hereto and made a part of the Agreement shall be interpreted as a whole to resolve any inconsistency.

ARTICLE 14- NON-WAIVER OF RIGHTS

Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

ARTICLE 15- SEVERABILITY

Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of the Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

ARTICLE 16- AMENDMENTS

This Agreement may be amended only by a written document executed by the parties.

ARTICLE 17- ENTIRE UNDERSTANDING

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Recipient recognizes that any representatives, statements or negotiations make by the Town staff do not suffice legally bind the Town in a contractual relationship unless they have been reduced to writing and signed by an authorized Town representative.

ARTICLE 18-ASSIGNMENTS

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

EXECUTED by the Town this _____ day of _____, 2022.

ATTEST:

TOWN OF JUPITER, FLORIDA

Laura Cahill, CMC, Town Clerk

Frank Kitzerow, Town Manager

[TOWN SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Thomas J. Baird, Town Attorney

EXECUTED by the Recipient this 29 day of MARCH, 2022/4

WITNESSES:

Robert Gorb
Scott Lill

RECIPIENT:

Tyler Burlingame, LAM

Name, Title TYLER BURLINGAME
ASSOCIATION MANAGER
FOR AND ON BEHALF OF THE BOARD OF DIRECTORS



Private Stormwater Improvement Grant Application

Complete this application in its entirety with appropriate statements and requested documentation. Applications can be mailed to the attention of **Jonathan Batista**, Town of Jupiter Utilities, 210 Military Trail, Jupiter, FL 33458 or submitted by e-mail to jonathanb@jupiter.fl.us. Emails should be delivered with a Read Receipt requested to confirm successful delivery to the Town and include "Private SW Improvement Grant Application" in the subject heading.

APPLICANT INFORMATION

First Name: EGRET LANDING POA Last Name:
Street Address: 1059 LAKE SHORE DRIVE
City: JUPITER
State: FL Zip Code: 33458
Phone Number: 561-575-7676
*Email Address: EGRET LANDING @ CAMPBELL PROPERTY.COM

PROJECT CONTACT INFORMATION

List the contact information for the individual managing the project.

First Name: TYLER Last Name: BURLINGAME
Title: ASSOCIATION MANAGER
Phone Number: 561-401-5224
*Email Address: TBURLINGAME @ CAMPBELL PROPERTY.COM

PROJECT ENGINEER CONTACT INFORMATION

List the contact information for the project engineer.

First Name: BRIAN Last Name: HOCK
Phone Number: 561-602-1820
*Email Address: ANCHORMARINEBRIAN @ GMAIL.COM

PROJECT DETAILS

Provide a brief description of the project:

LAKE BANK EROSION CONTROL AND REMEDIATION. GEO-TUBE

Explain the benefit this project provides:

THIS PROJECT IS AIMED TO REPAIR AND PRESERVE THE INTEGRITY OF THE LAKE BANK. DOING SO WILL BENEFIT THE LOCAL ECOSYSTEM BY PREVENTING EXCESS RUNOFF WHICH CAN LEAD TO NUTRIENT LOADING, DESTROYING HABITAT, AND POLLUTANTS BEING INTRODUCED INTO OUR LAKE SYSTEM. THIS PROJECT WILL ALSO MITIGATE POTENTIAL HAZARDS AROUND THE LAKE THAT COULD RESULT IN INJURY.

PROJECT FUNDING INFORMATION

Funding Amount Requested: \$15,000.00

NOTE: Amount Requested may not exceed 50 percent of total project cost

Total Project Cost: \$30,000.00

Applicant's Match Amount: \$15,000.00

Source of Other Funds: RESERVE ACCOUNT

Does the applicant have funds available and budgeted to pay for the applicant's share of the project cost?

YES

List all the permits required for this project. If applicant has already applied for any of the needed permits, provide the application date(s) and status. If permits have already been received, include copies when submitting the application.

N/A

Is this project being done in response to permit-condition issues or enforcement actions taken against the applicant by the Town of any other agency?

NO

If yes, please explain:

N/A

Has the applicant received funding from the Town for another project within the past five (5) years?

YES

Can the project be completed and operational within one year of the potential award of the grant?

YES

I certify and agree that the statements and information contained in this application are true, accurate and complete.

Applicant: [Signature], LAM
FOR AND ON BEHALF OF THE BOARD OF DIRECTORS

Date: FEBRUARY 15, 2024

*Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The Town makes every effort to protect individual privacy, but may be compelled to provide e-mail addresses in some circumstances under Florida law. If you do not wish to provide your e-mail when applying for this grant, please call **Jonathan Batista** at **561-741-2705**.

Attachment 3

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2024 - 2028

Strategic Priority : Fiscal Responsibility	Department : Utilities Project No. : S1007
Project Name : Private Stormwater Improvement Grants	Year(s) : On-going Projected In-Service Date : On-going

Project Description :
Funding provided to private HOAs, POAs and commercial parcels for stormwater improvements. Recipients must provide a 50% match. Grant application approvals require that the project must either enhance stormwater runoff quality or minimize the risk of flooding.

Link to Strategic Plan :
This project supports the Town's Strategic Plan Result of Fiscal Responsibility and Safety by providing a mechanism for the Utility to assist and promote water quality goals of improved stormwater runoff quality to privately owned systems and minimize nuisance flooding.

Need, Justification, Benefits :
Reduces flooding impacts and enhances stormwater runoff quality. Offers enhanced value to the service the Stormwater Utility provides to privately-owned stormwater systems. Project is integral to the Regional Loxahatchee River Pollutant Reduction Plan.

Location & Area Map



Project Photo



Comments :
A total of \$1,085,045 in assistance grants has been awarded to participating entities since FY 2000. Stormwater improvements completed by grants recipients in FY22 include Jupiter Bay, Jupiter Country Club, Ocean at the Bluffs and Xanadu. Grant applications for FY23 were recently received and are being evaluated by staff.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Private Stormwater Improvement Grants	Project No.	S1007
Strategic Priority :	Fiscal Responsibility		
Department :	Utilities		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$165,395	\$8,000	\$8,000	\$8,000	\$8,000	\$8,240	\$0	\$205,635
Construction	\$1,305,966	\$69,916	\$72,254	\$74,661	\$77,141	\$79,455	\$0	\$1,679,393
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$1,471,361	\$77,916	\$80,254	\$82,661	\$85,141	\$87,695	\$0	\$1,885,028

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$1,471,361	\$77,916	\$80,254	\$82,661	\$85,141	\$87,695	\$0	\$1,885,028
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$1,471,361	\$77,916	\$80,254	\$82,661	\$85,141	\$87,695	\$0	\$1,885,028

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$1,181,739	\$0	\$69,228	\$71,304	\$73,443	\$75,647	\$1,471,361
Amount Expended	\$976,196	\$3,993	\$1,476	\$45,117	\$51,286	\$8,809	\$1,086,876
Balance							\$384,485

TOWN OF JUPITER

Resolution 61-24 Approving a Land License Agreement with Jupiter 1630 LLC for Town-owned property adjacent to 1630 Cypress Drive



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 61-24 Approving a Land License Agreement with Jupiter 1630 LLC for Town-owned property adjacent to 1630 Cypress Drive (S2342)

EXECUTIVE SUMMARY

Resolution 61-24 provides for approval of a land license agreement with Jupiter 1630 LLC, the property owner of 1630 Cypress Drive ("Licensee") for use of a Town-owned parcel of land located behind and adjacent to the property.

The proposed land license agreement is similar to lease agreements previously executed by the Town with other entities, with the exception that responsibility for property tax, if any under the license agreement is removed from the Town and placed on the Licensee.

On April 3, 2007, the Town Council adopted Resolution 39-07, authorizing and directing the Mayor to enter into lease agreements for use of Town-owned property located in the vicinity of the Kurtz Industrial Subdivision (aka Cypress Drive Area). The Town acquired the land adjacent to the Kurtz Subdivision and the Rinker Materials property by Quit-Claim Deed from the Northern Palm Beach County Improvement District (NPBCID) in 2005, upon completion of construction of drainage improvements in the area. The leased Town property is used for things such as additional storage and parking; construction of permanent structures or impervious areas is not permitted. At this time, the owner of 1630 Cypress Drive (Jupiter 1630 LLC) is interested in entering into a license agreement for the use of the Town-owned parcel adjacent to his property. The Town Attorney has reviewed the attached land license agreement and finds it to be in acceptable form. Attachment 2 provides a location map identifying the historical Cypress Drive leases and the new license agreement for 1630 Cypress Drive. There are currently four (4) active lease agreements with the following businesses, Broedell Warehouse Rentals, Inc, Broedell Group, LLC, CEMEX Construction Materials Florida, LLC, and Cypress Drive Associates, LLC, and four (4) inactive leases. Town staff is in the process of contacting existing lessees to convert their lease agreements to land license agreements for consistency and for tax purposes. Should the current lessees express interest in continuing their agreements with the Town, their lease agreements will be converted to land license agreements and brought before the Town Council for approval.

ANALYSIS

The owner of 1630 Cypress Drive (Jupiter 1630 LLC) desires to enter into a license agreement with the Town for use of the Town-owned parcel adjacent to his property at 1630 Cypress Drive, as depicted on the legal description and sketch in the attached proposed land license agreement. The Town Attorney has reviewed the attached land license agreement and finds it

to be in acceptable form. As such, it would be appropriate for the Town of Jupiter to enter into a land license agreement with Jupiter 1630 LLC for use of the Town-owned property behind and adjacent to 1630 Cypress Drive, in accordance with the terms of the agreement.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 61-24
2. Location Map
3. Jupiter 1630 LLC Land License Agreement

FUNDING SOURCE

Approved in Budget	n/a	Sources: n/a
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For more information or copies of the attachments, please contact Brittany George at brittanyg@jupiter.fl.us or 561-741-2261.

Attachment 1

RESOLUTION 61-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LAND LICENSE AGREEMENT WITH JUPITER 1630 LLC FOR TOWN-OWNED PROPERTY ADJACENT TO 1630 CYPRESS DRIVE

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town began to administer in 2007, land leases for parcels east of properties located along Cypress Drive; and

WHEREAS, the Town desires to convert land leases to land license agreements so that the Town's parcels are no longer subject to property tax assessments; and

WHEREAS, the property owner of 1630 Cypress Drive, Jupiter 1630 LLC desires to enter into a land license agreement with the Town for use of the adjacent Town-owned parcel.

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

Section 1. The agreement between the Town of Jupiter and Jupiter 1630 LLC for a land license agreement for 1630 Cypress Drive is hereby approved.

Section 2. The Mayor is authorized and directed to execute said agreements on behalf of the Town.

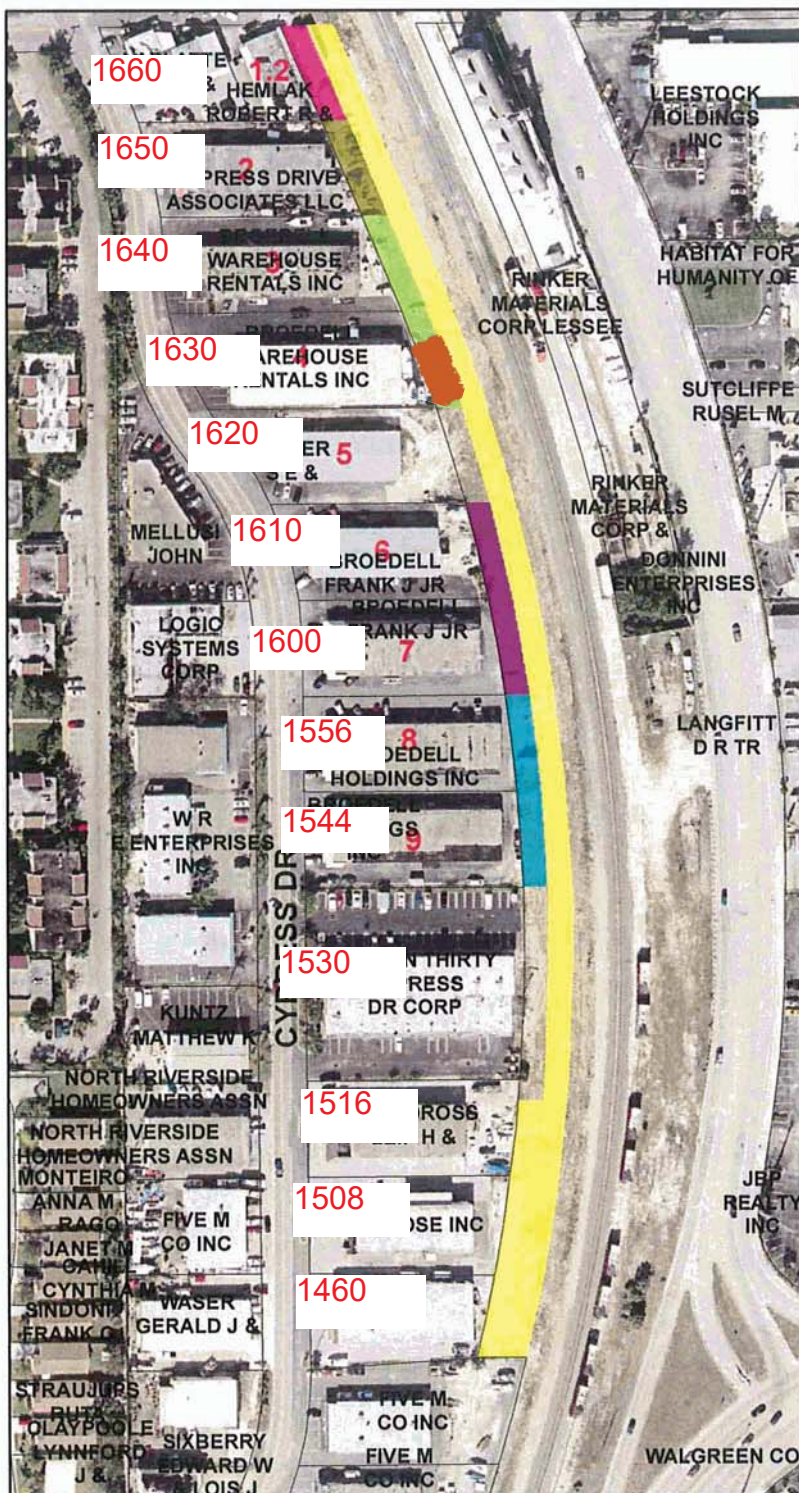
Section 3. This Resolution shall take effect immediately upon its execution.

5/21/2024

CYPRESS DRIVE LEASE/LICENSE AGREEMENTS

NAME

- JUPITER 1630 LLC
- BRODELL HOLDINGS
- BRODELL WAREHOUSE
- CYPRESS DR ASSOC
- FRANK J BRODELL, JR.
- HEMLAK
- RINKER



Lot #	Lessee/Licensee	Address	SQFT	Annual Lease Amount
	Rinker Materials Corp	1666 N Old Dixie Hwy	43,109	\$ 22,804.66
1.2	Robert Hemlak	1660 Cypress Dr	2,562	Inactive
2	Cypress Drive Assoc., LLC	1650 Cypress Dr	2,689	\$ 1,422.48
3	BrodeLL Warehouse Rentals Inc	1640 Cypress Dr	2,693	\$ 1,424.60
4	Jupiter 1630 LLC	1630 Cypress Dr	2,656	\$ 1,365.18
6	Frank J BrodeLL, Jr.	1610 Cypress Dr	2,562	Inactive
7*	Frank J BrodeLL, Jr.	1600 Cypress Dr	584	\$ 308.94
8	BrodeLL Holdings Inc	1556 Cypress Dr	2,515	Inactive
9	BrodeLL Holdings Inc	1544 Cypress Dr	2,504	Inactive

*2,534 sqft reduced by water line easement (1,950 sqft) provided to the Town

REAL PROPERTY LAND LICENSE AGREEMENT

THIS LAND LICENSE AGREEMENT ("License") is made this day of 9 May 2024, by and between the TOWN OF JUPITER ("TOWN"), a municipal corporation organized and existing under the laws of the State of Florida and having an address of 210 Military Trail, Jupiter, Florida 33458, and Jupiter 1630 LLC, whose business address is 1630 S Cypress Dr, Jupiter, FL 33469 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE has requested permission to use a certain parcel of property located east of and adjacent to 1630 S Cypress Drive, Jupiter, FL 33469, and more specifically described in the survey and legal description contained in Exhibit "A", attached hereto and incorporated herein and hereafter referred to as "LAND"; and

WHEREAS, in order to use the LAND, the TOWN requires that LICENSEE enter into this License.

NOW THEREFORE, the covenants and conditions contained in this License, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them herein.

2. LAND AREA. The TOWN agrees to make the LAND available to LICENSEE for its use according to the terms of this License. LICENSEE shall cooperate with the TOWN to provide access to the LAND and adjacent lands, as may be needed during the term of the License, to enable the TOWN's Stormwater Utility to complete maintenance, repairs, or improvements as may be needed to the Town's drainage system.

3. PAYMENT FOR LAND LICENSE.

3.1 LICENSEE shall pay the TOWN an annual fee on or before the 1st day of March of each year the License is in effect, in an amount of \$1,365.18, based on a rate of \$0.514 per square foot. The annual fee shall be increased each year on March 1st based upon the most recent annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) or 5%, whichever is lower.

3.2 Annual fees received after March 5th of each year, during the term of the License shall be subject to a late fee in the amount of 5% of the annual assessment.

3.3 Initial and final year payments shall be pro-rated based on the date the License. Initial payment shall be made by LICENSEE within five (5) business days of the execution date of the License.

3.4 Failure of LICENSEE to make annual payments and/or late fees to the Town shall be considered a default and shall subject this License to immediate revocation.

3.5 Should the TOWN request LICENSEE to vacate the LAND for a period of time to facilitate maintenance, repairs, or improvements of the Town's stormwater system, the TOWN shall refund a portion of LICENSEE'S annual fee, prorated for the time during which the LAND could not be used by LICENSEE as a result of TOWN'S activities, start and ending time periods for TOWN's use of the LAND shall be documented in writing between the parties.

4. AD VALOREM TAXES

4.1 LICENSEE shall pay, within thirty (30) calendar days after presentation from TOWN, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the LAND subject to this License.

5. SALES AND USE TAX, PERSONAL PROPERTY TAX

5.1 LICENSEE shall pay all Florida Sales and Use Taxes levied under Chapter 212.02(6) F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the LAND, and any other applicable taxes, fees, or governmental assessments against any equipment, personal property, and/or improvements owned, leased, or operated by LICENSEE, or directly associated with LICENSEE'S use of the LAND.

6. TERM AND RENEWAL. The term of this License shall be for ten (10) consecutive years, beginning on the date of the execution by the parties of the License and ending on the tenth anniversary date of the execution of the License. LICENSEE may terminate the License with one year advance written notice to the TOWN. Upon written consent of TOWN and LICENSEE, this agreement may be automatically renewed for one (1) additional ten (10) year term.

7. COMPLIANCE WITH LAWS. LICENSEE shall comply and adhere to all applicable local, state, or federal laws or regulations. LICENSEE releases the TOWN from any loss, claim or damage which LICENSEE may sustain arising directly or indirectly by reason of either existing or future zoning laws or other local, state, or federal laws or regulations which may adversely affect use by LICENSEE of the LAND described herein.

8. HAZARDOUS MATERIALS

8.1 LICENSEE shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials (as herein defined) on, under, in, above, to, or from the LAND except that Hazardous Materials may be used in the LAND as necessary for the customary maintenance of the LAND provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "hazardous materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

8.2 If LICENSEE's activities on the LAND or LICENSEE's use of the LAND (a) results in a release of hazardous materials that is not in compliance with applicable local, state or federal laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable local, state, or federal laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then LICENSEE shall, at its sole cost and expense; (1) immediately provide written or email notice thereof to the TOWN's Stormwater Utility Coordinator as well as written notice to the TOWN in accordance with paragraph 14, herein, which notice shall identify the hazardous materials involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Applicable Laws, provided that LICENSEE shall first obtain Town of Jupiter Stormwater Utility's approval of the non-emergency remediation plan to be undertaken.

9. INSPECTION BY TOWN OF JUPITER. The TOWN shall have the right, at reasonable times and upon reasonable prior notice to LICENSEE to enter the LAND, for the purpose of examining and inspecting the condition of the LAND, to evaluate LICENSEE's compliance with the terms and conditions of this License.

10. SIGNS. LICENSEE shall not place any signs on the LAND, except with the prior written consent of the TOWN, including consent as to location and design, which may be withheld in the TOWN'S sole discretion. Any and all such approved signs shall be installed and shall be maintained by LICENSEE, at LICENSEE'S sole cost and expense and shall comply with all applicable laws. LICENSEE shall be responsible to TOWN for the installation, use and maintenance associated with approved signs and any damage resulting therefrom. LICENSEE shall remove signs prior to termination of the License and upon such removal to restore and repair all areas incident to such removal.

11. LIMITATIONS ON USE OF LICENSED LAND.

11.1 TOWN makes no warranty, representation, or undertaking, express or implied as to the condition of the LAND and LICENSEE agrees to accept the LAND as is and use the LAND in accordance with this License. LICENSEE at its sole cost and expense, agrees to use the LAND in such condition and be responsible to maintain and

repair the LAND as needed. LICENSEE, at its sole cost and expense may make such improvements to the LAND as needed for LICENSEE'S purposes in accordance with other terms and conditions of this License provided it complies with all applicable rules, codes, and regulations.

11.2 LICENSEE shall keep the LAND free and clear from any and all trash, brush, debris. TOWN shall have no duty to inspect, maintain, or improve the LAND during the term of this License.

11.3 LICENSEE shall not erect any permanent structures on the LAND. The LAND may be improved with shell rock for the parking of vehicles or storage but no concrete or asphalt paving is allowed. The LICENSEE shall not use or store chemical or hazardous materials as defined herein on the LAND. Motorized vehicles, boats, motors, engines, tools, or other equipment that use fuel or fluids shall be maintained so as not to leak any fuel, fluids, chemicals or other liquids on the LAND or adjacent land. The outdoor storage of junk, appliances, scrap metals and materials, barrels, and other such items is strictly prohibited on the LAND. The LICENSEE shall permit the TOWN to access the LAND as needed, in the TOWN's discretion, to maintain, repair, and improve the TOWN's drainage system.

11.4 LICENSEE'S use and maintenance of the LAND shall in no way, or at any time, interfere with or obstruct the use of the LAND or of the adjacent lands owned by the TOWN, its agents, employees, patrons or assigns. LICENSEE shall not discharge surface water upon the LAND or adjacent property owned by the TOWN and LICENSEE hereby expressly releases the TOWN from liability for any surface water flowing naturally from the LAND or adjacent property owned by the TOWN. LICENSEE further agrees to not alter the LAND so as to cause water to drain or flow onto TOWN'S adjacent property or to undermine in any way the TOWN'S adjacent property.

11.5 No right of way, expressed or implied, over remaining property of Town for the benefit of the LAND is granted by this License, other than as set forth above in the definition of the LAND.

11.6 LICENSEE may erect a chain link fence along all boundaries of the LAND, of a type approved by the TOWN, and thereafter LICENSEE shall maintain, repair and/or replace said fence at LICENSEE's sole expense. LICENSEE agrees to remove fence prior to termination of the License and upon such removal to restore and repair all areas incident to such removal. All such costs are at LICENSEE's sole expense.

11.7 LICENSEE shall have no authority or power, express or implied, to create or cause any construction lien or mechanics or materialmen's lien or claim of any kind against the LAND. LICENSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after written request by TOWN, and shall indemnify the TOWN against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT

TOWN SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LICENSEE, OR TO ANYONE HOLDING THE LAND THROUGH OR UNDER THE LICENSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE TOWN ON THE LAND. LICENSEE SHALL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LICENSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LAND.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, TOWN shall have the right to terminate this License upon ninety (90) days written notice to LICENSEE.

13. CONDITIONS OF PROPERTY ON TERMINATION

13.1 LICENSEE shall not mutilate, damage, misuse, or alter, the LAND, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the TOWN, ordinary wear and tear, and damages by the elements without concurring fault on the part of the LICENSEE, excepted. Any and all repairs, alterations or improvements made on the LAND by the LICENSEE shall be at LICENSEE's expense unless otherwise expressly agreed in writing.

13.2 Upon the termination or expiration of this License, LICENSEE shall surrender the LAND to the TOWN, in the same condition as received except for ordinary wear and tear which LICENSEE was not otherwise obligated to remedy under any provision of this License. LICENSEE shall remove all equipment, materials, works and personal property ("LICENSEE's Property") prior to termination or expiration of this License. LICENSEE shall repair, at LICENSEE's sole expense, any damages to the LAND resulting from the removal of any of LICENSEE'S Property. If LICENSEE fails to remove personal property, TOWN's may assume LICENSEE's Property as TOWN property or TOWN may arrange to have LICENSEE'S Property removed from the LAND and stored in another location determined by the TOWN with or without LICENSEE's permission. The cost or expense for removal and/or storage of LICENSEE'S Property from the LAND shall be paid by LICENSEE to the TOWN forthwith upon written demand by TOWN for same.

14. NOTICE. Notices required to be provided pursuant to this License shall be sent to the following addresses:

To TOWN:	Town of Jupiter
	Attn. Stormwater Utility
	210 Military Trail
	Jupiter, Florida 33458

To LICENSEE: William Campbell
1630 S Cypress Dr
Jupiter, FL 33469

15. INSURANCE. LICENSEE shall provide to the TOWN insurance for the LAND in the amounts and under the conditions prescribed in Exhibit "B" which shall at all times remain current. The TOWN shall be named on the LICENSEE's policy as an additional insured.

16. INDEMNIFICATION. In consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, LICENSEE shall protect, defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this License for any personal injury, loss of life and/or damage to property sustained in or about the land by reason or as a result of the use and occupancy of the LAND by LICENSEE, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event the TOWN shall be made a party to any litigation commenced against LICENSEE or by LICENSEE against any third party, then the LICENSEE shall protect, defend, indemnify and hold the TOWN harmless and pay all costs and attorney's fees incurred by the TOWN in connection with such litigation, and any appeals thereof.

17. THIRD PARTIES. Nothing in this License, whether express or implied, is intended to confer any rights or remedies under or by reason of this License upon any person other than the parties hereto and their respective permitted successors or assigns, nor is anything in this License intended to relieve or discharge the obligation or liability of any third persons who is a permitted successor or assign to this License, nor shall any provision thereof give any third person any right of subrogation or action over or against either party to this License.

18. ASSIGNMENT. This License shall not be transferred or assigned without the express written consent of the TOWN, which the TOWN may withhold in its sole discretion.

19. FURTHER ASSURANCES. The parties shall from time to time execute and deliver such other and further instruments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this License.

20. BINDING EFFECT. All of the terms and provisions of this License shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

21. ENTIRE AGREEMENT. This License shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this License, which alone fully and completely expresses their understanding.

22. AMENDMENTS. This License may not be amended, modified, altered, or charged in any respect, except as provided for by a written amendment to the License duly executed by each of the parties hereto.

23. ATTORNEY FEES. In the event either party is required to commence legal action to enforce the terms of this License, the prevailing party shall be entitled to recover its attorney fees and costs.

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:

ATTEST:

By: _____

By: _____

Jim Kuretski, Mayor

Laura Cahill, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Thomas J. Baird, Town Attorney

Jupiter 1630 LLC

By: Will Campbell

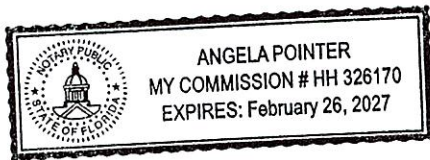
Name: William Campbell

Title: Owner

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence, the undersigned Notary Public and for the State of Florida on this 9 day of May, 2024, by William Campbell, in his capacity as owner of JT Rents / 1430 Cypress LLC who is personally known to me, or has provided FL Drivers license as identification.

(SEAL)



Angela Pointer

Notary Public

Commission Expires 2/26/2027

EXHIBIT A

Survey and Legal Description

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 4, KURTZ SUBDIVISION
LEASE AREA

LEGAL DESCRIPTION

A STRIP OF LAND 25.00 FEET IN WIDTH, LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PLAT OF JUPITER IN THE PINES SECTION 'C', AS RECORDED IN PLAT BOOK 26, PAGE 19, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND THE NORTHEAST CORNER OF THE UNRECORDED PLAT OF KURTZ INDUSTRIAL SUBDIVISION. SAID INTERSECTION ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 22°41'11" EAST ALONG THE EAST LINE OF SAID KURTZ INDUSTRIAL SUBDIVISION, A DISTANCE OF 283.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1809.86 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID EAST LINE OF KURTZ INDUSTRIAL SUBDIVISION AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES, 16 MINUTES, 09 SECONDS, A DISTANCE OF 40.09 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 4 OF SAID KURTZ INDUSTRIAL SUBDIVISION, AND THE POINT OF BEGINNING; THENCE NORTH 89°25'14" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 26.72 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1834.86 FEET AND A CHORD BEARING OF SOUTH 19°27'45" EAST; THENCE DEPARTING SAID EASTERLY EXTENSION OF THE NORTH LINE OF LOT 4 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°18'56", A DISTANCE OF 106.18 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 89°34'22" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 26.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1809.86 FEET AND A CHORD BEARING OF NORTH 19°44'05" EAST; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 4 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°21'53" A DISTANCE OF 106.28 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,656 FEET OR 0.06 ACRES MORE OR LESS.

LEGEND:

LB = LICENSE BUSINESS
LS = LICENSE SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: 07/26/ 2006

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

**LIDBERG LAND
SURVEYING, INC.**

LB 4431

675 West Indianatown Road, Suite 200,
Jupiter, Florida 33458 TEL 561-746-8454

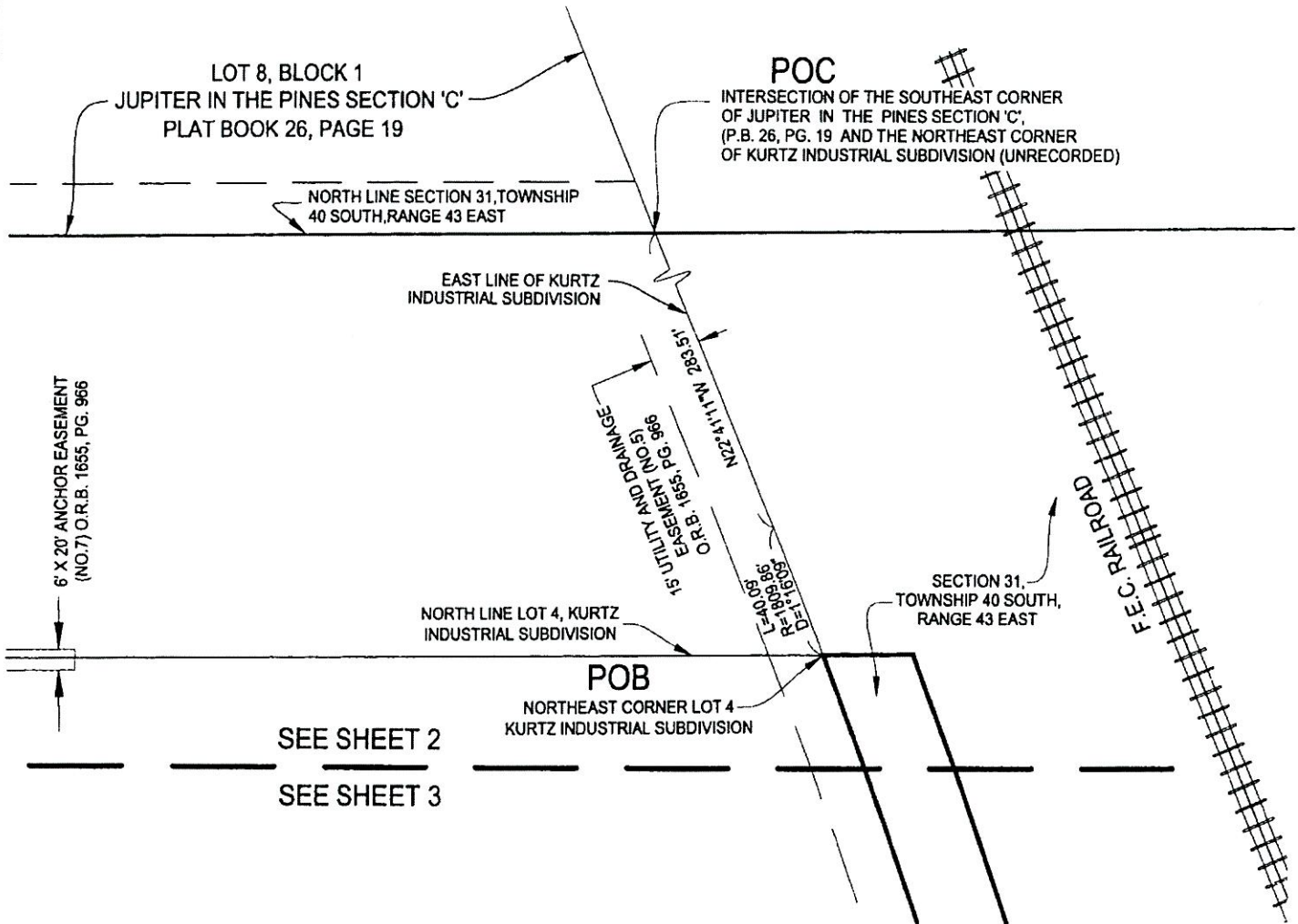
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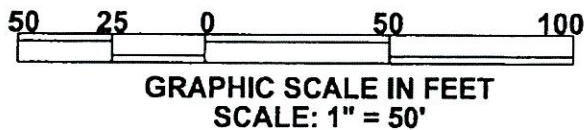
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			DWG A06-001C

DESCRIPTION & SKETCH
PREPARED FOR:
THE TOWN OF JUPITER

LOT 4, KURTZ SUBDIVISION
LEASE AREA



NOTE: THIS DRAWING IS NOT A SURVEY



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675 West Indiantown Road, Suite 200,
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D.C.L.

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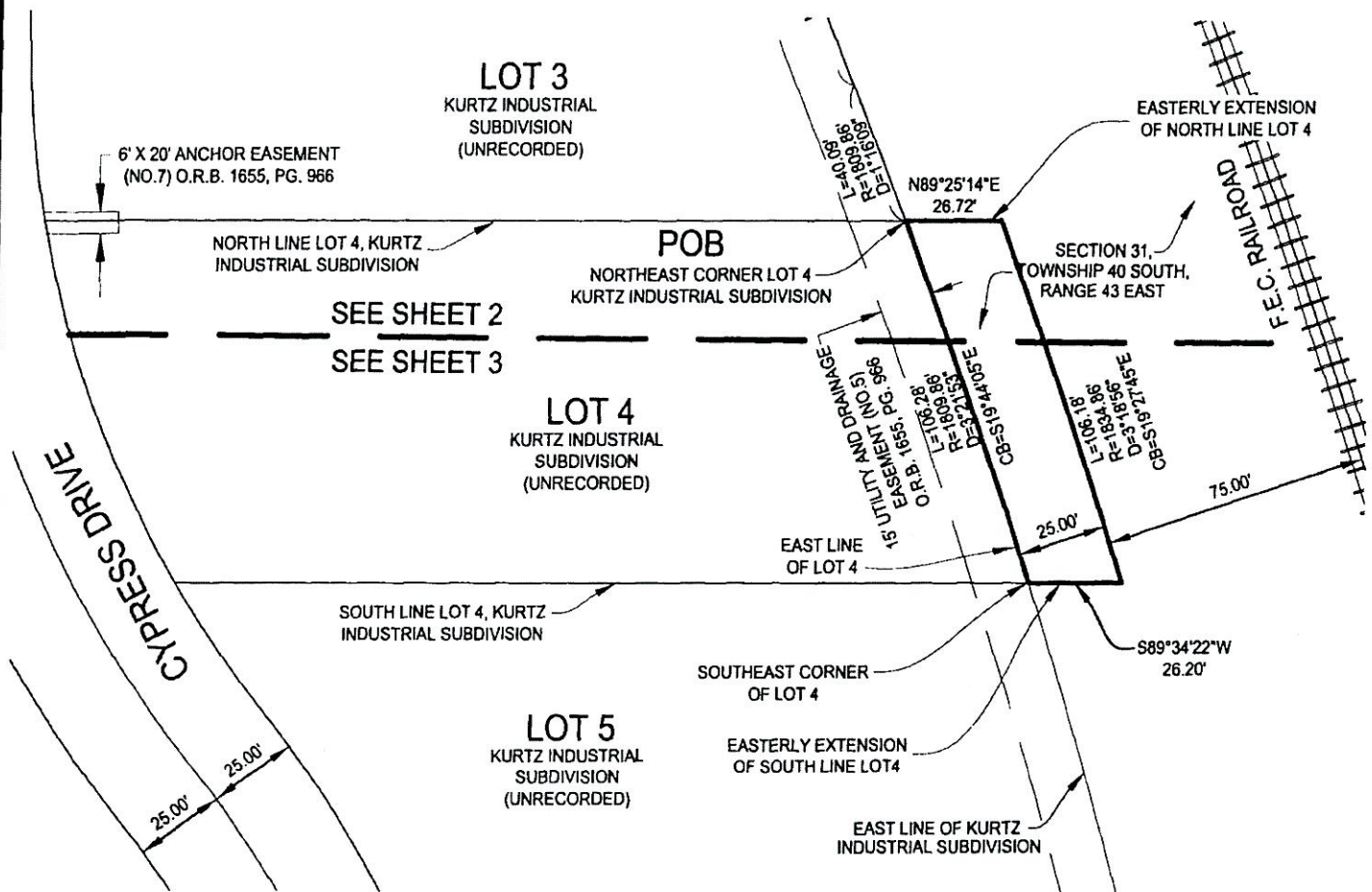
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DWG

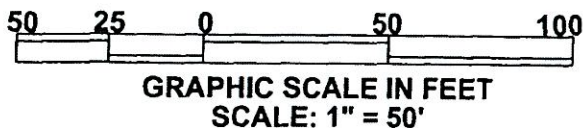
A06-001C

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EXHIBIT B - INSURANCE REQUIREMENTS

The following limits of liability and other insurance shall be provided by LICENSEE for at least the following amounts or greater where required by law, for the duration of this License. Best's guide rating A+, B+, VIII or better, latest edition shall be provided.

1. Worker's Compensation per Statutory limits of the State of Florida to include Employer's Liability Insurance with limits of at least \$100,000/\$500,000/\$100,000.
2. General Liability Insurance shall be provided by LICENSEE to protect the TOWN against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation on the LAND while under LICENSEE'S, its agents, employees, invitees, and/or members of the public's use. This policy is to provide coverage for premises/operations including auto liability, independent contractors, broad form contractual liability, products/completed operations.
 - (1) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate,Products and Completed Operations
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Annual Aggregate
 - (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - (4) Personal Injury, with employment exclusion deleted
 - \$1,000,000 Annual AggregateComprehensive Automobile Liability:
 - (1) Bodily Injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Accident
 - (2) Property Damage:
 - \$1,000,000 Each Occurrence
 - (3) Combined Single Limit (Bodily Injury and Property Damage)
 - \$2,000,000 Each Accident
3. The Town of Jupiter, Florida shall be included as a named insured party under the LICENSEE'S Insurance policies referenced herein above. The following statement shall appear unaltered on the Certificate of Insurance: "The Town of Jupiter, Florida is hereby named Additional Insured under the terms of this policy

and shall be provided any Notice of Cancellation of any of the above referenced policies."

4. A thirty (30) day written Notice of Cancellation is required and must be stated on the Certificate of Insurance.
5. The Certificate of Insurance shall be issued to the Town of Jupiter Stormwater Utility, 17403 Central Boulevard, Jupiter, FL 33458

#5496305 v1 26503-00001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2024

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

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

PRODUCER Sun Business Insurance Sales 110 Front Street Suite 300 Jupiter FL 33477	CONTACT NAME:	
	PHONE (A/C, No, Ext): 561-320-2713 FAX (A/C, No): 561-491-9433 E-MAIL ADDRESS: service@sunbusinessins.com	
INSURED JT Rents, LLC 1630 Cypress Dr Jupiter FL 33469	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Markel Insurance	22616
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY	☐	☐				EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR	☐	☐				EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0197136-03	02/02/2024	02/02/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	☐ N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

Town of Jupiter Stormwater Utility
17403 Central Boulevard
Jupiter, FL 33458

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



JTRENTS-01

GGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2024

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

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

PRODUCER The Browning Agency 2109 Sawgrass Village Dr Ponte Vedra Beach, FL 32082	CONTACT NAME: Georgette Garcia PHONE (A/C, No, Ext): (904) 285-3430 E-MAIL ADDRESS: georgette@browningagency.com FAX (A/C, No): (904) 285-3572 INSURER(S) AFFORDING COVERAGE INSURER A: AXIS Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37273
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	A1JTFL001-038429-03	12/16/2023	12/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine		A1JTFL001-038429-03	12/16/2023	12/16/2024	SEE REMARKS 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Jupiter, Florida is hereby named Additional Insured under the terms of the General liability policy and shall be provided A thirty (30) day written Notice of Cancellation of any of the above referenced policies.

CERTIFICATE HOLDER Town of Jupiter Stormwater Utility 17403 Central Boulevard Jupiter, FL 33458	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Browning Agency		NAMED INSURED JT Rents, LLC 1630 Cypress Drive Jupiter, FL 33469	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INLAND MARINE COVERAGE:

- Owned inventory is valued at REPLACEMENT COST and includes coverage for losses caused by conversion, flood and earthquake.
- Property of others in your care is valued at ACTUAL CASH VALUE or the amount for which you are contractually liable if that is greater.
- You have flood protection up to \$100,000 for losses at: 1630 Cypress Dr Jupiter, FL 33469
- Wind and Hail Exclusion applies to all Inland Marine Coverage.
- Maximum Single Limit per location/Occurrence Limit: \$1,500,000.
- Deductible: 5,000

TOWN OF JUPITER
AUTHORIZATION OF REVISED LANGUAGE FOR CONTRACT EPW 2024-12 LANDSCAPE
AND IRRIGATION MAINTENANCE



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 75-24, authorizing revised language for Contract EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation.

EXECUTIVE SUMMARY

Town staff is providing Resolution 75-24 for consideration by Town Council for the approval of revised language to Contract EPW 2024-12, Landscape and Irrigation Maintenance.

For reference, the Contract EPW 2024-12 was awarded on March 19, 2024, by Resolution 2-24 in the amount of \$949,805.82. After approval, scrivener's errors were discovered and the language was corrected to match the solicitation documents. The Town Attorney has reviewed the revised Contract and finds it to be in acceptable form. Town staff has also received confirmation from the Contractor that they agree with the revisions.

Given the start date for the Contract is July 1, the Contract overlaps the fiscal year operating budgets. Town Staff anticipates encumbering \$176,778.75 in FY 2024, with the remainder to be encumbered on October 1, at the start of FY 2024. Sufficient Funds are available, as shown below under Funding Source, to encumber and fund work through the remainder of FY 2024.

ANALYSIS

Town staff has reviewed the revised Contract and made the necessary changes to correct the scrivener's error.

In the event the Town Council approves Resolution 75-24, for approval of revised language to Contract EPW 2024-12, Landscape and Irrigation Maintenance, the Mayor will be authorized to execute the Contract on its behalf. See attached Revised Draft Contract.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 75-24
2. Revised Draft Contract
3. For reference Contract Submitted with Resolution 2-24 on March 19, 2024

FUNDING SOURCE

X	Approved in Budget	\$180,797.86 FY 2024	Sources: Public Works Operating Budget 00132341-546007
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For more information or to request attachments, please contact Catherine Morosco at catherinememo@jupiter.fl.us or 561-741-2766.

RESOLUTION NO. 75-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING REVISED LANGUAGE FOR CONTRACT EPW 2024-12, LANDSCAPE AND IRRIGATION MAINTENANCE WITH ARAZOZA BROTHERS CORPORATION.**

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2024-12, Landscape and Irrigation Maintenance; and

WHEREAS, the scope of work for this project consists of landscape, turf, and irrigation system maintenance items to be completed per defined maintenance cycles, including but not limited to, mowing, edging, irrigation system repairs, irrigation wet checks, weed control, pest control, fertilization, tree trimming and pruning, mulch application, and litter control at various locations throughout the Town of Jupiter; and

WHEREAS, the Town Council approved Resolution 2-24 to award Arazoza Brothers Corporation Contract EPW 2024-12 on March 19, 2024; and

WHEREAS, after the award, the Town Attorney requested scrivener's errors be corrected to ensure the document is accurate; and

WHEREAS, the Contract language has been corrected; and

WHEREAS, the Town has sufficient funds in its FY 2024 operating budget available for the funding of the Project through the end of the fiscal year, with the remaining balance of the Contract to be budgeted in FY 2025.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the revised Contract with the Arazoza Brothers Corporation in an amount not to exceed \$949,805.82.

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

EPW 2024-12

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
ARAZOZA BROTHERS CORPORATION

THIS CONTRACT, made this 21st day of May, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Arazoza Brothers Corporation, 4362 Northlake Boulevard, Unit 102, Palm Beach Gardens, Florida 33410, a Florida Corporation, FEID Number, 65-0031332, hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on February 20, 2024 for the LANDSCAPE AND IRRIGATION MAINTENANCE, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-12 entitled Landscape and Irrigation Maintenance in the Town of Jupiter (“Project”).

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscape and Irrigation Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR’S permanent business location’s county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of three hundred and six-five (365) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Payment to the Contractor shall be the unit price bid for work scheduled and competed each month in accordance with the Technical Special Provisions (Division V11), subject to receipt of a proper invoice, and verification and acceptance of the work by the Town.

All work shall be completed in accordance with the schedules and specifications described in the Technical Special Provisions (Division VII) of this contract. Delays resulting from weather, with exception of a catastrophic event, mechanical breakdowns, traffic disruptions, or any other condition(s) or occurrence(s) will not be accepted as reasons for not completing work as specified and scheduled. Contractor shall not be paid for any bid item where work remains incomplete more than seven (7) calendar days following the scheduled completion date, even if a portion of the work has been completed. Nonpayment for work not completed shall not relieve the Contractor of the responsibility to complete the work. It is understood that the scheduled completion date is the last working day of the month in which the work is scheduled to be completed unless otherwise specified, in the Technical Special Provisions (Division VII). The seven (7) calendar day allowance shall not apply when work schedules do not allow enough time between the maintenance cycles to accommodate the seven day grace period.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed **Nine Hundred Forty-Nine Thousand, Eight Hundred Five Dollars and Eighty-Two Centers (\$949,805.82)**.
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for Landscape and Irrigation Maintenance EPW 2024-12 consisting of plans prepared by Town of Jupiter Public Works Department dated January 22, 2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands,

damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or

otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the

entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during 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.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are

exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

EPW 2024-12

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
ARAZOZA INVESTMENTS LLC
DBA ARAZOZA BROTHERS MAINTENANCE

THIS CONTRACT, made this 19th day of March, 2024 , by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Arazoza Investments LLC DBA Arazoza Brothers Maintenance, 7027 SW 87th Court, Miami, Florida 33173, a Florida Corporation, FEID Number, 651072340 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on (February 20, 2024) for the LANDSCAPE AND IRRIGATION MAINTENANCE, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-12 entitled Landscape and Irrigation Maintenance in the Town of Jupiter ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscape and Irrigation Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. ~~CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES~~

- 2.1. ~~Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of three hundred and six five (365) calendar days or three hundred sixty six in a leap year. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.~~
- 2.2. ~~The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.~~
- 2.3. ~~Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, _____, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.~~
- 2.4. ~~This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.~~

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed **Nine Hundred Forty Nine Thousand, Eight Hundred Five Dollars and Eighty Two Cents** (\$949,805.82).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for Landscape and Irrigation Maintenance EPW 2024-12 consisting of plans prepared by Town of Jupiter Public Works Department dated January 22, 2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands,

damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or

otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the

entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during 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.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are

exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER
2024-2025 Strategic Plan Adoption



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Nikki Carpenito, Senior Director
SUBJECT	Adoption of the 2024-2025 Strategic Plan

EXECUTIVE SUMMARY

Following input and direction gathered at the Town Council Strategic Planning prioritization roundtable on May 7, 2024, Staff has prepared the 2024-2025 Strategic Plan for Town Council's approval and adoption.

The 2024-2025 Strategic Plan includes 23 Strategic Initiatives, their associated action plans and the proposed three-year timeline.

Once adopted, the plan will be posted to the Strategic Plan section of the Town's website, along with the "Strategic Plan at a Glance" document. These documents provide the public with access to the annual plan in full form, and in a shortened, quick-reference format.

Staff will also be preparing the next quarterly status update on the Plan to be distributed to Town Council in late June.

ANALYSIS

Staff is requesting approval and adoption of the 2024-2025 Strategic Plan

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. 2024-2025 Strategic Plan

FUNDING SOURCE

For more information or copies of the attachments, please contact Nikki Carpenito at NikkiC@jupiter.fl.us or 561-741-2335.



TOWN OF JUPITER

2024-2025 Strategic Plan



—TOWN OF—
JUPITER

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

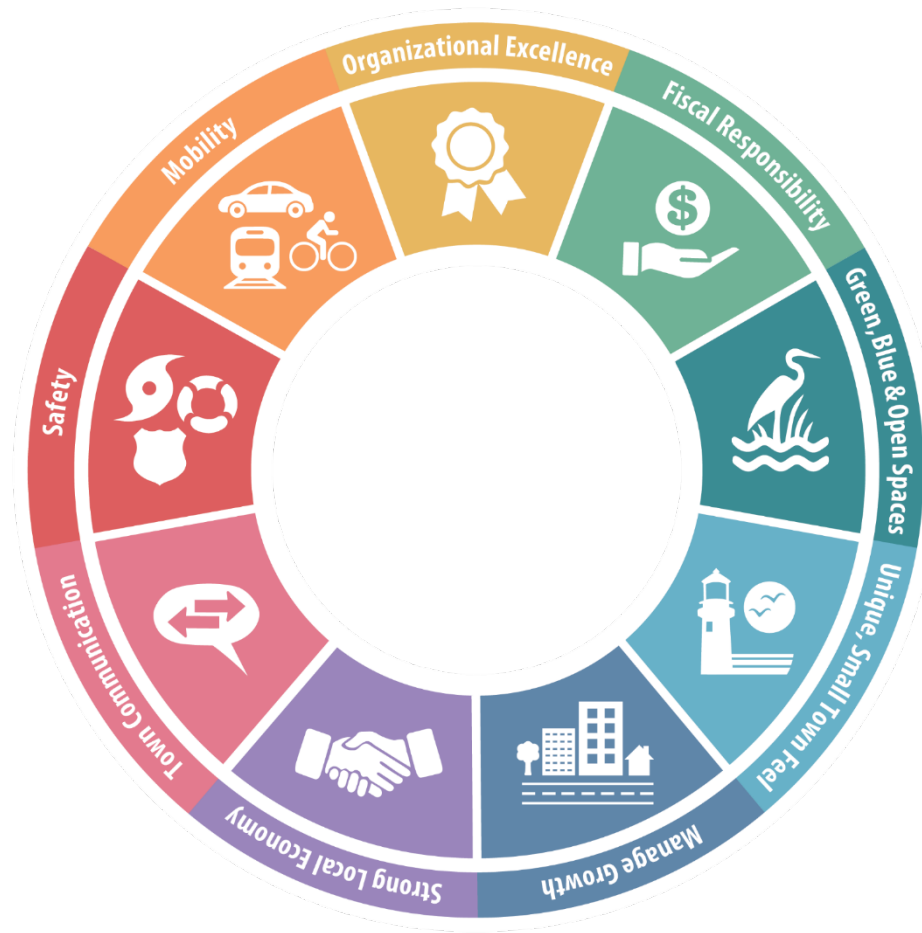
Support local businesses, create a business-friendly environment.



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.
- 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.



2024-2025 Strategic Initiatives





Fiscal Responsibility

Prepare and manage budget; maintain fiduciary responsibility.

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

1. Develop operational plans for staffing, facility needs, equipment requirements and timeline.
2. Evaluate station locations and begin construction.





Organizational Excellence

Organizational governance; internal support and services.

Municipal Complex: Update and revise masterplan and continue improvements

1. Complete Demolition and Phase II Construction of Town Hall Green.
2. Develop design plans for approval for memorial for former Mayor Hinton.
3. Approve and complete construction for Law Enforcement Memorial Site located at the Jupiter Police Department.
4. Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.
5. Secure ROW transfer agreement with PBCSD to enable realignment of Daniels Way.





Mobility

Improved mobility for all modes of transit.

Vehicle and Pedestrian Traffic Management & Mitigation: 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.

1. Annually, in January, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.
2. Pursue and secure project budget commitments from other agencies¹.
3. Complete construction of Jupiter Beach Road/A1A roundabout.
4. Encourage FDOT to fund, study, design and construct intersection and roadway improvements on Indiantown Road from Central Blvd. to Maplewood Drive¹.
5. Complete construction of 11 pedestrian-activated crosswalk signals and safety technology.
6. Develop a plan for education, training and new or modified regulations for electric bicycles.



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.



Mobility

Improved mobility for all modes of transit.

US 1 Bridge: Monitor construction and impacts of the US 1 Bridge

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.
2. Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.
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 Cove¹.
4. Develop and plan for a public event to support affected businesses and celebrate the completion of Phase 1 Bridge Construction and improvements to bicycle and pedestrian access on the bridge.

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.





Mobility

Improved mobility for all modes of transit.

W. Indiantown Road: Ensure the advancement of Indiantown Road improvements between I-95 and Central Boulevard.

1. Monitor and provide updates to the Town Council on project progress, completion and funding.
2. Develop plan and funding, including lead agency, to expand scope to include improvements continuing eastbound to Chasewood Plaza and westbound from Central Boulevard.

South Island Way: Advance South Island Way.

1. Town Council to approve design and construction plans.
2. Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties.





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.

Areas of Local Importance: Explore designating distinct areas, or districts, of local significance throughout Jupiter.

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.

Comprehensive Plan Revision: Revise Plan to reflect policy changes and updates.

1. Identify and prioritize sections with the comprehensive plan as it relates to workforce housing, conservation and recreation.
2. Continue to 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.





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.

CRA Plan: Update and revise the CRA plan.

1. Adopt CRA plan amendment to reflect the current and anticipated future Town business and development environment, incorporate public input, and identify target and desired future uses for Piatt Place and Suni Sands.





Safety

Keep citizens and businesses safe.

High-Speed Rail: Prepare for the introduction of high-speed rail through the Town of Jupiter by investigating and advocating for appropriate safety measures.

1. Collaborate with the FEC and Brightline to have safety fencing enhancements incorporated into project scope of work.
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 Jupiter¹.

Public Safety Training Facility : Develop a conceptual plan for a public safety training facility.

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.
2. Based on direction provided at the roundtable, develop a conceptual plan, location options and proposed funding strategy for a public safety training facility.

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.





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.

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.

1. Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).
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.
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.
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).
5. Develop a strategy to support pickleball.





Unique, Small Town Feel

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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 property or site.

Athletic Facility Usage: Develop athletic facility usage policies and master plan.

1. Formalize the athletic facility allocation process, including applications and policies for use, schedules, and parameters.
2. In accordance with policy direction and the Comp Plan, develop JTAA partnership and relationship objectives, goals and plans.
3. Define future parameters of relationship between Town and JTAA.





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 Arts: Promote music and the arts.

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.

Piatt Place: Determine future use and development plan for Town-owned property

1. Explore and establish target future uses.
2. Study the impact of options on seagrass beds.





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.

Protect Local Seagrass: Enhance the natural vegetation and promotion of our bluewater systems by evaluating and protecting our local seagrass beds.

1. Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection.

Loxahatchee River: Improve the water quality in the Loxahatchee River.

1. Enhance the treatment of stormwater runoff into Sawfish Bay, improving the treatment of outflows to supports seagrass and living shoreline initiatives.





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.

Protect Open Spaces: 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.

Anchored Vessels: Remove anchored and at-risk vessels from Jupiter's waterways.

1. Continue quarterly reporting on removal efforts
2. Explore anchoring limitation areas by applying through the County to the State.
3. Engage with a maritime expert to monitor State and County legislation to identify opportunities.



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
Community Webcams: 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.
Sustainability Plan: 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.
Baseball/Roger Dean Chevrolet Stadium	1. Field use agreement is in legal review at this time.



2024-2025 Strategic Initiatives Timeline



			2024			2025				2026			
	Initiative and Action Items	Staff Lead	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Fiscal Responsibility	Fire Rescue Strategy	Chief Donatto											
	Develop operational plans for staffing, facility needs, equipment requirements and timeline.												
	Evaluate station locations and begin construction.												
 Mobility	Vehicle & Pedestrian Traffic Management & Mitigation	Thomas Hernandez											
	Annually, in January, present to Town Council a report on mitigation strategies and status of roadway projects across various agencies.												
	Pursue and secure project budget commitments from other agencies ¹												
	Complete construction of Jupiter Beach Road / A1A roundabout												
	Encourage FDOT to fund, study, design and construct intersection and roadway improvements on Indiantown Road from Central Blvd. to Maplewood Drive												
	Complete construction of 11 pedestrian-activated crosswalk signals and safety technology												
	Develop a plan for education, training and new or modified regulations for electric bicycles.												
 Green, Blue and Open Space	Protect Open Space	John Sickler Scott Reynolds											
	Monitor property-acquisition opportunities for additional natural areas and open spaces as they arise.												
 Unique, Small Town Feel	Recreation Facility Master Plan	Kristin George											
	Complete a Recreation Master Plan to include current facilities, future, planned facilities, and partner facilities and opportunities (PBC, PBCSD/IMS).												
	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.												
	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.												
	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).												
	Develop a strategy to support pickleball												
 Unique, Small Town Feel	Piatt Place	John Sickler											
	Explore and establish target future uses												
	Study the impact of options on seagrass beds												

			2024			2025				2026			
	Initiative and Action Items	Staff Lead	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Mobility	West Indiantown Road	Thomas Hernandez											
	Monitor and provide updates to the Town Council on project progress, completion and funding.												
	Develop plan and funding, including lead agency, to expand scope to include improvements continuing eastbound to Chasewood Plaza and westbound from Central Boulevard.												
 Safety	High Speed Rail	Thomas Hernandez											
	Collaborate with the FEC and Brightline to have safety fencing enhancements incorporated into project scope of work.												
	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. ¹												
 Manage Growth	CRA Plan Adopt CRA plan amendment to reflect the current and anticipated future Town business and development environment, incorporate public input, and identify target and desired future uses for Piatt Place and Suni Sands.	John Sickler											
 Unique, Small Town Feel	Athletic Facility Usage	Kristin George											
	Formalize the athletic facility allocation process, including applications and policies for use, schedules, and parameters.												
	In accordance with policy direction and the Comp Plan, develop JTAA partnership and relationship objectives, goals and plans.												
	Define future parameters of relationship between Town and JTAA.												
 Organizational Excellence	Municipal Complex	Roger Held											
	Complete Demolition and Phase II Construction of Town Hall Green.												
	Develop design plans for approval for memorial for former Mayor Hinton.												
	Approve and complete construction for Law Enforcement Memorial Site located at the Jupiter Police Department.												
	Develop a strategy for aging infrastructure on the northeast quadrant and future plans for the northwest quadrant on the Municipal Complex.												
	Secure ROW transfer agreement with PBCSD to enable realignment of Daniels Way.												
 Green, Blue and Open Space	Loxahatchee River Enhance the treatment of stormwater runoff into Sawfish Bay, improving the treatment of outflows to supports seagrass and living shoreline initiatives.	John Sickler											

			2024			2025				2026			
	Initiative and Action Items	Staff Lead	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Green, Blue and Open Space	Anchored Vessels	Chief England											
	Continue quarterly reporting on removal efforts												
	Explore anchoring limitation areas by applying through the County to the State.												
	Engage with a maritime expert to monitor State and County legislation to identify opportunities.												
 Mobility	US 1 Bridge	Thomas Hernandez											
	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.												
	Continue with public information effort to keep residents and businesses informed of schedules, impacts and milestones.												
	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. ¹												
	Develop and plan for a public event to support affected businesses and celebrate the completion of Phase 1 Bridge Construction and improvements to bicycle and pedestrian access on the bridge.												
 Mobility	South Island Way	Thomas Hernandez											
	Town Council to approve design and construction plans.												
	Identify opportunities for right-of-way acquisition and roadway construction with proposed developments of nearby properties.												
 Unique, Small Town Feel	Maintenance Facility Develop and present a renovation and future use plan for Town's Maintenance Facility property or site.	Thomas Hernandez											
 Green, Blue and Open Space	Protect Local Seagrass Continue collaboration with area agency and non-profit partners to leverage resources for seagrass protection.	John Sickler											
	Baseball/roger Dean Chevrolet Stadium	Scott Reynolds											
 Manage Growth	Comprehensive Plan Review	John Sickler											
	Identify and prioritize sections with the comprehensive plan as it relates to workforce housing, conservation and recreation.												
	Continue to 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.												

			2024			2025				2026			
	Initiative and Action Items	Staff Lead	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
 Safety	Public Safety Training Facility	Chief England											
	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.												
	Based on direction provided at the roundtable, develop a conceptual plan, location options and proposed funding strategy for a public safety training facility.												
 Manage Growth	Areas of Local Importance 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.	John Sickler											
 Unique, Small Town Feel	The Arts 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.	Kristin George											
 Unique, Small Town Feel	Community Webcams* Select a contractor and develop an implementation and roll-out schedule of locations.	Karl Craig											
 Green, Blue and Open Space	Sustainability Plan Compile and centralize the Town’s current sustainability initiatives, policies and practices into a sustainability plan document.	John Sickler											

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.

For more information

www.jupiter.fl.us/strategicplan



— TOWN OF —
JUPITER

TOWN OF JUPITER

Approving a purchase order to Ferguson Enterprises, LLC dba Ferguson Waterworks for two flushing and monitoring stations (W2325A) in the amount of \$52,400



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Purchase Order to Ferguson Waterworks for Procurement of Water Distribution Flushing and Monitoring Stations (W2325A)

EXECUTIVE SUMMARY

Approval is requested for a purchase order to Ferguson Enterprises, LLC dba Ferguson Waterworks for an amount of \$52,400.00 for two Eclipse #9800-WC-Solar Intelligent flushing and monitoring stations.

Public water systems (PWSs) are required by statutory regulations to maintain a minimum disinfectant residual in drinking water delivered to customers to protect against microbial contaminants and viruses. Managing disinfection residuals in a water distribution system requires routine sampling and flushing, especially in extremities of the system where water age can be high for reasons such as low water demand, dead-end water mains, closed valves, or warm Florida temperatures. Depending on the size of the distribution system, maintenance flushing can be labor-intensive and time-consuming. The Town's water distribution system includes 479 miles of pipe.

Automatic flushing devices are a useful tool for achieving distribution system flushing without overly consuming workforce time. The Town's Water System currently has a few basic automatic flushing devices installed in remote areas of the distribution system, where discharge of water will not be a nuisance. The intelligent flushing and monitoring stations for which purchase order approval is requested are equipped to monitor chlorine residuals in real time and automatically engage flushing to achieve a target residual. Flushing volumes are expected to be optimized using intelligent stations to maintain system chlorine residuals. The intelligent stations also have capabilities of recording water quality data such as pH, temperature, pressure, free chlorine and total chlorine, enabling water age characteristics to be trended and evaluated. Such data is useful for troubleshooting water quality concerns and optimizing distribution system operations. In addition, these intelligent stations will eventually be integrated into the Advanced Metering Infrastructure (AMI) system, allowing flow, pressure and water quality to be monitored remotely.

A solicitation for bids for Procurement of Water Distribution Flushing and Monitoring Stations (W2325A) was publicly advertised on Demandstar in accordance with the Town's Procurement Policy. Two sealed bids were received and opened publicly on April 16, 2024. The lowest bid was submitted by Ferguson Enterprises, LLC dba Ferguson Waterworks, for an amount of

\$52,400.00. Ferguson Waterworks' proposal was reviewed and found to be responsive to the bid requirements. Ferguson Waterworks' bid is 2.5% lower than the other bid received. A detailed bid tabulation is attached.

Funds to purchase the two flushing and monitoring stations are available from several adopted Utility Community Investment Program (CIP) projects that have been completed and have funding remaining, and from the FY2024 Water Enterprise Operating budget as follows:

Required Funding	CIP Project Name/Funding Source	Account No.
\$10,805.00	Dist. System Water Quality Sampling Stations	40151033-563401-W2120
\$13,188.00	Jupiter Lakes/Wood Duck Distribution Improvements	40151033-563401-W2123
\$21,291.00	Valve Replacements at Juno Beach Repump Station	40151033-563401-W2118
\$ 7,116.00	FY2024 Water Field Repair & Maintenance Budget	40050233-546000
\$52,400.00	Total Funding Required	

ANALYSIS

Ferguson Waterworks bid submitted on April 16, 2024, for Procurement of Water Distribution Flushing and Monitoring Stations (W2325A) is responsive to the bid requirements and suitable for award of a purchase order in an amount of \$52,400.00. Funding to issue a purchase order to Ferguson Waterworks for the two intelligent flushing and monitoring stations is available as shown in the Funding Source table below.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Detailed Bid Tabulation W2325A
2. Ferguson Waterworks' Bid Proposal W2325A
3. Intelligent Flushing and Monitoring Station Brochure

FUNDING SOURCE

Approved in Budget	Sources:
\$10,805.00	Distribution System Water Quality Stations CIP (Acct. 41051033-563401-W2120)
\$13,188.00	Jupiter Lakes/Wood Duck Distribution Improvements CIP (Acct. 40151033-563401-W2123)
\$21,291.00	Juno Beach Repump Station Valve Replacements CIP (Acct. 40151033- 563401-W2118)
\$40,804.00	FY2024 Water Ops Budget, Water Field Repair & Maintenance (Acct. 40050233-546000)
\$86,088.00	Total Available Funding
Additional Funding Requested	\$0

For more information or copies of the attachments, please contact Brittany George at brittanyg@jupiter.fl.us or 561-741-2261.

Attachment 1

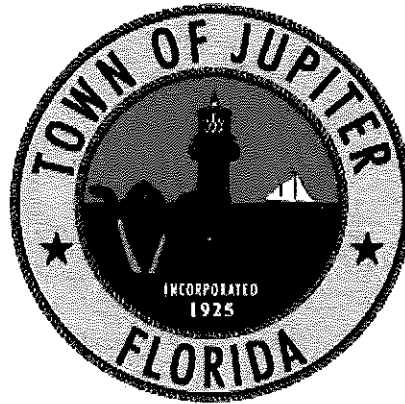
Town of Jupiter Utilities

Procurement of Water Distribution Flushing and Monitoring Stations (W2325A)

April 16, 2024 2:00 pm Bid Opening



VENDOR				FERGUSON ENTERPRISES, LLC dba FERGUSON WATERWORKS		FORTILINE, INC. dba FORTILINE WATERWORKS	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring station	EA	2	\$26,200.00	\$52,400.00	\$26,858.75	\$53,717.50
Total Bid Price (Bid Item No. 1) =					\$52,400.00		\$53,717.50



PROCUREMENT OF WATER DISTRIBUTION FLUSHING AND MONITORING STATIONS (W2325A)

Procurement Documents

APRIL 2024

JIM KURETSKI	MAYOR
RON DELANEY	VICE-MAYOR
ANDY FORE	COUNCILOR
CAMERON MAY	COUNCILOR
MALISE SUNDSTROM	COUNCILOR
FRANK J. KITZEROW	TOWN MANAGER
AMANDA Z. BARNES, P.E.	DIRECTOR OF UTILITIES

TABLE OF CONTENTS

Invitation for Bids.....	3
General Instructions for a Bid	4
Bid Proposal	10
Bid Schedule of Values	11
Technical Specifications	14
Appendix A – Town of Jupiter Utilities’ Purchase Order Standard Terms and Conditions	



TOWN OF JUPITER

Invitation for Bids

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

Procurement of Water Distribution Flushing and Monitoring Stations (W2325A)

Until **2:00 PM, Local Time, April 16, 2024** at which time and place all bids received will be publicly opened and read aloud in the 108 Community Room, adjacent to Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper, in accordance with the Instruction to Bidders, included in the Bid Documents. Bids received after the time and date specified will not be considered. The face of the sealed envelope shall be addressed as follows:

Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
April 16, 2024 at 2:00 PM

Procurement of Water Distribution Flushing and Monitoring Stations (W2325A)

The nature and scope of this project is:

Furnish and deliver two (2) Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring stations suited for warm climates, to be installed by Others in select areas of the Town of Jupiter's potable water distribution system for the purpose of optimizing maintenance flushing water volumes and to monitor water quality parameters such as pH, temperature, pressure, and total chlorine residual.

Bid Documents will be available on April 2, 2024 through DemandStar at www.demandstar.com. Bid Documents can be downloaded by registering with DemandStar for a free agency subscription for the Town of Jupiter.

All questions concerning the bid shall be directed to Jonathan A. Batista, P.E. in writing by email (jonathanb@jupiter.fl.us). Questions delivered by email should contain the name of the Project/Bid in the subject heading of the email and be sent with a read receipt to ensure successful receipt of the email by the Town. Clarification and changes to the Bid Documents will occur by addendum through www.Demandstar.com, as needed.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council,
Town of Jupiter

Laura E. Cahill, Town Clerk

PUBLISHED: www.Demandstar.com
DATE: April 2, 2024

General Instructions for a Bid

1. DEFINED TERMS

- 1.1. The term "Successful Bidder" means the lowest, qualified, responsible Firm to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award as a result of the Bids submitted in accordance with this Invitation for Bids.

2. COPIES OF BID DOCUMENTS

- 2.1. Complete sets of the Bid Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Invitation for Bids.
- 2.2. Complete sets of Bid Documents shall be used in preparing bids ; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3. Owner in preparing Bid Documents available on the above terms does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1. No Proposal will be accepted from, nor awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.2. No Bid will be accepted from, nor awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner, or who is providing testimony in current litigation against the Owner or who has a financial interest in any litigation against the Owner.

4. SUBMISSION OF BIDS

- 4.1. Three copies of the Bid (one signed original, one paper copy, and one electronic pdf on compact disc or flash drive) shall be submitted at the time and place indicated in the Advertisement for Bids or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security (if required) and other required documents. The Bid Form/Schedule of Values and Bid Bond (if required) should be clearly marked with a tab for easy identification during the bid opening process. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front

5. AWARD OF PURCHASE ORDER

- 5.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate procurement terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 5.2. In evaluating Bids, the Owner shall consider the qualifications of Bidders and whether or not the Bids comply with the prescribed requirements, alternates, and unit processes of the Bid Documents.

- 5.3. Owner may consider the qualifications and experience of other persons and organizations, including those who are to furnish the principal items of material or equipment, proposed for those portions of the Work as to which the identity of and other persons and organizations must be submitted with the Bid.
- 5.4. Owner may conduct such investigations as Owner deems necessary to assist in evaluation of Bids received and to establish responsibility, qualifications and financial ability of Bidders, other persons or organizations proposed to furnish the materials and equipment contemplated by the Bid Documents, in accordance with the Bid Documents to Owner's satisfaction. Bidder shall respond to Owner's written request(s) for additional information, if any, within the prescribed time identified in Owner's written request. Failure to respond within the prescribed time may result in rejection of the Bid.
- 5.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction, in the sole opinion of Owner.
- 5.6. If a purchase order is to be awarded by Owner, as a result of this Invitation for Bids or Advertisement of Bids, it will be issued to the lowest responsible, responsive Bidder, based on the lowest Total Bid Price, including alternates (if any) submitted with the sealed Bid on the Bid Form (Schedule of Values), as evaluated by Owner to be in the best interest of the Owner.
- 5.7. More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidder, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bids to be non-responsive.

6. TAXES

- 6.1. Owner is exempt from paying sales and use tax for items purchased in the State of Florida. Bid pricing shall not include such applicable sales, consumer use and other similar taxes for which Owner (Town of Jupiter) is exempt from paying. Owner will provide the Successful Bidder with a copy of Owner's tax exemption certificate with issuance of the purchase order resulting from the Bid.

7. BID DOCUMENTS

- 7.1. It is the intent of the Bid Documents to describe the materials and equipment to be furnished and delivered in accordance to Owner. Any work, materials or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Purchase, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Purchase is delivered, except as may be otherwise specifically stated herein.
- 7.2. The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only

the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

- 7.3. If before or during procurement of the materials and equipment, the Successful Bidder discovers a conflict, error or discrepancy in the Bid Documents, the Successful Bidder shall immediately report same to Owner in writing and before proceeding and obtain written interpretation or clarification from Owner.

8. INTERPRETATIONS

- 8.1. All questions about the meaning or intent of the Bid Documents shall be submitted to The Town of Jupiter Utilities, Attn: Jonathan Batista, P.E. in writing by email (jonathanb@jupiter.fl.us), Replies will be issued by Addenda as deemed necessary by Owner. Addenda will be delivered to all parties recorded by www.Demandstar.com as having received the Bid Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9. PRICES BID

- 9.1. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extensions (Values) or totals, the written unit amounts shall govern.
- 9.2. Discrepancies in the multiplication of estimated quantities, units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 9.3. All applicable discounts shall be included in the Bid Price for materials and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 9.4. Chain discounts are not acceptable and will not be considered in determining an award. Firm prices are to be quoted for the term of the Contract.
- 9.5. Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance, for a period of one hundred and twenty (120) calendar days from the date of Bid opening unless otherwise stated by the Owner.
- 9.6. The Bid price shall include all fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
- 9.7. For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

10. BID PROPOSAL FORM

- 10.1. The Bid Proposal Form is included herein (see Proposal).

10.2. Bid Proposal Forms must be completed in ink or typed. The Unit Price and Extended Value of each Bid Item on the form must be provided in numerals. All price proposal forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete Bid Proposal forms will be considered non-responsive.

10.3. Bid Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.4. All names must be typed or printed below the signature.

10.5. The Bid Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

10.6. The address, email address, and phone number to which communications regarding the Bid are to be directed must be shown.

11. BIDS TO REMAIN OPEN

11.1. All Bids shall remain open for one hundred and twenty (120) calendar days after the day sealed Bids are due.

12. INDEMNIFICATION

12.1. By submitting a Bid, Bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to supply materials and equipment under this Bid. This Bid in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

13. EQUAL OPPORTUNITY

13.1. The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

14. AUDIT RIGHTS

14.1. The Owner reserves the right to audit the records of the successful Bidder for the commodities to be furnished and delivered by this Bid at any time during the performance and term of the resulting Purchase Order and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Bid at any and all times during normal business hours during the term of the Procurement.

14.2. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this work and in furtherance thereof may demand and obtain records and testimony from the Supplier and its vendors and lower tier vendors. The Supplier understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Supplier or its vendors or lower tier vendors to fully cooperate with the Office of

Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this purchase order justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

15. CONFLICT OF INTEREST

- 15.1. The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

16. SPECIAL LEGAL REQUIREMENTS

16.1. PUBLIC RECORDS

- 16.1.1. This Bid and resulting Purchase Order 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.
- 16.1.2. A request to inspect or copy public records relating to a public agency's project 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 supplier of the request, and the supplier must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 16.1.3. If a supplier/vendor does not comply with the public agency's request for records, the public agency shall enforce the purchase order provisions in accordance with state law and the purchase order.
- 16.1.4. A supplier/vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 16.1.5. **IF THE SUPPLIER/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, JENNIFERM@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

16.2. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

- 16.2.1. The Town of Jupiter encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

16.3. CONE OF SILENCE, Sec. 2-355. Cone of Silence

- 16.3.1. Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- 16.3.1.1. Any person or person's representative seeking an award from such competitive solicitation; and
 - 16.3.1.2. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- 16.3.2. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- 16.3.3. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- 16.3.4. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- 16.3.5. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- 16.3.6. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- 16.3.7. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

End of General Instructions for Submitting a Bid

Bid Proposal

Bidding Company Name: Ferguson Waterworks

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Purchase Order to be entered into, as principals, are named herein; and that this Bid Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions for Submitting a Bid, Bid Proposal Form, Specifications, and other related Documents associated with this Bid Proposal, including Owner's Standard Purchase Order Terms and Conditions, and that Bidder has read all addenda associated with this Invitation for Bids issued prior to the opening of Bids; and that Bidder has fully examined the materials and equipment contemplated by this Bid and hereby agrees to furnish, unless otherwise provided, all implements, equipment, transportation, tools, materials, supplies, labor, documentation, and other things necessary to the prosecution and completion of the work, to wit:

Furnish and deliver two (2) Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring stations suited for warm climates, to be installed by Others in select areas of the Town of Jupiter's potable water distribution system for the purpose of optimizing maintenance flushing water volumes and to monitor water quality parameters such as pH, temperature, pressure, and total chlorine residual.

It is proposed that the materials and equipment described herein shall be furnished and delivered for the Unit Prices as follows, all in accordance with the requirements and provisions of the Bid Documents and resulting Purchase Order.

Bid Schedule of Values
Procurement of Water Distribution Flushing and Monitoring Stations (W2325A)

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
1	Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring station	EA	2	\$ <u>26,200.⁰⁰</u>	\$ <u>52,400.⁰⁰</u>
Total Bid Price: (Bid Item No. 1) =					\$ <u>52,400.⁰⁰</u>

Total Bid Price: (Item No. 1) In Words: Fifty Two Thousand Four Hundred

Note:

1. Bidder shall submit with his/her sealed Bid shop drawings for each of the materials and equipment proposed to be supplied as a result of this Bid, for Owners consideration during evaluation of bids received.
2. The Town of Jupiter is exempt from paying sales and use tax in the State of Florida. Bid pricing should not include sales and use tax for items purchased in Florida.
3. Bidder shall include delivery costs in the Unit Prices for the Bid.

Proposal (Continued)

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 1 (insert number) Addenda for this project.

The undersigned acknowledges that bid pricing includes delivery to the Town of Jupiter Utilities Field Operations offices located at 3133 Washington Street, Jupiter, FL 33458.

The undersigned has submitted with this Bid complete shop drawings for all items to be furnished as a result of this Bid.

The undersigned acknowledges that the Town of Jupiter is exempt from paying sales and use tax in the State of Florida and bid pricing does not include sales and use tax for those items purchased in Florida. The Town will provide their tax exemption certificate at the time the purchase order is issued.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the Bid, agrees to deliver the Items contemplated by the Bid without delay and upon receipt of a purchase order from the Town.

The undersigned acknowledges that payment will be made within 30 days of the Owner's receipt of the materials/equipment provided the materials/equipment are correct and in acceptable condition, at the Owner's sole discretion. The undersigned commits to furnish and deliver the materials/equipment contemplated and intended by the Bid Documents to the full satisfaction of Owner.

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The undersigned states that this Bid Proposal is the only proposal for this project in which Bidder is interested and certifies that all of the information provided in this Bid Proposal is true and correct.

SUBMITTAL DATE 4/15/2024

FIRM NAME Ferguson Enterprises, LLC dba. Ferguson Waterworks

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 54-1211771
(If the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

BUSINESS ADDRESS 3697 Interstate Park Rd. S, Riviera Beach, FL 33404

BUSINESS TELEPHONE 561-844-3222

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Rob Pinkston / Area Sales Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL rob.pinkston@ferguson.com

SIGNATURE OF RESPONSIBLE OFFICIAL *Rob Pinkston*

STATE OF INCORPORATION Virginia

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

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Technical Specifications

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Furnish Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring stations complete with all accessories, special tools, spare parts, mountings, anchor bolts and other appurtenances as specified herein, and as required for a complete and operating installation into existing potable water distribution system. Installation of the stations will be completed by Others and is not included in this Bid.

1.02 SUBMITTALS

- A. Shop drawings shall be provided with Bidders sealed Bid.
- B. Submit product literature and technical specification describing installation, operation and maintenance recommendations.

PART 2 – PRODUCTS

2.01 Kupferle Eclipse #9800i-WC-Solar intelligent flushing and monitoring station.

- A. Each station shall include the following features:

Subsection Description	Model # Subsection	Options	Descriptions
Model	1	9800i	Permanent i-series hydrant, with standard 2" automatic valve with a pressure rating of 220 psi and flow rate up to 200 gpm
Climate	2	WC	Warm climates
Power	3	24LIS_A	24 VDC, 20+ amp hour Lithium ion battery with pedestal mounted control enclosure w/ solar recharging panel mounted on top
Depth of bury	4	0	n/a
Communication	5	A	Cellular (RV50 gateway)
Backflow prevention	6	X	n/a
Pressure sensor	7	A	Analog 0-200 psi sensor
Sensors	8-11	A, C, D	Free chlorine, Total Chlorine, pH
Additional Options	Include dechlorination tablet feeder, 3 year wireless data plan for communication with gateway, and 1 each of the following parts for future calibration: Q32 Free Chlorine Electrolyte, Q32 Free Chlorine Probe Membrane, Q32 Total Chlorine Electrolyte, Q32 Total Chlorine Probe Membrane.		

PART 3 – EXECUTION

3.01 TESTING

- A. Manufacturer shall provide Owner with in-person training for recommended operation and maintenance of stations.

3.02 PAYMENT

- A. For payment terms refer to Appendix A – Purchase Order Standard Terms and Conditions.

- END OF SECTION -

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FEL - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone: 561-844-3222
Fax: 561-848-7001

Deliver To:
From: Kyle Butson
Comments:

10:34:16 APR 11 2024

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation
Phone: 561-844-3222
Fax: 561-848-7001

Bid No: B560147
Bid Date: 04/11/24
Quoted By: ESB

Cust Phone: 561-746-5134
Terms: NET 10TH PROX

Customer: TOWN OF JUPITER
17403 CENTRAL BLVD
JUPITER, FL 33458

Ship To: 17403 CENTRAL BOULEVARD
JUPITER, FL 33458-8814

Cust PO#:

Job Name: KUPFERLE FLUSHING STATIONS

Item	Description	Quantity	Net Price	UM	Total
SP-304272010400	9800 I-SERIES MONITOR & FLUSH STATN	2	26200.000	EA	52400.00
Net Total:					\$52400.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$52400.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1208&on=2606>

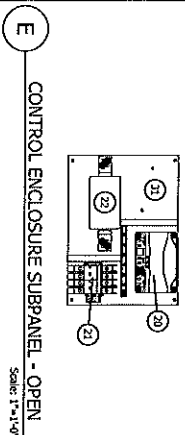
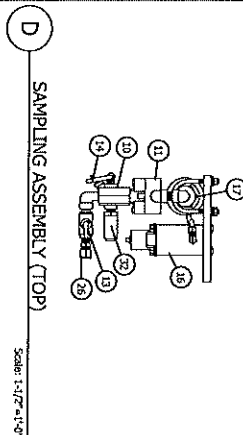
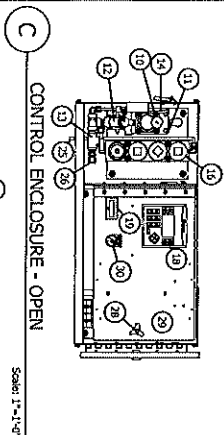
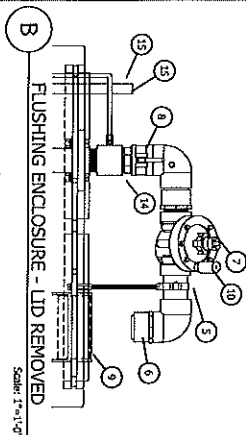
i-Series, 9800 Monitoring and Flushing Station, Warm Climate, 24 VDC 23 Amp Hour Lithium Ion Battery, 55W Solar, and Pedestal, DOB: STD 1', STD (Wireless Gateway, 3-year data plan, and Upgraded PLC), Siphon Dechlorination (part #X9869), Analog 0-200.0 PSI Pressure Sensor; Total Chlorine - M-NODE; pH - M-NODE

A

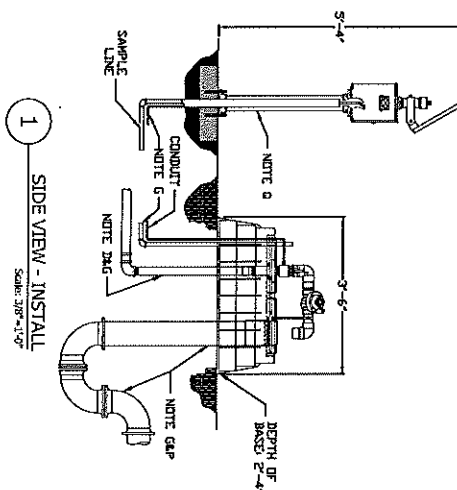
ENCLOSURES - CLOSED (FRONT)

2'-7"

1 2 3 4 5



DATE	ISSUED FOR	STATUS / REVISION
02/04/97	ISSUED FOR	



Intelligent Flushing Station (IFS) shall be installed in the following location(s)

A 2" stainless steel NUP inlet will lead vertically to the bottom of a 2" flushing valve. The flushing valve shall control the flow of water through the hydrant and its displacement with the extension and retraction of a DC flushing solenoid. The flushed water shall discharge to the 6" sewer pipe through a removable 2" screen shaper to reduce splashing of the water and allow removal of debris. Maintenance of the flushing valve shall be possible via a 2" stainless steel quick disconnect directly below the flushing valve.

A 3/8" copper inhibit solenoid (line shall be attached below the flush valve) and connected to a 1/4" NPT valve shall be attached to the 2" stainless steel quick disconnect directly below the flushing valve.

A 3/8" copper tubing sampling line shall be plumbed below the flushing valve and connect to a 1/4" ball valve to allow the flow of water into the sampling assembly. A Y-strainer shall be located immediately after the ball valve for maintenance purposes. From the Y-strainer, a sampling point with valve shall be provided to allow a dedicated sampling point. A sampling valve shall be included to control the flow of water through the IFS with the extension and retraction of a JCC located solenoid. Both solenoids shall have no loose parts when removed from their respective valves. The sampling valve shall control the flow of water to a pressure regulating valve (PRV) and through a node based flowcell that can house up to 4 plug-and-play sensors. As an upgrade, a second flowcell, increasing the number of available sensor ports to 8, shall be added to the right of the primary flowcell and fitting out the appropriate sensors in the Product Ordering Guide for subsections 12.5.1. The node based Modbus sensor(s) shall be serially (RS-485) connected to a hub and then to the P.L.C. The specified chlorine sensor shall be amperometric using a membrane sensor which measures chlorine directly without the use of reagents. From the node based flowcell, the water will pump away through 1/4" plastic tubing out of the top of the flowcell and empty into the 6" sewer pipe. The sample used for water quality monitoring shall not be altered by adding any chemicals or reagents to the sample stream.

The IFIS will be installed on the water lines monitored above shall use a PLC to control the intelligent blow-off of water to maintain chlorine residual levels while collecting data. local data tables (viewable at the site) and/or a removable micro SD card in a CSV file (removable and viewable in Excel). The IFIS shall have the capability to monitor either the combined, and/or total chlorine levels in a water distribution system. The unit shall also allow the user to manually flush water from the line with the simple push of a button, allow a maximum of 8 intelligent sampling times per day, have a max flush length per sampling time, and allow the user to program the minimum and desired chlorine levels.

Only smart, sophisticated users can use a cellular wireless LAN. A wireless gateway commissioned with an active 4G or 3G data card on a WLAN router through the customer's cellular carrier (Sprint, Verizon, AT&T, etc.). The RV50 shall forward the information from the PLC to the cellular network where it may be controlled and/or accessed by the customer on a device (smart phone, tablet, laptop, existing SCADA system, etc.) that can connect to the internet. Firewalls and security to be coordinated between Knapfield and the end user.

The I/O shall be enclosed in a lockable UV resistant enclosure. The control enclosure and pedestal shall be swing open to allow for maintenance, data retrieval, and/or manual battery charging if required. The solar panel shall mount on top of the control enclosure and shall be hardware (directed southwest when installed) and be positioned to provide for maximum solar hours. The pedestal of the unit can be buried or mounted on a concrete pad. Mounting hardware will not be included less the concrete grade. Photovoltaic solar panel shall provide 2.4 V Lithium Ion with 20+ Amp Hours of available power and shall include a battery capacity gauge for easy indication of the battery charge. Photovoltaic solar panel shall provide 55 Watts of charging power to the battery through a charge controller. Two 2 pole 10 Amp circuit breakers shall be used to allow disconnection of the photovoltaic solar panel and the battery. The solar package is intended for all Kryptic components as needed. If the byrants is upgraded to include communications for SCADA, other than the NV50 option, Kryptic should be contacted regarding the electrical load intended to be powered off the solar package.

Customer shall run the necessary conduit and sampling line between the IFS and solar package in accordance with all national and electrical codes. Connection wires and tubing not included.

Unit model # shall be 98001-WC-24LS_A-0-X-*.*** with *'s specified in accordance with the product ordering guide as manufactured by Kupferle Foundry Company, St. Louis MO, or approved equal.

[illegible]

GENERAL SYSTEM REQUIREMENTS	
1. APPLICATION	SEWERAGE
2. COMMUNICATION	TELEPHONE
3. CONNECTION	TELEPHONE
OTHER SYSTEM REQUIREMENTS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
3. MAINTENANCE	MANHOLE RINGS
WATER TREATMENT SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
ELECTRICAL SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
PLUMBING SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
OTHER SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
PAVING SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
LANDSCAPING SPECIFICATIONS	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
TOTAL PRICE	
1. MATERIALS	MANHOLE RINGS
2. INSTALLATION	MANHOLE RINGS
TOTAL PRICE	

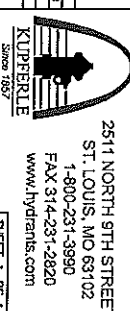
OTHER SPECIFICATIONS AVAILABLE UPON REQUEST

[illegible]

NOTES
1. NOT ALL VIBES AND PIPING SHOWN FOR CLARITY PURPOSES.
2. PVC SLEEVE TO BE INSTALLED AROUND PIPING.
3. ITEM TO BE PROVIDED BY OTHERS.
4. EXPANDING STEAM FIRM INSULATION TO BE SPACED UNDER THE ENCLOSURE AFTER INSTALLATION.
5. REPEATED RECOMMENDS THE INSTALLATION OF A 4" DASH P-1042
6. CONSULT UP TO ENCLOSURE TO GO DOWN TO A DEPTH OF 18" BELOW GRADE PER NEC ARTICLE 300.5

#98001-VC-24LIS_A SPEC SHEET

INITIALS	DATE
JRG	10/31/88
APPROVED	DCL
MODIFIED	8/16/19
SHEET SIZE	SCALE
B (11x17)	VARIET



Eclipse i-Series #9800i-WC-24LIS_A



ECLIPSE
i-series



Intelligent Monitoring
and Flushing Station
for Warm Climates

Standard Features

- Scalable design to accommodate up to 8 sensors plus temperature and pressure
- Utilizes a Programmable Logic Controller (PLC) including an easy to use local touchscreen HMI
- Amperometric chlorine sensor (reagentless), for direct monitoring without altering sample stream
- Data collection of all water quality and flushing data, stored locally
- Captures all water quality and flushing data on micro SD and is SCADA compatible
- RV50 Wireless Gateway standard, allowing remote communication via SCADA, apps, etc.
- Comes standard with 2 micro-SD cards / 2 adapters for manual data retrieval
- On-site training and commissioning included in purchase

Available Sensors:

- | | | |
|---------------------|--------------------|---------------------|
| • Free Chlorine | • Turbidity | • Fluoride |
| • Combined Chlorine | • ORP | • Others on request |
| • Total Chlorine | • Dissolved Oxygen | |
| • Pressure | • Conductivity | |

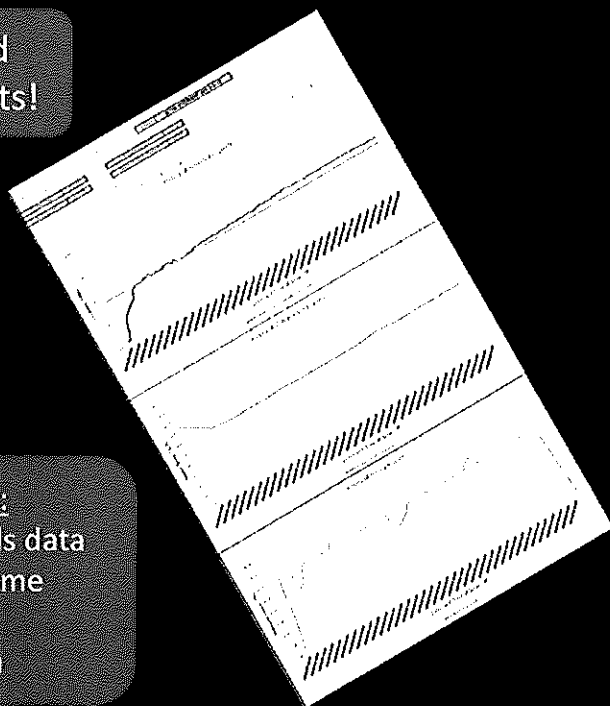
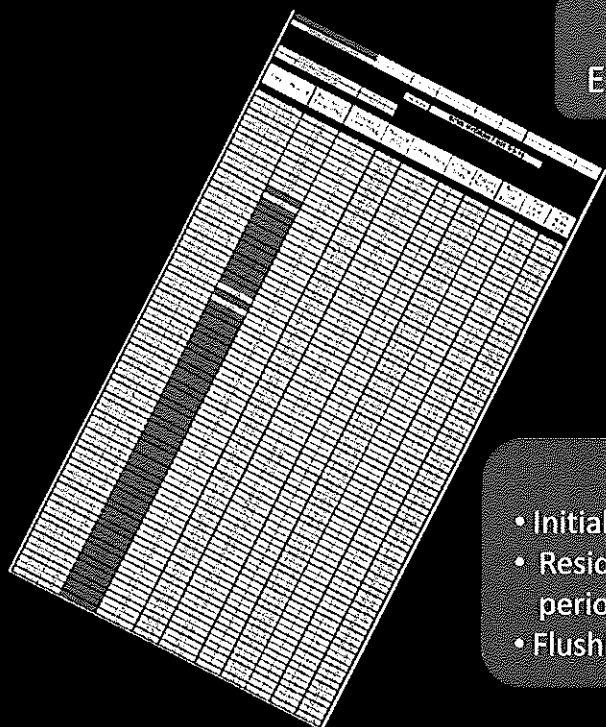
Model Specific Features

- Solar powered permanent intelligent flusher
- Monitors and flushes (up to 200 gpm) to maintain programmable water quality goals
- Provides flushing summaries and data logs for maximized efficiency
- Below grade 2" MIP connection with 6" discharge (field, storm, sewer)
- Stand alone turnkey design is ideal for sites where solar is an option
- Power (solar recharging 24 VDC lithium ion battery package) included
- Lockable UV resistant flushing enclosure / locking powder-coated control pedestal RV50

Pre-formatted
Excel worksheets!

Graphic Displays:

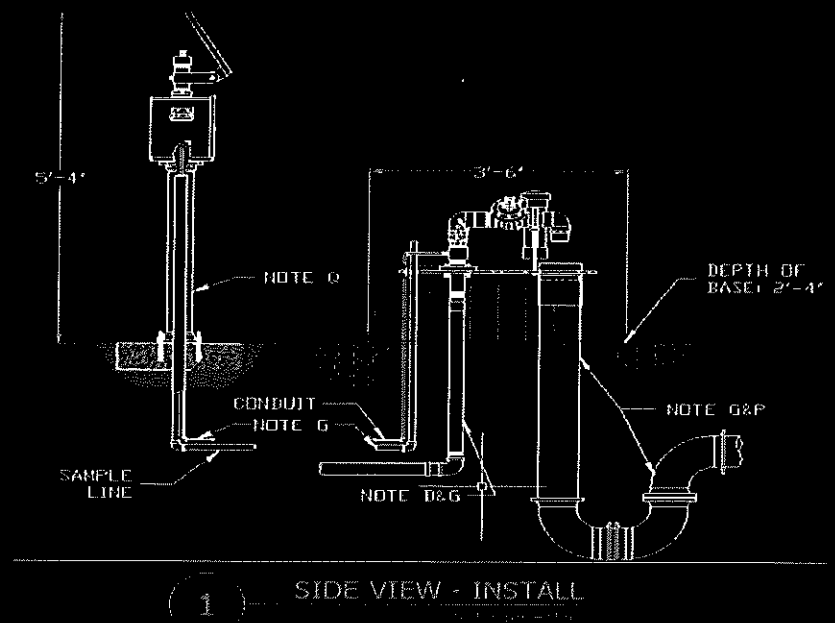
- Initial vs. final residuals data
- Residual levels over time period
- Flushing duration data



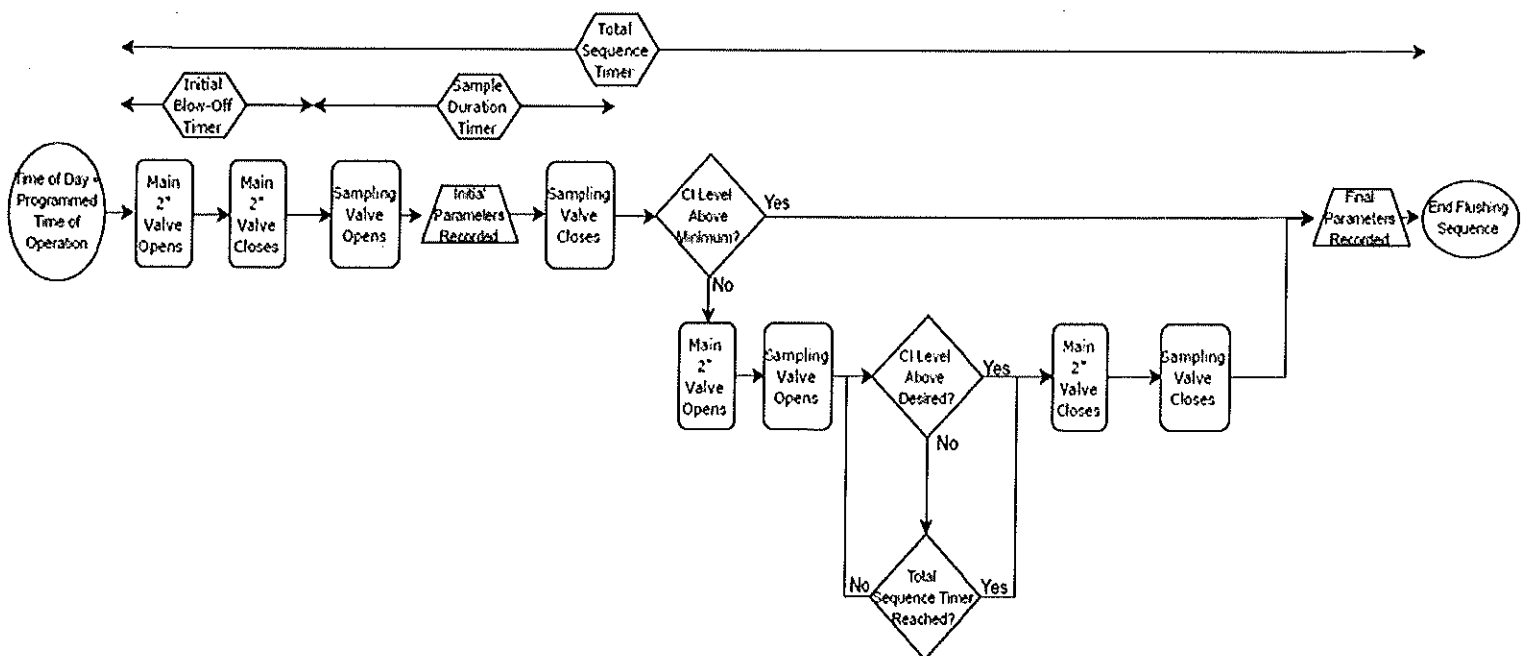
By implementing analytical sensors into traditional flushing applications, Kupferle's Eclipse i-Series Intelligent Product Line can provide the valuable data required to allow a distribution system to function more efficiently. With the ability to program and maintain water quality parameter(s), such as chlorine residual, utilities can identify troublesome or concerning water quality issues, such as water aging, and utilize flushing to help remedy the situation. Efficiency is increased and taken to the next

level, when the i-series products flush the water line based on specific user defined water quality parameters. At the same time, during this process the intelligent products provide further clarity as to what parameters should and can be met.

By implementing PLCs and wireless gateways into the design of these products Kupferle has developed an open-ended platform that allows users to tie into existing SCADA systems, set up a dedicated distribution SCADA system, automate report generation, or just manually retrieve data from the site using micro SD cards.

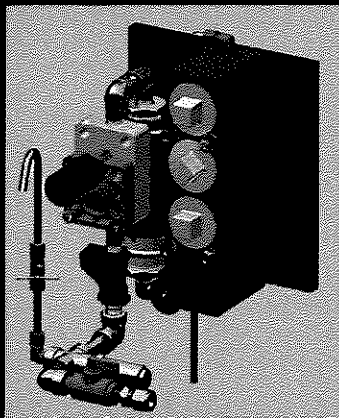


How Does It Work?



ECLIPSE
Intelligent

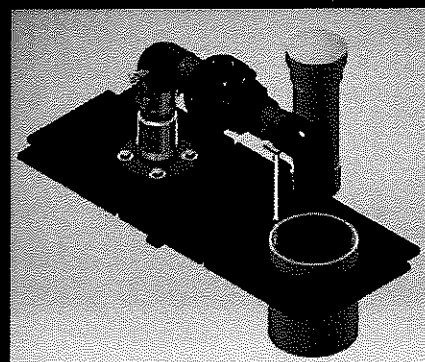
Eclipse i-Series



Sampling Assembly



Control & Power Enclosure



Flushing Valve Assembly

i-SERIES PRODUCT ORDERING GUIDE

MODEL #	9800i	-	WC	-	24LIS_A	-	0	-	*	-	X	-	*	-	* * * *			
SUBSECTION	1		2		3		4		5		6		7		8	9	10	11
MODEL SHOWN IN VIEW 1: 9800i-WC-24LIS_A-0-A-X-A-AD																		
SUBSECTION DESCRIPTION	MODEL # SUBSECTION				OPTIONS				DESCRIPTIONS									
MODEL	1				9800i				PERMANENT i-SERIES HYDRANT									
CLIMATE	2				WC				WARM CLIMATES									
POWER	3				24LIS_A				24 VDC, 20+ AMP HOUR LITHIUM ION BATTERY WITH PEDESTAL MOUNTED CONTROL ENCLOSURE w/ SOLAR RECHARGING PANEL MOUNTED ON TOP									
DEPTH OF BURY	4				0				N/A									
COMMUNICATION	5				X				NONE									
					A				CELLULAR (RV50 GATEWAY)									
					B				ALARM INDICATION LIGHT									
					C				ETHERNET CARD ADDED									
					D				SECOND SERIAL CARD ADDED									
BUILD OPTIONS	6				X				STANDARD									
					7				DECHLORINATION TABLET FEEDER									
PRESSURE SENSOR	7				X				NONE									
					A				ANALOG 0-200.0 PSI SENSOR									
CHOOSE UP TO 4 SENSORS FOR SUBSECTIONS 8-11. LEAVE UNUSED SUBSECTIONS BLANK.																		
SENSORS	8 - SENSOR #1				A - FREE CHLORINE				H - DISSOLVED OXYGEN									
	9 - SENSOR #2				B - COMBINED CHLORINE				I - FLUORIDE									
	10 - SENSOR #3				C - TOTAL CHLORINE				J - DISSOLVED OZONE									
	11 - SENSOR #4				D - pH				K - CHLORINE DIOXIDE									
	12 : 15 - ADDITIONAL SENSORS #5 : #8				E - TURBIDITY				L - PERACETIC ACID									
					F - ORP				M - HYDROGEN PEROXIDE									
					G - CONDUCTIVITY				X - CUSTOM (CALL)									
PLEASE SEE CUT SHEET FOR UPGRADES AND AVAILABLE OPTIONS																		

Eclipse i-Series #9800i-WC-24LIS_A



The Intelligent Solution for Water Distribution Systems™
ECLIPSE
i series



Intelligent Monitoring
and Flushing Station
for Warm Climates

Standard Features

- Scalable design to accommodate up to 8 sensors plus temperature and pressure
- Utilizes a Programmable Logic Controller (PLC) including an easy to use local touchscreen HMI
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- Data collection of all water quality and flushing data, stored locally
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- RV50 Wireless Gateway standard, allowing remote communication via SCADA, apps, etc.
- Comes standard with 2 micro-SD cards / 2 adapters for manual data retrieval
- On-site training and commissioning included in purchase

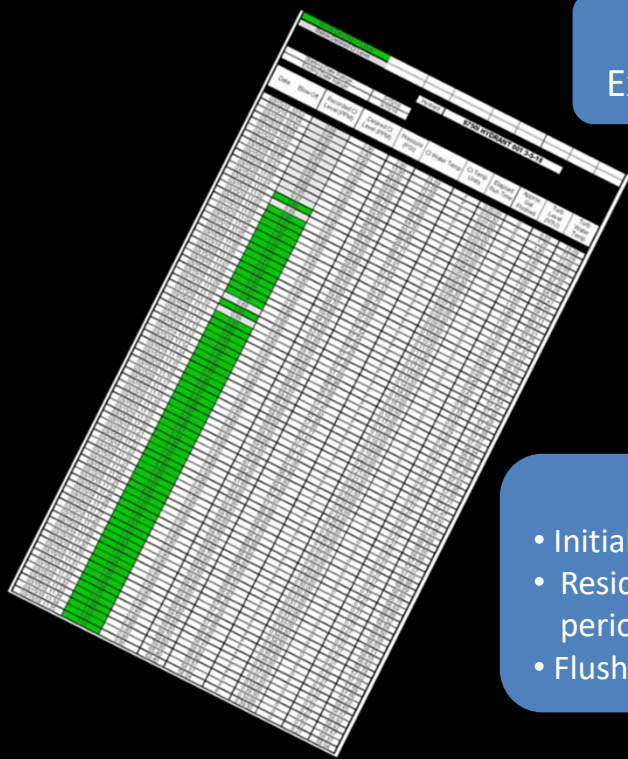
Available Sensors:

- | | | |
|---------------------|--------------------|---------------------|
| • Free Chlorine | • Turbidity | • Fluoride |
| • Combined Chlorine | • ORP | • Others on request |
| • Total Chlorine | • Dissolved Oxygen | |
| • Pressure | • Conductivity | |

Model Specific Features

- Solar powered permanent intelligent flusher
- Monitors and flushes (up to 200 gpm) to maintain programmable water quality goals
- Provides flushing summaries and data logs for maximized efficiency
- Below grade 2" MIP connection with 6" discharge (field, storm, sewer)
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Pre-formatted
Excel worksheets!



Graphic Displays:

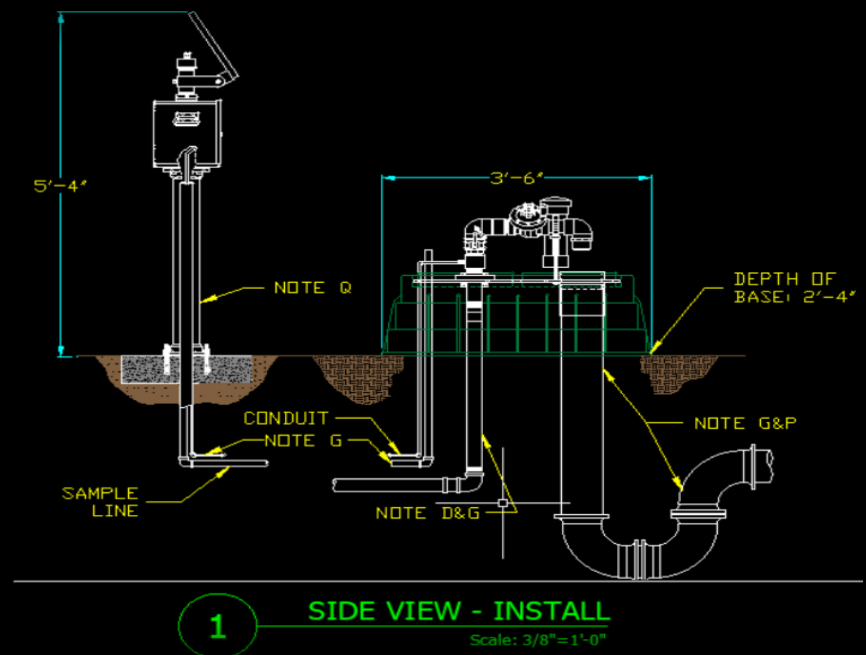
- Initial vs. final residuals data
- Residual levels over time period
- Flushing duration data



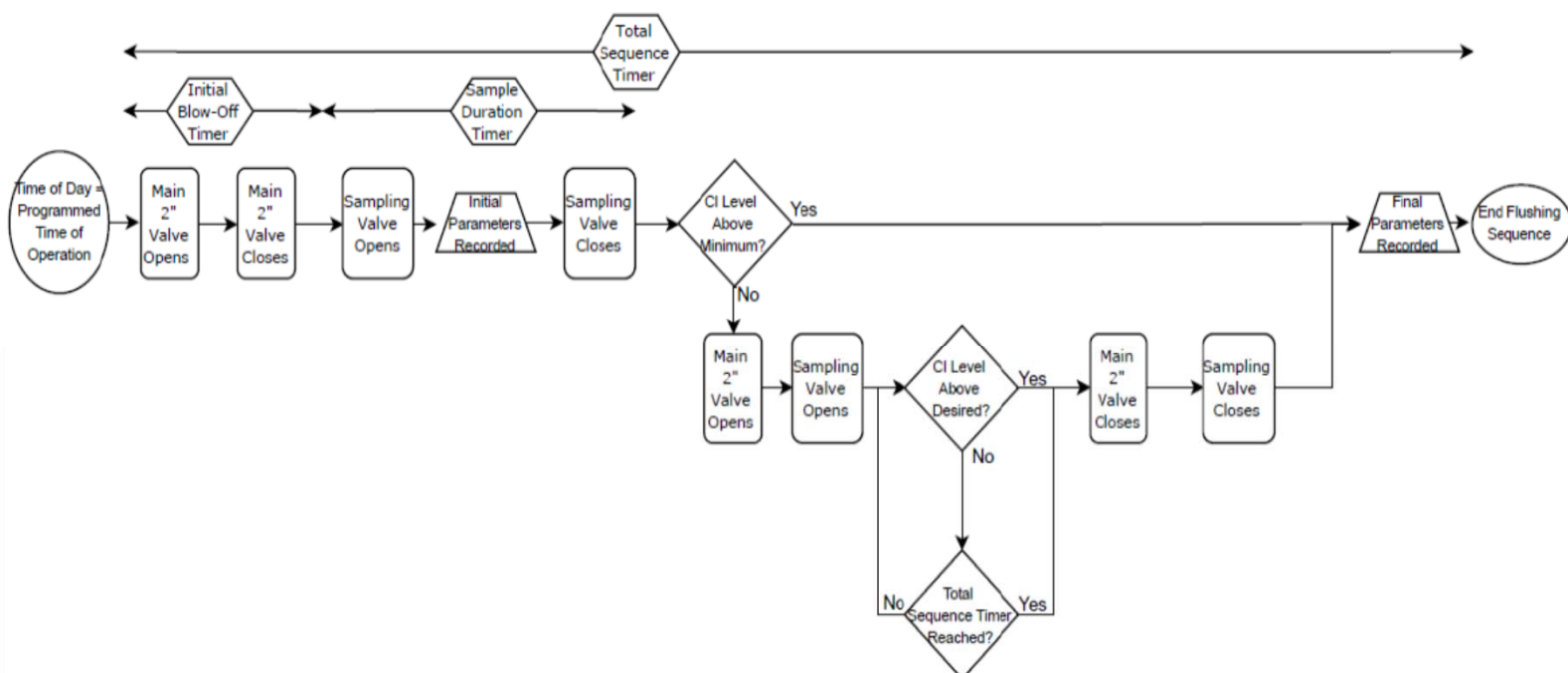
By implementing analytical sensors into traditional flushing applications, **Kupferle's Eclipse i-Series Intelligent Product Line** can provide the valuable data required to allow a distribution system to function more efficiently. With the ability to program and maintain water quality parameter(s), such as chlorine residual, utilities can identify troublesome or concerning water quality issues, such as water aging, and utilize flushing to help remedy the situation. Efficiency is increased and taken to the next

level, when the **i-series products** flush the water line based on specific user defined water quality parameters. At the same time, during this process the intelligent products provide further clarity as to what parameters should and can be met.

By implementing PLCs and wireless gateways into the design of these products Kupferle has developed an open-ended platform that allows users to tie into existing SCADA systems, set up a dedicated distribution SCADA system, automate report generation, or just manually retrieve data from the site using micro SD cards.



How Does It Work?

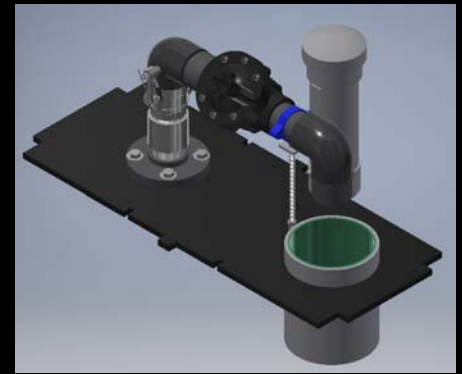




Sampling Assembly



Control & Power Enclosure



Flushing Valve Assembly

i-SERIES PRODUCT ORDERING GUIDE

MODEL#	9800i	-	WC	-	24LIS_A	-	0	-	*	-	X	-	*	-	* * * *			
SUBSECTION	1		2		3		4		5		6		7		8	9	10	11
MODEL SHOWN IN VIEW 1: 9800i-WC-24LIS_A-0-A-X-A-AD																		
SUBSECTION DESCRIPTION		MODEL # SUBSECTION				OPTIONS				DESCRIPTIONS								
MODEL		1				9800i				PERMANENT i-SERIES HYDRANT								
CLIMATE		2				WC				WARM CLIMATES								
POWER		3				24LIS_A				24 VDC, 20+ AMP HOUR LITHIUM ION BATTERY WITH PEDESTAL MOUNTED CONTROL ENCLOSURE w/ SOLAR RECHARGING PANEL MOUNTED ON TOP								
DEPTH OF BURY		4				0				N/A								
COMMUNICATION		5				X				NONE								
						A				CELLULAR (RV50 GATEWAY)								
						B				ALARM INDICATION LIGHT								
						C				ETHERNET CARD ADDED								
						D				SECOND SERIAL CARD ADDED								
BUILD OPTIONS		6				X				STANDARD								
						7				DECHLORINATION TABLET FEEDER								
PRESSURE SENSOR		7				X				NONE								
						A				ANALOG 0-200.0 PSI SENSOR								
CHOOSE UP TO 4 SENSORS FOR SUBSECTIONS 8-11. LEAVE UNUSED SUBSECTIONS BLANK.																		
SENSORS		8 - SENSOR #1				A - FREE CHLORINE				H - DISSOLVED OXYGEN								
		9 - SENSOR #2				B - COMBINED CHLORINE				I - FLUORIDE								
		10 - SENSOR #3				C - TOTAL CHLORINE				J - DISSOLVED OZONE								
		11 - SENSOR #4				D - pH				K - CHLORINE DIOXIDE								
		12 : 15 - ADDITIONAL SENSORS #5 : #8				E - TURBIDITY				L - PERACETIC ACID								
						F - ORP				M - HYDROGEN PEROXIDE								
						G - CONDUCTIVITY				X - CUSTOM (CALL)								
PLEASE SEE CUT SHEET FOR UPGRADES AND AVAILABLE OPTIONS																		

TOWN OF JUPITER
Police Department Vehicle Replacement



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	Police Department Vehicle Replacement

EXECUTIVE SUMMARY

Staff recommends that Town Council approve the purchase of one police vehicle in the total amount of \$63,676.00, including a contingency.

Following two separate crashes, a 2020 Toyota Camry and a 2017 Nissan Altima were determined to be total losses by the insurance adjuster, creating the immediate need for replacement. These vehicles would not normally have met the criteria of age and mileage to qualify for replacement. There are funds remaining in the Police Department Vehicle Replacement CIP totaling \$76,347.03, which may be used to replace one of the two total losses. The replacement vehicle is currently on the dealer's lot and is the only one available with features fitting the needs of the police department.

ANALYSIS

Each component of the vehicle purchase will be as follows:

- The base vehicle will be purchased under the 2024 Florida Sheriffs Association (FSA) State Cooperative Bid No. FSA 23-VEL31.0, which is effective from 10/1/2023 through 9/30/2024. The FSA follows a detailed competitive bidding process and includes pursuit-rated vehicles. A copy of the Notice of Final Award with pricing is attached to this executive summary.
- The outfitting of the vehicle with necessary lighting/equipment will be through a contract between the Town of Jupiter and Shyft Group Upfit Services, Inc. (DBA Strobes-R-Us) based upon Broward Sheriff's Office Bid 23004AP. The contract, which is effective through 6/8/2026, was approved by the Town Council on 12/19/2023.
- Communications International (Ci), FKA Citation Communications, will remove/reinstall the radio from one of the crashed vehicles. Ci offers these products/services under Contract 22-150 (two-way radios, related equipment, and installation services) awarded in response to RFP 21-21 through the Washington County Florida School Board. Contract 22-150 is effective from 9/14/2021 through 9/13/2024. Section 11C of the RFP extends the same pricing, terms, and conditions to local government entities.
- Vehicle license, registration, and confidential tags have also been included.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. 2024 Nissan Vehicle Cost and FSA Award Letter

FUNDING SOURCE

Approved in Budget	\$63,676.00	Sources: Police Vehicle Replacement CIP
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Chief David England at 0909@jupiter.fl.us.

2024 Nissan Armada 2 WD

Replacement Vehicle Due to Crash

Item Description	Cost per Vehicle	Quantity	Extended Cost
2024 Nissan Armada SV 4x2	\$ 53,990.82	1	\$ 53,990.82
Shyft Group Upfit Services dba Strobes-R-Us (Light Package, etc. Does not include vault.)	\$ 7,589.90	1	\$ 7,589.90
Communications International:			
Radio Removal	\$ 108.00	1	\$ 108.00
Radio Reinstall	\$ 853.08	1	\$ 853.08
Graphics	\$ -	1	\$ -
Window Tint	\$ -	1	\$ -
Stop Stick, Ltd.: Stop Sticks including shipping	\$ -	1	\$ -
Registration and Title, Confidential Tag	\$ 134.00	1	\$ 134.00
TOTAL		1	\$ 62,675.80
Contingency			\$ 1,000.00
GRAND TOTAL			\$ 63,675.80

FLORIDA SHERIFFS ASSOC CONTRACT

Terry Taylor's DELAND NISSAN Inc.
2600 SOUTH WOODLAND BLVD
DELAND, FL 32720
Ph: 386-734-3003
Fax: 386-734-5743
Cell 386-801-4187

Attention: Angela M. Dean**To:** Jupiter Police Department**Phone #:** 561-741-2436**Fax #:** 561-748-2671**Re:** Nissan Armada 2 WD**E-mail:** Angela Dean <1160@jupiter.fl.us>**Bid #:** FSA23-VEL31.0**Item:** #223**District:** Southern**Model #:** 26114**From:** Howard Williams**E-mail:** howardwilliams@cfl.rr.com**Pages:** 1**Date:** 4/26/2024

Order Code	Description	Price
Base	Full Size 4-Door Utility Vehicle Nissan 2 WD Armada SV	\$ 51,742.00
Spec # 223	Armada SV 4x2 Model 26314 5.6-liter Direct Injection Gasoline (DIG) DOHC 32-valve V8 engine with 400 hp and 413 lb-ft of torque; Nissan Safety Shield® 360 , NissanConnect® 12.3" color touch screen display , Wireless Apple CarPlay® integration;	INC
L92	Carpeted Floor Mats (3 Row)- Bench Seat All models	\$ 382.00
M92	Cargo Package, Cargo Area Protector, Cargo Net, First Aid Kit SV	\$ 225.00
E10	Special Paint - Pearl White All models	\$ 392.00
Surcharge	2% Out of Retail inventory surcharge Factory options only	\$ 1,054.82
Tint	Rear windows factory deep tint: DEALER dark tint 2 front windows and Visor strip on windshield	\$ 195.00
DIO	Additional Factory options not listed will be discounted 2%; additional Dealer options will be discounted 10% from Retail price. Any surcharges will be itemized and passed on at cost;	INC

Total Vehicle Quote:	\$ 53,990.82
-----------------------------	---------------------



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Florida Sheriffs Association (FSA) has completed its 31st year of the cooperative purchasing pursuit, administrative, and other vehicles contract. **FSA is issuing the Notice of Final Award for contract FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles that will be effective from October 1, 2023, through September 30, 2024.** This year's bid included 216 items. The contract will offer pursuit rated vehicles, administrative sedans, pickup trucks, electric vehicles, cargo and passenger vans, electric bikes, motorcycles, and other light and midsize vehicles.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 51 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 19 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

Bid Award

Contract: FSA23-VEL31.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 223, Nissan, Armada SV 4X2, 26114

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor’s DeLand Nissan, Inc.	\$51,812.00	Build	Options
Northern	Primary	Terry Taylor’s DeLand Nissan, Inc.	\$51,712.00	Build	Options
Central	Primary	Terry Taylor’s DeLand Nissan, Inc.	\$51,732.00	Build	Options
Southern	Primary	Terry Taylor’s DeLand Nissan, Inc.	\$51,742.00	Build	Options

TOWN OF JUPITER
Purchase Order for New Vehicles for Public Works in the amount of \$234,780



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Purchase Order for New Vehicles for Public Works in the amount of \$234,780

EXECUTIVE SUMMARY

Town staff is requesting approval to purchase two (2) new vehicles with an anticipated total purchase price of \$234,780, utilizing the City of Tallahassee Agreement Number 5179, for New Municipal Vehicles, under the effective Initial Term of January 13, 2022 through January 13, 2025.

The vehicles included in this request for approval were budgeted in the Town's fiscal years (FY) 2023 and 2024 operating budget and include the following:

- Replacement of 2008 Ford F550 Bucket Truck
- Replacement of 2005 Ford F350 Traffic Control (MOT) Truck

Vehicles details are provided in Attachment 1, New & Replacement Vehicle Purchase Summary.

Vehicles scheduled for replacement meet the Town's vehicle replacement criteria, being in fair to poor condition, accruing over 100,000 total miles, and/or being greater than ten years old.

All existing vehicles will be decommissioned and sold at auction in accordance with the Town's purchasing policy.

Specifications for each vehicle included in this purchase request are provided in Attachment 2, New Vehicle Quotes. In both cases, consideration was given to the use of electrically powered vehicles. However, given the intended use for the new vehicles, specifying electric vehicles is not feasible due to the heavy-duty payload and towing capacity requirements, off-road driving capability, and/or suitability for emergency use in flooded areas, hurricanes, or other such emergency conditions.

The total quoted costs for all vehicles included in this request is \$234,780 while the total available budget from all sources is \$262,716 as illustrated in Attachment 1.

ANALYSIS

The City of Tallahassee Agreement No. 5179 for New Municipal Vehicles, with an effective Initial Term of January 13, 2022 through January 13, 2025 was competitively bid and contains provisions for other public entities to make vehicle purchases under their Agreement. Price

quotes utilizing the City of Tallahassee's Agreement for two (2) new Town vehicles for Engineering/Public Works, have been obtained. Engineering and Public Works Department funding is available in the respective FY2023 carry-over and FY2024 operating budgets.

Provided Town Council authorizes the purchase of the vehicles included in this request, a purchase order will immediately be issued to procure the vehicles.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. New & Replacement Vehicle Purchase Summary
2. New Vehicle Quotes
3. City of Tallahassee Agreement 5179 for Municipal Vehicles

FUNDING SOURCE

X	Approved in Budget		Sources:
		\$162,716	Carry-over - Eng/PW FY24 Ops Budget Accts. 00132141-564000
		<u>\$100,000</u>	Eng/PW FY24 Ops Budget Accts. 00132341-564000
		\$262,716	Total Approved in Budget

For more information or to request attachments, please contact Johann Lopez at johannl@jupiter.fl.us or 561-741-2449.

**ATTACHMENT 1
NEW & REPLACEMENT VEHICLE SUMMARY**

Cost Center	Fleet ID	Existing Vehicle Description	Existing Vehicle Odometer (miles)	Existing Vehicle Age (Yrs)	New Vehicle Description	Budgeted Year	Current Available in Vehicle Budget	New Vehicle Quote Cost	Budget Shortfall or Suplus	Contingency (10%)	Total Budget Need w/Contingency	Budget Shortfall w/Contingency
Public Works	M53	2005 Ford F350 Super Duty	115,433	19	2024 Ford F350 Regular Cab MOT Truck	FY24	\$100,000.00	\$68,886.00	\$31,114.00			
Public Works	M58	2008 Ford F550 Bucket Truck	69,000	16	2023 Ford F550 Crew Cab Bucket Truck	FY24	\$162,716.00	\$165,894.00	(\$3,178.00)			
						Subtotal	\$262,716.00	\$234,780.00	\$27,936.00	\$0.00	\$234,780.00	\$0.00
						Total	\$262,716.00	\$234,780.00	\$27,936.00	\$0.00	\$234,780.00	\$0.00



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	54022-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
4/17/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
4/22/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	JOHANN LOPEZ		EMAIL	JohannL@jupiter.fl.us
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	F3G 640A	MSRP	\$51,440.00
2024 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 84" CA 169" WB			
CUSTOMER ID	CONE TRUCK option 2	GOVERNMENT PRICE	\$48,926.00

BED LENGTH	84" CA
------------	--------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$315.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
872	Rear View Camera & Prep Kit	\$410.00
91S	Amber 360-Degree Dual Beacon LED Warning Strokes	\$645.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	\$0.00
X4L	Limited Slip w/4.30 Axle Ratio	\$380.00
PW PL	Power Windows & Locks (Incl)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,750.00
K FLAT12	Knapheide 12' DRW flat bed with 40" bulkhead, with stake sides, & screened window and ICC bumper req's 84" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$7,580.00
K 14 FIXED	14" FIXED SIDES, & SIDE PANEL ASSY GC-125 BLK,		\$3,000.00
K MAXO	C2-92-1650 TP41+6"RAMP, 1600 CAP STAKE BED STEEL		\$5,410.00
K BUMP	BUMPER RECEIVER HITCH FLAT BED, 4/7 WAY PLUG,		\$960.00
HD SOB-11-FLAT	HD Scorpion spray on bed liner applied to surface of 11' & 12' flat bed.		\$1,015.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
		AFTERMARKET OPTIONS	\$18,210.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

TRADE IN	TOTAL COST	\$68,886.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	\$68,886.00

Estimated Annual payments for 60 months paid in advance: \$15,427.63
Municipal finance for any essential use vehicle, requires lender approval, WAC.

CommentsQUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BYASHLEE WILSONGOVERNMENT ACCOUNT MANAGERAshlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA MSRP:\$49,545.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F3G	[Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA	\$49,545.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$320.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
640A	Order Code 640A	\$0.00

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Data Version: 22158. Data Updated: Apr 8, 2024 6:42:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

64K	Wheels: 17" Argent Painted Steel	\$0.00
872	Rear View Camera & Prep Kit	\$415.00
91S	Amber 360-Degree Dual Beacon LED Warning Strobes	\$650.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	\$0.00
X4L	Limited Slip w/4.30 Axle Ratio	\$385.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$51,315.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$53,310.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Data Version: 22158. Data Updated: Apr 8, 2024 6:42:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	7960# Maximum Payload
	GVWR: 14,000 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Rolls
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
	Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Exterior

- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cab Clearance Lights
- Perimeter/Approach Lights

Entertainment

- AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Streaming Audio
- Fixed Antenna
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- FordPass Connect 5G Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Interior	
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Front Center Armrest w/Storage
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Lane Departure Warning

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	5971 lbs	Gross Axle Wt Rating - Front	4550 lbs
Gross Axle Wt Rating - Rear	10300 lbs	Curb Weight - Front	3376 lbs
Curb Weight - Rear	2595 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1174.00 lbs
Reserve Axle Capacity - Rear	7705.00 lbs	As Spec'd Curb Weight	5971.00 lbs
As Spec'd Payload	8029.00 lbs	Maximum Payload Capacity	8029.00 lbs
Gross Combined Wt Rating	27500 lbs	Gross Axle Weight Rating	14850.00 lbs
Curb Weight	5971.00 lbs	Reserve Axle Capacity	8879.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	17500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1750 lbs
Fifth Wheel Hitch - Max Trailer Wt.	20000 lbs	Fifth Wheel Hitch - Max Tongue Wt.	5000 lbs
Maximum Trailering Capacity	17500 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	4550 lbs	Spring Capacity - Rear	10300 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	5300 lbs	Axle Capacity - Rear	10300 lbs

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Chassis

Suspension

Axle Ratio (:1) - Front	4.30	Axle Ratio (:1) - Rear	4.30
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TD8	Rear Tire Order Code	TD8
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity	5820 lbs	Rear Tire Capacity	11640 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 6.5 in	Rear Wheel Size	17 X 6.5 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 169" WB 84" CA (Complete)

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	169 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	254.8 in
Width, Max w/o mirrors	80 in	Height, Overall	79.2 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	84 in
Cab to End of Frame	131.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.1 in
Ground Clearance, Front	8.4 in	Ground Clearance, Rear	8.4 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	54206-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
4/24/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
5/3/2024

REQUESTING AGENCY	JUPITER, TOWN OF			
CONTACT PERSON	JOHANN LOPEZ	EMAIL	JohannL@jupiter.fl.us	
PHONE	561-741-2449	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2023 CITY OF TALLAHASSEE

MODEL	W5H 660A	MSRP	\$72,385.00
2023 FORD F-550 CREW CAB CHASSIS DRW 4WD XL 60"CA 179" WB DIESEL			

CUSTOMER ID	GOVERNMENT PRICE	\$61,377.00
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BED LENGTH	60" CA
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,990.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
41H	OPTIONS Engine Block Heater	\$95.00
53S	High Capacity Trailer Tow Package	\$575.00
660A	Order Code 660A	\$0.00
67E	250 Amp Alternator	\$0.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR	\$280.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,150.00
TGM	Tires: 225/70Rx19.5G BSW Traction	\$185.00
X4L	Limited Slip w/4.30 Axle Ratio	\$390.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$12,665.00
ETI ETC37IH	PALFINGER ARIEL DEVICE W/ 41' 9" WORKING HEIGHT (per attached specs)		\$91,607.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00

AFTERMARKET OPTIONS	\$91,852.00
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TRADE IN	TOTAL COST	\$165,894.00
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YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)	QTY	1	\$165,894.00
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Estimated Annual payments for 60 months paid in advance: \$37,153.43
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



QUOTATION

Quote ID: SB0139

Page 1 of 7

Customer: Alan Jay Fleet
5330 US Hwy 27 South
Sebring XX 33870

	QTY	DESCRIPTION
	1	2023 Chassis
	1	Work Ready ETC37IH Ford F550 60CA 4x4 Darkhorse Body ETC Series Combination: Articulated / Telescopic Shear Ball Rotation Bearing Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals ETC37IH 41' 9" Working Height 36' 9" Ground to Bottom of Bucket 28' Side Reach with End Mount Bucket Continuous Rotation Fiberglass Inner Boom Hoses Inside Boom Are Contained in a Cat Trac
	1	FORD F550 TRUCK CHASSIS Crew Cab 4X4 19500 lb. GVWR 60" Cab To Axle 6.7L Diesel Engine 10 Speed Automatic Transmission with PTO opening 225/70RX19.5 Max Traction Tires Rear Fuel Tank Painted Oxford White AM/FM Stereo Radio Air Conditioning Engine Block Heater Extra Heavy front suspension package, Order code 67P Limited slip rear axle 6 Upfitter Switches Exhaust Extended to Edge of Body
	1	2023+ Ford Superduty Start/Stop/E-power control module package
	1	PTO & Hydraulic Pump (7.0 GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***
	1	Lower Boom w/ Fiberglass Insert for ETC37
	1	Upper Boom Assembly for ETC37IH
	1	Pedestal (41.75)(Standard for ETC37)
	1	End Mount Bucket Bracket with 180 Degree Hydraulic Rotator



QUOTATION

Quote ID: SB0139

Page 2 of 7

QTY	DESCRIPTION
1	Turret assembly for ETC37
1	Manual emergency lowering valve at bucket controls
1	2-Speed Throttle at basket
1	Emergency Power at basket
1	2-Speed chassis integration
1	Start/Stop at basket
1	Switch at lower controls wired to unit options
1	Non-Metallic 4-Function Single-Handle Control with Hydraulic Tool Circuit with flow divider and pressure relief.
1	Powder Paint White with ETI Powder Coating Process
1	Bucket, 24 X 30 L/STEP RH CTRL
1	Stabilizer Bar, Under Frame on 2017+ Ford F-350/450/550/600 Diesel chassis
1	Ford F450/F550 Sumosprings on front axle
1	Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
1	High Pressure In-Line Hydraulic Filter
1	Extra Hydraulic filter for Aerial Device (Shipped Loose)
1	Palfinger Aerial Body - Galvanneal Steel 108" Length 96" Width 20" Deep Compartments 56" Load Area Width 40" Side Compartment Height 25" Compartment Height Above Load Area Floor Steel Treadplate Floor Recessed Whale Tail Door Handles - Keyed alike SS1 and CS1 Compartment Size: 33" SS2 and CS2 Compartment Size: 46" SS3 and CS3 Compartment Size: 29" Full Length Shelf with Rear Access Door in Curb Side Pack Master Lock System with two handles at the rear Rubber fenderette around wheel wells
1	PAB 36" Long Tailshelf Smooth plate entryway steps on curbside with grip strut step underneath. Hand rail on left hand side of entry Through box in tailshelf with a 8" x 17.5" wide opening. Access doors on both side with whale tail latches -keyed alike at the body Receiver tube at the rear (MGW 10,000#, MAX TONGUE WEIGHT 1,200#) (CLASS IV)
1	Non-skid coating on compartment tops, load area walls and floor, tailshelf floor, and entry steps
1	Outrigger slot covers in the tailshelf area.
1	Body Mounting Kit
1	Tailboard, Composite, Yellow, Drop-in
1	Mudflaps installed.
1	Light Panel for Tailshelf. Centered cutout for backup camera.
1	Adapter bracket for backup camera to the tailshelf



QUOTATION

Quote ID: SB0139

Page 3 of 7

QTY	DESCRIPTION
1	Reinstall Ford backup camera system
1	Paint body standard ETI White (108)
1	FMVSS Standard Light Package Body Clearance Lights - Red/Amber LED Stick on Body Reflectors Backup Lights - LED Tail Lights - LED (stop/tail/turn) with 4989MINI Tag Light Triple ID Lights - LED Entryway Light - Peterson model # 397 LED
1	Boom Support and Bucket Support, Bolt-on.
1	OSP 600 lb Counter Weight
2	SS1-Adjustable Shelf with 2 dividers
1	CS2-Blank
1	SS3 -29" Compartment, Swivel Material Hooks arranged 2-3-2. Each hook has 5 possible fixed positions
1	CS1-Adjustable Shelf with 2 dividers
1	CS3-Adjustable Shelf with 2 dividers
1	SS2-Adjustable Shelf with 8 dividers
1	Unit Safety Switch - Parking brake must be set before unit will operate
1	7 Blade trailer socket ***SEE BUILD DRAWING***
1	Trailer Wiring Harness Adapter – 7 Blade to 6 Prong round trailer socket. *SHIP LOOSE*
1	Stainless steel grounding lug attached to tailshelf. (Standard location is CS Tailshelf rib)
1	Cone Holder installed (Standard location, on SS tailshelf for best fit).
1	Wheel chocks (2) with hair pin metal handle. 8Wx10Lx5.5H with 5 inch handle
1	DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
1	Deliver to OKC, OK
1	DOT inspection
1	Four (4) ECCO 3510 amber surface mount LED strobe lights. ***FRONT- 2 LOCATED ON TOP HORIZONTAL SECTION OF FRONT GRILL OF CHASSIS, SS & CS*** ***REAR - 2 LOCATED IN REAR TAIL CHANNEL, IN BETWEEN BRAKE LIGHT AND REFLECTOR, SS & CS***
1	24X30 Bucket Liner-polyethylene
1	12" Aluminum Grab Handle on rear of body on the curbside
1	Demo cleaning and touch-up for delivery to customer.
1	ETI warranty is one year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.
1	Combination pintle hitch with 2" ball
1	Pintle adapter plate for 2" receiver.
1	Bucket Cover with foam insert for 24X30 bucket
1	350 Lb Basket Capacity



Alan Jay Fleet

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA MSRP:\$57,690.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W5H	[Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA	\$57,690.00
OPTIONS		
41H	Engine Block Heater	\$100.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
53S	High Capacity Trailer Tow Package	\$580.00
660A	Order Code 660A	\$0.00
67E	250 Amp Alternator	\$0.00

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA ( Complete)

67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR	\$285.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,995.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TGM	Tires: 225/70Rx19.5G BSW Traction	\$190.00
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$70,390.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$72,385.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	10600# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Rolls
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)

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Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

Entertainment

AM/FM Stereo w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
Wireless Phone Connectivity
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Interior	
	Power Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Smart Device Integration
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance

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Data Version: 22287. Data Updated: Apr 23, 2024 6:44:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Interior

Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	7459 lbs	Gross Axle Wt Rating - Front	7500 lbs
Gross Axle Wt Rating - Rear	14706 lbs	Curb Weight - Front	4209 lbs
Curb Weight - Rear	3189 lbs	Option Weight - Front	584.00 lbs
Option Weight - Rear	225.00 lbs	Reserve Axle Capacity - Front	2707.00 lbs
Reserve Axle Capacity - Rear	11292.00 lbs	As Spec'd Curb Weight	8207.00 lbs
As Spec'd Payload	11293.00 lbs	Maximum Payload Capacity	12102.00 lbs
Gross Combined Wt Rating	43000 lbs	Gross Axle Weight Rating	22206.00 lbs
Curb Weight	7398.00 lbs	Reserve Axle Capacity	13999.00 lbs
Total Option Weight	809.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	19500.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	18500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1850 lbs
Fifth Wheel Hitch - Max Trailer Wt.	33400 lbs	Fifth Wheel Hitch - Max Tongue Wt.	8350 lbs
Maximum Trailering Capacity	18500 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	7500 lbs	Spring Capacity - Rear	14706 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	7500 lbs	Axle Capacity - Rear	14706 lbs
Axle Ratio (:1) - Front	4.30	Axle Ratio (:1) - Rear	4.30

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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA ( Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TGM	Rear Tire Order Code	TGM
Spare Tire Order Code	N/A	Front Tire Size	LT225/70SR19.5
Rear Tire Size	LT225/70SR19.5	Spare Tire Size	N/A
Front Tire Capacity	7500 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	647
Revolutions/Mile @ 45 mph - Rear	645	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	19.5 X 6 in	Rear Wheel Size	19.5 X 6 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	51.1 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.4 in
Rear Brake Rotor Diam x Thickness	15.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
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Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA ( Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.4 in
Second Leg Room	43.6 in	Second Shoulder Room	65.9 in
Second Hip Room	64.7 in		

Exterior Dimensions

Wheelbase	179 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	265.2 in
Width, Max w/o mirrors	80 in	Height, Overall	81.8 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	60 in
Cab to End of Frame	107.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.2 in
Ground Clearance, Front	8.2 in	Ground Clearance, Rear	8.2 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to: invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them of anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: 
Reese Goad, City Manager

Approved by the Department

By: 
Jeff Shepard, Fleet Management Director

Attest:

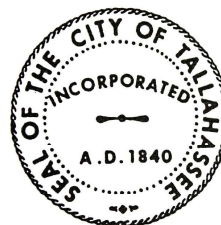
By: 
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: 
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: 
Print Name: Alan Jay Wilson
Title: _____





Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

- ☒ CONTRACT NO. 5179
 - ☐ AMENDMENT NO.
 - ☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT
 - ☐ OTHER
-

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no

TOWN OF JUPITER
Approval of Purchase Order to Purchase Three (3) Used Chevrolet Tahoe



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approval of Purchase of Three (3) Used Chevrolet Tahoe Staff Vehicles from Jupiter Inlet Colony for \$113,339

EXECUTIVE SUMMARY

Town staff seeks Town Council authorization to allow the Town Manager to issue a purchase order for three used Chevrolet Tahoe staff vehicles from Jupiter Inlet Colony. Jupiter Inlet Colony's Commission authorized the sale of the three vehicles and associated equipment at its April 25th 2024 meeting (Attachment 2) to the Town of Jupiter for the depreciated value (book value) of \$113,339 (Attachment 1).

Jupiter Inlet Colony is disposing of three police vehicles, a 2019 Chevrolet Tahoe and two 2023 Chevrolet Tahoes. These vehicles have low mileage and are in exceptional condition. These vehicles have emergency lighting and associated equipment installed that will be used, sold or repurposed.

The Town was planning to purchase three fire rescue staff vehicles with emergency lighting in October 2024 for an estimated cost of \$216,000 (3 x \$72,000). The purchase of the three used Chevrolet Tahoes will result in an estimated savings of \$102,661. Moreover, the current wait time for Chevrolet Tahoes on the Florida Sheriff's Contract is four to six months.

ANALYSIS

Town staff seeks authorization to purchase three used Chevrolet Tahoes and associated equipment for Fire Rescue from Jupiter Inlet Colony for \$113,339.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Jupiter Inlet Colony Police Chevrolet Tahoes Value
2. Jupiter Inlet Colony Meeting Minutes

FUNDING SOURCE

Approved in Budget	\$113,339	Sources: FY2024 Jupiter Fire Rescue Fund – Contingency Account
Additional Funding Requested	\$	Sources:

For more information or copies of the attachments, please contact Darrel Donatto at DarrelD@jupiter.fl.us or 561-741-2420.

Town of Jupiter Inlet Colony
 Asset Valuation Records
 Police Vehicles - Net Book Value
 March 31, 2024

Attachment 1

Year	Make	Model	VIN	Purchase Date	Original Purchase Price	Useful Life	Depreciation		Accumulated Depreciation	NBV	Additional Equipment Non-Depreciable	Total Value
							Year	Month				
2019	Chevrolet	Tahoe	1GNSKDEC0KR222816	10/21/2020	\$ 28,000	5	\$ 5,600	\$ 467	\$ 19,147	\$ 8,853	\$ 6,045	\$ 14,898
2023	Chevrolet	Tahoe	1GNSCLED9PR287199	5/2/2023	41,668	5	8,334	695	7,645	34,023	14,850	48,873
2023	Chevrolet	Tahoe	1GNSCLED5PR287488	6/8/2023	41,668	5	8,334	695	6,950	34,718	14,850	49,568
Total Value - All Vehicles												<u>\$ 113,339</u>

Miles:

Vehicle 488 = 10,831

Vehicle 199 = 9,674

Vehicle 816 = 17,321

Attachment 2

**JUPITER INLET COLONY
WORKSHOP COMMISSION MEETING
Jupiter Inlet Colony Town Hall
50 Colony Rd**

**LIVE AND VIA ZOOM
Meeting ID 585 628 8134**

04/25/2024

9:00 A.M.

MINUTES

1. Mayor Hocevar Called the Meeting to order at 9:00 A.M.

Roll call for the record:

Mayor Ed Hocevar
Vice Mayor Mark Ciarfella
Commissioner Marie Rosner
Commissioner Bill Muir
Commissioner Sharon Seagren

Chief of Police Dan Kerr
Town Administrator Kevin Lucas
Town Attorney William P. Doney
Town Clerk Ivelisse Chico-Randazzo

2. Discussion: Building Department Ordinance and Resolution

Mayor Hocevar discussed and explained to the Commissioners the ordinance and resolution regarding the changes of the permit fee structure and the length of permit times for new construction. The new resolution for permit fees increased the permit fees from \$350 to \$650 square foot. The permit fees were last changed in 2019. Mayor Hocevar stated that permit fees is something that needs to be looked at yearly. He explained that by increasing the fees, the Town would collect the bulk of the money upfront for the project.

The ordinance will change the length of time for new construction homes. Instead of basing the length of the permits on the square footage of the home, the time frame will be based on the square footage of the lot size. Mayor Hocevar explained that with the new changes to the ordinance and resolution, he hopes to incentivize contractors to finish the new home projects in time by offering a rebate.

Commissioner Seagren stated she has heard a lot of buzz, saying that permit fees were not collected. She said she was asked if she will try to collect those fees. Mayor Hocevar replied saying that any revenue we get is to offset the building department. It is not an additional revenue stream for the town like taxes. In response to Mayor Hocevar's comment, Chip Block added that last summer he was collecting permit renewal fees but then he found out, with the help of Town Attorney Doney, that the Town was not allowed to collect fees because we were under a state of emergency. Chip Block stated he stopped collecting the fees. Commissioner Muir, asked once the emergency order is finished, can

the Town go back and collect the fees? Chip Block and Mayor Hocevar said no because those projects are completed. Town Attorney Doney explained that when in a state of emergency, the statute says, the length of the permit is extended and since the house is completed, there is no fee to collect.

Vice Mayor Ciarfella, stated that the most important thing when a home is completed and issued a C.O., the builder certifies what the value is and what gets recorded with the property appraiser. He stated that we need to make sure that the assessed valuation is reflective of what the value is. He wants to know how do we make sure the builders are telling the truth on the value of the homes. He was informed that the builders sign an affidavit. Town Clerk Randazzo, explained to the Commission that a builder provides a final cost affidavit which then goes to the Building Official for review and approval. The Building Official will approve or deny the final cost affidavit based on the cost of the construction. If the Building Official denies the affidavit, the contractor will have to provide receipts of what was spent at that residence. He was also informed that every month, the Town Clerk submits a report to the property appraiser's office of all the permits issued in Town.

Mayor Hocevar brought up a topic that Chief Kerr proposed. The current fleet of vehicles are larger than what the town needs, they are gas hogs and the maintenance is expensive. Chief Kerr's suggestion was that the neighboring communities, specifically Jupiter, is interested in acquiring our vehicles. It would be no cost to us because we would be replacing them with smaller vehicles or possibly leasing them. The vehicles are low mileage and now is the time to get rid of them. The new vehicles would be smaller SUV's which would be more cost effective. The Commission was in agreement to replace the fleet.

Commissioner Muir reported that he has been following up on the road situation. He stated that a scope was done of the sewer line on Lighthouse Dr to see if there was a leak causing problems on the road, the results showed no leak. The next step is to do a boring along the street to see if they can find any issues. Commissioner Muir stated that there is no crown in a section of the road and it needs to be evaluated before it can become a sink hole. Mayor Hocevar asked Commissioner Muir to make a report at the next commission meeting.

3. Wrap-up and Adjourn

Motion: Vice Mayor Ciarfella made a motion to adjourn the meeting at 9:35 A.M.

Second: Commissioner Rosner seconded the motion.

Motion Passed 5-0.

Approved by:

Mayor Edward Hocevar

Date

Town Clerk Ivelisse Chico-Randazzo

Date

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she 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.

Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Administration Office, Administration Building, 50 Colony Road, Jupiter Inlet Colony, FL 33469 - telephone 561-746-3787

TOWN OF JUPITER
FUTURE LAND USE MAP AND ZONING MAP AMENDMENTS FOR KB CARLIN



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>KB Carlin Future Land Use Map (FLUM) Amendment and Rezoning</u> - Application for 1.6+/- acres of property located on the west side of US-1 approximately one-quarter mile north of the intersection of US 1 and Indiantown Road to include: A. Small Scale Future Land Use Map (FLUM) amendment from Commercial to Mixed-use; B. Zoning Map amendment from Commercial, General (C-2) to U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE).

EXECUTIVE SUMMARY

Consideration of a Future Land Use and Zoning Map Amendment to change the Future Land Use of a property of approximately 1.6± acres from Commercial to Mixed-Use and the zoning from Commercial, General (C-2) to U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICS-WCE).

ANALYSIS

The subject property contains two parcels of land that are .069± acres and 0.91± acres, totaling 1.6± acres. The property has never been developed and contains an old-growth mangrove forest with exotic vegetation. Wetland protection is mandated under federal, state, and local regulations and leaves .64± acres or 40% of the site buildable. A concurrent site plan and Small Scale Planned Unit Development application proposes a four-story building with 1500 SF commercial retail with under-building parking on the ground floor and six residential units across floors two through four.

The subject property is currently designated for commercial use. Staff has not initiated the detailed review of the PUD and site plan applications, since the proposed development plans include residential. Once a policy decision is made on whether residential should be allowed on the subject property within the U.S. Highway One/Intracoastal Waterway Corridor – Waterway, Commercial and Entertainment Sector (US1/ICW-WCE) the development plan review will be completed. Currently, there are no residential units north of Indiantown Road within the US1/ICW-WCE Sector.

While the proposed Mixed-use future land use is not incompatible with the Comprehensive Plan policies, it is not necessary for the development of the property to be consistent with the

US1/ICW Corridor Waterway, Commercial and Entertainment Sector established in the Future Land Use Element. The existing Future Land Use designation of Commercial still adequately achieves the intended goals, objectives and policies within the Comprehensive Plan.

Whether the future land remains Commercial or is changed to Mixed-use, the proposed zoning is appropriate to be assigned to implement the Sector plan that is outlined within the Comprehensive Plan.

PLANNING AND ZONING RECOMMENDATION:

At their March 12, 2024 meeting, the Planning and Zoning Commission, acting as the Local Planning Agency, voted to approve (by a 6 to 0 vote) the Future Land Use Map amendment. Additionally, the Planning and Zoning Commission voted to approve (by a 6 to 0 vote) the rezoning amendment.

The Town Attorney has reviewed the attached ordinances and finds them to be in acceptable form.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Ordinance #10-24
2. Ordinance #2-24
3. Staff Report

FUNDING SOURCE

No funding necessary.

For more information or to request attachments, please contact Thatcher Hart at Thatcherh@jupiter.fl.us and/or (561) 741-2464.

ORDINANCE NO. 10-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING ORDINANCE NO. 57-89, THE COMPREHENSIVE PLAN OF THE TOWN OF JUPITER TO AMEND THE FUTURE LAND USE DESIGNATION AND THE FUTURE LAND USE MAP FOR APPROXIMATELY 1.62 ACRES OF PROPERTY LOCATED BETWEEN THE INTRACOASTAL WATERWAY AND US HIGHWAY 1 ACROSS FROM BURT REYNOLDS PARK FROM "COMMERCIAL" TO "MIXED-USE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town) adopted a Comprehensive Plan pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act" now known as the Community Planning Act (the "Act"); and,

WHEREAS, the then Florida Department of Community Affairs, now known as the Florida Department of Commerce, previously determined that the Town's Comprehensive Plan was "in compliance" with the provisions of the Act; and,

WHEREAS, KB Carlin, LLC & KB Carlin II, LLC is the owner of approximately 1.6± acres, as legally described and shown in Exhibit "A" (the subject property); and,

WHEREAS, the subject property is located between the Intracoastal Waterway and US Highway 1 across from Burt Reynolds Park, as shown in Exhibit "B"; and,

1 **WHEREAS**, the Town's Department of Planning & Zoning (the Department) recommends
2 an amendment to the Comprehensive Plan to change the Future Land Use designation and the
3 Future Land Use Map of the subject property from "Commercial" to "Mixed-Use"; and

4 **WHEREAS**, the Town's Local Planning Agency (the "LPA") has conducted a public
5 hearing as required by Fla. Stat. § 163.3174(4)(a), to consider the Department's recommendation
6 to change the future land use designation of the subject property; and

7 **WHEREAS**, the LPA has recommended to the Town Council that it change the future
8 land use and Future Land Use Map designation of the subject property from "Commercial" to
9 "Mixed Use."

10 **WHEREAS**, the Town Council has conducted a public hearing to consider the LPA's
11 recommendation and the transmittal of the plan amendment to the Department of Commerce in
12 accordance with Fla. Stat. § 163.3184(11);

13 **WHEREAS**, after conducting a public hearing, the Town Council has affirmatively voted
14 to transmit the amendment proposed for the subject property in accordance with Fla. Stat. §
15 163.3184(3)(b)1, to the Florida Department of Commerce and appropriate reviewing agencies for
16 their respective reviews.

17 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
18 **JUPITER, FLORIDA:**

19 **Section 1.** The whereas clauses are incorporated herein and constitute the legislative
20 findings of the Town Council.

21 **Section 2.** Ordinance No. 57-89 of the Town of Jupiter, entitled "Comprehensive Plan
22 of the Town of Jupiter", is hereby amended to change the future land use designation of the
23 1.62+/- acre subject property from "Commercial" to "Mixed-Use", as shown in **Figure "1"**.

Section 3. The Town Clerk is hereby directed to transmit the required copies of the amendment to the Town's Comprehensive Plan to the Florida Department of Commerce and appropriate reviewing agencies as required by Fla. Stat. §163.3184(3)(b)1.

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

Section 5. Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. The provisions of this ordinance shall become effective pursuant to Fla. Stat. § 163.3184(3)(c)4.

Attachments: Exhibit "A" - Legal Description of the Subject Property
Exhibit "B" - Location Map
Figure "1" - New Future Land Use Map

#4053405 v1 26503-00001

LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE INTRACOASTAL WATERWAY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE QUARTER SECTION CORNER OF THE NORTH LINE OF SAID SECTION 6, BEAR SOUTH 89°33'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 236.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 7°26'30" EAST, A DISTANCE OF 233.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2924.93 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°35'57", A DISTANCE OF 930.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°02'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 47.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, PROCEED THENCE SOUTH 52°53'06" WEST, A DISTANCE OF 236.38 FEET, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD JUPITER BEACH ROAD, TO A POINT ON THE GOVERNMENT MEANDER LINE OF GOVERNMENT LOT 9; THENCE NORTH 87°59'38" EAST, ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 73.22 FEET; THENCE SOUTH 19° 53' 22" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 18°36'14" WEST, A DISTANCE OF 23.00 FEET; THENCE SOUTH 3°14'04" WEST, A DISTANCE OF 11.27 FEET; THENCE SOUTH 26° 35' 24" WEST, A DISTANCE OF 20.83 FEET; THENCE SOUTH 26°29'28" EAST, A DISTANCE OF 21.04 FEET; THENCE SOUTH 18°20'20" EAST, A DISTANCE OF 13.34 FEET; THENCE SOUTH 14°10'00" EAST, A DISTANCE OF 12.19 FEET; THENCE SOUTH 61°06'33" EAST, A DISTANCE OF 18.29 FEET; THENCE SOUTH 48°21'58" EAST, A DISTANCE OF 10.24 FEET, TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 3; THENCE SOUTH 75°30'22" EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 34.61 FEET; THENCE NORTH 83°38'55" EAST, A DISTANCE OF 24.42 FEET; THENCE NORTH 60°00'32" EAST, A DISTANCE OF 20.25 FEET; THENCE NORTH 40°03'11" EAST, A DISTANCE OF 18.95 FEET; THENCE NORTH 64°32'05" EAST, A DISTANCE OF 20.50 FEET; THENCE NORTH 63°17'36" EAST, A DISTANCE OF 25.98 FEET; THENCE NORTH 54°20'25" EAST, A DISTANCE OF 16.18 FEET; THENCE NORTH 57° 03' 14" EAST, A DISTANCE OF 16.93 FEET; THENCE NORTH 26°24'37" EAST, A DISTANCE OF 11.44 FEET; THENCE NORTH 53°10'09" EAST, A DISTANCE OF 32.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 26°02'30" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 202.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

LESS ANY PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH MAY LIE WITHIN THE BOUNDARIES OF GOVERNMENT LOT 3 IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

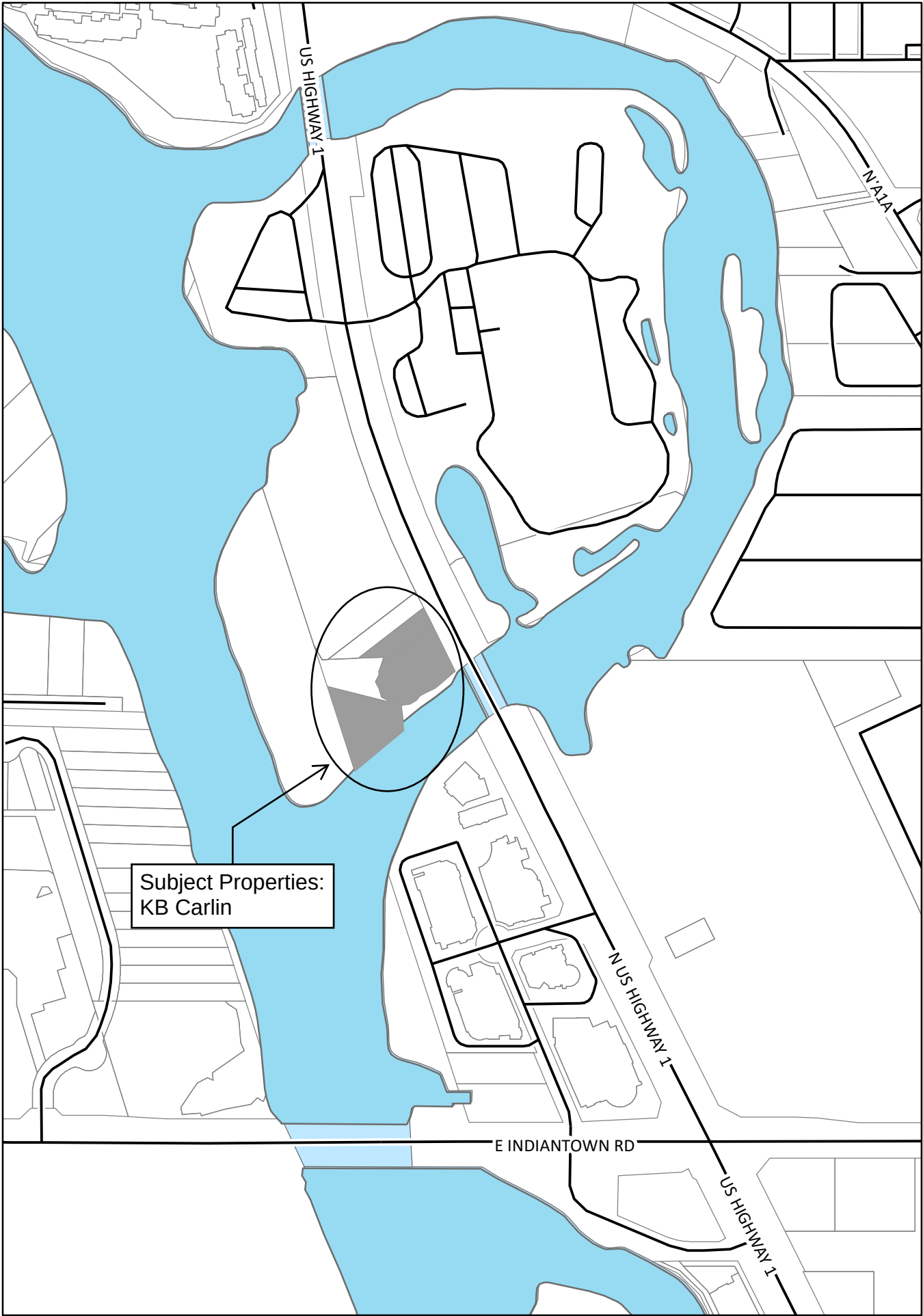
AND

PARCEL TWO:

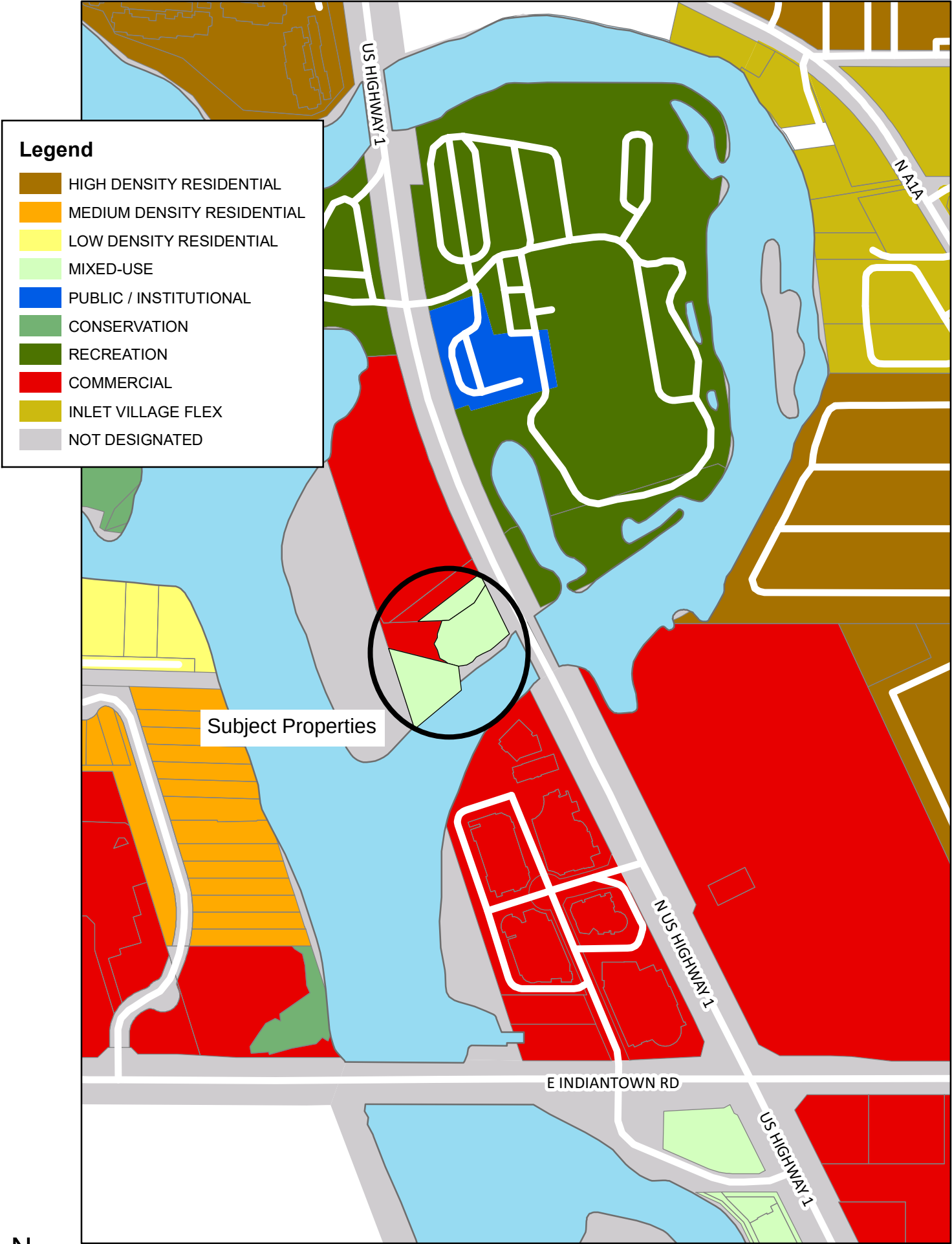
A PARCEL OF LAND LYING IN GOVERNMENT LOT 3, (ACCORDING TO THE GOVERNMENT RESURVEY OF 1992), SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID GOVERNMENT LOT 3 LYING WEST OF THE EAST MEANDER LINE OF SAID GOVERNMENT LOT 3, AND EAST OF THE EAST RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, AS RECORDED IN PLAT BOOK 17, PAGE 3A, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Location Map
KB Carlin Future Land Use Map and Zoning Map Amendments



Proposed FLUM Map



ORDINANCE NO. 2-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 1.62 ACRES OF PROPERTY LOCATED BETWEEN THE INTRACOASTAL WATERWAY AND US HIGHWAY 1 ACROSS FROM BURT REYNOLDS PARK FROM "COMMERCIAL, GENERAL (C-2)" TO THE "US1 / WCE WATERWAY COMMERCIAL & ENTERTAINMENT SUBDISTRICT OF THE US-1 / INTRACOASTAL WATERWAY CORRIDOR"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, KB Carlin, LLC & KB Carlin II, LLC is the owner of approximately 1.6± acres, as legally described and shown in **Exhibit "A"** (the subject property).

WHEREAS, the subject property is located between the Intracoastal Waterway and US Highway 1 across from Burt Reynolds Park, as shown in **Exhibit "B"**; and,

WHEREAS, the Jupiter Planning and Zoning Commission has recommended that the Town Council amend the zoning of the subject property from the "Commercial, General (C-2)" zoning district to the "US1 / WCE Waterway Commercial & Entertainment Subdistrict of the US-1 / Intracoastal Waterway Corridor" zoning district; and,

WHEREAS, the Town Council has conducted a public hearing wherein it considered the recommendations of the Planning & Zoning Commission regarding the recommended zoning to the Subject Property; and,

1 **WHEREAS**, the Town Council has determined that the rezoning of the Subject Property
2 would be consistent with the future land use designation assigned to the subject property.

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

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

7 **Section 2.** The Town Council hereby rezones the approximately 1.62 acre Subject
8 Property from "Commercial, General (C-2)" to the "US1 / WCE Waterway Commercial &
9 Entertainment Subdistrict of the US-1 / Intracoastal Waterway Corridor" zoning district. The
10 Subject Property is shown in **Figure "1."**

11 **Section 3.** In accordance with Section 27-373 of the Zoning Code, the Town Council
12 hereby directs that the Town's Official Zoning Map be amended to reflect the Subject Property as
13 being within a US1 / WCE Waterway Commercial & Entertainment Subdistrict of the US-1 /
14 Intracoastal Waterway Corridor zoning district.

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

18 **Section 5.** Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict
19 herewith are hereby repealed to the extent of such conflict.

20 **Section 6.** Effective Date. The provisions of this ordinance shall become effective
21 upon its execution.

22 **Attachments: Exhibit "A" - Legal Description of the Subject Property**
23 **Exhibit "B" - Location Map**
24 **Figure "1" – New Zoning Map**

LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE INTRACOASTAL WATERWAY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE QUARTER SECTION CORNER OF THE NORTH LINE OF SAID SECTION 6, BEAR SOUTH 89°33'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 236.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 7°26'30" EAST, A DISTANCE OF 233.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2924.93 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°35'57", A DISTANCE OF 930.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°02'30" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 47.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, PROCEED THENCE SOUTH 52°53'06" WEST, A DISTANCE OF 236.38 FEET, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OLD JUPITER BEACH ROAD, TO A POINT ON THE GOVERNMENT MEANDER LINE OF GOVERNMENT LOT 9; THENCE NORTH 87°59'38" EAST, ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 73.22 FEET; THENCE SOUTH 19° 53' 22' WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 18°36'14" WEST, A DISTANCE OF 23.00 FEET; THENCE SOUTH 3°14'04" WEST, A DISTANCE OF 11.27 FEET; THENCE SOUTH 26° 35' 24' WEST, A DISTANCE OF 20.83 FEET; THENCE SOUTH 26°29'28" EAST, A DISTANCE OF 21.04 FEET; THENCE SOUTH 18°20'20" EAST, A DISTANCE OF 13.34 FEET; THENCE SOUTH 14°10'00" EAST, A DISTANCE OF 12.19 FEET; THENCE SOUTH 61°06'33" EAST, A DISTANCE OF 18.29 FEET; THENCE SOUTH 48°21'58" EAST, A DISTANCE OF 10.24 FEET, TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 3; THENCE SOUTH 75°30'22" EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 34.61 FEET; THENCE NORTH 83°38'55" EAST, A DISTANCE OF 24.42 FEET; THENCE NORTH 60°00'32" EAST, A DISTANCE OF 20.25 FEET; THENCE NORTH 40°03'11" EAST, A DISTANCE OF 18.95 FEET; THENCE NORTH 64°32'05" EAST, A DISTANCE OF 20.50 FEET; THENCE NORTH 63°17'36" EAST, A DISTANCE OF 25.98 FEET; THENCE NORTH 54°20'25" EAST, A DISTANCE OF 16.18 FEET; THENCE NORTH 57° 03' 14' EAST, A DISTANCE OF 16.93 FEET; THENCE NORTH 26°24'37" EAST, A DISTANCE OF 11.44 FEET; THENCE NORTH 53°10'09" EAST, A DISTANCE OF 32.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 26°02'30" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 202.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

LESS ANY PORTION OF THE ABOVE DESCRIBED PROPERTY WHICH MAY LIE WITHIN THE BOUNDARIES OF GOVERNMENT LOT 3 IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

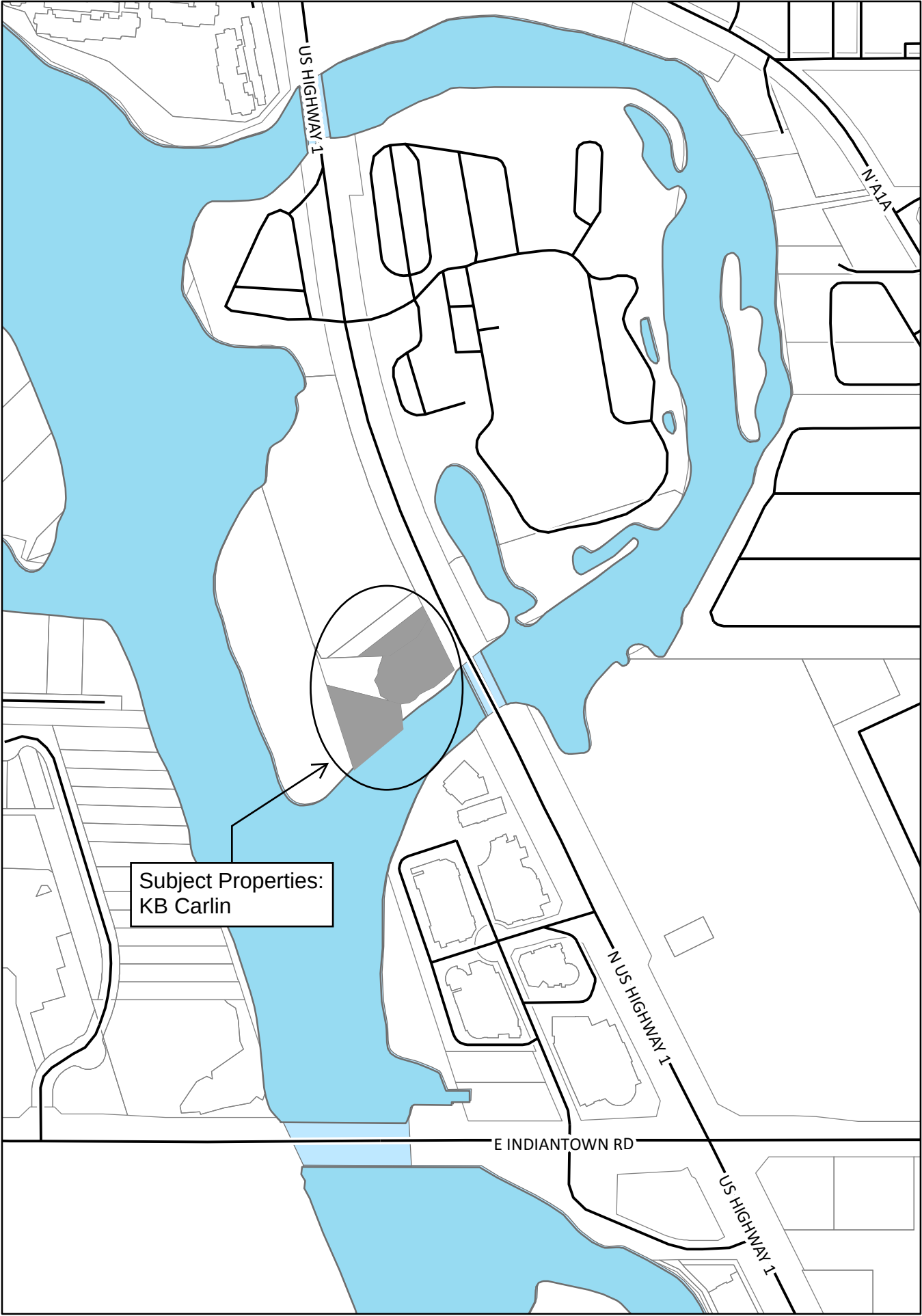
AND

PARCEL TWO:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 3, (ACCORDING TO THE GOVERNMENT RESURVEY OF 1992), SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID GOVERNMENT LOT 3 LYING WEST OF THE EAST MEANDER LINE OF SAID GOVERNMENT LOT 3, AND EAST OF THE EAST RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, AS RECORDED IN PLAT BOOK 17, PAGE 3A, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Location Map
KB Carlin Future Land Use Map and Zoning Map Amendments



Proposed Zoning Map

Figure 1



TOWN OF JUPITER STAFF REPORT FOR FUTURE LAND USE MAP AND
ZONING MAP AMENDMENTS FOR KB CARLIN
TOWN MANAGER’S OFFICE



DATE: May 21, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **KB Carlin Future Land Use Map (FLUM) Amendment and Rezoning** - Application for 1.6+/- acres of property located on the west side of US-1 approximately one-quarter mile north of the intersection of US 1 and Indiantown Road to include:
A. Small Scale Future Land Use Map (FLUM) amendment from Commercial to Mixed-use;
B. Zoning Map amendment from Commercial, General (C-2) to U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE).

Ordinance #10-24(FLUM)	LPA/P&Z Commission:	3/12/24
Ordinance #2-24 (Zoning)	Town Council:	05/21/24 (1 st reading)
PZ 22-5377 & PZ 23-5788	Town Council:	06/18/24 (2 nd reading)
T. Hart		

Project Information

Applicant: KB Carlin LLC
Agent: George Missimer, Coteleur & Hearing, Inc.
Property Owner: KB Carlin LLC (Kevin Burinescu)
Location: Located on the west side of US-1 Approximately 0.25 miles north of the intersection of E Indiantown Road and US Highway 1 (see Attachment A - Location Map)
Acreage: 1.6 +/-
PCN Numbers: 30434106000000020, 30434106000030090 and 30434106000090050
Existing FLUM designation: Commercial within the U.S. Highway One/Intracoastal Waterway Corridor District / Waterway, Commercial and Entertainment sector
Proposed FLUM designation: Mixed-Use
Existing use of property: Vacant
Existing Zoning: (C-2) Commercial, General
Proposed Zoning: U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)

Planning and Zoning Commission Action.

At their March 12, 2024 meeting, the Planning and Zoning Commission, acting as the Local Planning Agency, voted to approve (by a 6 to 0 vote) the Future Land Use Map amendment. Additionally, the Planning and Zoning Commission voted to approve (by a 6 to 0 vote) the rezoning amendment.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the FLUM and Zoning Map for 1.62+/- acres (located as shown on Location Map, Attachment A) from the existing future land use designation of Commercial to Mixed-use and zoning designation of Commercial, General (C-2) to the Waterway, Commercial, and Entertainment Subdistrict of the US-1 / Intracoastal Waterway Corridor Zoning District **consistent** with the goals, objectives, and policies of the Comprehensive Plan.

Table 1. Surrounding land uses and designations – KB Carlin

<i>Location Map – Attachment A</i>		
<i>Location</i>	<i>Existing Land Uses</i>	<i>Future Land Use Designations/ Zoning Districts</i>
North	Vacant (Piatt Place)	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
South	Commercial (Harbourside Place) and oxbow waterway	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
East	Burt Reynold's Park	Recreation / PI Public Institutional
West	Residential, Single Family Home / Intracoastal Waterway	Low and Medium Density Residential/ Residential, Limited Multi-Family (R-3)

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and Zoning Map (Attachment C). The proposed Future Land Use and Zoning designations are shown on the proposed Future Land Use Map (Attachment D) and proposed Zoning Map (Attachment E). For clarity, the general locations of the properties included in this application are circled in the attachments.

Background

The property contains two parcels of land that are 0.69 +/- acres and 0.91 +/- acres, totaling +/- 1.6 acres. Located on the west side of the Intracoastal, the subject property has never been developed and contains an old-growth mangrove forest with exotic vegetation. Wetland protection is mandated under federal, state, and local regulations and leaves a small portion of the site buildable. A concurrent Site Plan and Small Scale Planned Unit Development application proposes a four-story building with 1500 SF commercial retail on the ground floor and six residential units across floors two through four. Staff has not initiated the detailed review of the site plan application, since the proposed development plans include residential. This way,

staff can gain feedback from the Town Council prior to devoting the resources towards a detailed review. As a result, the site plan for the proposed development will move through the public hearing process once the Town Council has given direction on the proposed Future Land Use Map amendment and rezoning applications.

Analysis.

A. Future Land Use Map Amendment Request

The FLUM amendment application request is to change from Commercial to Mixed Use on the 1.6 +/- acre subject property (Attachment F).

Criteria for FLUM amendments. Section 27-178 provides four (4) criteria for the review of future land use amendments. The proposed amendments are evaluated within the context of each of the four criteria below.

- 1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: The proposed future land use amendment is not inconsistent with the goals, objectives, and policies of the Comprehensive Plan; however, the introduction of residential on the subject property may cause compatibility issues as further noted in Attachment H. In summary, the U.S. Highway One/Intracoastal Waterway Corridor's Waterway Commercial and Entertainment Sector was designed to support commercial and entertainment uses along with the creation of the Riverwalk as a north-south connector between properties along the Intracoastal Waterway. The intended uses in the sector may conflict with the proposed residential use allowed within the proposed Mixed Use future land use, due to the increased noise and activity intended in this sector of the corridor.

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed land use for the subject property is not inconsistent with the properties to the north and south. Mixed-use is generally compatible with commercial when located in appropriate areas or when used as a transitional land use between areas of commercial and residential land uses because it contains both uses integrated into a single property. However, based on the concurrent site plan, the project is proposed to be predominantly residential and would likely introduce a land use incompatibility between the commercial uses and sound generated from the commercial and entertainment uses existing at Harbourside Place. It should be noted that the mixed-use land use establishes a lower sound zone than the existing commercial designation. In addition, the subject property is significantly closer to the amphitheater within Harbourside Place than the Water's Edge development where residents have expressed issues with sound levels. Staff notes the Piatt Property to the north is proposed for development of a Jupiter Fire Rescue station.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed map amendment for the subject property will create an isolated land use as the abutting properties to the north and south are commercial. As noted previously, mixed-use is generally compatible with commercial when the property is located

in areas with nearby residential as a transitional land use pattern. Based on the concurrent site plan, the project is predominantly residential and could contribute to noise complaints since, the subject property is so close to the amphitheater at Harbourside Place. It is important to note that the existing commercial designation is consistent with the adjacent designations.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The application is requested by the applicant to allow for the proposed development of a four-story structure with six residential units and 1,500 SF of ground-floor commercial space. The applicant mentioned in their justification statement that characteristics of the site such as the natural grade created by the construction of the adjacent US-1 oxbow bridge and existing wetland areas on the site make the development challenging. While the site plan is not part of the consideration of the subject applications, the elevations and site plan are attached for the proposed development are included to observe the applicant's reference (see Attachment K).

Population impacts. The proposed land use change will have an impact on the surrounding population because the change to mixed-use will allow for residential development that would not have previously been an allowed use. Based on the proposal of a PUD with residential and commercial uses there will be an increase of six units, which will have a minimal impact on the Town's population.

Traffic impacts. The traffic impacts for the proposed changes were evaluated by comparing the current Future Land Use designation with the proposed designation for the subject property (see Attachment J). With regard to the proposed Future Land Use designation, staff utilized intensity standards contained in the Comprehensive Plan for all of the designations to calculate the appropriate Average Daily Traffic (ADT) trip analysis.

- The existing Future Land Use designation of Commercial was compared to the proposed designation of Mixed Use.
- Pursuant to the Institute of Transportation Engineers (ITE) 11th Edition Trip Generation Handbook (© 2021), the most appropriate ITE codes for the proposed use of the property is Multifamily Mid-rise Housing and Shopping Plaza (40k) without Super Market. When compared to Shopping Plaza (40-150k) without Super Market use in the ITE manual, there is a net decrease of 28 AM Peak Hour Trips, a decrease of 97 PM Peak Hour Trips, and a reduction of 1,259 Average Daily Trips (ADT).
- The traffic analysis was reviewed by the Town's Traffic Engineer with no comments.

Environmental impacts. The proposed development will have some positive environmental impacts on the subject property due to the enhancement of wetlands via the removal of exotics and restoration, and maintenance thereafter. The proposed Future Land Use amendment will not impact the site any more than the existing Commercial designation. It is important to note that the applicant will be required to complete a marine stewardship plan upon site development per Policy 1.1.3 of the Conservation Element of the Comprehensive Plan.

Given the wetland and mangrove makeup of the entirety of the western Parcel 2 and approximately 30% of the eastern Parcel 1, the most appropriate Future Land Use and Zoning for the wetland areas would be Conservation and Conservation/Preservation (See Attachment L). The developer is proposing to use the total acreage of the property as a means to calculate density of the land to achieve the level of development desired on the entire site. Pursuant to

Policy 1.3.24 of the Future Land Use Element of the Comprehensive plan, wetlands have a maximum allowable density of one-half a unit per acre. The existing wetland square footage on the subject property comprises roughly 0.97 acres resulting in a total of only approximately half a unit. The remaining uplands are estimated at 5.2 units, for a total of 5.7 units, which rounds to the proposed six units. If the land is switched to conservation, the maximum density would be reduced by one unit, for a total of five units.

Intensity calculations for commercial use are based on a maximum 0.30 Floor Area Ratio calculation of the total acreage, regardless of existing wetlands. As a result, the intensity of the property based on the proposed mixed use designation would be approximately 21,170 square feet. If the wetlands were changed to Conservation, the total allowable intensity would be approximately 8,494 square feet.

Any development of the subject property for other uses will require additional Town review to determine consistency with the land use, comprehensive plan, and land development regulations related to environmental impacts (See Attachment G).

B. Zoning Map Amendments

Criteria for Zoning Map amendments. Pursuant to Chapter 163, Florida Statutes, the zoning district for the subject property must be compatible with the designated future land use.

Four criteria in [Section 27-178](#) are identified for changes to future land use and zoning. A discussion of these four criteria in relation to the applicant's requested zoning district is included below:

- 1) *The proposed map amendment shall be consistent with the goals, objectives and policies of the Town of Jupiter Comprehensive Plan.*

Staff Comment: See "Future Land Use Map Amendment" section above for discussion on consistency with the Comprehensive Plan. While residential uses are permitted within the US 1/ ICW zoning district, they require a Special Exception which allows for the Town Council to ensure they are located in appropriate areas, including consistency with the Comprehensive Plan. The proposed zoning district meets the intent of the objectives and policies of the Comprehensive Plan, furthers the creation of the Riverwalk, and is consistent with the existing Commercial future land use designation on the property.

- 2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed zoning map amendment is consistent with the established land uses of surrounding properties. The parcel is located directly adjacent to other properties with the Waterway, Commercial, and Entertainment Subdistrict of the US-1 / Intracoastal Waterway Corridor Zoning District designation to the north and south, as well as Public/Institutional designation on Burt Reynolds Park, which is a complementary district.

- 3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. As noted previously, the properties to the north and south have the same designation, and the property to the east

has a Public/Institutional zoning district which is complementary. Furthermore, the properties to the north and south have a commercial future land use designation. The existing Future Land Use Designation of Commercial still adequately achieves the intended goals and objectives outlined within the Comprehensive Plan (See Attachment H) and is consistent with the proposed zoning designation. As stated previously, the concurrent Site Plan and Small Scale Planned Unit Development is a request for a predominantly residential project that could result in further noise complaints due to close proximity to the existing amphitheater in Harbourside Place to the south. Similar issues previously arose with the residential Water's Edge development.

- 4) *The application is necessary because of changed or changing conditions, including, but not limited to changing demographic trends, annexation, or public service needs.*

Staff Comment: The Zoning map amendment is being requested in order to allow for the development of the property. The proposed zoning is necessary to assign zoning designations that are consistent with the existing future land use designations, and to continue to implement the policies outlined in the Comprehensive Plan for the US 1/CW Corridor and the Waterway, Commercial and Entertainment Sector assigned to the subject property. While the proposed land use designation of mixed-use is not inconsistent, it is not necessary to implement the proposed zoning designation.

If the FLUM amendments are adopted, the data and analysis supporting the FLUM amendment will be included in the transmittal package sent to the Florida Department of Economic Opportunity after the adoption of the amendments in accordance with F.S. 163.3187.

Conclusions.

The requested FLUM and Zoning Map amendments on the three parcels totaling 1.6 acres, based on existing and future uses are consistent with the Comprehensive Plan and surrounding subdistrict, for the following reasons:

1. The proposed Mixed Use future land use designation, while not incompatible, is not necessary for the property to be consistent with the Comprehensive Plan and will introduce residential uses in an area which has adjacent established entertainment uses and activities that may result in incompatible uses;
2. The proposed zoning designation is consistent with the surrounding properties and is consistent with the both the existing Commercial and proposed Mixed Use designation;
3. The proposed Future Land Use Designation will not impact the site environmentally any more than the existing commercial designation; however, given its wetland nature, Conservation may be the most appropriate for significant portions of the property;
4. The request will have no significant impacts on public facilities and services;
5. The proposed land use changes for the subject properties will result in a decrease in potential AM Peak Hour, PM Peak Hour, and Average Daily Trips.

Attachments:

Attachment A – Location Map
Attachment B – Existing FLUM
Attachment C – Existing Zoning Map
Attachment D – Proposed FLUM
Attachment E – Proposed Zoning Map

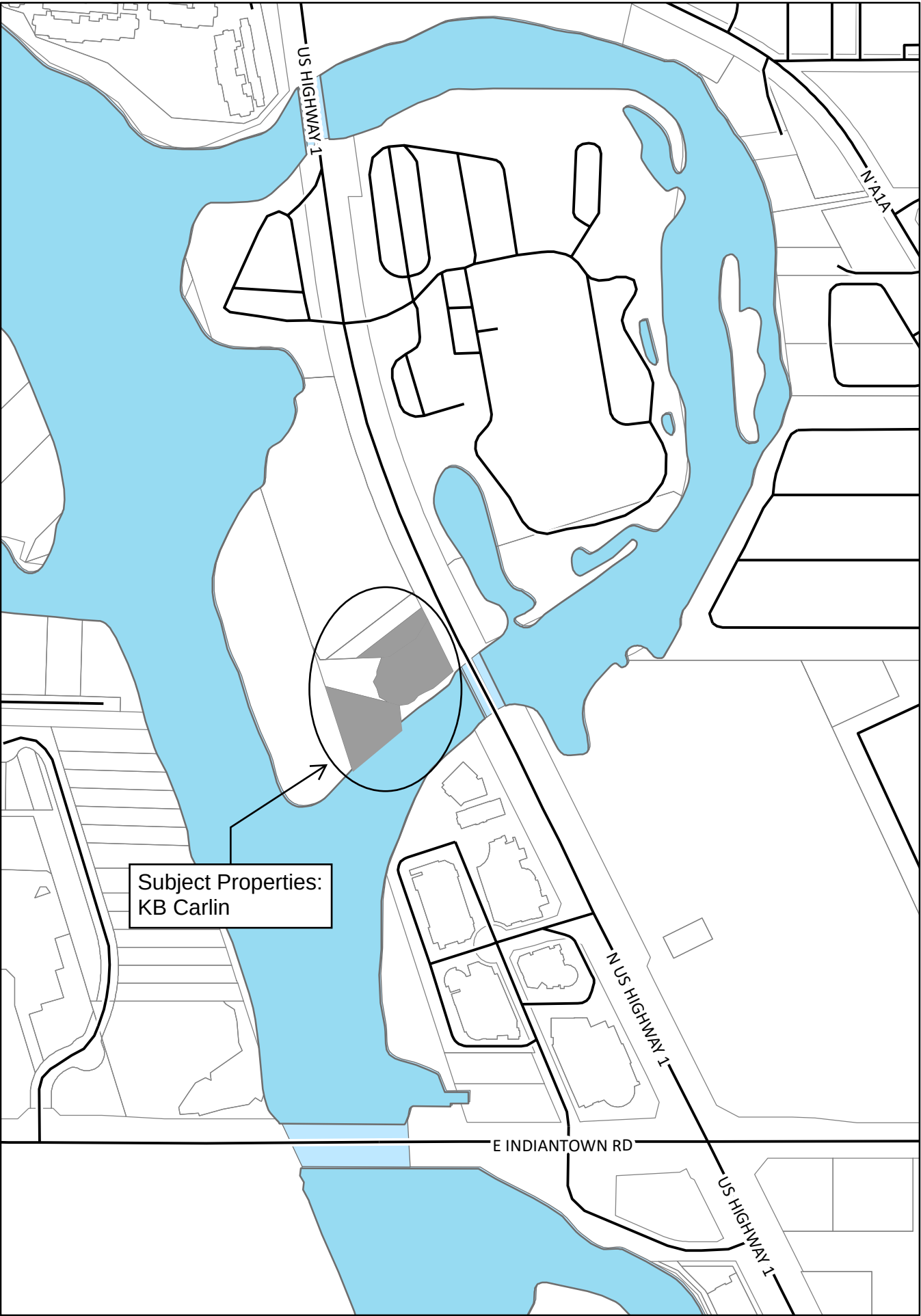
***KB Carlin Future Land Use Map (FLUM) and Rezoning
FLUM and Zoning Map Amendments
Page 7***

Attachment F – Justification Statement
Attachment G – Environmental Assessment
Attachment H - FLUM and Zoning Map amendments Comprehensive Plan Consistency
Attachment I – Infrastructure Impact Analysis
Attachment J – Traffic Analysis
Attachment K –Site Plan and Elevations for proposed develop
Attachment L – Wetland Survey

Contact Thatcher Hart at 561-741-2464 or email at Thatcherh@Jupiter.fl.us for a copy of attachments)

File Path.

V:\PlanningZoning\Staff\WP51\Signature - P&Z\Mar 12, 2024 PZC\KB Carlin FLUM and Zoning\Staff Report - Rezoning & FLUM KB GW.docx



Current FLUM Map

Legend

HIGH DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

LOW DENSITY RESIDENTIAL

MIXED-USE

PUBLIC / INSTITUTIONAL

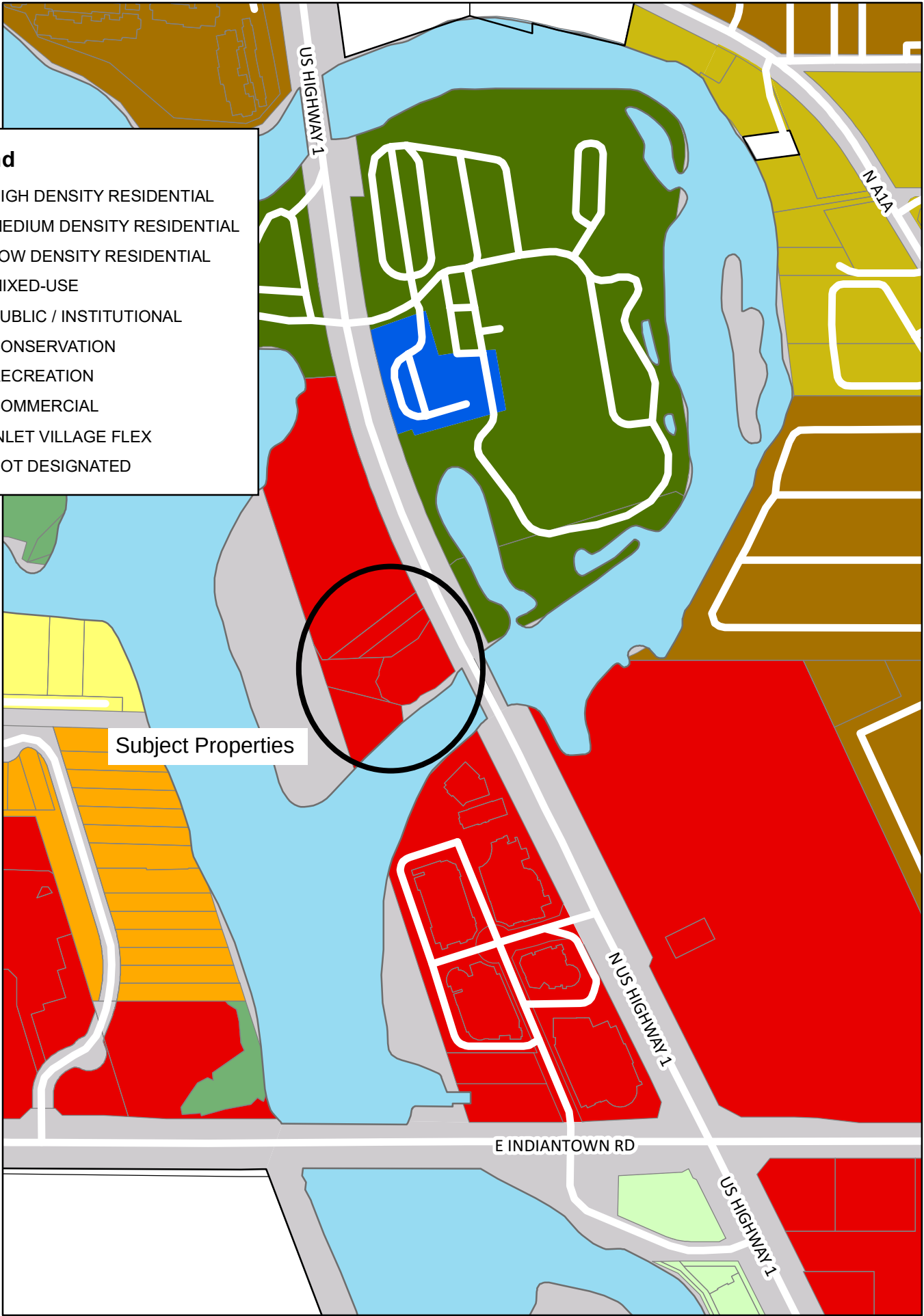
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RECREATION

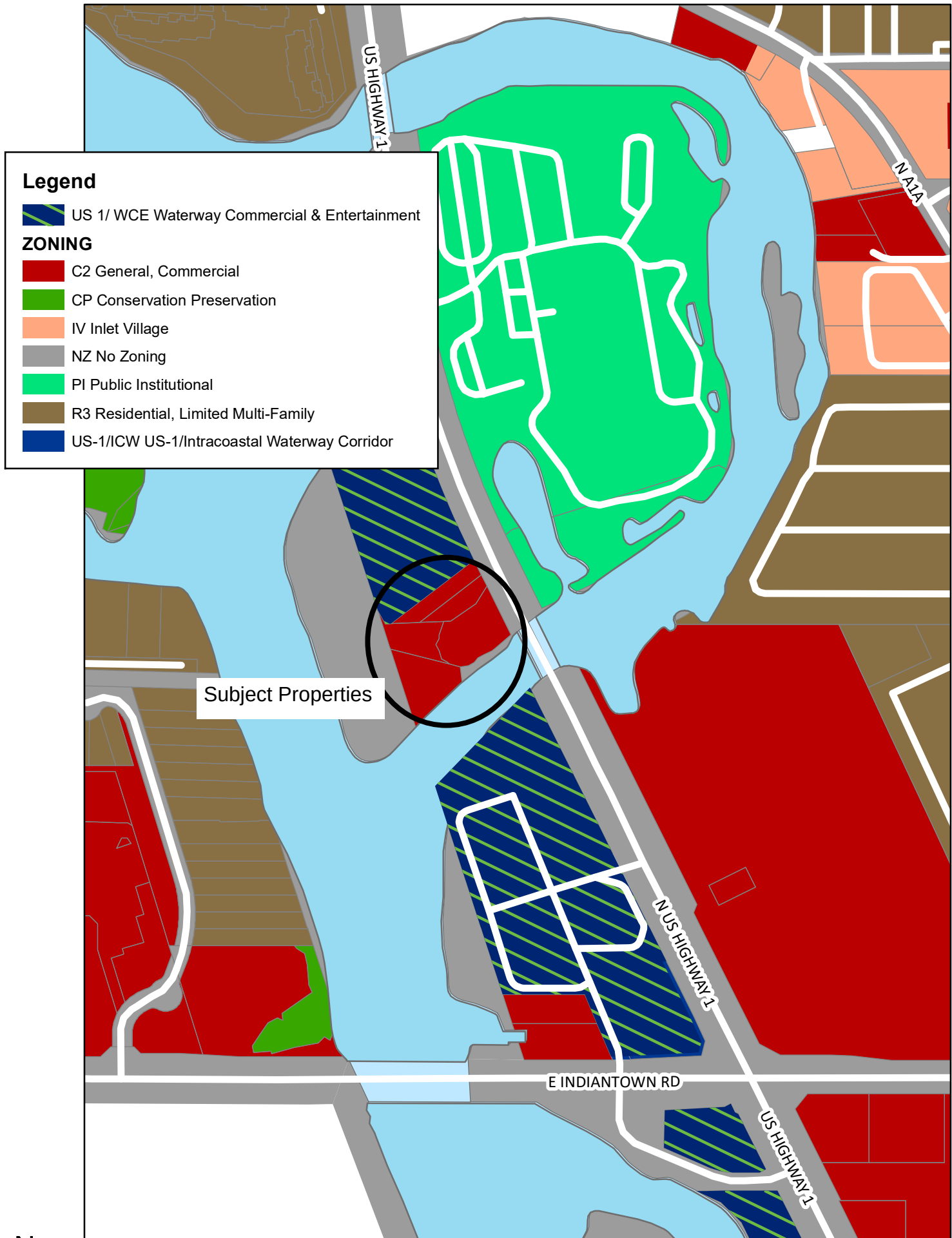
COMMERCIAL

INLET VILLAGE FLEX

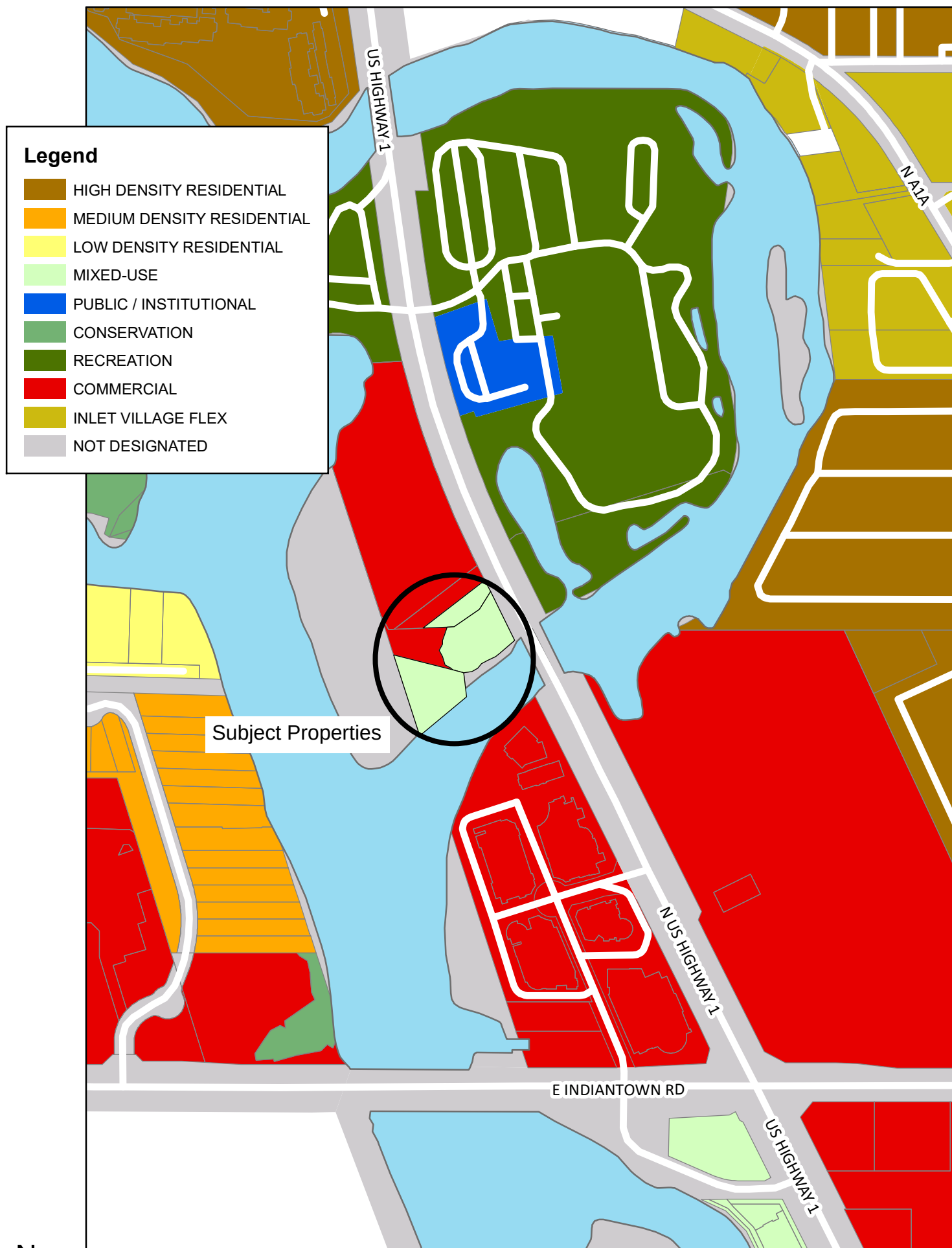
NOT DESIGNATED



Current Zoning Map

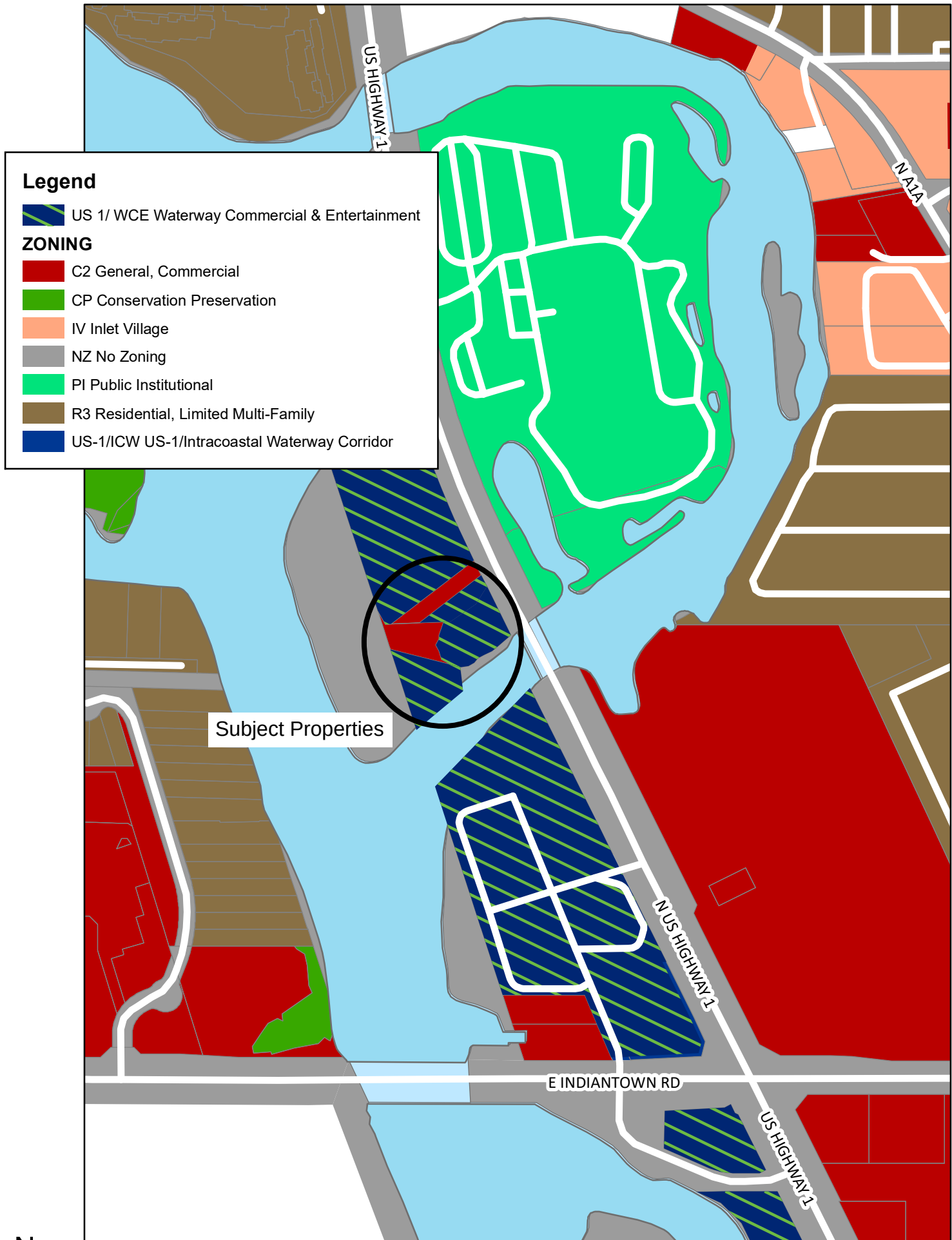


Proposed FLUM Map



Proposed Zoning Map

Attachment E



KB Carlin

Rezoning & Future Land Use Amendment
Statement of Use
October 9, 2023

INTRODUCTION

On the behalf of the applicant, KB Carlin LLC, please accept this as our formal request for rezoning and amendment of the Future Land Use (FLU) designation for a property located within the boundary of the Town of Jupiter. The subject property is approximately 1.6 acres and is located along the intracoastal waterway and US Highway 1. The applicant is proposing to construct a mixed-use building on the property and develop the site under the guidance of the Mixed-Use FLU designation and the Intracoastal Waterway District regulations and the Waterway Commercial & Entertainment Sub-district. The property has a Future Land Use designation of Commercial and a zoning designation of C-2, Commercial, General. Per the requirements of the Comprehensive Plan and Land Development codes for the Town of Jupiter, rezoning and Comprehensive Plan Map Amendment petitions are being submitted for the property to ensure consistency. The property is proposed to reflect a FLU designation of Mixed-Use, and to be rezoned to the US Highway 1 / Intracoastal Waterway Corridor, Commercial Corridor & Entertainment district. The property is directly adjacent to a planned portion of the Jupiter Riverwalk, which is proposed to be constructed as part of the project.

The proposed development project includes 1,500 SF of commercial retail space on the ground floor and 6 residential units across floors 2 through 4. The proposed development includes several significant public benefit improvements. The improvements proposed as part of the application are intended to elevate the property and provide the next connection for the Jupiter River Walk. A conceptual site plan is being submitted as part of this petition. A formal site plan review application with requests for special exception of Residential and Marina uses will be forthcoming.

Applicant/ Owner

KB Carlin LLC
Marc Weissman
415 Grace Church Street
RYE, New York 10580

Agent

Cotleur & Hearing
George Missimer / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dhearing@cotleur-hearing.com
gmissimer@cotleur-hearing.com
mwest@cotleur-hearing.com

PROJECT LOCATION

The subject property is located along US Highway 1 in the Town of Jupiter. The property is approximately .25 miles north of the intersection of E Indiantown Road and US Highway 1. The total site area is approximately 1.62 acres. The property has a Commercial Future Land Use and a Commercial, General (C-2) Zoning designation. The property lies directly east of the Intracoastal waterway.

SURROUNDING LAND USE AND ZONING

Adjacent Property	Future Land Use	Zoning District	Land Use
North	COMMERCIAL	US1/ICW - WCE WATERWAY COMMERCIAL & ENTERTAINMENT	VACANT, PUBLIC OWNERSHIP
South	INTRACOASTAL WATERWAY	INTRACOASTAL WATERWAY	N/A
East	RECREATION	PI PUBLIC/ INSTITUTIONAL	BURT REYNOLDS PARK
West	INTRACOASTAL WATERWAY	INTRACOASTAL WATERWAY	N/A

REQUEST

The subject property is approximately 1.62 acres and is currently zoned C-2 Commercial General. Due to the property being located directly along the Intracoastal Waterway and the planned Jupiter Riverwalk, the property must be rezoned to the US-1/Intracoastal Waterway Corridor, Commercial and Entertainment zoning district. The Applicant and property owner is proposing to construct a multi-use building on the uniquely shaped lot. Proposed within the 4-story structure are 6 residential units and 1,500 SF of ground floor commercial space.

The property has many challenges to development, especially challenges for commercial development. These challenges include the size of the parcel, the existence of wetland areas, access, and the proximity to an existing bridge along US-1. The construction of the bridge created a significant difference in the natural grade of the site and the adjoining roadway. Despite all of these challenges, the Property owner developed a program that would utilize the property in the most effective means, and which provides the most amount of public improvement as a result of the development.

Consistency with the Comprehensive Plan

The request by KB Carlin LLC for rezoning and amending the Future Land Use (FLU) designation for their property is consistent with the Comprehensive Plan for several reasons, aligning with the stated intent and location criteria of the plan:

Unified Development: The Comprehensive Plan's intent is to encourage the development of parcels as a unit rather than on a lot-by-lot basis. KB Carlin LLC's request involves the construction of a mixed-use building, which integrates both residential and non-residential uses across multiple floors. This aligns with the intent of developing a parcel as a unified unit, fostering a true mixing and vertical integration of uses. The proposed FLU and zoning district are consistent with the surrounding area, regarding the existing character and the vision for the future of the area.

Design Flexibility: The Comprehensive Plan aims to provide design freedom and flexibility for the development of parcels to ensure a true mixing and integration of uses. KB Carlin LLC's proposed mixed-use building adheres to this principle by incorporating commercial retail space on the ground floor and residential units on upper floors. This design approach supports the flexibility and integration of different uses. The Mixed Use FLU and US1/ICW designations allow for an innovative development concept that takes the unique challenges of this site into account.

Infill Development: The plan promotes infill development for underutilized areas using a mixed-use development approach. KB Carlin LLC's request to rezone and amend the FLU designation for their property reflects this principle, as it aims to revitalize a property along the intracoastal waterway and US Highway 1, contributing to the overall improvement of the area.

Public Access: The plan encourages providing public access to unique features incorporated into the design of a project. KB Carlin LLC's proposal includes the construction of a portion of the Jupiter Riverwalk, which aligns with the Comprehensive Plan's goal of continuing this connection, and providing public access to unique features like park facilities and water features.

Location Criteria: The location criteria specified in the Comprehensive Plan emphasize the need for land under unified control and planned as a whole. KB Carlin LLC's request involves the development of their property as a single unit, in harmony with the surrounding properties.

In summary, KB Carlin LLC's request aligns with the Comprehensive Plan's intent to promote mixed-use development, design flexibility, integration of uses, and infill development. It also adheres to the location criteria outlined in the plan by promoting consistency of community character in this area of the Town.

Access and Traffic

The subject parcels of land are extremely unique in their size, shape, and location. Despite the property directly abutting US-1, the only access available is via the Old Jupiter Beach Road right-of-way. No access from US-1 is possible due to the bridge location that crosses the Jupiter Ox Bow. As mentioned, the Old Jupiter Beach ROW tract located adjacent to the subject parcel is currently undeveloped and overgrown with invasive exotic plant species. The Applicant is proposing to design and construct the Town road on the Old Jupiter Beach ROW with this development. The intent is to create a decorative paver roadway with historical placards and native landscaping.

A traffic analysis has been created for the proposed development and it found that there is not a significant increase in daily trips based on the proposed development program, and no turn lane is required.

Greenspace

There are several public benefits as part of the proposed development and there are several minimum code requirements that are being exceeded. The development plan includes 72.44% green space over the parcel. The greenspace around the building is planted primarily with native species and the existing landscape area is proposed to be completely cleared of invasive species and restored to a true native Florida habitat.

Conclusion

On behalf of the applicant, KB Carlin LLC, please accept this as our formal request for Rezoning and Comprehensive Plan Map Amendment for a property located within the boundary of the Town of Jupiter. The subject property is approximately 1.6 acres and is located along the intracoastal waterway and US Highway 1. The applicant would like to construct a mixed-use building on the property and develop the site under the guidance of the Intracoastal Waterway District regulations and the Waterway Commercial & Entertainment Sub-district. The vision for the development project includes 1,500 SF of commercial retail space on the ground floor and 6 residential units across floors 2 through 4. The site proposal will include several significant public benefit improvements that go above and beyond what could be required for the development of the parcel. The improvements proposed as part of the application will be intended to elevate the property and provide the next connection for the Jupiter River Walk.

EW CONSULTANTS, INC.
NATURAL RESOURCE MANAGEMENT, WETLAND, AND ENVIRONMENTAL PERMITTING SERVICES



KB CARLIN PARCEL JUPITER, FLORIDA

ENVIRONMENTAL ASSESSMENT REPORT

Prepared for:

**Cobert Haber & Haber LLP
200 Garden City Plaza, Suite 103
Garden City, NY 11530**

Prepared by:

EW CONSULTANTS, INC.

August 2023

INTRODUCTION

EW Consultants, Inc. (EW) conducted an environmental assessment of the KB Carlin Jupiter parcel in May 2022, and revisited in July 2023, in Palm Beach County, Florida. The subject site covered by this environmental assessment consists of undeveloped land approximately 1.6 acres in size. The site is within Section 6, Township 41 south, and Range 43 east, in the Town of Jupiter. The property is bordered on the north by undeveloped land, mangrove swamp and the remains of a demolished building; on the east by U.S. Highway 1 (US1); on the west by mangrove swamp; on the south/southeast by waters connecting to Intracoastal Waterway. Location maps and a 2023 aerial photograph are provided in the Appendix as Figures 1 through 3.

PROPERTY DESCRIPTION AND METHODS

The property currently comprises mangrove swamp and non-native habitat. The non-native habitats are dominated by exotic species of vegetation. The mangrove swamp portion of the parcel does contain the fundamental components to be considered a native habitat community.

Chronological review of historical aerial imagery shows that the property has been undeveloped as far back as imagery exists, at least since the construction of US1, with the only visible impacts being historic mosquito ditching through the mangroves. The property has an abundance of invasive exotic Australian pine trees as far back as imagery exists, with the mangroves interleaved in adjacent to the water and wedged along the shoreline. Land clearing on the property adjacent to the north occurred sometime between 1979 and 1984. Land clearing on the Burt Reynolds Park locations east and west of US1 were underway in 1957 and beyond. A substructure for a building was installed on the adjacent north property after 1984 and the remaining development plans did not come to fruition. The land has remained in that state until the present, with the remnant building still in place.

Prior to the site visit, the U.S. Geological Survey 7.5-minute Quadrangle Topographic Map ‘Jupiter Quadrangle’ and a soil survey report for the property, obtained from the USDA (U.S. Department of Agriculture, Natural Resources Conservation Service – Web Soil Survey) were reviewed to determine topographic features and site soil mapping units. Copies of the Palm Beach County aerial photographs of the parcel were obtained and reviewed to determine potential locations of environmental features.

Pedestrian transects of the parcel were conducted to map approximate locations and boundaries of significant environmental resources, vegetative communities, exotic vegetation, and potential jurisdictional wetland areas. The survey was also conducted to note any occurrence of listed plant or animal species and vegetative communities which would require protection or identification by Palm Beach County, the local municipality, or any State or Federal agency.

Vegetation protection in the Town of Jupiter is mandated under Section 26, Article III, of the Ordinance. The Ordinance requires preservation of a minimum of 25 percent of each native upland

plant community and environmentally sensitive lands on site. In addition, the Ordinance requires that environmentally sensitive lands (mangrove swamp) shall be preserved at a rate of a minimum of 25 percent, including canopy, understory and ground cover, where applicable, as natural preserve areas.

Wetland protection is mandated under federal, state, and local regulations. The U.S. Army Corps of Engineers (CE) regulates activities in Waters of the United States pursuant to the Clean Water Act (PL92-500 Section 404) as further defined in the CE regulatory program (33 CFR 320-330). The State of Florida Department of Environmental Protection (DEP) has established wetland identification and permitting processes at Chapter 62-330, 62-340, and 62-312 of the Florida Administrative Code (FAC). Current federal and state wetland definitions are derived from the original definition found in 33 CFR 328.3, identifying wetlands as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions”. Delineation of federally regulated jurisdictional wetlands is determined by the Corps of Engineers Wetlands Delineation Manual (USAE Waterways Experiment Station Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (USAE Research and Development Center 2010). Delineation of wetlands regulated by DEP and South Florida Water Management District (SFWMD) is done according to Chapter 62-340 FAC, Delineation of the Landward Extent of Wetlands and Surface Waters. The Florida Wetlands Delineation Manual (Gilbert et al. 1995) serves as a guide to Chapter 62-340. Both manuals, which emphasize the identification of hydric soils, hydrophytic vegetation, and wetland hydrologic conditions in making wetland determinations, were used in this investigation.

SOILS

The soils on the site are mapped as Arents-Urban land complex. A description of the soil type in its natural condition is listed below. This description is based upon the general characteristics for the soil types as illustrated in the Soils Survey of Palm Beach County Area, Florida and are not necessarily indicative of the exact characteristics of the parcel. A soils map with the site boundary is included in the Appendix as an attachment.

Arents-Urban land complex, organic substratum (5) – The entire parcel is mapped as this soil type. This complex comprises nearly level, somewhat poorly drained, sandy soils, and urban land overlying organic soils. The areas were formerly organic marshes and swamps that were filled for urban use. This complex is about 50 to 75 percent Arents, and 25 to 50 percent Urban land. Arents consists of lawns, vacant lots, undeveloped areas, and other open land. Urban land consists of areas covered by streets, side-walks, driveways, houses, and other structures. Included with this complex in mapping are areas of soils that do not have an organic substratum and small areas of soils along the Intracoastal Waterway that have a layer of soft marl between the sandy surface layer and the organic substratum. In a few small areas the organic material begins at a depth of 50 inches. Permeability is rapid. The available water capacity is low or very low in the sand layers and very

high in the organic layers. This location comprises most of the subtypes included in this classification to varying degrees across the site.

NATURAL COMMUNITIES AND LAND COVERS

The Guide to the Natural Communities of Florida (Florida Natural Areas Inventory 1990) provides classification of natural communities of Florida and was used in this investigation. Approximate location of vegetative community cover type boundaries and other features of the site were mapped in accordance with Florida Land Use Cover and Forms Classification Systems Handbook (Florida Department of Transportation 1999) (FLUCFCS).

Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject site. The vegetative community descriptions include discussions of potential wildlife habitat in those communities. A land cover map of the observed community types with acreage is included as Figure 4 in the Appendix.

540 Bays and Estuaries – 0.07 +/- acres – A portion of the southern boundary of the property extends into the Jupiter River which is a component of the Intracoastal Waterway. Although most of this area consists of open water, other vegetation includes the overhanging canopy from the adjacent mangrove swamp habitat and submerged lands along the shoreline with the potential occurrence of protected sea grasses.

612 Mangrove Swamps – 0.73 +/- acres – This native coastal hardwood community is composed of white mangrove, red mangrove and black mangrove seedlings, saplings and mature trees. The mangrove swamp habitat extends along the western and southern boundaries of the upland portion of the site in the east and extends to and beyond the western, northern, and southern property boundaries. Some Australian pine and Brazilian pepper is present in areas where the mangrove swamp adjoins the upland habitats.

619 Exotic Wetland Hardwoods – 0.18 +/- acres – This tidal wetland area consists of an exotic Australian pine canopy with a sparse subcanopy of seagrass, seaside mahoe, red mangrove, black mangrove, and white mangrove along the outer perimeter. The groundcover contains scattered red mangrove, white mangrove, and black mangrove seedlings, black mangrove pneumatophores, and sea purslane.

740 – Disturbed Lands 0.64 +/- acres – This disturbed area has been previously cleared and has regrowth of primarily exotic invasive species such as Brazilian pepper and Australian pine. Invasive Australian pine was introduced to south Florida from Australia, it is common on disturbed sites, forming dense thickets, and is frequently planted as wind breaks and soil stabilizers. The trees are a near monoculture on this site and extend from the uplands to scattered occurrences in the wetland.

LISTED SPECIES AND WILDLIFE

Listed species of wildlife are found in *Florida's Endangered Species, Threatened Species and Species of Special Concern, Official Lists* (Florida Fish and Wildlife Conservation Commission December 2022) and regulated plants are listed in *Preservation of Native Flora of Florida*, Chapter 5B-40 (Florida Department of Agriculture and Consumer Services, Division of Plant Industry, April 2004). A preliminary series of pedestrian transects were conducted across the property to determine the presence of any listed species.

The three mangrove species found within the wetland areas of the property are protected by the 1996 Mangrove Trimming and Preservation Act (Sections 403.9321 - 403.9333, Florida Statutes) as well as by local authority. The intent of this legislation is to protect and preserve mangrove resources from unregulated removal, defoliation and destruction. The science supporting the regulations finds that mangroves play an important ecological role as habitat for various species of marine and estuarine wildlife as well as shoreline stabilization and water quality protection. Statute 403.9326 enumerates the exemptions and guidelines to this policy including the criteria for the trimming of mangrove trees.

A seagrass survey was not conducted during this assessment, however the submerged lands along the shoreline with the potential occurrence of protected sea grasses indicate the need for a seagrass survey to be conducted prior to the commencement of any in-water site work.

The location is within the U.S. Fish and Wildlife Service consultation area for the federally endangered Florida Bonneted Bat. Properties within the consultation area with specific tree species characteristics or structures (utility poles/overpass) greater than 15' in height, in addition to certain other structures, are required to be surveyed for potential roosting by the Florida Bonneted Bat. The property also potentially falls within the definition of foraging habitat due to its being situated "...in urban and residential areas (where) drinking water, prey base, and suitable foraging can be found at golf courses, parking lots, and parks in addition to relatively small patches of natural habitat.". A survey should be completed and reviewed by U.S. Fish and Wildlife Service prior to any clearing or construction activities on the property.

No other listed species of plants or wildlife were observed on the property. The disturbed nature of the upland portion of the property which consists of a dominance of exotic vegetation has left most of this habitat degraded and inappropriate for most listed species. Non-listed wildlife observed includes fiddler crab, mangrove crab, mourning dove, Cuban anole and raccoon scat.

WETLANDS

The property is located in an incorporated area of Palm Beach County (Town of Jupiter) and according to the Town's municipal code, the applicable state and federal agencies regulate impacts to wetlands. Wetland areas were observed on the subject property. If impacts are proposed, these areas will require permitting and mitigation under current state and federal rules. The western 0.98

acre of the property would likely be classified as jurisdictional wetland habitat as shown on the FLUCFCS map, Figure 4 (codes 540, 612, and 619). The exact boundaries of the jurisdictional wetland habitat is subject to review and approval by the State and Federal agencies, the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (COE). In addition to the regulation of mangrove trimming discussed above, SFWMD and COE also regulate any proposed impacts to jurisdictional wetlands. Any proposed impacts in wetlands (filling, dredging, docks, retaining walls, etc.) will require permits and also compensatory mitigation for the impacts. The amount of credit required is determined by the size and habitat quality within the specific impact area.

SUMMARY

The Code of Ordinance defines environmentally sensitive lands, native upland vegetative communities, and trees that require preservation, protection, or mitigation. No native upland communities were observed on this parcel, and therefore no preservation of upland habitat would be required. The Ordinance also requires preservation or relocation of native trees where feasible. A native tree survey should be conducted to determine the quantity and locations of existing native trees such as live oak, strangler fig, and sabal palms on the property. This would assist in site planning to incorporate as much of the native vegetation as possible. Sabal palms occur throughout the parcel whereas the few live oaks occur along the north and west boundaries. Native upland trees that cannot be preserved or relocated may require mitigation in accordance with the Tree Credit Replacement Table found in Section 26-121 of the Ordinance. Additionally, in accordance with the Ordinance, all Category I, Florida Exotic Pest Plant Council (FEPPC) listed exotic plant species occurring on the property must be eradicated as a condition of development. Exotic species targeted by the Town of Jupiter can be found in Section 26-125.

This parcel contains approximately 0.98 acres of wetland habitat. Impacts to wetlands will require permits and compensatory mitigation as described above. Permits must also be obtained for any trimming or other alterations to mangroves.

The property falls within the U.S. Fish and Wildlife Service (FWS) Consultation Area for the Florida Bonneted Bat. The bridge structure and some of the trees fit the definitions of potential roosting habitat, therefore a Potential Roosting Habitat survey should be completed and a determination made according to the guidelines whether further inquiry or action would be required by FWS.

Due to the presence of submerged lands along the shoreline of the subject property, it is recommended that a seagrass survey be conducted prior to the commencement of any in-water site work. The submerged bottom area should be surveyed for the presence, quantity, and location of any species of seagrass or other submerged resources.

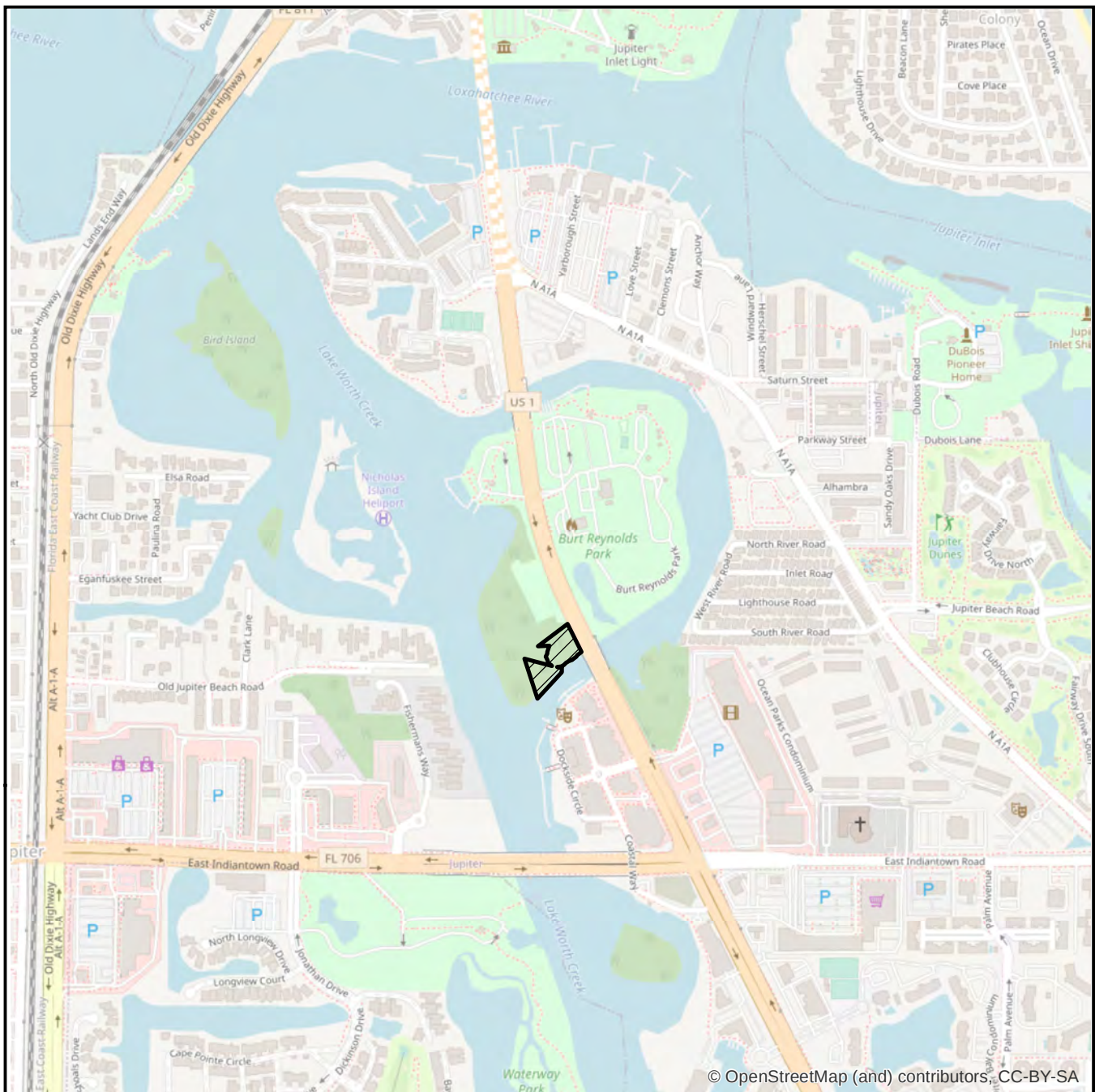
APPENDIX

Maps and Figures:

Figure 1: Location Map
Figure 2: Quad Map
Figure 3: Aerial Map
Figure 4: FLUCCS Map
Figure 5. Wetland Map

Attachment:

USDA Soils Report



0 1,000 Feet

LEGEND

 - SITE (1.62 +/- AC)

KB CARLIN LOCATION MAP

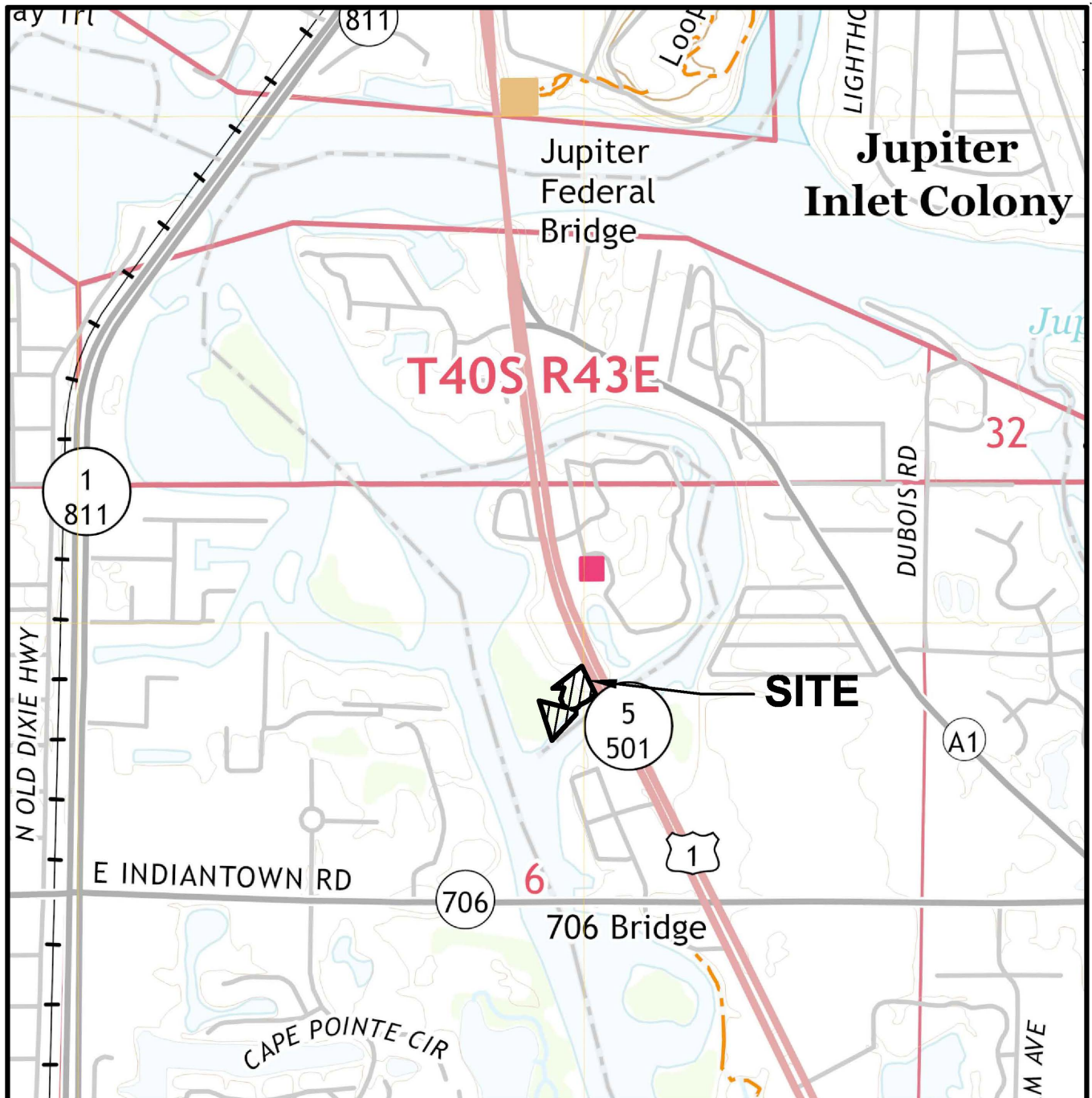
EW CONSULTANTS, INC.

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WEST PALM BEACH, FL 33407
561-291-7950 PHONE 561-530-4908 FAX
WWW.EWCONSULTANTS.COM

AUG 2023

FIGURE

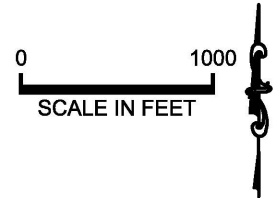
1



USGS QUAD MAP "JUPITER", SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, LATITUDE 26°56'15 LONGITUDE -80°05'01"

LEGEND

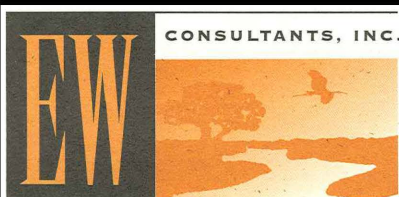
 - SITE (1.62± AC)



KB CARLIN

QUAD

KB Carlin Parcel.dwg QUAD



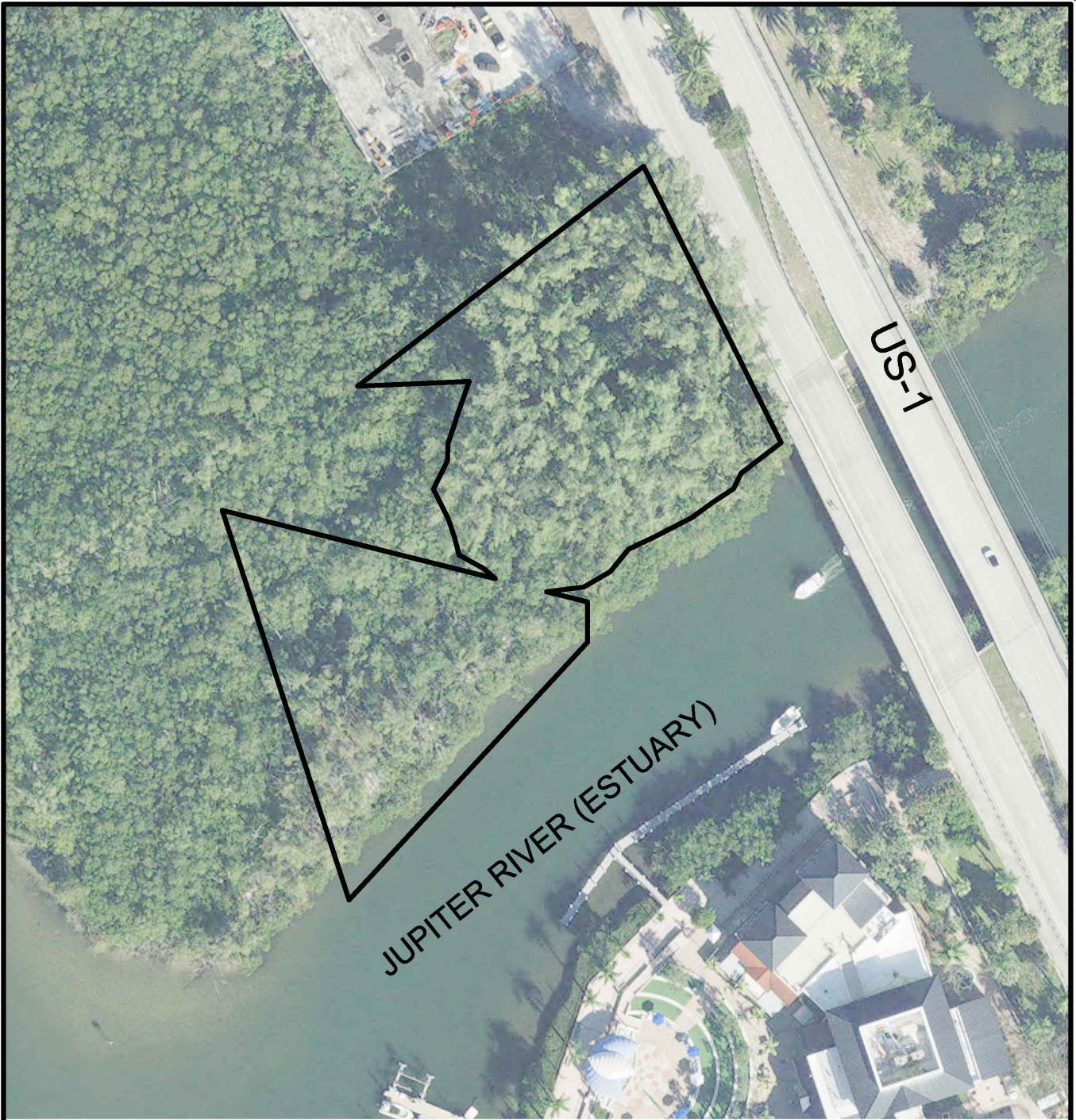
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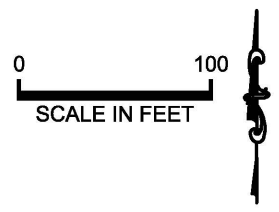
AUG 2023

FIGURE

2

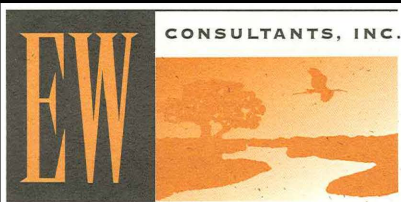


PALM BEACH COUNTY AERIAL DATED 2023



KB CARLIN AERIAL

KB Carlin Parcel.dwg AERIAL

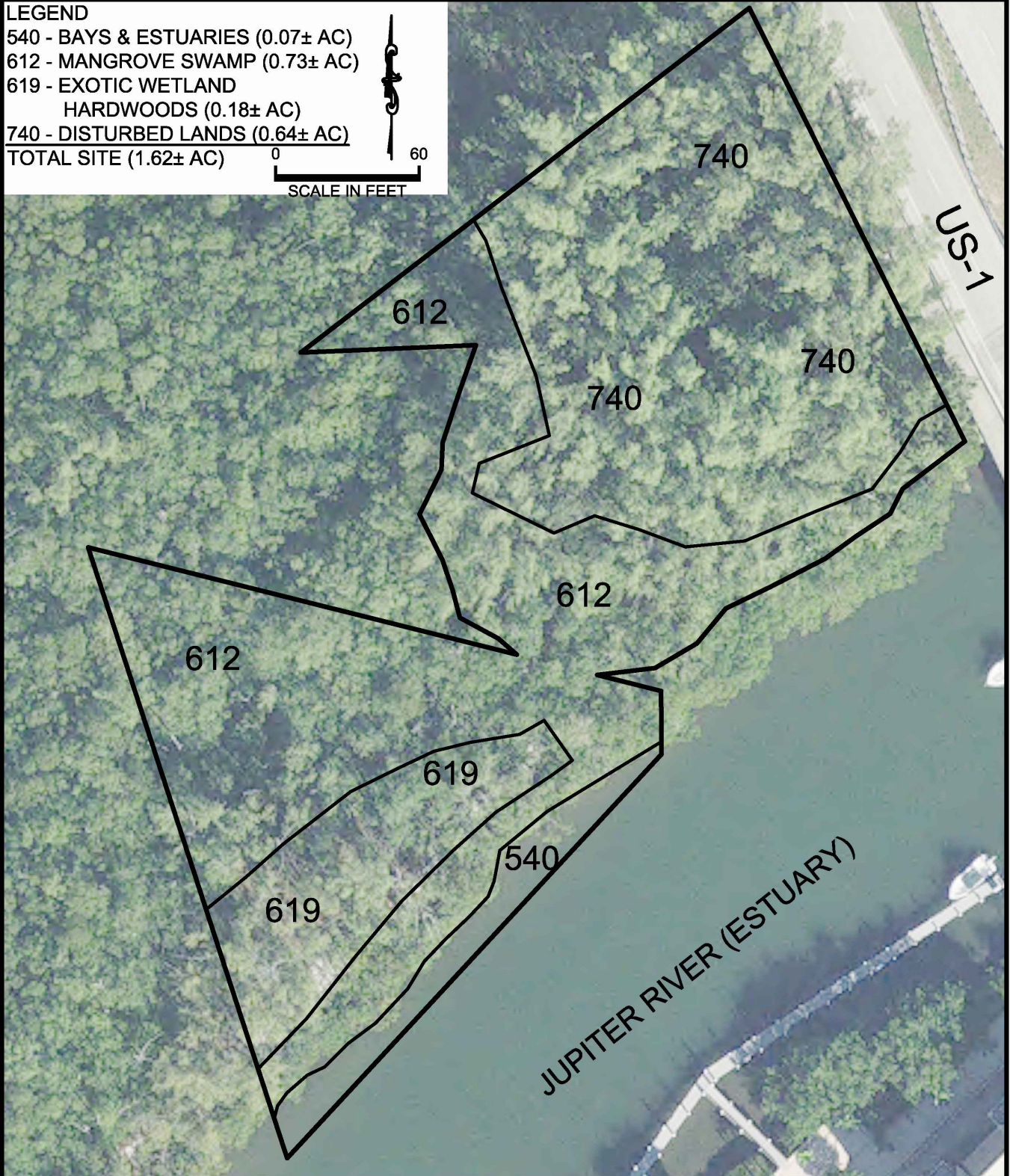


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FIGURE
3

LEGEND

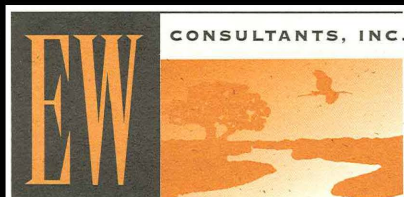
540 - BAYS & ESTUARIES (0.07± AC)
 612 - MANGROVE SWAMP (0.73± AC)
 619 - EXOTIC WETLAND
 HARDWOODS (0.18± AC)
 740 - DISTURBED LANDS (0.64± AC)
 TOTAL SITE (1.62± AC)



PALM BEACH COUNTY
 AERIAL DATED 2023

KB CARLIN
FLUCFCS

KB Carlin Parcel.dwg FLUCFCS



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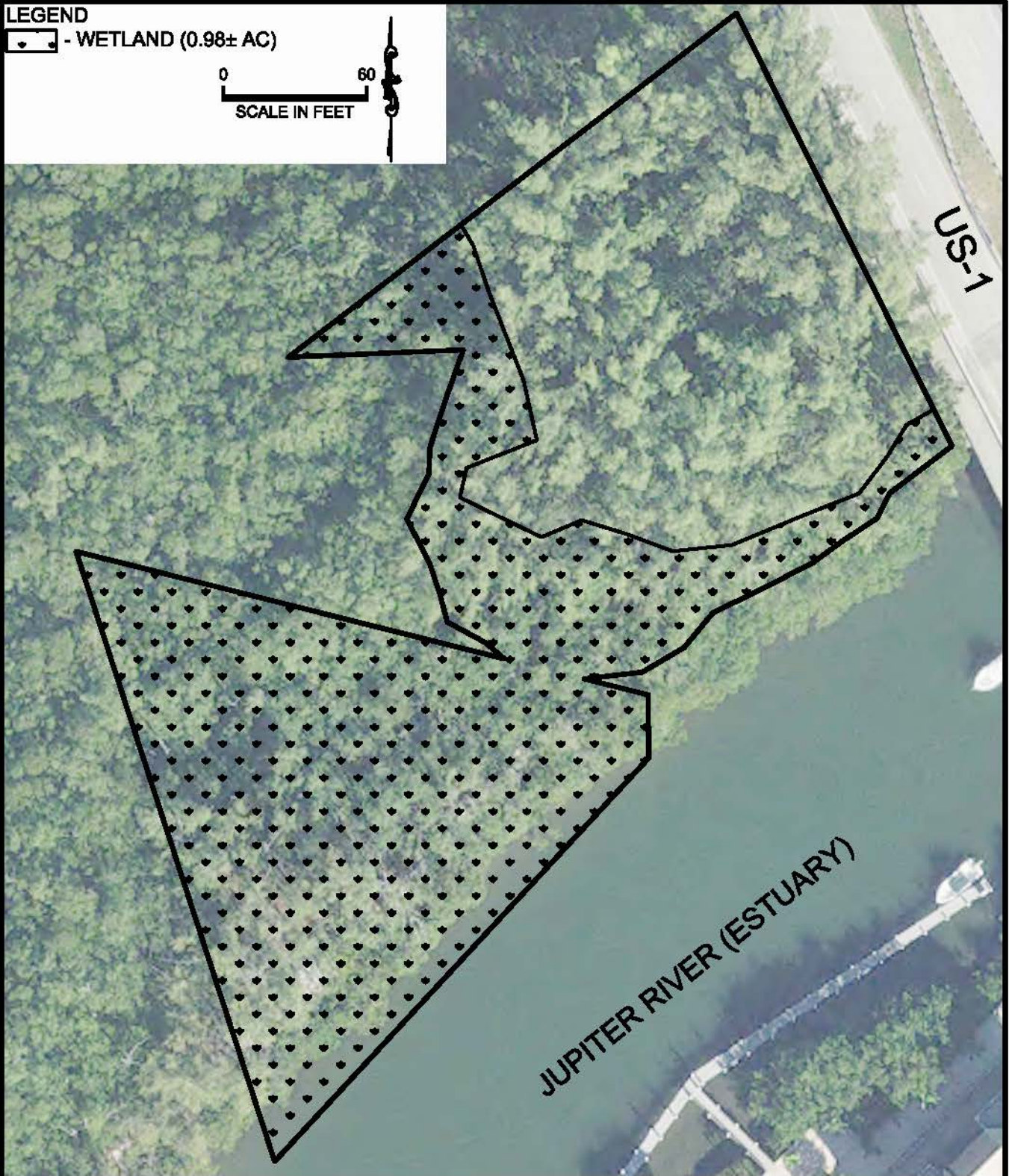
FIGURE

4

LEGEND

 - WETLAND (0.98± AC)

0 60
SCALE IN FEET



PALM BEACH COUNTY AERIAL
DATED 2023

**KB CARLIN
WETLAND MAP**

KB Carlin Parcel.dwg WETLAND



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FIGURE

5

Soil Map—Palm Beach County Area, Florida (KB Carlin)



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

Soil Map—Palm Beach County Area, Florida
(KB Carlin)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida

Survey Area Data: Version 19, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 14, 2022—Jan 24, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5	Arents-Urban land complex, organic substratum	1.6	99.9%
99	Water	0.0	0.1%
Totals for Area of Interest		1.6	100.0%

Comprehensive Plan Objectives and Policies Consistency Analysis

FUTURE LAND USE ELEMENT

Policy 1.3.10 Mixed Use - This future land use designation is intended to foster infill, assist in the implementation of recommendations from special studies (i.e., roadway corridor, redevelopment, etc.) that the Town may undertake, and redevelopment efforts, as well as allowing for the creation of traditional neighborhood developments (TNDs) in order to lessen the need for additional vehicular trips; to deter urban sprawl; and to encourage the development of new affordable housing.

This type of future land use classification is characterized by the mix of two or more distinct land uses in which no one particular type of use predominates. In addition, mixed use development is dependent on the successful integration of these distinct uses together in order to create a functioning, multi-faceted type of development. Integration is defined as the combination of distinct uses on a single site where impacts from differing uses are mitigated through site design techniques, and where differing uses are expected to benefit from the close proximity of complementary uses. All requests for development approval based on a mixed use concept must be able to demonstrate functional horizontal integration of the allowable uses, and where applicable, vertical integration as well.

a) Intent

- 1) Provide guidelines to develop a parcel as a unit rather than on a lot by lot basis as provided for in the Town's zoning regulations.
- 2) Provide guidelines for the design freedom and flexibility for development of a parcel to insure a true mixing and integration of residential and nonresidential uses both vertically and horizontally.
- 3) Provide for a unified design concept providing both vertical and horizontal integration and continuity among the various uses and physical elements causing a better environment.
- 4) Provide for guidelines in which a project demonstrates both vertical and horizontal integration of uses to provide compatibility, functionality and flexibility.
- 5) Provide guidelines for mitigating uncomplimentary uses through the deletion of uncomplimentary land uses utilizing design criteria such as unique architectural features, buffering, etc.
- 6) Provide an avenue for the infill of degraded areas utilizing mixed uses development which promotes integration of uses for flexibility and design.
- 7) Provide a mechanism whereby any project utilizing a Mixed Use approach will work within the existing roadway grid pattern.
- 8) Provide public access to existing or proposed unique features that are incorporated into the design of the project (i.e., central squares, marinas, water features, park facilities, etc.).

b) Location Criteria

- 1) Land is under unified control, planned and developed as a whole in a single development or approved series of developments.
- 2) Principal and accessory uses and structures must be substantially related to the character of the development itself and the surrounding areas in which it is a part.
- 3) The project is developed according to complete and detailed plans which include but are not limited to streets, utilities, lots or building sites, floor plans and elevations of all buildings.
- 4) The project will include a program for the full provision, maintenance and operation of lands, buildings, improvements, facilities and services designed for common use.
- 5) Fronting on major arterial or collector roadways, as defined in this plan.

- 6) Adjacent to low, medium and high density residential areas, only when adequate buffering is provided.
- 7) Within one quarter mile of park and open space areas when park and open spaces are not incorporated into the design feature of the project.
- 8) Located in areas served by adequate levels of public facilities and services.
- 9) Within existing urbanizing areas located east of the I 95/Florida Turnpike corridor, or located immediately adjacent to the Florida Turnpike Interchange.
- 10) Within the boundaries of an area that has been the subject of special Town study and the study has been adopted by the Town, including recommendations that support the designation of properties within the study area as mixed use. The study may also recommend the application of other Class A or B intensity measures regardless of the project size.
- 11) High Tech, bio tech, and office research uses should be encouraged in Workplace zoning districts of the MXD.
- 12) The intensity of the project will be evaluated based on the availability of services and facilities to support the development utilizing the following density and intensity measure:

Table 1. Mixed Use Future Land Use Intensity Measures (A percentage of the project's gross acreage)					
Class	Project Size	Residential	Commercial/Office¹	Industrial	Parks, Recreation, Open Space, Public/Institutional
A	Up to 15 acres	Maximum Density of 8 Units/Acre	Maximum of 0.30 FAR ²	Not available	Minimum of 15% of total area
B	15.1 - 100 acres	Minimum of 25% (Maximum Density is 6 Units/ Acre)	Maximum of 40% of total area	Maximum of 15% of total area	Minimum of 15% of total area
C	More than 100.1 acres	Minimum of 42% (Maximum Density is 4 Units/Acre)	Maximum of 6% of total area	Maximum of 6% ³ of total area	Minimum of 46% of total area
¹ This area can also include public or civic uses. ² FAR refers to Floor Area Ratio. Both the residential and commercial/office density/intensity indicators will be based on the gross floor area of the project ³ Industrial area must be situated so as to form a major economic activity center for the project. Light industrial, corporate offices, research and development and ancillary uses are permitted within the center. The specific uses in the economic activity center are controlled by the Town's zoning ordinance.					

Density and Intensity Measures Recognizing that mixed projects have varying characteristics as a function of the size of the development, intensity and density measures are indicated below in Table 1 for proposed mixed-use developments up to 15 acres, from 15.1 to 100 acres, and 100.1 acres or more. The following intensity measures provided for in Class A or B can be applied to any mixed use development regardless of project size, provided it is less than 100 acres, when a mixed use designation is recommended as part of a special study undertaken by the Town.

Staff Comment: The subject property is located adjacent to commercial future land use designated properties to the north and south. While mixed use is not incompatible with the commercial future land use designations to the north and south, the U.S. Highway One/Intracoastal Waterway Corridor focuses on commercial uses, as noted in the objectives and policies below.

Objective 1.9 The Town shall continue to maintain land development regulations for the U. S. Highway One/ Intracoastal Waterway corridor to ensure that new development and any redevelopment emphasizes and enhances the proximity of the Intracoastal Waterway and the Jupiter Inlet including the provision of public access, through the components of a riverwalk corridor and a scenic corridor. All properties located in the U.S. Highway One/Intracoastal Waterway Corridor, as depicted on the Future Land Use Map, shall be developed consistent with the objectives and policies for the corridor, and the corresponding sectors.

Policy 1.9.6 Waterway, Commercial, and Entertainment sector shall emphasize a mixture of entertainment and commercial uses, linked in a north-south manner by a waterfront walkway, providing public access and an integrated pathway through the properties along the Intracoastal Waterway, which is a destination activity core for the waterfront corridor, thereby, enhancing the opportunities for the citizens to obtain access and enjoy the natural resources of the region.

Staff Comment (both): While the mixed use Future Land Use designation is not inconsistent with the above policies, the objectives and policies noted above do not mention or encourage the use of residential in the Sector. The subject property, as well as the properties to the north and south, currently have a Commercial Future Land Use designation, which also aligns with the objectives and policies noted above. The proposed future land use of Mixed-Use introduces residential uses which may cause additional conflicts with the intended goals of the sector to provide entertainment and commercial uses that are more active and noisier. The applicant's proposed project is predominately residential with only 1,500 square feet of commercial use. The commercial use is located on the ground floor, which places it below the level of the adjacent roadway, diminishing its visibility and likely its viability.

V:\PlanningZoning\Staff\WP51\PROJECTS\KB Carlin\FLUM Amendment\Staff Report\Attachment H - Comp Plan GOPS Consistency Analysis.docx

Infrastructure Impact Analysis (Infrastructure Element Policy 1.4.4):

1. *Water.* The subject property is currently served by the Town's water utility. The Town's water plant has a permitted capacity of 30.0 million gallons per day (mgd). As of December 31, 2016, the Town has water demand reservations of 16.8 mgd. With an excess capacity of approximately 13.2 mgd, there is sufficient water services capacity available to service the subject property.
2. *Sanitary Sewer.* The subject property is currently serviced by the Loxahatchee River District (LRD). The LRD has a sanitary sewer capacity of approximately 11 mgd. LRD has current sanitary demand of approximately 7.4 mgd. With an excess capacity of approximately 3.6 mgd, LRD has sufficient sanitary sewer capacity available to service the subject property.
3. *Stormwater.* Any development improvements on the subject property will be required to satisfy the Town's on-site retention requirements and other related standards of the South Florida Water Management District as stated in Policy 1.3.11 of the Town's Infrastructure Element, and Policy 1.2.1 of the Town's Capital Improvements Element.
4. *Solid waste.* Collection is provided by Waste Management, Inc. which currently has a franchise agreement with the Town for waste disposal services. As provided in the Solid Waste Authority 2017 Landfill Depletion Model, the Solid Waste Authority of Palm Beach County estimates its Northern County Landfills have a total remaining capacity of 25,303,180 cubic yards, which is estimated to meet countywide needs through 2049. Therefore, there is sufficient solid waste capacity available to service the subject property.
5. *Police.* Police service will be provided by the Jupiter Police Department. Assigning the subject property with the Mixed Use land use designation should not have any significant impact to police services.
6. *Fire Rescue.* Palm Beach County (PBC) Fire-Rescue Station 18 on the US-1 Highway is responsible for fire-rescue service to the subject property. PBC Fire-Rescue staff did not have any comments for the Future Land Use Map (FLUM) and Zoning Map amendment applications or concurrent Planned Unit Development, Site Plan and Special Exception applications for the subject property.
7. *General Government.* No significant increase in demand for general government services is anticipated.
8. *Intergovernmental Coordination.* Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendments. As of the date of this report, staff has not received any comments from any adjacent local governments.
9. *Recreation.* The land use amendment from Commercial to Mixed Use will not have any significant impacts on the Town's recreational facilities.
10. *School Concurrency.* The proposed Mixed Use land use designation is not likely to have any significant additional impact of school facilities. The Palm Beach County School District has been provided a copy of the Statement of Use for the FLUM and Zoning Map amendment applications.



October 9, 2023

Frank Fore
Town of Jupiter Planning and Zoning Division
210 Military Trail
Jupiter, FL 33458

**RE: KB Carlin Condominiums
Future Lane Use – Traffic Analysis
Jupiter, Florida
Kimley-Horn #241013000**

Dear Frank:

Kimley-Horn and Associates, Inc. has been retained to perform a traffic impact evaluation for a Future Land Use amendment for a site located on the west side of US Highway 1, just south of Burt Reynolds Park in Jupiter, Florida (see Figure 1). The site is currently vacant and is proposed to be developed with 1,500 sf of retail use and 6 multifamily dwelling units. The Parcel Control Numbers (PCN) for the project site are as follows:

- 30-43-41-06-00-000-0020
- 30-43-41-06-00-003-0090
- 30-43-41-06-00-009-0050

To develop the project that has been proposed, the parcel's Future Land Use will need to be amended. This analysis was conducted to evaluate the potential traffic impacts related to the proposed Future Land Use amendment from General Commercial to Mixed Use. To perform this analysis, the trip generation from the maximum existing development potential was compared to trip generation from the maximum proposed development potential. The Town of Jupiter's Code of Ordinances was referenced to determine the maximum development potential permitted under each Future Land Use designation. Table 1 below summarizes the maximum development potential under the existing and proposed zoning designations based on the maximum permitted lot coverage and maximum permitted building heights.

Table 1: Maximum Development Potential Determination

Zoning Designation	Acres	Maximum Permitted Lot Coverage	Building Height	Resulting Development Potential
General Commercial	1.8422	35%	35 feet (assumed 2 stories)	56,172 sf
Mixed Use	1.8422	8 DU/acre & .3 FAR of commercial	-	24,074 sf 14 MFDU

As illustrated in the table above, under the existing zoning designation of General Commercial, a maximum of 140,431 square feet of commercial use could be developed. Under the proposed designation of U.S. One/Intracoastal Waterway Corridor Zoning District, a maximum of 98,302 square feet of commercial use could be developed.



LEGEND



Site Location

FIGURE 1

KB Carlin Condominiums

KH #241013000

Site Location

TRIP GENERATION DETERMINATION

A trip generation calculation was prepared to determine the potential impacts of the requested Future Land Use amendment. To evaluate a “worst-case” scenario, it was assumed that 100% of the maximum development potential would be developed as commercial use because this land use represents the maximum traffic generation potential, for land uses permitted under each respective designation. Rates and equations published by Palm Beach County, based on the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*, were used for the daily, AM peak hour and PM peak hour trip generation calculations for the existing and proposed site development potentials. Table 2 below summarizes the trip generation calculations for each development scenario.

Table 2: Trip Generation Calculations

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Existing FLU - Maximum Potential Intensity								
Shop Plaza (40-150k) w/o Sup Market	56.172 ksf	3,793	97	60	37	292	143	149
	Subtotal	3,793	97	60	37	292	143	149
Pass-By Capture								
Shop Plaza (40-150k) w/o Sup Market	39.0%	1,479	38	23	15	114	56	58
	Subtotal	1,479	38	23	15	114	56	58
Driveway Volumes		3,793	97	60	37	292	143	149
Net New External Trips		2,314	59	37	22	178	87	91
Proposed FLU - Maximum Potential Intensity								
Shop Plaza (40-150k) w/o Sup Market	24.074 ksf	1,625	42	26	16	125	61	64
Multifamily Mid-Rise	14 DU	64	5	1	4	5	3	2
	Subtotal	1,689	47	27	20	130	64	66
Pass-By Capture								
Shop Plaza (40-150k) w/o Sup Market	39.0%	634	16	10	6	49	24	25
Multifamily Mid-Rise	0.0%	0	0	0	0	0	0	0
	Subtotal	634	16	10	6	49	24	25
Driveway Volumes		1,689	47	27	20	130	64	66
Net New External Trips		1,055	31	17	14	81	40	41
Actual Proposed Development								
Multifamily Mid-Rise	6 DU	27	2	0	2	2	1	1
Strip Retail Plaza (<40k)	1.500 ksf	82	4	2	2	10	5	5
	Subtotal	109	6	2	4	12	6	6
Pass-By Capture								
Multifamily Mid-Rise	0.0%	0	0	0	0	0	0	0
Strip Retail Plaza (<40k)	63.0%	52	3	1	2	6	3	3
	Subtotal	52	3	1	2	6	3	3
Driveway Volumes		109	6	2	4	12	6	6
Net New External Trips		57	3	1	2	6	3	3
Proposed Maximum Zoning Intensity-Existing Maximum Intensity Net External Trips		-1,259	-28	-20	-8	-97	-47	-50
Radius of Development Influence:		Directly Accessed Links						
Land Use	Daily	AM Peak Hour			PM Peak Hour		Pass By	
Shop Plaza (40-150k) w/o Sup Market	67.52 trips/ksf	1.73 trips/ksf (62% in, 38% out)			5.19 trips/ksf (49% in, 51% out)		39.0%	
Multifamily Mid-Rise	4.54 trips/DU	0.37 trips/DU (23% in, 77% out)			0.39 trips/DU (61% in, 39% out)		0.0%	
Strip Retail Plaza (<40k)	54.45 trips/ksf	2.36 trips/ksf (60% in, 40% out)			6.59 trips/ksf (50% in, 50% out)		63.0%	

As shown in Table 2, the requested Future Land Use amendment results in a decrease of 1,259 net new external weekday daily trips, a decrease of 28 net new external weekday AM peak hour trips (-20 inbound, -8 outbound), and a decrease of 97 new external weekday PM peak hour trips (-47 inbound, -50 outbound). The actual proposed development plan is also included in this table for reference.

In summary, the requested Future Land Use amendment results in an overall decrease of the maximum trip generation potential for the study site, and therefore the traffic impacts will be less than the impacts associated with the existing Future Land Use.

CONCLUSION

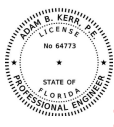
Kimley-Horn and Associates, Inc. has been retained to perform a traffic impact evaluation for a Future Land Use amendment regarding the proposed site located on the west side of US Highway 1, just south of Burt Reynolds Park in Jupiter, Florida. The site is currently vacant and is proposed to be developed the site with 1,500 sf of retail use and 6 multifamily dwelling units. The existing Future Land Use designation is General Commercial and the proposed Future Land Use is mixed use.

In summary, the requested Future Land Use amendment results in an overall decrease of the maximum trip generation potential for the study site, and therefore the traffic impacts will be less than the impacts associated with the existing Future Land Use.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

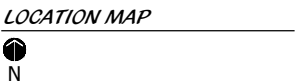
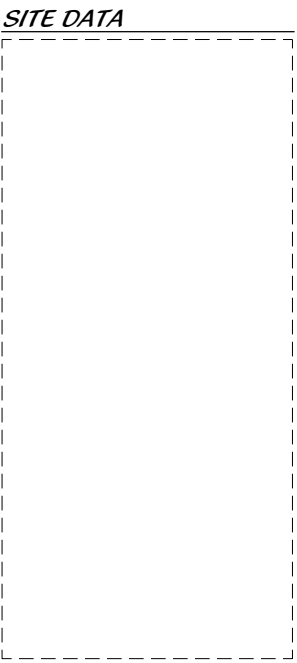
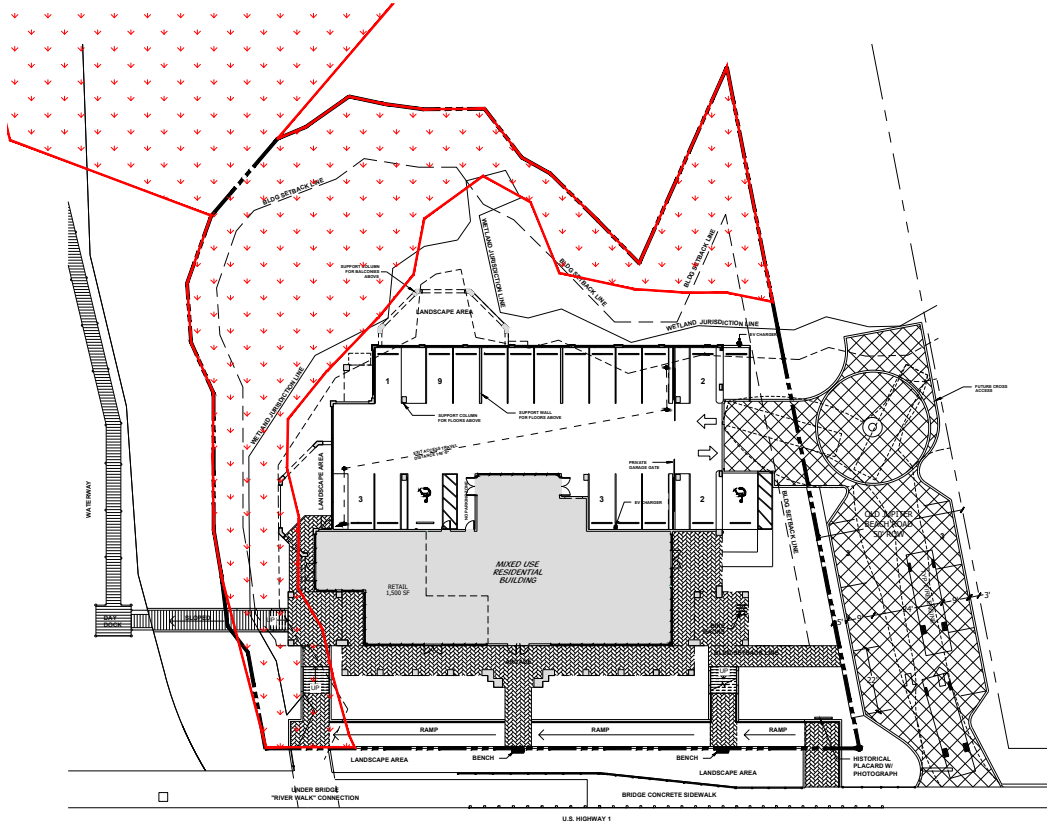


Digitally signed
by Adam B Kerr
Date: 2023.10.09
14:48:27 -04'00'

Adam B. Kerr, P.E.
Transportation Engineer

Florida Registration
Number 64773
Registry No. 35106

APPENDIX



GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.
 10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY RAMP.
 ON STREET PARKING IS UTILIZED IN THE CALCULATION FOR REQUIRED PARKING IN ACCORDANCE WITH THE PROVISIONS OF THE MCD CODE.
 BARRIERS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.
 ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.
 THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF OPTED DESIGN PRINCIPLES.
 MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004).
 ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDRS.
 "PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL TWO-BLOCK CROSSINGS.
 PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FLOODLIGHTS ON PHOTOCELLS.
 THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER LDRS.
 STREET LIGHTS TO BE EPA COACH LIGHTS MOUNTED ON 12" TALL POLES. LIGHT LEVELS SHALL NOT EXCEED THE MAXIMUM TO MINIMUM ESTABLISHED IN TABLE 1 OF ORDINANCE NO. 95-06.

PROJECT TEAM

OWNER/CLIENT: _____
ENGINEER: _____
SURVEYOR: _____
LANDSCAPE ARCHITECT/PLANNER: COTLEUR & HEARING, INC.
 1934 COMMERCE LANE, SUITE 1
 JUPITER, FL 33458
 561.747.6336
 COTLEUR & HEARING, INC.
ARCHITECT: _____
TRAFFIC CONSULTANT: _____

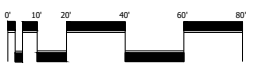
LEGEND

- HC HIC SIGN
- LR STOP SIGN
- SR DO NOT ENTER
- SW PEDESTRIAN CROSSING
- TYP TYPICAL
- PARKING LIGHT
- PEDESTRIAN LIGHT
- FPL COACH LIGHT

LOCATION MAP



Site Plan



Scale: 1" = 20'-0"





Cotleur & Hearing
 Landscape Architects
 Land Planners
 Environmental Consultants
 1934 Commerce Lane
 Suite 1
 Jupiter, Florida 33458
 561.747.6336 - Fax 747.1377
 www.cotleurhearing.com
 Lic# LC-26000535

KB Carlin Condominiums

Jupiter, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	20-0910
DATE	03-25-22
REVISIONS	
March 25, 2022 3:04:01 p.m. Drawing: 20-0910 CSP.DWG	

SHEET 1 of 1

● COTLEUR & HEARING, INC.
 These drawings are the property of Cotleur & Hearing, Inc. and are not to be used for any other project without the written permission of Cotleur & Hearing, Inc. Any unauthorized use or reproduction of these drawings without the written permission of Cotleur & Hearing, Inc. is strictly prohibited.

Property Detail

Parcel Control Number:	30-43-41-06-00-000-0020	Location Address:	US HIGHWAY 1	
Owners:	KB CARLIN LLC			
Mailing Address:	415 GRACE CHURCH ST, RYE NY 10580 4214			
Last Sale:	DEC-2019	Book/Page#:	31113 / 1106	Price: \$575,000
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	C2 - Commercial, General (30-JUPITER)	
Legal Description:	6-41-43, TH PT OF IRREG SHAPED PAR AS IN OR4058P1724 BEING TR OF SOVREIGNTY LAND BND ON S BY JUPITER RIVER ON E BY ST RD NO 5 & ON W BY INTRACOASTAL WATERWAY		Total SF:	0
			Acres	0.6922

Owner: KB CARLIN LLC PCN: 30434106000000020 1 of 1

2021 Values (Current)

Improvement Value	\$0
Land Value	\$603,060
Total Market Value	\$603,060
Assessed Value	\$603,060
Exemption Amount	\$0
Taxable Value	\$603,060

All values are as of January 1st each year.**2021 Taxes**

Ad Valorem	\$11,111
Non Ad Valorem	\$0
Total Tax	\$11,111

2022 Qualified Exemptions

No Details Found

Applicants

No Details Found

Building Footprint (Building 0)

No Image Found

Subarea and Square Footage (Building 0)

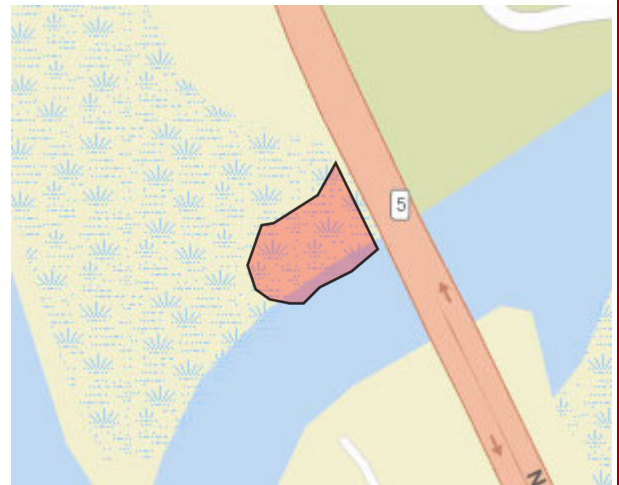
Description	Area	Sq. Footage
No Data Found.		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description

MAP

Property Detail

Parcel Control Number:	30-43-41-06-00-003-0090	Location Address:	US HIGHWAY 1
Owners:	KB CARLIN LLC		
Mailing Address:	415 GRACE CHURCH ST, RYE NY 10580 4214		
Last Sale:	DEC-2019	Book/Page#:	31113 / 1106
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	C2 - Commercial, General (30-JUPITER)
Legal Description:	6-41-43, TH PT OF GOV LT 3 LYG E OF INTRACOASTAL WATERWAY	Total SF:	0
		Acres	0.64
		Price:	\$575,000

2021 Values (Current)

Improvement Value	\$0
Land Value	\$209,658
Total Market Value	\$209,658
Assessed Value	\$209,658
Exemption Amount	\$0
Taxable Value	\$209,658

All values are as of January 1st each year.**2021 Taxes**

Ad Valorem	\$3,863
Non Ad Valorem	\$0
Total Tax	\$3,863

2022 Qualified Exemptions

No Details Found

Applicants

No Details Found

Building Footprint (Building 0)

No Image Found

Subarea and Square Footage (Building 0)

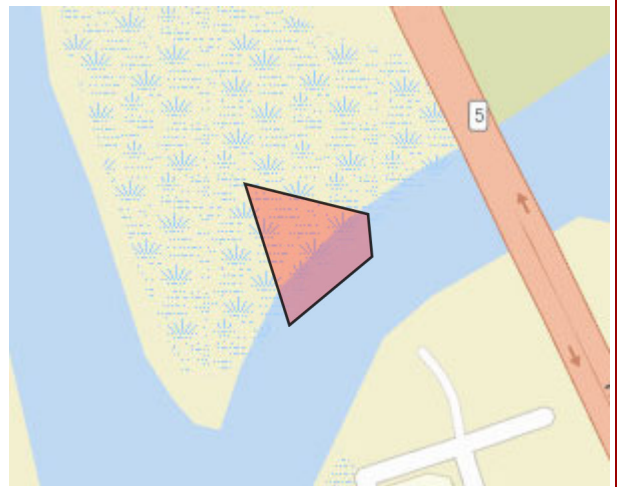
Description	Area	Sq. Footage
No Data Found.		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description

MAP

Property Detail

Parcel Control Number:	30-43-41-06-00-009-0050	Location Address:	US HIGHWAY 1		
Owners:	KB CARLIN LLC				
Mailing Address:	415 GRACE CHURCH ST, RYE NY 10580 4214				
Last Sale:	DEC-2019	Book/Page#:	31113 / 1106	Price:	\$575,000
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	C2 - Commercial, General (30-JUPITER)		
Legal Description:	6-41-43, TH PT OF GOV LT 9 LYGS OF S R/W LI OF ABNDED JUPITER BEACH RD (LESS SR 5)	Total SF:	0	Acres	0.24

2021 Values (Current)

Improvement Value	\$0
Land Value	\$302,434
Total Market Value	\$302,434
Assessed Value	\$302,434
Exemption Amount	\$0
Taxable Value	\$302,434

All values are as of January 1st each year.**2021 Taxes**

Ad Valorem	\$5,572
Non Ad Valorem	\$0
Total Tax	\$5,572

2022 Qualified Exemptions

No Details Found

Applicants

No Details Found

Building Footprint (Building 0)

No Image Found

Subarea and Square Footage (Building 0)

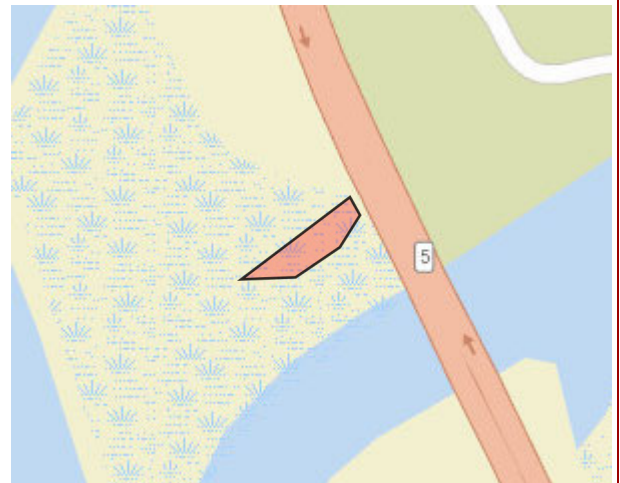
Description	Area	Sq. Footage
No Data Found.		

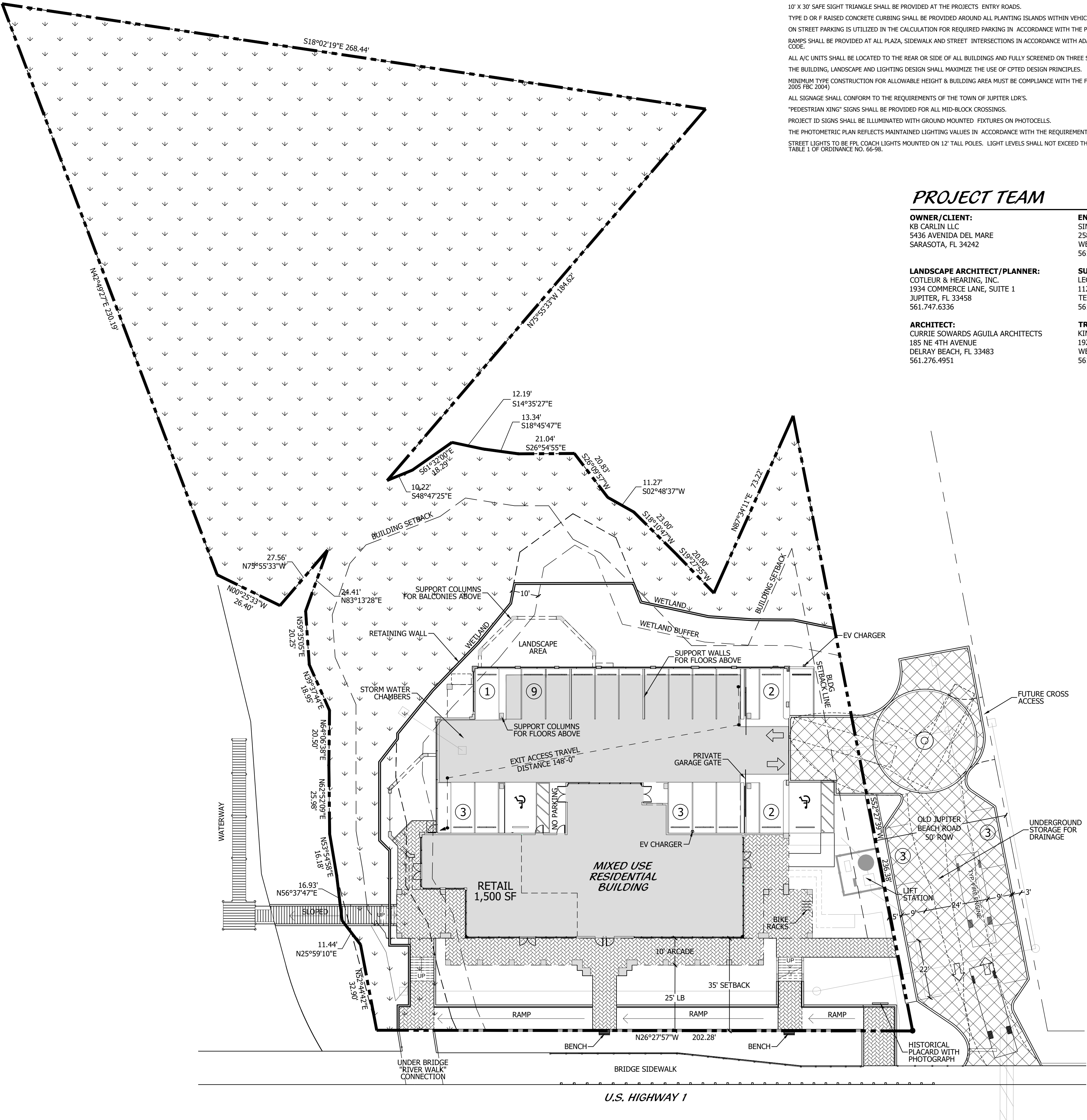
Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description

MAP



GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.
10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.
TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.
ON STREET PARKING IS UTILIZED IN THE CALCULATION FOR REQUIRED PARKING IN ACCORDANCE WITH THE PROVISIONS OF THE MXD CODE.
RAMP SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.
ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.
THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTD DESIGN PRINCIPLES.
MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004).
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THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.
STREET LIGHTS TO BE FPL COACH LIGHTS MOUNTED ON 12' TALL POLES. LIGHT LEVELS SHALL NOT EXCEED THE MAXIMUM TO MINIMUM ESTABLISHED IN TABLE 1 OF ORDINANCE NO. 66-98.

PROJECT TEAM

OWNER/CLIENT:
KB CARLIN LLC
5436 AVENIDA DEL MARE
SARASOTA, FL 34242

ENGINEER:
SIMMONS & WHITE, INC.
2581 METROCENTRE BLVD, SUITE 3
WEST PALM BEACH, FL 33407
561.478.7848

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
CURRIE SOWARDS AGUILA ARCHITECTS
185 NE 4TH AVENUE
DELRAY BEACH, FL 33483
561.276.4951

SURVEYOR:
LEGACY SURVEYING AND MAPPING, INC.
112 N. U.S. HIGHWAY NO. 1
TEQUESTA, FL 33469
561.746.8424

TRAFFIC CONSULTANT:
KIMLEY-HORN
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
561.845.0665

SITE DATA Attachment K

NAME OF PROJECT
PROPERTY CONTROL NUMBER
TOWN OF JUPITER P&Z #
FEMA FLOOD ZONE
TRAFFIC ANALYSIS ZONE
LAND USE DESIGNATION
ZONING DISTRICT
MAXIMUM BUILDING HEIGHT
NUMBER OF STORIES
NUMBER OF BUILDINGS

KB CARLIN
3043410600000000
30434106000090000
30434106000030000
TBD
AE, X500, X
54
COMMERCIAL
C3, COMMERCIAL OFFICE
35'±
4
1

TOTAL SITE AREA
1.62 AC
70,641.88 SF

BUILDING DATA
RESIDENTIAL
LOBBY
RETAIL LINER
TOTAL SQUARE FOOTAGE
ARCADE + TERRACE
TOTAL GROSS SQUARE FOOTAGE
FAR

1,500 SF
12,598 SF
2,856 SF
15,454 SF

LAND USE
BUILDING LOT COVERAGE
VEHICULAR USE AREA
OPEN SPACE
TOTAL

SF AC %
12,674 0.29 17.94%
1,205 0.03 1.71%
56,764 1.30 80.35%
70,642 1.62 100.00%

LOT COVERAGE
IMPERVIOUS AREA
BUILDING LOT COVERAGE
VEHICULAR USE AREA
SIDEWALKS & HARDSCAPE
TOTAL IMPERVIOUS AREA

SF AC %
12,674 0.29 17.94%
1,205 0.03 1.71%
5,886 0.14 8.33%
19,764 0.45 27.98%

PERVIOUS AREA
GREEN SPACE
TOTAL PERVIOUS AREA

SF AC %
50,878 1.17 72.02%
50,878 1.17 72.02%

GREEN SPACE CALCULATIONS
GREEN SPACE PROVIDED ON SITE
TOTAL GREEN SPACE

SF AC %
50,878 1.17 72.02%
50,878 1.17 72.02%

TOTAL SITE AREA
70,642 1.62 100.00%

PARKING DATA
RESIDENTIAL (INCLUDING 2 GUEST SPACES)
RETAIL (1/250SF)
TOTAL
HANDICAP SPACES (INCLUDED IN TOTAL)

REQ PROV
20 20
6 6
26 26
2 2

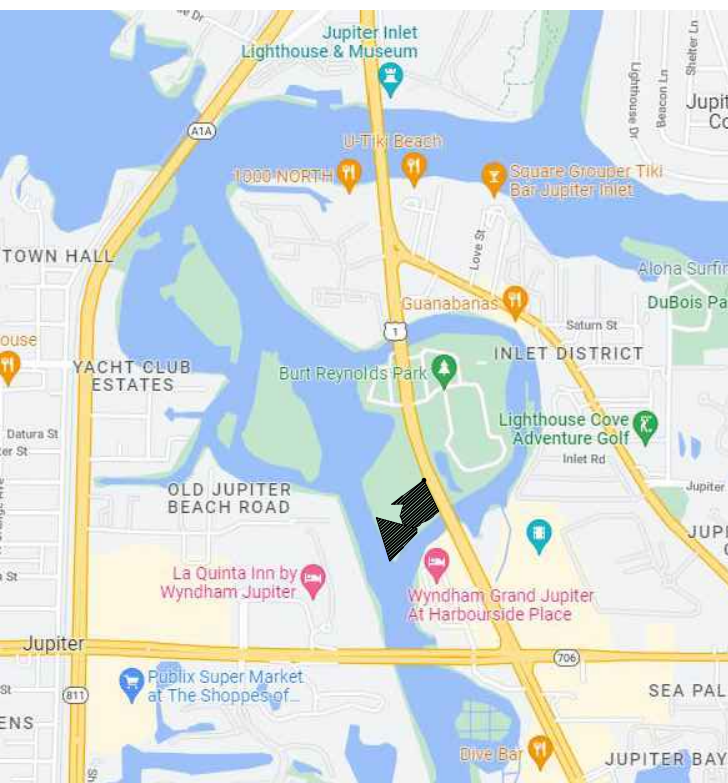
PEDESTRIAN AMENITIES
BENCH (1 / 25,000 SF OF OPEN SPACE)
TRASH CAN (1 / 50,000 SF OF OPEN SPACE)
BIKE RACK (1 / 75,000 SF OF OPEN SPACE)

REQ PROV
2 2
1 2
1 1

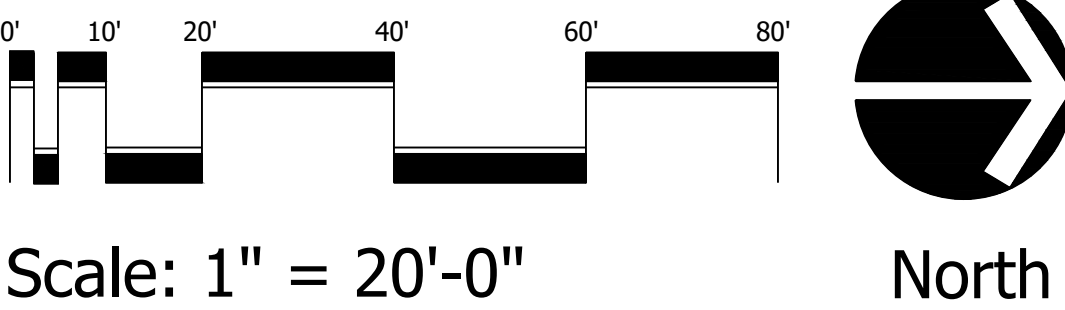
LEGEND

HC HANDICAP
LB LANDSCAPE BUFFER
R RADIUS
SB SETBACK
SW SIDEWALK
TYP TYPICAL
HC SIGN
STOP SIGN
DO NOT ENTER
PEDESTRIAN CROSSING
PARKING LIGHT
PEDESTRIAN LIGHT
FPL COACH LIGHT

LOCATION MAP



Site Plan



Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

KB Carlin Condominiums

Jupiter, Florida

DESIGNED _____ DEH
DRAWN _____ RO
APPROVED _____ DEH
JOB NUMBER 20-0910
DATE 08-02-22
REVISIONS _____

August 02, 2022 12:28:34 p.m.
Drawing: 20-0910 SP.DWG

SHEET 1 OF 2
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EAST ELEVATION



WEST ELEVATION



**CURRIE
SOWARDS
AGUILA**
architects

*Architecture, Planning,
Interiors, &
Sustainable Design*

AA26001584
185 NE 4TH AVENUE SUITE 101
DELRAY BEACH, FL 33483

T: (561) 276-4951 F: (561) 243-8184
E-MAIL: office@csa-architects.com

ISSUED FOR :

FLEX SUB

DRC

SPA

BIDS

PERMIT

CONSTRUCTION

SEAL

PROJECT TITLE

**KB CARLIN
CONDOMINIUMS**

JUPITER, FL

REVISIONS

NUM.	DESCRIPTION	DATE
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DRAWING TITLE

**EAST & WEST
REDER
ELEVATIONS**

DATE

07/20/22

JOB NUMBER

DRAWING NUMBER

A3.05

07/20/22 SITE PLAN APPROVAL

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NORTH ELEVATION



SOUTH ELEVATION



**CURRIE
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CONDOMINIUMS**

JUPITER, FL

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WHETHER INDICATED ON THE PLANS OR
NOT.

DRAWING TITLE
**NORTH & SOUTH
RENDER
ELEVATIONS**

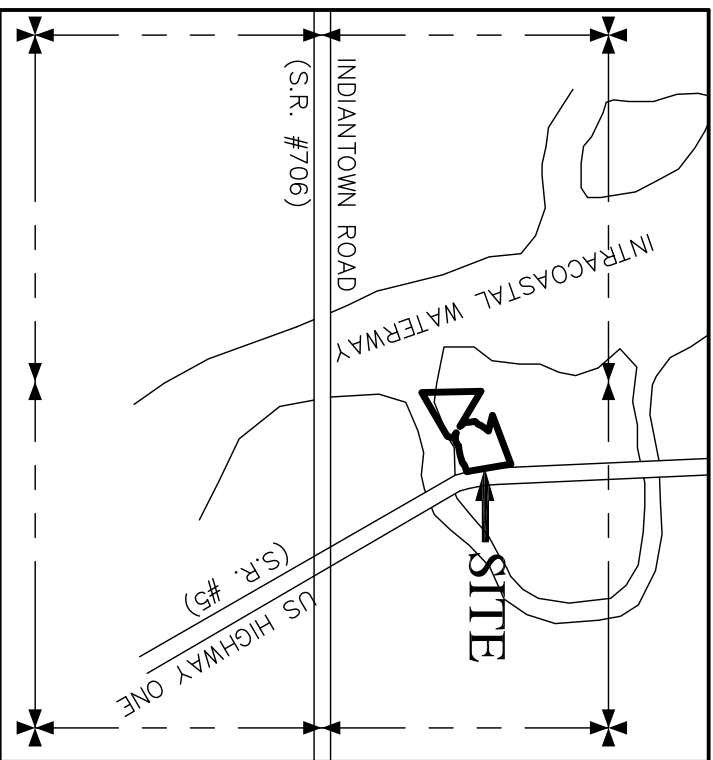
DATE
07/20/22 | DRAWN BY

JOB NUMBER

DRAWING NUMBER

A3.06

07/20/22 SITE PLAN APPROVAL



LEGAL DESCRIPTION

DESCRIBED AS FOLLOWS:

FOLLOWS:

17, PAGE 3A, OF THE

LEGEND

FOUND 5/8" IRON ROD CAP
 SET 5/8" IRON ROD CAP "LB 8130"
 WOOD POWER POLE
 WPP
 CONCRETE POLE
 C.P.
 P.C. POINT OF CURVATURE
 P.T. POINT OF TANGENCY
 P.R.C. POINT OF REVERSE CURVATURE
 CONC. CONCRETE
 ELEV. ELEVATION
 F.F. FINISH FLOOR
 FFL FINISH FLOOR LEVEL
 FLORIDA POWER & LIGHT
 FPL
 FIRE HYDRANT
 FH
 BACK FLOW PREVENTION
 BFP
 C.B.S. CONCRETE BLOCK STRUCTURE
 S.S.C. SANITARY SEWER CLEAN-OUT
 S.S. SANITARY SEWER
 CTV CABLE TELEVISION
 CB CATCH BASIN
 SSM SANITARY SEWER MANHOLE
 E-MH ELECTRIC MANHOLE
 WETLAND FLAG

STIM STORM SEWER MANHOLE
 CHD CHORD BEARING
 CHD CHORD DISTANCE
 CHD CHORD DISTANCE
 D DELTA ANGLE
 R RADIUS
 R RADIUS
 (D) DEED CALL
 (I) POINT OF COMMENCEMENT
 POC POINT OF BEGINNING
 PROPOSED DRAINAGE
 EXISTING ELEVATION
 LIGHT POLE
 TRAFFIC SIGN
 CONTOUR ELEVATION
 MANROVES
 LANDWARD EXTENT OF
 WETLANDS AND OTHER
 SURFACE WATERS

J.L. JURISDICTION LINE

REVISI

Legacy

Phone: (561) 746-8424
BUSINESS LICENSE: LB# 8130

WORK ORDER NO.: 20-108-4

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
KB CARLIN, LLC SFWMD FILE NO. 230606-38948

STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYOR AND MAPPERS AS OCCURRED IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472.027 OF THE FLOP

FEBRUARY 18, 2021

2023.08.21 15:01:26 -04'00

DATE OF FIELD SURVEY _____

LEGACY SURVEYING AND MAPPING, INC.
FLORIDA LAND SURVEYOR NO. 6147

JURISDICTION LINE TABLE		
LINE	BEARING	LENGTH
J1	S60.01°24'W	13.10
J2	S71.31°52'W	15.17
J3	S77.93°32'W	19.78
J4	S66.72°32'W	24.09
J5	S66.22°02'W	23.97
J6	S68.55°32'W	23.07
J7	S68.55°32'W	24.98
J8	S68.55°32'W	26.98
J9	N72.51°18'W	19.59
J10	S67.71°15'W	17.47
J11	N63.75°36'W	37.95
J12	N12.84°40'E	12.67
J13	N68.20°44'E	31.59
J14	N12.26°30'W	25.43
J15	N21.24°20'W	40.04
J16	N18.89°49'W	20.29
J17	N30.50°33'W	10.20

MEAN HIGH WATER LINE TABLE		
LINE	BEARING (GRD)	LENGTH
L1	S18°39.09' E	19.64'
L2	S15°14.48' E	51.81'
L3	S23°34.147' E	44.24'
L4	S28.09' 25" E	61.57'
L5	S28.21' 13.6" E	42.53'
L6	S65.21' 20" E	24.86'
L7	S63.42' 35" E	32.82'
L8	N81°44.34' W	30.34'
L9	S83.44' 55" W	14.38'
L10	N38.11' 52" E	50.29'
L11	N46.31' 21" E	46.84'
L12	N47.94' 57" E	46.36'
L13	N45°34.06' E	61.77'
L14	N39°13.47' E	64.59'
L15	N51°51' 30" E	35.40'
L16	N46°06' 16" E	46.55'
L17	N51°08' 11" E	46.42'
L18	N56°15' 16" E	19.79'
L19	N61°22.23' E	31.68'
L20	N45°01' 34" E	50.67'

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH. THE WEST RIGHT-OF-WAY OF US1 BEING S26°27'57"E. BEARINGS ARE ROTATED FROM DEED CALLS AT 0°25'27" COUNTER CLOCKWISE FROM DEED CALLS.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD 1988.
3. DISTANCES SHOWN HEREON ARE GROUND MEASUREMENTS.
4. COORDINATES SHOWN HEREON ARE BASED UPON DATUM - NAD 83 1999 ADJUSTMENT, ZONE - FLORIDA EAST, LINEAR UNIT - US TRANSVERSE MERCATOR PROJECTION.
5. THE MEAN HIGH WATER ELEVATION SHOWN HEREON IS BASED UPON TIDE STATION NO. 873-2-099, ACCORDING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE MEAN HIGH WATER ELEVATION = 0.06 NAVD 88, TIDAL EPOCH 1983-2002.
6. UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUB-SURFACE UTILITIES OR STRUCTURES MAY EXIST.
7. PARCEL LIES IN FLOOD ZONE: "AE" (EL 5) & "X" COMMUNITY PANEL NUMBERS 12099C0187F AND 12099C0179F, DATED 10/05/2017.
8. THIS SURVEY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6-.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
9. THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE NGS BENCHMARK, BEING A BRASS DISK IN CONCRETE LABELED "1 22 808 MSL", THE PUBLISHED ELEVATION OF 21.04 NAVD 1988.
10. NO TITLE POLICY OR COMMITMENT AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS AND EASEMENTS, RECORDED OR UNRECORDED, WHICH COULD AFFECT THIS SURVEY AND BOUNDARIES.
11. THE JURISDICTION LINES SHOWN ON THIS SURVEY WERE FLAGGED BY EW CONSULTANTS, INC. AND LOCATED ON 8/9/2023
12. PROPERTY CONTAINS 70,642 SQUARE FEET, OR 1.62 ACRES MORE OR LESS. UPLAND AREA ABOVE JURISDICTION LINE IS 27,839 SQUARE FEET, OR 0.64 ACRES. WETLAND 1 CONTAINS 42,896 SQUARE FEET, OR 0.92 ACRES.

TOWN OF JUPITER
APPROVAL OF CINQUEZ PARK AS THE SITE FOR THE WESTERN FIRE STATION
LOCATION, AND WORK ORDER 50 TO WANTMAN GROUP, INC FOR THE FIRE STATION
DESIGN AND CONSTRUCTION CRITERIA PACKAGE



DATE	May 21, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Approval of Cinquez Park as the Site for the Western Fire Station, and Resolution 62-24 for approval of Work Order No. 50 to EPW 2016-12D to Wantman Group, Inc. in an amount not to exceed \$242,182.39 for the design and construction criteria package for the fire station

EXECUTIVE SUMMARY

Town staff has prepared an analysis of potential locations for a proposed western Fire Station location at Cinquez Park. The following presentation (Attachment 1) provides an overview of that analysis, proposed site location at Cinquez park, and information on the site history and background.

Should Town Council approve Cinquez Park as the western Fire Station location, Resolution 62-24 is also provided for consideration by Town Council. This resolution approves Work Order No. 50 to EPW 2016-12D with Wantman Group, Inc. (Wantman) in an amount not to exceed \$242,182.39 for the Design and Construction Criteria Package and Site Approval for the Fire Station at Cinquez Park.

Included in the scope of the work order are: preliminary design services for a design and construction criteria package for the fire station; fire station emergency signal; any necessary modifications to the existing park and roadway system; and utilities to support the project. The site approval services consist of but are not limited to landscape architecture, preliminary site layout design, representation through the site approval process, environmental review of the site, and traffic statement/engineering services. The design and construction criteria package services consist of but are not limited to preliminary site civil, electrical, mechanical, architectural, traffic, and structural design to support the proposed fire station and park improvements.

The design and construction criteria package will provide the Town with the necessary design services to compose a request for qualifications and request for proposal packages for the overall project. Due to the costs of the project, staff proposes soliciting a design-build firm to complete the design and then construct the project.

ANALYSIS

Town staff has analyzed calls for service data to evaluate various locations in the Town of Jupiter for the western Fire Station. The data allowed the staff the ability to review the calls for service geographically in order to provide the recommendation for Cinquez Park.

The 13-acre Cinquez Park property was acquired in 2008. Three (3) acres were purchased through the General Fund to allow for the option of developing other active uses. Ten (10) acres were purchased with Open Space Bond Funds, which limits the use of the 10 acres to natural areas and passive recreation uses. The dog park use was confirmed as a passive use through the original site plan approval process, based on an opinion from the Town's bond counsel. The existing park construction was completed in 2018. The proposed fire station needs less than two acres to operate.

As it relates to the proposed work order, Wantman was awarded a continuing services contract, EPW 2016-12D, by the Town Council in April of 2016 and the contract was renewed for an additional five years starting in April of 2021. Staff has determined that Wantman and its subconsultants can provide the necessary professional services for the planning and preliminary design services for the fire station to be located at Cinquez Park.

Given this project design work order has multiple functions, Town staff has worked with Wantman to ensure funds are allocated from the proper accounts, with 95% of the costs coming from Fire Admin Professional Services and 5% of the costs coming from Cinquez Park CIP account.

Approving Resolution 62-24 will authorize Work Order No. 50 with Wantman Group, Inc. in an amount not to exceed \$242,182.39 for the Design and Construction Criteria Package and Site Approval services for the fire station at Cinquez Park.

Town Council's approval of Resolution 62-24 will begin the process for this site and the Director of Engineering and Public Works will be directed to execute the Work Order on Town Council's behalf.

STRATEGIC PRIORITY

- Safety
- Unique, Small Town Feel

ATTACHMENTS

1. Western Station Recommendation - May 21, 2024
2. Resolution 62-24
3. Draft Work Order

FUNDING SOURCE

X	Approved in Budget	\$230,073.27	Sources: Fire Admin Professional Services -04534022-531000
---	--------------------	--------------	--

		\$12,109.12	Cinquez Park - 31032572-563000 - R0018 CIP
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.



TOWN OF JUPITER

Jupiter Fire Rescue Department Western Station



—TOWN OF—
JUPITER

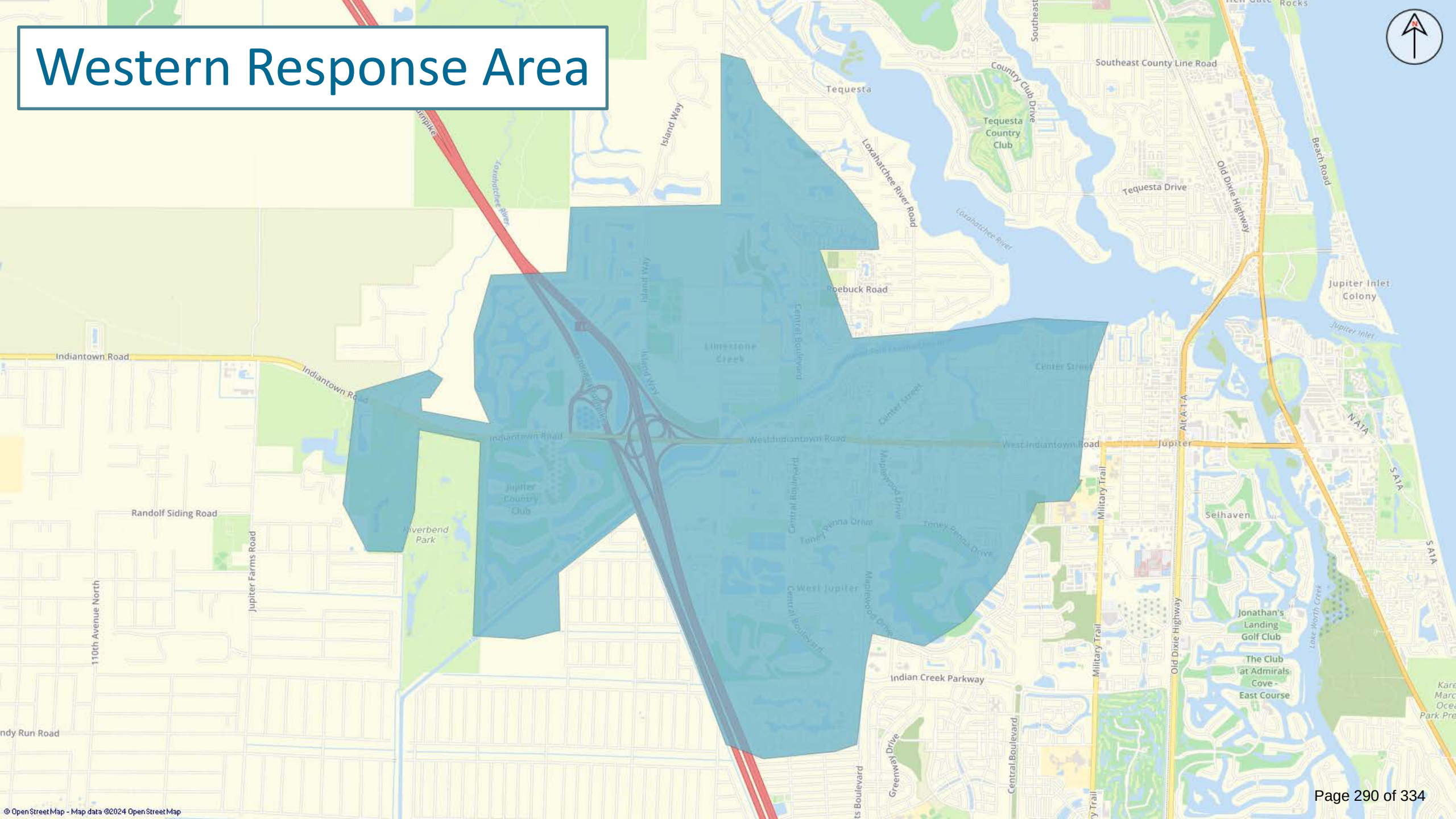
5/21/2024

LOCATION CONSIDERATIONS

- Locating fire stations is multi-dimensional.
- Key considerations include:
 - Population density
 - Population demographics
 - Emergency call volume
 - Emergency call types
 - Emergency call severity
 - Availability of property of adequate size and accessibility
 - Aligning resources with greatest demand
 - Optimizing response time



Western Response Area



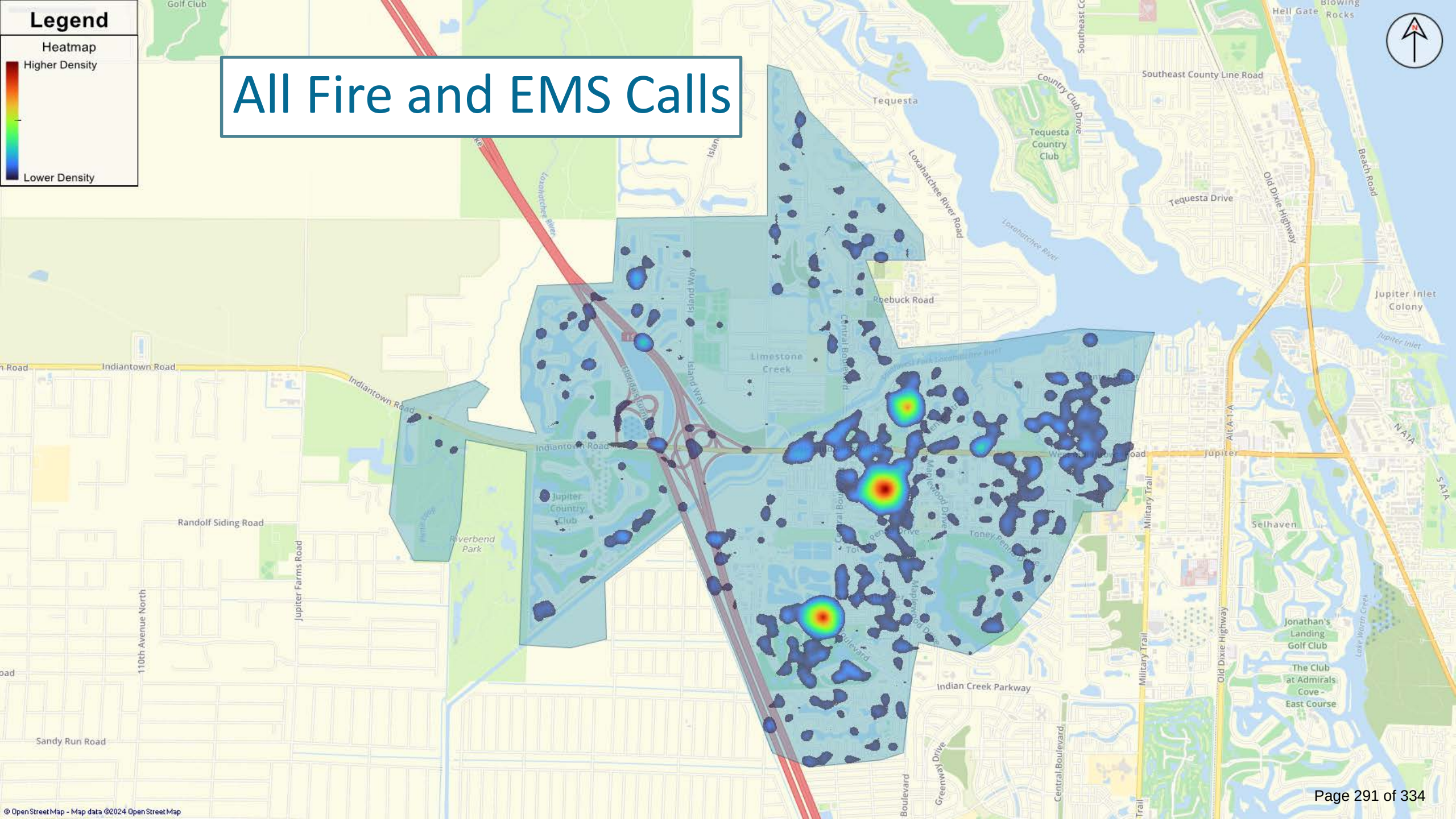
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Heatmap

Higher Density

Lower Density

All Fire and EMS Calls



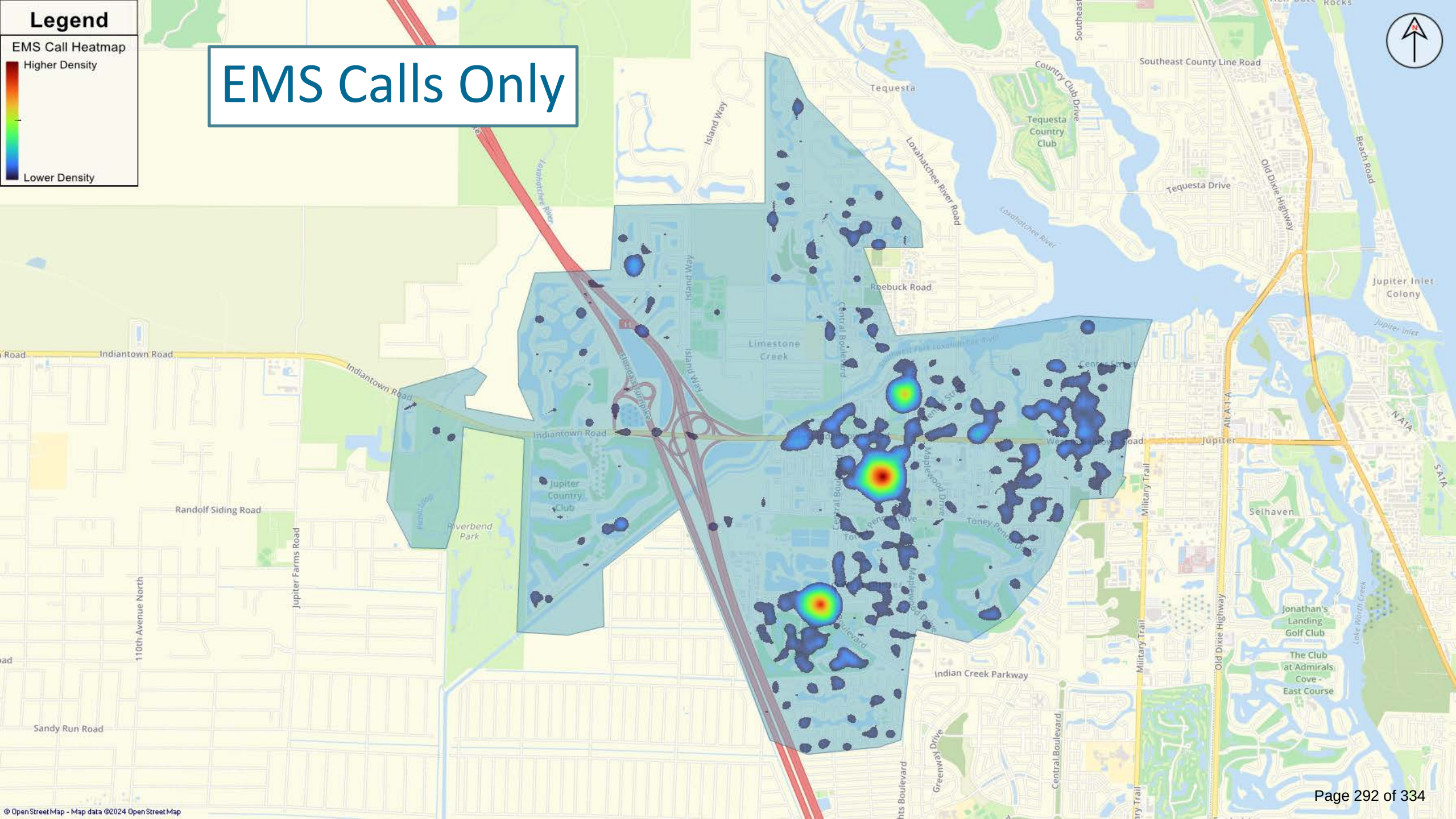
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EMS Call Heatmap

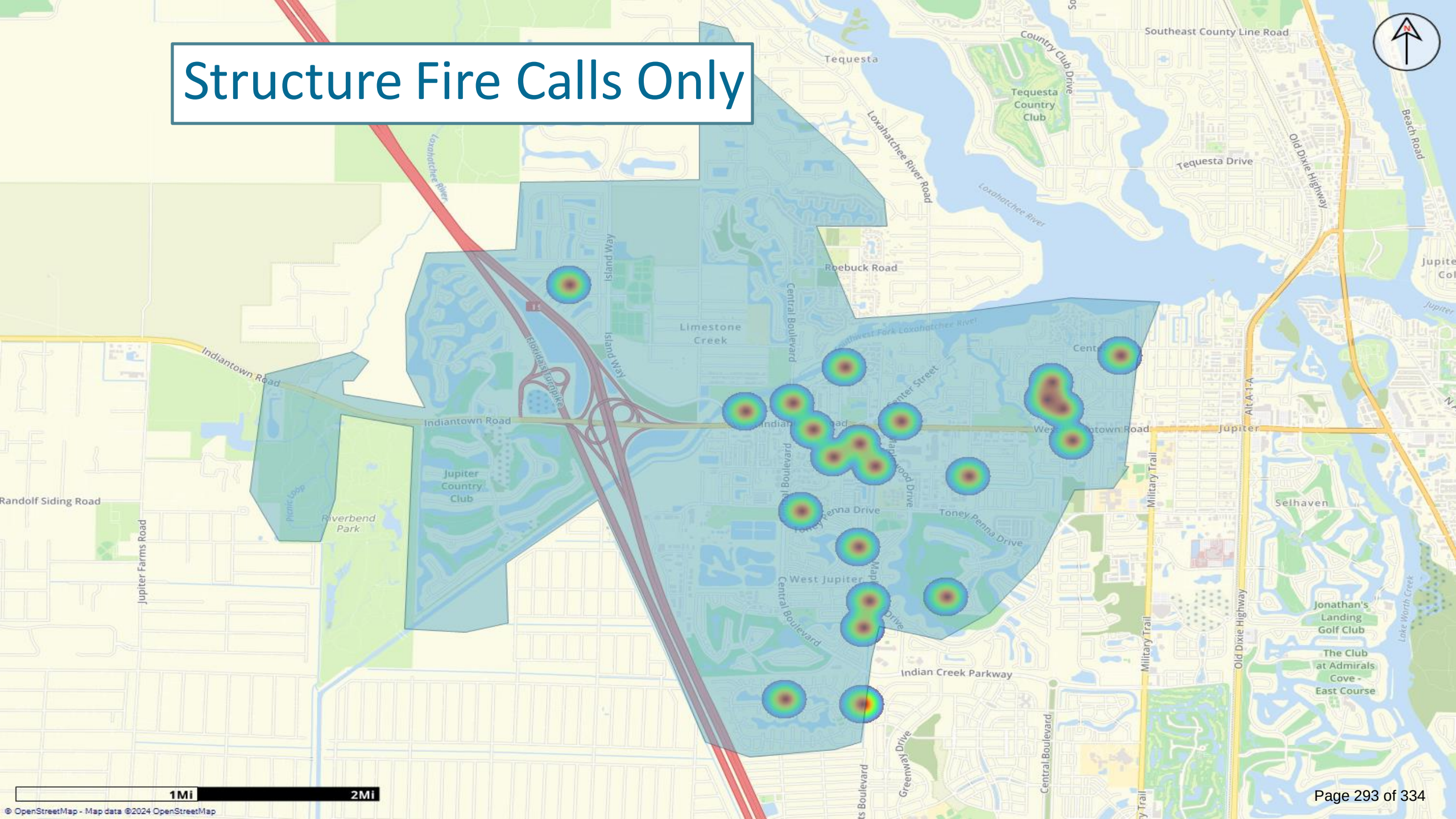
Higher Density

Lower Density

EMS Calls Only



Structure Fire Calls Only

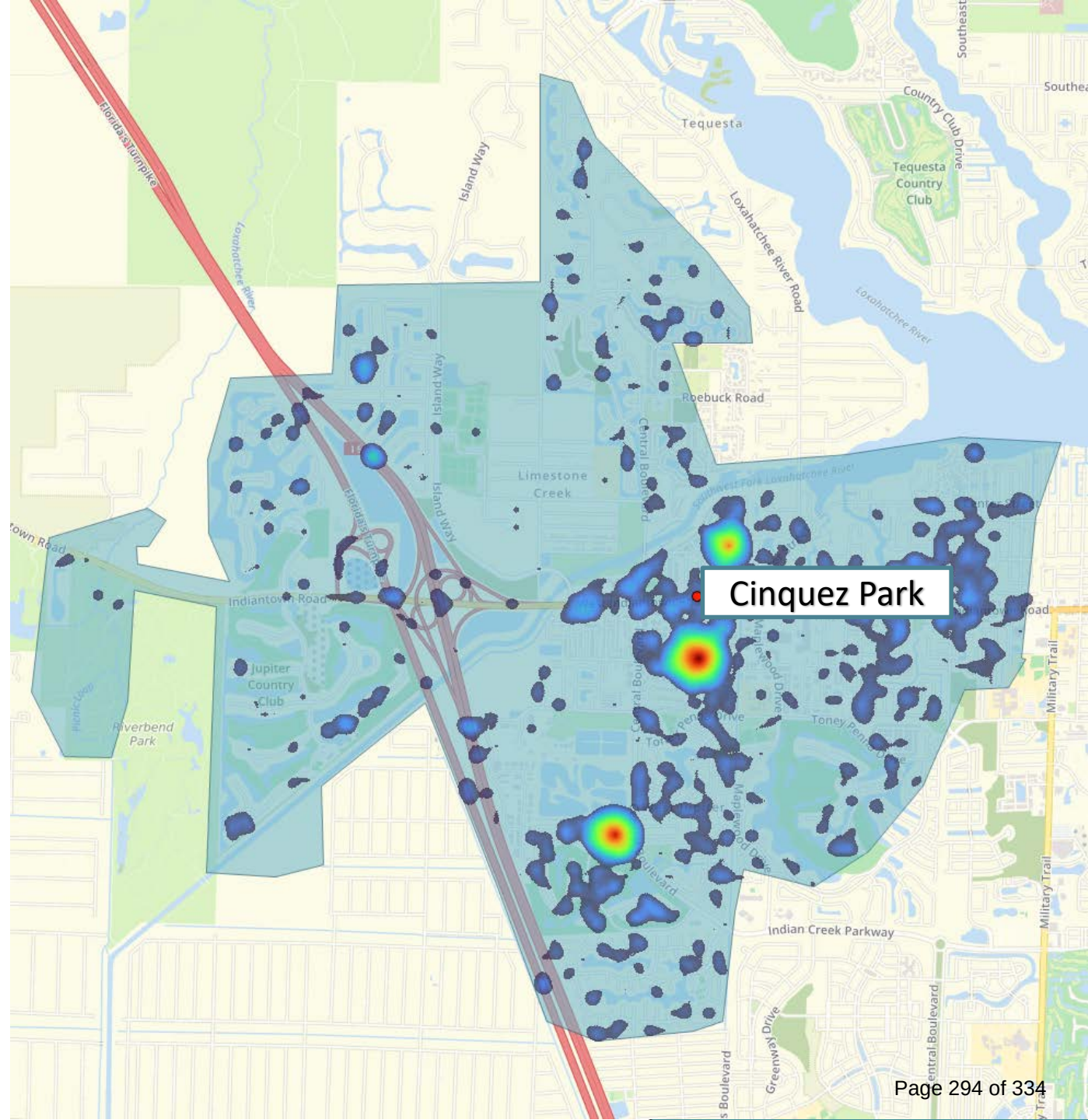


Western Fire Station Site Recommendation: Cinquez Park



TOWN OF
JUPITER

5/21/2024



Emergency Call Analysis

PBCFR Station 19 runs approximately 2950 calls per year

Location	Mean First Arriving Travel Time	Mean ERF Travel Time	90 th Percentile ERF Travel Time
Cinquez Park Site	5:11	5:30	7:10
PBCFR Station 19	5:26	5:46	7:24



Traffic Preemption

Emergency vehicle Preempting the Traffic Light



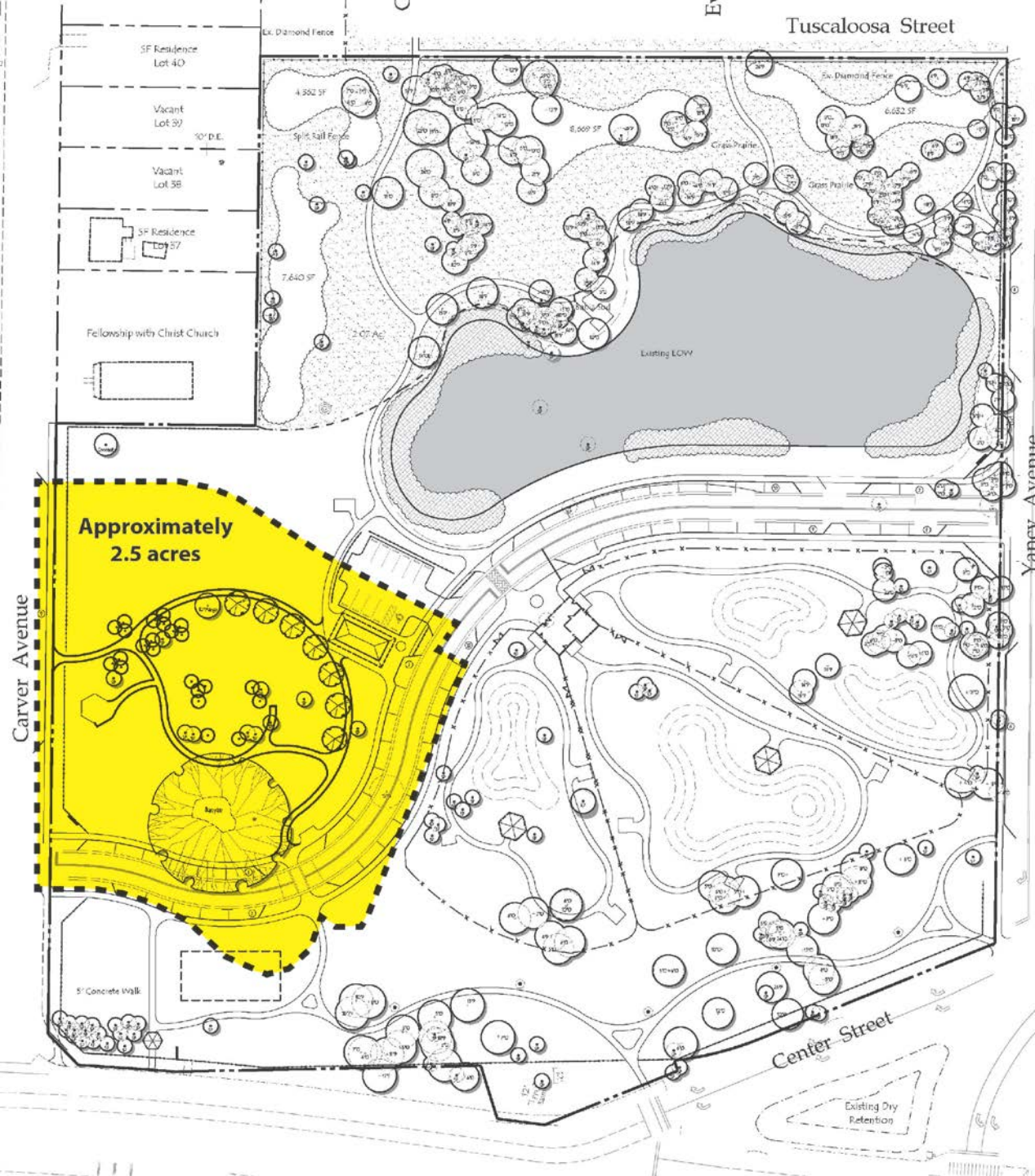
- Allows emergency vehicles to preempt traffic signals.
- Traffic lights change to green in advance of responding emergency vehicles.
- This enables traffic to flow before the emergency vehicle gets to the intersection.
- Ensuring clear right-of-way for emergency vehicles minimizes the risk of accidents, up to 70% in some cases.
- Can reduce emergency response times by 15% to 50%.





Cinquez Park

- Historical location of the West Jupiter Fire Hall, a volunteer fire station serving the African American community.
- Town acquired 13 acres in 2008
- 3 acres purchased through General Fund to allow the option of developing other active uses.
- 10 acres purchased with Open Space Bond
 - Development restricted
 - Development of dog park allowed (2018)



Conceptual Plan - Cinquez Park and Public Safety Facility

The designs shown on this plan are purely conceptual in nature.

Conceptual View of Fire Station



Conceptual Fitness Area



Existing Dog Park



Next Steps

If Town Council selects this location:

- Approve Work Order 50 – May 21, 2024
- Advertise RFQ for Design-Build Firms – Late May, 2024
- Submit Site Plan and Land Use Application – Late May/Early June, 2024
- Design and Construction Criteria Package Complete – Mid-July, 2024
- Site Plan and Land Use Approval Complete – Late July/Early August, 2024



Next Steps

- Design-Build Contractor Selected – Late July/Early August, 2024
- Award Design-Build Contract – Late Summer 2024
- Start Full Design – September, 2024
- Begin Construction – Late Calendar Year 2024
- In-Service Date Goal – Spring 2026



Summary

- Staff has
 - ✓ Researched the key considerations for a western fire station location.
 - ✓ Identified the highest density (hot spots) of fire and EMS calls in the western Jupiter area.
 - ✓ Researched first arriving and Effective Response Force (ERF) time data.
- The Cinquez Park site represents the best solution for the location for the Jupiter Fire Rescue Department western station.
- Approval of Resolution 62-24 will begin the process for this site.





RESOLUTION NO. 62-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO. 50 TO EPW 2016-12D TO WANTMAN GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$242,182.39 FOR THE DESIGN AND CONSTRUCTION CRITERIA PACKAGE AND SITE APPROVAL FOR A FIRE STATION AT CINQUEZ PARK AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS DEPARTMENT TO EXECUTE THE WORK ORDER ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has an existing Continuing Services Consulting Contract, EPW 2016-12D with Wantman Group, Inc.; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal for site approval and a design and construction criteria package services for a fire station at Cinquez Park; and

WHEREAS, the scope of work for the site approval and design and construction criteria package services for the fire station at Cinquez Park consists of but are not limited to landscape architecture, preliminary site layout design, representation through the site approval process, environmental review of the site, traffic statement/engineering, preliminary site civil, electrical, mechanical, architectural, and structural design; and

WHEREAS, based on the information provide by Town Staff, Town Council has determined that Wantman Group, Inc. is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 50 of Contract EPW 2016-12D, in an amount not to exceed \$242,182.39 to the Wantman Group, Inc.; and

WHEREAS, the Town has sufficient funds in its current fiscal year budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby authorized to execute the work order with the Wantman Group, Inc. in an amount not to exceed \$242,182.39

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



May 21, 2024

Mr. Brett Oldford, P.E.
Wantman Group Inc.
3025 Vista Parkway
West Palm Beach, Florida 33411

**RE: CONTRACT EPW 2016-12D; WORK ORDER NO. 50
CINQUEZ PARK FIRE STATION DESIGN AND CONSTRUCTION CRITERIA PACKAGE**

Dear Mr. Oldford:

In accordance with your proposal dated April 19, 2024 (attached), you are authorized to provide design services for the Cinquez Park Fire Station Design and Construction Criteria Package as follows:

Planning Services	\$ 41,378.36
Landscape Architecture Services	\$ 27,250.65
Environmental Services	\$ 5,386.80
Traffic Engineering Services	\$ 7,618.16
Signalization Design Services	\$ 18,985.08
Civil Engineering Services	\$ 49,652.64
Architectural Services	\$ 43,811.08
Structural Engineering Services	\$ 18,722.09
MEP-FP Engineering Services	\$ 29,377.53
Total:	\$ 242,182.39

The work shall be performed as Work Order No. 50 to Contract EPW 2016-12D. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **Two Hundred Forty-Two Thousand, One Hundred EightyTwo Dollars and Thirty-Nine Cents (\$242,182.39).**

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy to this office. Please mail the signed original to this office.

Approved By Direction:

Thomas Hernandez
Director of Engineering and Public Works

Wantman Group, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____



May 14, 2024

Thomas Hernandez, PE
Director of Engineering and Public Works
Town of Jupiter Engineering
210 Military Trail
Jupiter, Florida 33458

ThomasH@jupiter.fl.us

Re: Cinquez Park Fire Station Design and Construction Criteria Package (DCCP)

Dear Mr. Hernandez,

WGI, Inc. (WGI) is pleased to provide this proposal to Town of Jupiter (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

PROJECT UNDERSTANDING

The Town of Jupiter is developing a design and construction criteria package (DCCP) for a new fire station located at the property designated Cinquez Park, located at the northwest corner of the intersection of West Indiantown Road and Center Street. Modifications to the existing dog park and roadway system are also required and included. The basis for this scope and fee proposal is based on a conceptual drawing provided, as well as conversations and meetings held to date with City staff.

SCOPE OF SERVICES

PLANNING SERVICES

I. Preparation of Preliminary Site Plan

A. Preliminary Site Plan \$ 13,480.00

1. Prepare a Preliminary Site Plan for the Cinquez Park Fire Station DCCP, including modifications to the park roadway, dog park and an active space open area. The active space open area will be included in the Site Plan, but not in the DCCP;;
2. The Preliminary Site Plan will be prepared using the Town of Jupiter technical standards and will be adequate to accompany the DCCP;
3. The Preliminary Site Plan will consist of general site data, proposed development information, parking improvements, and proposed circulation;
4. Includes a total of two revisions based on CLIENT and/or community feedback;
5. Prepare site plan narrative for DCCP; and
6. Prepare outline of approval process for DCCP.

II. Preparation of Site Plan Application

A. Site Plan Application \$7,907.72

1. Prepare and file a Site Plan Application request to the Town of Jupiter, in order obtain approval of the Site Plan;
2. Prepare justification statement stating application details, compared to the Town of Jupiter Comprehensive Plan and Zoning Code;
3. Preparation will include compilation of materials in order to support the submittal of the development application; and
4. Includes a total of two revisions based on CLIENT and/or community feedback.

III. Representation of Development Applications \$ 19,990.64

1. Attend kick-off meeting with the Town of Jupiter, either in person or via teleconference;
2. Attend meetings with the Town of Jupiter staff throughout the planning and design, either in person or via teleconference;
3. Attend community meetings to present the development proposal, either in person or via teleconference; and
4. Coordination with the Town of Jupiter throughout the planning and zoning approval process.

LANDSCAPE ARCHITECTURE SERVICES

I. Design and Construction Criteria Package

WGI will prepare a Landscape Architecture Design and Construction Criteria Package including plans with associated narratives, design criteria, and an estimate of probable construction costs for the proposed fire station. The Design and Construction Criteria Package will be prepared in coordination with the CLIENT, PROJECT stakeholders, and other design disciplines. The Design and Construction Criteria Package will consist of the following:

I. Landscape Architecture Plans

WGI will prepare a landscape architecture plan package. The following components at the indicated phase submission levels will be included within the plan package:

Tree Disposition Plans (90% Plan Submittal) \$ 4,849.20

Preparation of tree disposition plan. Plans will include relocation, removal and preservation of trees recorded from tree survey. This task also includes site investigation.

Landscape Plans (30% & 90% Plan Submittals) \$ 10,137.60

Preparation of landscape plans to include location, botanic and common plant name, size, quantities and specific requirements for proposed planting materials. Plans will include written specifications and planting details associated with the proposed landscape design. Landscape design will address the following areas:

1. Buffer plantings

2. Building foundation plantings
3. Open space/recreational area plantings

Hardscape Plans (30% Plan Submittal)

\$ 1,908.00

Preparation of hardscape plans to include layout plan for hardscape elements, hardscape plan, specifications, and material selection for proposed hardscape materials and finishes. Hardscape design will address the following areas:

1. Site furnishings;
2. Dog Park and associated fencing; and
3. Dog Park amenities.

**Please note that any structural hardscape elements over 36 inches will need to be engineered by a structural engineer, and these services are not included in this proposal. Details of these elements will be provided for design intent only.*

Irrigation Plan (60% Plan Submittal)

\$ 4,162.80

Preparation of irrigation plans to include irrigation plan sheets, details and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.

**Please note that electrical drawings and engineering drawings are not included and will need to be provided by the contractor who is awarded the design-build contract or outside consultants.*

II. Landscape Architecture Design Narrative

\$ 722.70

WGI will prepare a landscape architecture design narrative. The design narrative will indicate the design intent and approach for the project.

III. Landscape Architecture Cost Estimate

\$ 652.35

WGI will prepare a cost estimate for proposed landscape, hardscape and irrigation improvements. The cost estimate will be incorporated into the overall project cost estimate.

IV. Representation

\$ 4,818.00

WGI will provide representation at meetings and on progress calls as requested. Assumes up to 40hrs of representation. Representation beyond 40hrs would require a supplemental work order amendment.

ENVIRONMENTAL SERVICES

- I. Tree Inventory** **\$ 5,386.80**
1. Prepare a sub-meter accuracy Global Positioning System (GPS) tree inventory of all existing protected trees according to the Town requirements within the project area. The GPS locations will be overlaid onto an aerial map, site plan and other exhibits as required by the Town;
 2. Prepare a tabular tree list of existing protected trees and palms as required by the municipality. The tabular tree list will identify species, size, canopy spread, disposition, mitigation requirement, and condition of each protected tree; and
 3. CLIENT shall furnish to WGI AutoCad files of the site plan and property surveys.

TRAFFIC ENGINEERING SERVICES (OPTIONAL)

- I. Traffic Signals Warrant Study** **\$ 6,488.24**
1. Collect traffic counts along Indiantown Road (Cinquez Park Fire Station) in front of the proposed Fire Station locations.
 2. Perform warrant studies in compliance with FDOT Traffic Engineering Manual and/or PBC Traffic Performance Standards to determine the need for emergency traffic control signals.
 3. Prepare separate memos summarizing data collection, analysis, findings and recommendations for each location.
- II. Representation of Traffic Engineering Services** **\$ 1,129.92**
1. WGI will provide representation at meetings and on progress calls to discuss possible transportation issues as requested. Assumes up to 8hrs of representation. Representation beyond 8hrs would require a supplemental work order amendment.

SIGNALIZATION DESIGN SERVICES

- I. Conceptual Median Opening Development (Cinquez Park Site)** **\$ 8,062.74**
1. Evaluate and develop requirements for offsite improvements for Cinquez Park fire station site;
 2. Develop draft median opening concepts for FDOT review based on design standards, site specific constraints and Town preferences;
 3. Attend coordination meetings with Town staff;
 4. Attend FDOT access management committee in support of draft concepts;
 5. Concept revisions and updates based on FDOT review and requirements;
 6. Obtain FDOT approval of emergency traffic signal and median opening
- II. Offsite Plan Development (30% Plans)** **\$ 10,922.34**
1. Design emergency signalization equipment in accordance with MUTCD and Florida Department of Transportation Design Manual for concept signalization;
 2. Develop preliminary mast arm and controller cabinet locations;
 3. Coordinate with FPL for signalization service point power;
 4. Develop preliminary pre-emption for Indiantown Rd, Palm Dr, and Center Street;

5. Update pavement markings for stop bars; and
6. Description of regulatory process (including application fees) required for approval.

PROJECT MANAGEMENT AND CIVIL ENGINEERING SERVICES

I. Project Management \$ 13,783.68

1. Coordinate with Town staff and discipline leads in regards to schedule, design or project decisions, direction;
2. Representation of the DCCP with Town staff at Town Council or other critical milestone meetings; and
3. Other services, as requested or agreed upon between Town and WGI.

II. Concept Civil Engineering Design (30% Plans) \$ 28,157.76

1. Prepare concept paving and drainage plans with typical sections and details for the development of the proposed fire station parcel, revisions to the existing park elements that will be displaced or impacted and a proposed active open space;
2. Prepare concept water and sewer plans with details;
3. Prepare concept pavement marking plans with details;
4. Prepare concept surface water management calculations;
5. Prepare outline technical specifications;
6. Prepare concept level engineer's opinion of probable construction costs; and
7. Prepare Civil Engineering narratives for DCCP.

III. Civil Engineering Representation Services \$ 7,711.20

Attend meetings with development team members and CLIENT through the delivery of the work order scope, either in person or via teleconference and project management services.

ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION ENGINEERING SERVICES

I. Design and Construction Criteria Package \$ 91,910.70

WGI will prepare an Architectural 15% Schematic Design and Construction Criteria Package including plans with associated narratives, design criteria, and an estimate of probable construction costs for the proposed fire station. The Architectural 15% Schematic Design and Construction Criteria Package will be prepared in coordination with the CLIENT, PROJECT stakeholders, and other design disciplines. The Architectural 15% Schematic Design and Construction Criteria Package will consist of the following:

1. Building Programming and Preliminary Architectural Design activities will consist of the following:
 - a) Preparation of the fire station's building program with associated square footages based on a concept one-story floor plan and proposed space types sent to WGI by the CLIENT via email correspondence;
 - b) Preparation of a final space matrix with space types, names, square footage allocations, and building programming notes for incorporation into the Design and Construction Criteria Package; and

- c) Preparation of a preliminary architectural floor plan for review and approval by CLIENT, with a follow up submittal incorporating review comments and requested revisions.
2. Architectural Plan(s) will be developed to a 15% Schematic Design level, based on the "South Jupiter Community Park Phase I" example package provided by the CLIENT, and consist of the following:
- a) General Notes with applicable building envelope Product Approval information for "Basis of Design" products/systems;
 - b) Floor Plan;
 - c) Reflected Ceiling Plan;
 - d) Roof Plan;
 - e) Exterior Elevations; and
 - f) Two (2) overall 3-dimensional static, colored renderings of the proposed fire station facility to illustrate design intent.
 - i. This proposal assumes that two (2) renderings will be sufficient to satisfy all Town of Jupiter entitlements/development review processes and illustrate the architectural design intent associated with the Design and Construction Criteria Package.

NOTE: Please note that zoning regulations regarding architectural aesthetics and character are highly subjective and sometimes volatile. WGI shall not be held responsible for any delays due to the possibility for excessive commentary and time needed to modify the preliminary architectural design as a result of the subjective entitlements/development review process.

3. A 15% Schematic Design level structural analysis and design with narratives will be performed per the 8th Edition of the Florida Building Code (FBC) Risk Category IV. The calculations will be the basis of the structural systems Opinion of Probable Construction Cost. Foundation analysis and design will utilize the presumptive soils bearing values in FBC Chapter 18. The structural design will coordinate proposed boring locations with the Geotechnical Engineer.
4. Mechanical Plan(s) and documents will be developed to a 15% Schematic Design level and consist of the following:
- a) Preliminary Block Building load calculations to establish the HVAC equipment capacity requirements.
 - b) WGI will consult with the CLIENT to evaluate and determine the mechanical system type best suited for the project and CLIENT (i.e., DX equipment, chillers, VRF, etc.)
 - c) HVAC floor plan(s) with mechanical systems design criteria and systems narratives. Assist the architect with estimated sizes of mechanical rooms and outdoor equipment yards.
 - d) Some minimal graphical representation of air system zone identification by outlines or other graphic representation.
 - e) Controls will be specified, including a sequence of control.
 - f) Exhaust systems will be described in the narratives, including a kitchen hood.
 - g) Vehicle bay exhaust system will be described in the narratives.
 - h) Division 23 technical specifications will be developed.
 - i) Preliminary energy code calculations (FLACOM or ComCheck) to establish compliance.
5. Plumbing Plan(s) and documents will be developed to a 15% Schematic Design level and consist of the following:
- a) Estimated main pipe sizing for domestic water and sanitary waste systems.
 - b) Plumbing floor plans with plumbing systems design criteria and systems narratives, including pipe sizing criteria and materials specifications.
 - c) Division 22 technical specifications.

6. Electrical Plan(s) and documents will be developed to a 15% Schematic Design level and consist of the following:
 - a) Estimated electrical load calculations to establish the electrical service capacity requirements.
 - b) Estimated required engine-generator capacity and specification.
 - c) Preliminary power system riser diagram to indicate service and power distribution system sizing and design criteria.
 - d) Lighting, power, and systems plans with systems design criteria and systems narratives only. Assist the architect with estimated sizes for the electrical and data rooms.
 - e) Applicable division 26 technical specifications. Division 27 and 28 specifications would be provided if the Owner can provide guidance as to the desired systems and criteria, such as manufacturers and standardization for voice/data network infrastructure, cameras, access controls, and fire alarm.
7. Fire Protection (sprinkler) Plan(s) will be developed to a 15% Schematic Design level and consist of the following:
 - a) Evaluation of flow test for the required pressure and flow for the fire water service in order to determine if a fire pump may be required.
 - b) Location of fire riser and coordination of the fire water main line entrance location with the civil engineer.
 - c) Fire protection plan with system design criteria and narratives indicating the required zoning and hazard levels.
 - d) Division 21 technical specifications.
8. WGI will prepare an Opinion of Probable Construction Costs consisting major categorical items per discipline only and based on the Design and Construction Criteria Package approved by the CLIENT;
9. WGI will perform preliminary building code research and coordinate between all building and site design disciplines for a comprehensive design solution applicable to a 15% Schematic Design level.
10. WGI will prepare a draft Design and Construction Criteria Package for review and approval by CLIENT, with a follow up submittal incorporating review comments and requested revisions.
11. Meetings
 - a) WGI architecture and engineering staff will attend meetings consisting of the following:
 - i. One (1) virtual kick-off meeting with CLIENT to discuss and brainstorm project goals;
 - ii. One (1) virtual progress review meeting with CLIENT to discuss Building Programming and Preliminary Architectural Design. This meeting will include the engineering team to discuss the HVAC, plumbing, and electrical systems design intent and approach. WGI will modify the design from a single round of comments only. Additional comments and modifications will be considered Additional Services and for which WGI will receive additional compensation;
 - iii. One (1) virtual meeting to review draft Design and Construction Criteria Package with PROJECT stakeholders and CLIENT;
 - iv. One (1) in-person pre-bid meeting with CLIENT and potential design-build teams;
 - v. One (1) virtual review meeting with CLIENT to discuss WGI feedback regarding submitted design-build team response packages; and
 - vi. Internal progress review/coordination meetings for the PROJECT.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, as-built drawings; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Scope outlined herein are the Basic Services associated with the Proposed Fee included. Any services requested that are outside these Basic Services shall be considered Additional Services and for which WGI will receive additional compensation. Additional Services must be authorized by CLIENT in writing and accepted by WGI;
3. Information and documents generated by WGI for the Piatt Place Fire Station building will be used as the basis of design/documentation.
 - a) This proposal assumes that the building design at Cinquez Park will not be an exact prototype of the building design at Piatt Place. The intent is that the building design at Cinquez Park will be similar by design intent and major systems/components, but unique per location and with associated impacts to the design as such.
 - b) The architectural design and detailing of the exterior façade and aesthetics will be unique in response to the City's local code requirement, character preference, and/or surrounding context.
4. In completing this proposal, WGI explicitly excludes the following:
 - c) Any architectural, engineering, design, or other professional consulting services not explicitly listed in this proposal;
 - d) Design development level or any construction document level drawings;
 - e) Any Owner's Representation throughout the design-build procurement process not explicitly listed in this proposal;
 - f) Building permitting or any other local agency coordination outside of that directly required by the entitlements/development review process;
 - g) Additional representation during the design-build procurement process and/or final selection of the preferred design-build team response package.
 - h) Value Engineering, nor any revisions resulting from changes proposed by other parties;
 - i) Detailed cost estimating;
 - j) Green building services as well as energy modeling;
 - k) Solar PV or any alternative energy systems;
 - l) Battery energy storage systems;
 - m) Electric vehicle charging systems;
 - n) Water or wastewater storage systems;
 - o) Fueling systems;
 - p) WGI is not responsible for identifying or documenting the removal of any hazardous materials such as asbestos, lead-based paint, etc.;
 - q) Project review fees, inspection fees, fiscal surety, permit fees, and other associated project-related fees are not part of this scope and remain the responsibility of the CLIENT;
 - r) Site visits or meetings of any kind not explicitly identified in this proposal; and
 - s) Hard copy printing or reproduction services of any kind;
 - i. All documents will be distributed to CLIENT as digital PDF or other image files only.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. Geotechnical report;

2. Conceptual site plan;

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope is defined.

COMPENSATION

Planning Services		\$ 41,378.36
Landscape Architecture Services		\$ 27,250.65
Environmental Services Services		\$ 5,386.80
Traffic Engineering Services		\$ 7,618.16
Signalization Design Services		\$ 18,985.08
Civil Engineering Services		\$ 49,652.64
Architectural Services		\$ 43,811.08
Structural Engineering Services		\$ 18,722.09
MEPFP Engineering Services		\$ 29,377.53
TOTAL		\$ 242,182.39

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Town of Jupiter. Upon acceptance of this proposal, along with the attached Contract Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Contract Terms and Conditions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Contract Terms and Conditions.

Respectfully submitted,
WGI, Inc.


Brett Oldford, PE
Vice President, Civil Engineering

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Planning

By: Doug Murray

4/29/2024 \$ 180.06 \$ 114.72 \$ 144.18 \$ 91.50

TASK DESCRIPTION		Project Manager	Senior Planner	Senior Designer	Designer					Expenses	FEE	TOTAL
Task 1 Preliminary Site Plan (Cinquez Park)												
1	Preliminary Site Plan (incl. 2 revisions)	16	12	30	50					0	\$ 13,158.00	
SUBTOTAL HOURS		16	12	30	50	0	0	0	0			
SUBTOTAL FEE		\$2,880.96	\$1,376.64	\$ 4,325.40	\$4,575.00	\$ -	\$ -	\$ -	\$ -	\$ 322.00	\$ 13,158.00	\$ 13,480.00
Task 2 Site Plan Application (Cinquez Park)												
1	Site Plan Application (incl. 2 revisions)	18	37	0	0					0	\$ 7,485.72	
SUBTOTAL HOURS		18	37	0	0	0	0	0	0			
SUBTOTAL FEE		\$3,241.08	\$4,244.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 422	\$ 7,485.72	\$ 7,907.72
Task 3 Representation (Cinquez Park)												
1	Attend project meetings	40	32	40	32					0	\$ 19,568.64	
SUBTOTAL HOURS		40	32	40	32	0	0	0	0			
SUBTOTAL FEE		\$7,202.40	\$3,671.04	\$ 5,767.20	\$2,928.00	\$ -	\$ -	\$ -	\$ -	\$ 422	\$ 19,568.64	\$ 19,990.64
Grand Total												\$ 41,378.36

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Landscape Architecture

By: Jason Mihalovits

5/14/2024

\$ 120.45

\$ 86.70

\$ 90.60

\$ 82.50

TASK DESCRIPTION		Principal LA	Senior Landscape Architect	Landscape Architect	Sr Designer	Designer					Expenses	FEE	TOTAL
Task 1 Site Investigation													
Project Coordination / CADD Setup					12						0	\$	1,087.20
Site Investigation			8		0						0	\$	963.60
SUBTOTAL HOURS		0	8	0	12	0	0	0	0				
SUBTOTAL FEE		\$ -	\$ 964	\$ -	\$ 1,087	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	2,050.80
Task 2 Tree Disposition Plans													
Tree Disposition Plans			4	10	16						0	\$	2,798.40
SUBTOTAL HOURS		0	4	10	16	0	0	0	0				
SUBTOTAL FEE		\$ -	\$ 482	\$ 867	\$ 1,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	2,798.40
Task 3 Landscape Plans													
30% Landscape Plan			8	12	20						0	\$	3,816.00
90% Landscape Plan			8	20	40						0	\$	6,321.60
30% Hardscape Plan			4	6	10							\$	1,908.00
60% Irrigation Plan			8	16	20							\$	4,162.80
SUBTOTAL HOURS		0	28	54	90	0	0	0	0				
SUBTOTAL FEE		\$ -	\$ 3,373	\$ 4,682	\$ 8,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	16,208.40
Task 4 Narrative													
Narrative			6								0	\$	722.70
SUBTOTAL HOURS		0	6	0	0	0	0	0	0				
SUBTOTAL FEE		\$ -	\$ 723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	722.70
Task 5 Cost Estimate													
Cost Estimate			1	3	3						0	\$	652.35
SUBTOTAL HOURS		0	1	3	3	0	0	0	0				
SUBTOTAL FEE		\$ -	\$ 120	\$ 260	\$ 272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	652.35

Town of Jupiter
Cinquez Park Fire Station
Design and Construction Criteria Package - Landscape Architecture

By: Jason Mihalovits
5/14/2024 \$ 120.45 \$ 86.70 \$ 90.60 \$ 82.50

TASK DESCRIPTION		Principal LA	Senior Landscape Architect	Landscape Architect	Sr Designer	Designer					Expenses	FEE	TOTAL
Task 6	Representation												
	Meeting Representation		28								0	\$ 3,372.60	
	Pre-Construction Meeting		4									\$ 481.80	
	RFI / Cut Sheet Review		8								0	\$ 963.60	
	SUBTOTAL HOURS	0	40	0	0	0	0	0	0				
	SUBTOTAL FEE	\$ -	\$ 4,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,818.00	\$ 4,818.00
Grand Total													\$ 27,250.65

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Environmental

By: Rick Harman

4/29/2024 \$ 180.06 \$ 150.00 \$ 96.45 \$ 78.00

TASK DESCRIPTION		Project Manager	Senior Environmental Planner	Environmental Planner	Environmental Field Representative									Expenses	FEE	TOTAL
Task 1 Environmental Services (Cinquez Park)																
1	Tree Inventory		8	24	24									0	\$	5,386.80
SUBTOTAL HOURS		0	8	24	24	0	0	0	0							
SUBTOTAL FEE		\$ -	\$ 1,200	\$ 2,315	\$ 1,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,386.80	\$ 5,386.80
Grand Total																\$ 5,386.80

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Traffic Engineering

By: Ravali Kosaraju

4/29/2024

\$ 180.06

\$ 141.24

\$ 90.60

\$ 91.50

\$ 149.70

\$ 78.75

\$ 180.00

\$ 210.00

TASK DESCRIPTION			Project Manager	Senior Engineer (PE)	Senior Designer	Senior CADD Technician	Senior Surveyor	Survey Technician	3 Person Survey Crew	4 Person Survey Crew	Expenses	FEE	TOTAL
Task 1 Traffic Signals Warrant Study													
1	Traffic Counts										2000	\$	2,000.00
2	Warrant Studies		2	6	16						0	\$	2,657.16
3	Traffic Memos		2	4	10						0	\$	1,831.08
SUBTOTAL HOURS			4	10	26	0	0	0	0	0			
SUBTOTAL FEE			\$ 720	\$ 1,412	\$ 2,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$	6,488.24 \$ 6,488.24
Task 2 Representation of Traffic Engineering Services													
1	Attend project meetings			8							0	\$	1,129.92
SUBTOTAL HOURS			0	8	0	0	0	0	0	0			
SUBTOTAL FEE			\$ -	\$ 1,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	1,129.92 \$ 1,129.92
Grand Total													
													\$ 7,618.16

Town of Jupiter**Cinquez Park Fire Station****Design and Construction Criteria Package - Signalization**

By: Brett Fuller

4/29/2024 \$ 180.06 \$ 141.24 \$ 91.50

TASK DESCRIPTION		Project Manager	Senior Project Engineer	Senior CADD Technician						Expenses	FEE	TOTAL
Task 1 Offsite Plan Development (Cinquez Park)												
1	Preliminary signal equipment layout	3	10	15						\$	3,325.08	
2	Preliminary mast arm layout	2	7	10						\$	2,263.80	
3	FPL service point coordination	3	2							\$	822.66	
4	Preliminary pavement marking design	1	2	4						\$	828.54	
5	County traffic permit coordination	3	2							\$	822.66	
SUBTOTAL HOURS		12	23	29	0	0	0	0	0			
SUBTOTAL FEE		\$ 2,161	\$ 3,249	\$ 2,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,062.74	\$ 8,062.74
Task 1 Offsite Plan Development (Cinquez Park)												
1	Preliminary signal equipment layout	3	10	15						\$	3,325.08	
2	Preliminary mast arm layout	2	7	10						\$	2,263.80	
3	FPL service point coordination	3	2							\$	822.66	
4	Preliminary pre-emption for Indiantown Rd, Palm Dr, & Center St	3	8	13						\$	2,859.60	
5	Preliminary pavement marking design	1	2	4						\$	828.54	
6	County traffic permit coordination	3	2							\$	822.66	
SUBTOTAL HOURS		15	31	42	0	0	0	0	0			
SUBTOTAL FEE		\$ 2,701	\$ 4,378	\$ 3,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,922.34	\$ 10,922.34
Grand Total												\$ 18,985.08

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Civil

By: Chris Holmes, PE

4/29/2024 \$ 180.06 \$ 141.24 \$ 90.60 \$ 91.50 \$149.70 \$ 78.75 \$180.00 \$ 210.00

TASK DESCRIPTION		Project Manager	Senior Engineer (PE)	Senior Designer	Senior CADD Technician	Senior Surveyor	Survey Technician	3 Person Survey Crew	4 Person Survey Crew	Expenses	FEE	TOTAL
Task 1 Civil Eng Rep Services												
1	Project Coordination	28								0	\$	5,041.68
2	Representation	22									\$	3,961.32
3	Misc Services	14	16								\$	4,780.68
SUBTOTAL HOURS		64	16	0	0	0	0	0	0			
SUBTOTAL FEE		\$ 11,524	\$ 2,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	13,783.68 \$13,783.68
Task 2 Concept Civil Engineering Design												
1	Prepare concept paving, grading, and drainage plan with details	4	4	8	16					0	\$	3,474.00
2	Prepare concept water and sewer plan with details	4	4	8	16					0	\$	3,474.00
3	Prepare concept pavement marking and signage plans	4	4	8	16					0	\$	3,474.00
4	Prepare concept surface water management calculations	4	8	4	16					0	\$	3,676.56
5	Prepare concept lift station calculations	4	6	4	8					0	\$	2,662.08
6	Prepare outline technical specifications	4	8	12						0	\$	2,937.36
7	Prepare engineers opinion of probable construction costs	4	2	12						0	\$	2,089.92
8	Prepare civil engineering narratives for DCCP	4	40							0	\$	6,369.84
SUBTOTAL HOURS		32	76	56	72	0	0	0	0			
SUBTOTAL FEE		\$ 5,762	\$ 10,734	\$ 5,074	\$ 6,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$	28,157.76 \$28,157.76
Task 3 Civil Eng Rep Services												
1	Attend project meetings	24	24							0	\$	7,711.20
SUBTOTAL HOURS		24	24	0	0	0	0	0	0			
SUBTOTAL FEE		\$ 4,321	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	7,711.20 \$ 7,711.20
Grand Total												\$49,652.64

Town of Jupiter

Cinquez Park Fire Station

Design and Construction Criteria Package - Architecture, Structural, MEPFP

By: Eric Luttmann, AIA / Jeffrey Bergmann, PE / Rob Anston, PE

4/29/2024 \$180.06 \$157.50 \$141.24 \$121.80 \$ 90.60

TASK DESCRIPTION		Project Manager	Quality Control Manager	Senior Engineer	Engineer	Senior Designer					Expenses	TOTAL	FEE
Architectural Services (15% Schematic Design)													
1	Develop Building Programming Requirements	4				16						\$ 2,169.84	
2	Prepare Building Program and Space Needs Matrix	8				20						\$ 3,252.48	
3	Prepare Preliminary Architectural Design	16				40						\$ 6,504.96	
4	Perform Preliminary Code Research	2				8						\$ 1,084.92	
5	Prepare 15% Schematic Design Architectural Plans	16				40						\$ 6,504.96	
6	Prepare Design Criteria Package Narrative	4				16						\$ 2,169.84	
7	Prepare Architectural Visualization	4				24						\$ 2,894.64	
8	Prepare Technical Specifications	4				12						\$ 1,807.44	
9	Prepare EOPCC	8										\$ 1,440.48	
10	Meetings	16				16						\$ 4,330.56	
11	Design Coordination	4				24						\$ 2,894.64	
12	QA/QC	8	24			16						\$ 6,670.08	
	Reimburable Expenses (5.0%)										\$ 2,086		
	SUBTOTAL HOURS	94	24	0	0	232	0	0	0			\$ 41,724.84	
	SUBTOTAL FEE	\$16,926	\$ 3,780	\$ -	\$ -	\$ 21,019	\$ -	\$ -	\$ -		\$ 2,086	\$ 41,724.84	\$ 43,811.08
Structural Engineering Services (15% Schematic Design)													
1	Perform Preliminary Code Research	2		4								\$ 925.08	
2	Prepare 15% Schematic Design Structural Plans	8		16		32						\$ 6,599.52	
3	Prepare Design Criteria Package Narrative	2		8								\$ 1,490.04	
4	Prepare Technical Specifications	2		8								\$ 1,490.04	
5	Prepare EOPCC	2		4								\$ 925.08	
6	Meetings	8		8								\$ 2,570.40	
7	QA/QC	8	8	8								\$ 3,830.40	
	Reimburable Expenses (5.0%)										\$ 892		
	SUBTOTAL HOURS	32	8	56	0	32	0	0	0	0		\$ 17,830.56	
	SUBTOTAL FEE	\$ 5,762	\$ 1,260	\$ 7,909	\$ -	\$ 2,899	\$ -	\$ -	\$ -		\$ 892	\$ 17,830.56	\$ 18,722.09

Mechanical, Electrical, Plumbing, and Fire Protection (MEPFP) Engineering Services (15% Schematic Design)												
1	Perform Preliminary Code Research	2		2								\$ 642.60
2	Perform Preliminary HVAC Calculations			8		16						\$ 2,579.52
3	Perform Preliminary Elec Calculations	8				16						\$ 2,890.08
4	Prepare 15% Schematic Design MPFP Plans - Design Criteria & Narratives Only	4		16		16						\$ 4,429.68
5	Prepare 15% Schematic Design Elec Plans - Design Criteria & Narratives Only	8		0		16						\$ 2,890.08
6	Prepare Design Criteria Package Narrative	4		4								\$ 1,285.20
7	Prepare Technical Specifications	4		4								\$ 1,285.20
8	Prepare Energy Code Calculations	2		4		16						\$ 2,374.68
9	Prepare EOPCC	2		2		2						\$ 823.80
10	Meetings	12		12		12						\$ 4,942.80
11	QA/QC	4	8	8		8						\$ 3,834.96
	Reimburable Expenses (5.0%)										\$ 1,399	
	SUBTOTAL HOURS	50	8	60	0	102	0	0	0	0		\$27,978.60
	SUBTOTAL FEE	\$ 9,003	\$ 1,260	\$ 8,474	\$ -	\$ 9,241	\$ -	\$ -	\$ -		\$ 1,399	\$27,978.60
Grand Total												\$ 91,910.70



Town Council
May 21, 2024

TOWN OF JUPITER

Jupiter River Estates Vegetative Trimming



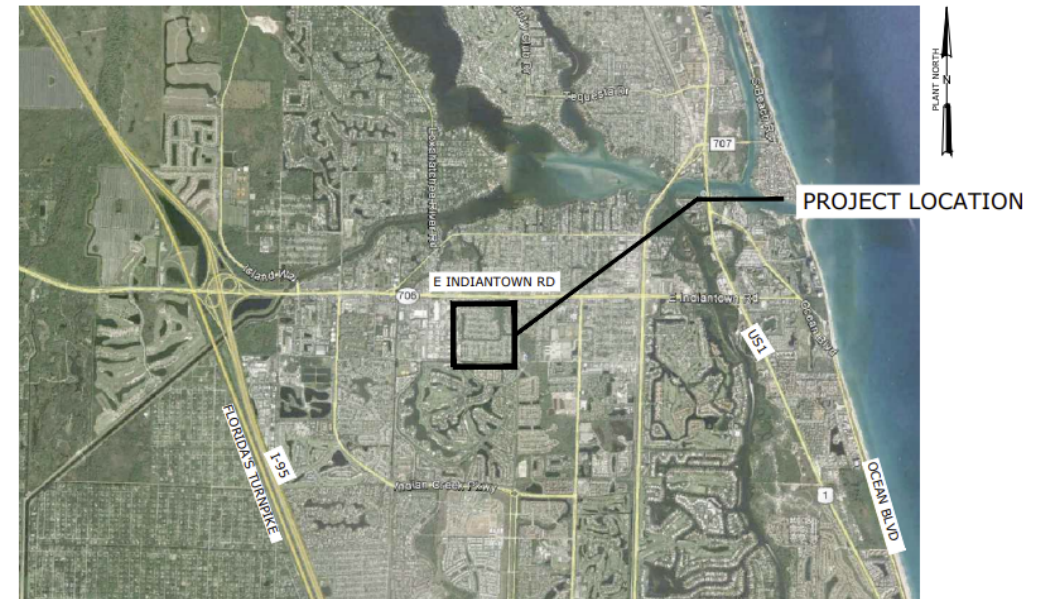
Agenda

- Purpose of Project
- Before and after photos
- Before and after drone video



Purpose of Project

- Improve water quality in Jones Creek
- Address nutrient impairments in the SW Fork of the Loxahatchee River
- Remove exotic/invasive species that competes with native vegetation
- Initial trimming funded fully by the Town of Jupiter; \$533,388
- Maintenance trimming to occur once every 2 years for 10-years, funded through a non-ad valorem assessment

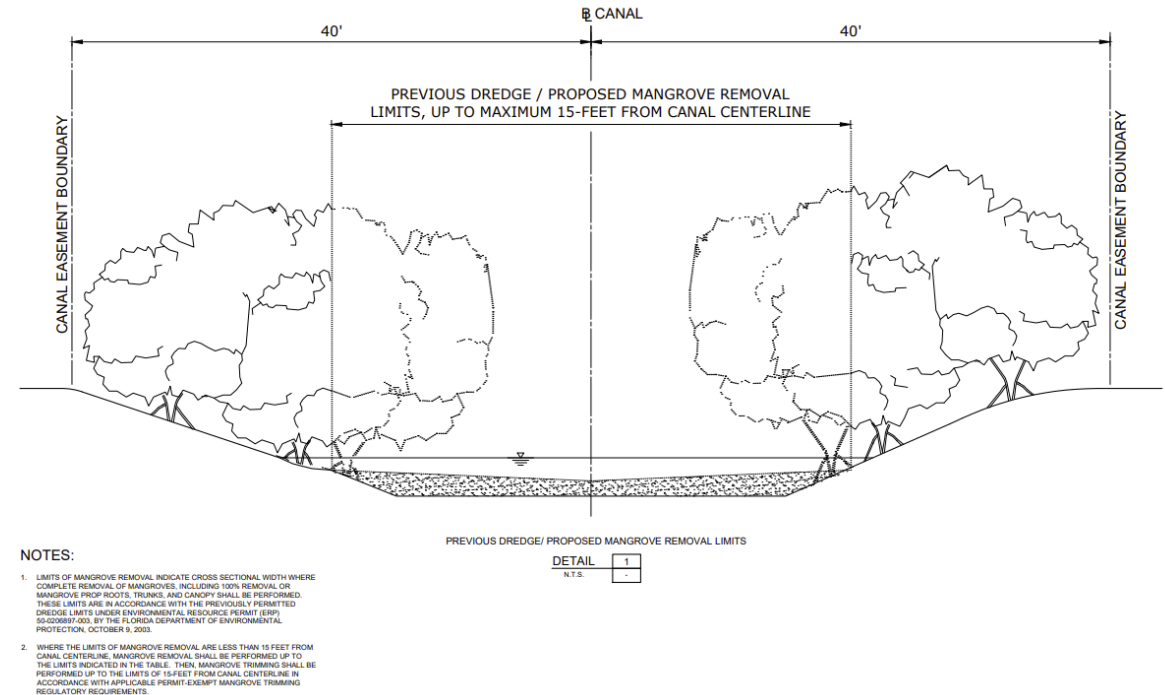


COUNTY: PALM BEACH
TOWNSHIP: 41
RANGE: 42
SECTIONS: 2

LOCATION MAP
N.T.S.

Balancing Nature

- Project goals
 - Open a +/- 30' wide corridor for sunlight penetration
 - Preserve and protect existing native vegetation
 - Minimize canal bank disturbance
 - Protect shorelines
 - Clean up trash and debris
 - Comply with permits and regulations
- FDEP Mangrove Trimming and Preservation Act (403.9321-403.9333, F.S.)
- Balance mangrove trimming and exotic vegetation removal with regulations and good practice



Dense Vegetation

- Sherlock Tree grappled with dense vegetation in many areas
- Fallen trees that extended from shoreline to shoreline
- In some areas water was stagnant with a layer of floating organic matter on the surface



Before and After Comparison #1

- Waterway between S. Delaware Blvd. and S. Caloosahatchee Ave.
- Dense vegetation prior to trimming
- After trimming sunlight is able to reach the water surface



Before Trimming



After Trimming

Before and After #2

- Between Sioux Street and Mohawk Street
- Dense vegetation inhibited water movement, resulting in stagnant and odorous water
- Shortly after trimming, odor and clarity of the water improved dramatically



Before Trimming



After Trimming

Before and After #3

- Footbridge near Mohican Blvd. and Pawnee Street
- Improved sunlight penetration, water quality, and scenic views



Before Trimming



After Trimming

Jones Creek Ecology

- Initial trimming efforts have improved the ecological habitat of Jones Creek
- Noticeable improvements in water quality
- Increased numbers of birds
- Increased fish sightings
- Manatees have also been seen



Corridor to the River and Beyond

- Initial trimming results:
 - ✓ sunlight able to penetrate the water surface
 - ✓ Unobstructed waterways
 - ✓ Reduced detritus and stagnant water
 - ✓ Restored ecology and habitats
 - ✓ Mangroves preserved for healthy growth
 - ✓ Exotics removed
 - ✓ Beautiful views
- Jones Creek is a tributary to the Loxahatchee River
- Biennial maintenance trimming will continue the story

