



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JULY 16, 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.

ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:

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

PUBLIC HEARING

1. **Resolution 82-24**, Approving the Truth in Millage for the preliminary millage rate for fiscal year 2025.

PROCLAMATION

2. Parks and Recreation Month – July 2024 – Ms. Kristin George, Director of Parks and Recreation. #

PRESENTATION

3. The Honorable Senator Gayle Harrell - Legislative Update. #

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

4. June 18, 2024 Town Council Meeting Minutes and June 20, 2024 Town Council Workshop 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

5. **Ordinance 17-24, Second Reading**, Cinquez Park Future Land Use Map (FLUM) Amendment – Application to change the Future Land Use Designation from Recreation to Public Institutional for 3.0+/- acres of property at 2183 W Indiantown Road.

PUBLIC BUSINESS

6. Approving a Town Council Second Budget Workshop Meeting, Thursday, August 14, 2024, at 6:30 PM. #
7. **Resolution 45-24**, Approving a purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) for fleet and emergency standby generator fuel in an amount not to exceed \$875,000.
8. **Resolution 77-24**, Declaring the Town's intent to seek reimbursement for certain capital expenditures incurred for the implementation of the Jupiter Fire Rescue Department from bond proceeds.
9. Approving an emergency purchase order for the replacement of VAV and AHU/RTU Controls for the Community Center HVAC system in an amount not to exceed \$113,500.

10. **Resolution 90-24**, Approving the award of EPW 2024-19, ACP Clay Tennis Court Fence Replacement to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed \$249,300.
11. **Resolution 91-24**, Town Hall Phase II-Demolition of the old Town Hall and Police Building, Green Space, Site Lighting and Site Work, in the amount of \$3,046,124.
12. **Resolution 95-24**, Approving the renewal for contract EPW 2022-27, Collector Roadway Lighting to The Lazarus Group, Inc. in an amount not to exceed \$295,931.60.
13. **Resolution 96-24**, Approving the authorization of Work Order No. 32 to Kimley-Horn and Associates, Inc. for the Crosswalk Beacons in an amount not to exceed \$96,814.10.

REGULAR AGENDA

PUBLIC HEARING

14. **Resolution 78-24**, Jupiter Fire Rescue Department, Cinquez Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two story Fire Station and associated improvements on 3.0 acres of property, located at 2197 W. Indiantown Road.
15. **Resolution 79-24**, Jupiter Fire Rescue Department, Piatt Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two story Fire Station and associated improvements, on a 4.7± acre property, located at 500 US Highway 1.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

August 8, 2024
August 20, 2024

NOTICE

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

www.jupiter.fl.us/Live

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

= no materials attached *revisions may occur* www.jupiter.fl.us

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.

TOWN OF JUPITER
Resolution 82-24: Truth in Millage (TRIM) for Fiscal Year 2025



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 82-24, Approving the Truth in Millage for the preliminary millage rate for fiscal year 2025.

EXECUTIVE SUMMARY

The Town of Jupiter must advise the Property Appraiser's Office and the State of Florida on or before July 30, 2024 of the preliminary 2025 millage rate for the Town. Staff is recommending that the Town Council approve a TRIM rate that is equal to the 2024 millage rate of **2.3894** mills (excluding the debt service millage of .0854 mills). This rate will be submitted to the State in accordance with the requirements of the Truth In Millage (TRIM) regulations. The TRIM rate, once adopted and noticed to the citizens, is the maximum rate that the Town can ultimately assess our residents when the Town's adopts the final budget in September. The Council will have the option of reducing the TRIM rate during the two public hearings which are held in September.

The Town continues to operate in the most fiscally responsible manner with the goal of maintaining the operating portion of our millage rate. The assessed property values in the Town have increased from \$15,827,803,960 in 2024 to \$17,264,292,077 in 2025 including new construction. This increase in valuation of \$1,436,488,117 or 9.08% includes new construction of \$124,323,484 which accounts for .079% of the total increase in valuation.

The proposed flat millage rate of 2.3894 is 8.10% higher than the State rollback rate of 2.2103. The flat millage rate is projected to generate approximately \$3,092,035 more in ad valorem taxes than the rollback rate. It is important to note that the rollback rate does not take into account population growth increases in services generated by new infrastructure completed or inflationary cost.

ANALYSIS

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Res 82-23 TRIM - 07-01-2024
2. FY25 TRIM Power Point

FUNDING SOURCE

N/A

For more information or copies of the attachments, please contact Scott Reynolds at ScottR@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 82-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADVISING THE PALM BEACH COUNTY PROPERTY APPRAISER'S OFFICE OF THE TOWN'S PRIOR YEAR MILLAGE RATE, ITS UPCOMING FISCAL YEAR'S PROPOSED MILLAGE RATE, ITS CURRENT FISCAL YEAR'S ROLLED-BACK OR ROLL-UP MILLAGE RATE AND THE DATE, TIME AND PLACE OF THE TOWN COUNCIL'S FIRST PUBLIC HEARING ON THE MILLAGE RATE.

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

WHEREAS, a preliminary operating budget, including the operations of the water and stormwater utilities have been duly prepared by the Town Manager, and

WHEREAS, the Town Council has held a workshop and discussed in detail the fiscal year 2024/2025 operating budget on June 20, 2024 and

WHEREAS, the rolled-back millage rate computed by the Town of Jupiter pursuant to Section 200.65, Florida Statutes and the instructions furnished by the Palm Beach County Property Appraiser for the fiscal year 2024-2025 is 2.2103 mills, and

WHEREAS, pursuant to the effective date of this Resolution, the Town Council hereby advises the Palm Beach County Property Appraiser that the proposed millage rate required to fund the Town's tentative budget for the fiscal year 2024 – 2025 is 2.3894 mills, and

WHEREAS, the percentage by which the above specified millage rate to be levied by the Town of Jupiter is greater than the rolled-back rate by 8.10%; and

WHEREAS, the proposed millage rate will result in an amount of ad valorem taxes to be raised and collected by the Town of Jupiter for municipal purposes and expenses for the fiscal year beginning October 1, 2024 and ending September 30, 2025, to-wit:

Under the rollback millage rate: \$38,159,265

Under the proposed millage rate: \$41,251,299

WHEREAS, in order to fund the voter approved debt service for the Town of Jupiter, a millage rate of .0854 is levied in addition to the rates outlined above.

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

Section 1. The whereas clauses are hereby incorporated as true and correct and are incorporated herein.

Section 2. The Town Council hereby advises the Palm Beach County Property Appraiser through the Town's filing of the required State of Florida Department of Revenue forms that: the prior fiscal year millage rate was 2.3894; the upcoming fiscal year proposed millage rate is 2.3894; the current year roll-back or roll-up rate is 2.2103; and the date, time and place of the first public hearing of this millage rate will be at 7:00 PM in the Jupiter Town Council Chambers located at 210 Military Trail, Jupiter Florida on September 3, 2024.

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

TOWN OF JUPITER

FISCAL YEAR 2025 TRIM – Truth In Millage Town Council Meeting 07-16-2024



Property Valuation Increase

FY 2025 Valuation	\$ 17,264,292,077
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FY 2024 Valuation	<u>\$ 15,827,803,960</u>
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Increase	<u><u>\$ 1,436,488,117</u></u>
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New Construction	\$124,323,484	0.79%
Valuation Increase	<u>\$ 1,312,164,633</u>	<u>8.29%</u>
	<u><u>\$1,436,488,117</u></u>	<u><u>9.08%</u></u>

Note: Property value increases capped at 3% for homesteaded property per Save our Homes limitations for 2025



Proposed Millage Rate Compared to Rollback

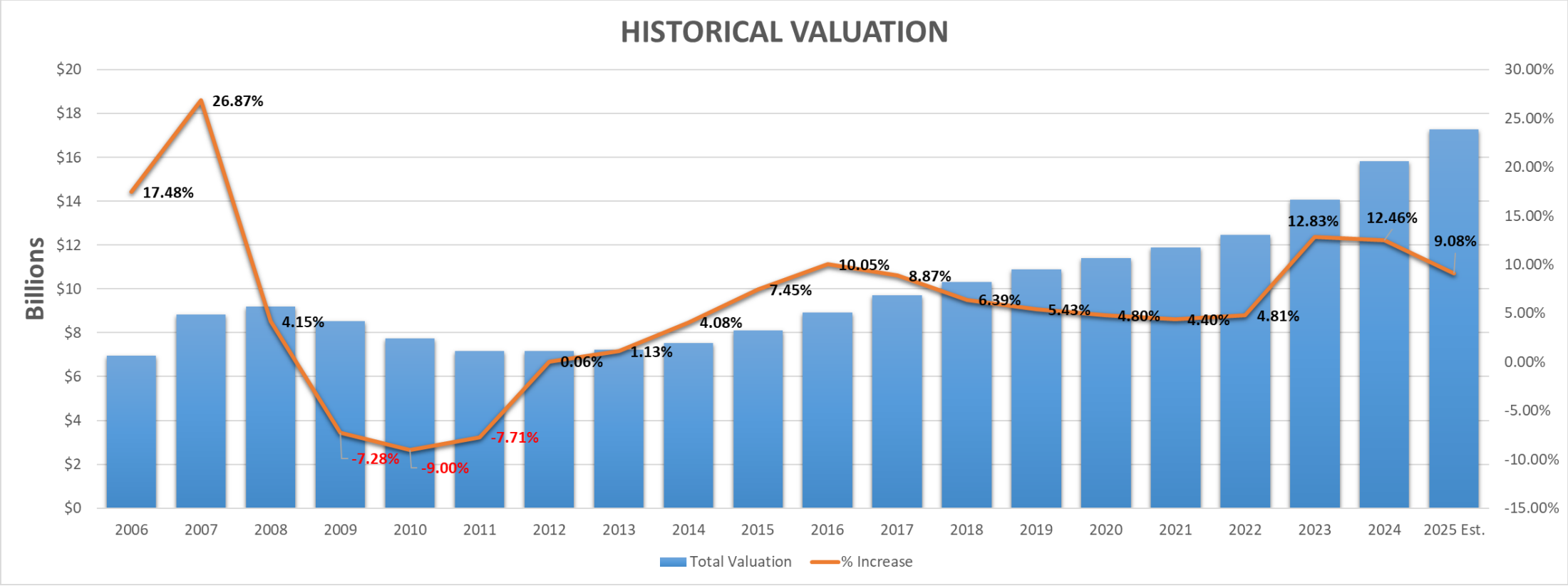
Taxes Collected @ 95% Collection Rate

2025 Proposed Rate @ 2.3894	\$41,251,299
2025 Rollback Rate @ 2.2103	\$38,159,265
Proposed Rate over Rollback	\$3,092,035

The rollback rate would generate the same amount of ad valorem tax revenue as the previous year.



Historical Valuation vs Rate of Increase



Tax Dollars Paid to the Town of Jupiter

Homes valued at \$750,000 & \$500,000 in 2024...

Town of Jupiter Annual Taxes

(Millage rates are excluding voter-approved debt of 0.0854)

Flat Millage

	\$750,000			\$500,000		
	2024 Taxes (2.3894)	2025 Taxes at proposed budget rate of 2.3894	Difference	2023 Taxes (2.3894)	2024 Taxes at proposed budget rate of 2.3894	Difference
Homesteaded Property	\$1,672.58	\$1,726.34	\$53.76	\$1,075.23	\$1,111.07	\$35.84
Non - Homesteaded Property	\$1,792.05	\$1,954.77	\$162.72	\$1,194.70	\$1,303.18	\$108.48

	\$1,000,000		
	2024 Taxes (2.4633)	2025 Taxes at proposed budget rate of 2.3894	Difference
Commercial Property:	\$2,389.40	\$2,606.36	\$216.96

Note: Excludes County, School District, and other Special Taxing District items on your tax bill. Assumes a 9.08% increase in non-Homesteaded property values, and the homesteaded property cap of 3.00% per Save our Home limitations for 2024.



Recommendation

- Staff recommends the Town Council approve Resolution 82-24 which sets the TRIM at a flat millage rate of 2.3894 and a debt rate of .0855 for reporting to the State of Florida and setting September 3, 2024 as the date for the first public hearing.





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JUNE 18, 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; Councilor Cameron May; Acting Town Manager Kate Moretto; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PRESENTATION

1. Jupiter Fire Rescue department (JFRD) update - Introduction of Deputy Chief Stephen Shaw.

Fire Chief Darrel Donatto introduced Jupiter Fire Rescue Department's (JFRD) Deputy Fire Chief Stephen Shaw and highlighted his positions throughout his career which included a firefighter paramedic; driver engineer; Lieutenant; Training Captain; Battalion Chief of Training; and to Assistant Chief of Support Service in Fort Lauderdale. Fire Chief Donatto added Deputy Fire Chief Shaw was also a registered nurse; hazmat technician; fire instructor; and a board -certified community paramedic who also had his MBA.

Deputy Fire Chief Stephen Shaw thanked Fire Chief Donatto for his introduction and thanked Council and residents for the opportunity to build a world class Fire department.

CITIZEN COMMENTS

Mr. Eric Weitze, resident of Ocean Grande Boulevard, spoke regarding the proximity of two fire stations across from each other and mentioned he had written to Palm Beach County Commissioner Maria Marino on the topic.

Ms. Lisa Vreeland, resident of Robinson Street, spoke regarding her concerns with a fire station at Cinquez Park.

Ms. Cindy Loth, resident of 154th Road North, discussed the use of dashcams and explained her experience with the Jupiter Police.

Ms. Kristen Henry, resident of Majorca Way, spoke about the potential impact of noise from the fire station on nearby residents.

MINUTES

2. June 4, 2024 Town Council Meeting Minutes.

Vice-Mayor Sundstrom moved to approve June 4, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor May; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

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

Vice-Mayor Sundstrom moved to approve the Consent Agenda; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

PUBLIC HEARING

1. **Ordinance 2-24, Second Reading, KB Carlin Rezoning - Quasi-Judicial** - Zoning Map amendment.

Title read by Mr. Baird.

PUBLIC BUSINESS

2. **Resolution 63-24**, Approving the Plat titled Water Pointe.
3. **Resolution 64-24**, Approving the Replat titled Sipowski.
4. **Resolution 65-24**, Approving the Replat titled Bear's Club Cottage Tract P2 – Replat No. 2, A P.U.D.
5. **Resolution 67-24**, Approving the Replat titled Body Court of Yacht Club Estates.
6. **Resolution 76-24**, Approving the Town of Jupiter 2024-2025 Community Development Block Grant (CDBG) Action Plan in the amount of \$273,367.
7. Approving consideration to ratify the two (2) year reappointment of Mr. Nikitas Scopelitis as the fifth member of the Police Pension Board.

REGULAR AGENDA

PUBLIC HEARING

10. Ordinance 17-24, First Reading, Cinquez Park – Comprehensive Plan Future Land Use Map Amendment. (Second reading 7/16/24)

Mr. Martin Schneider, Senior Planner, gave a presentation regarding the Cinquez Park Future Land Use Map Amendment (FLUM) which included the property's background; existing and proposed future land use maps; future land use element policy; key findings; and next steps.

Craig Mowry, resident of 230 Block Isles Lane, went over the background of the Palm Beach County Fire Rescue contract and the actions that led the Town to start a fire rescue department. He expressed his support to Council for continuing to fulfill their obligation to residents.

Kyle Knottnerus, resident of Carver Avenue, asked Council to reconsider using a different location. He mentioned a previous survey where residents decided against a playground and was happy with the way the park was now.

Jack LaBeck, resident of Carver Avenue, explained his concerns with loud noises and about a fire station being built at Cinquez Park.

Kahlah Labeck, resident of Carver Avenue, stated several reasons she was against having a fire station built at Cinquez Park.

LeAnne LaBeck, resident of Carver Avenue, spoke about the prior purchase of Cinquez Park. She expressed support for the current fire rescue services with the County and mentioned several concerns with a fire station being built at the park.

Councilor May stated he did not support the Item and was concerned for the residents and the traffic in that area.

Councilor Delaney stated he had similar concerns however the Town was going to preempt the lights, while currently PBCFR does not. He explained the Town was backed into a corner by the County and was reacting in concern for public safety.

Councilor Fore stated the noise could be an issue but was committed to minimize or eliminate the need to use a siren prior to the intersection.

Vice-Mayor Sundstrom wanted to focus on the Land Use Map Amendment and believed the zoning was always Public Institutional and it made sense to keep the future land use consistent with that zoning. She explained that much of the discussion concerned the site plan which will come at another meeting, and said for the purpose of the future land use met the four criteria outlined. Vice-Mayor explained she lived close to Palm Beach County Fire Rescue station 16 which was in a residential area in a park and had not heard of any negative impacts. She thanked several residents for coming to the meeting and looked forward to discussing ways to make that an asset for the community.

REGULAR AGENDA

PUBLIC HEARING

- 10. Ordinance 17-24, First Reading** Mayor Kuretski said he supported the item and agreed with Vice-Mayor Sundstrom that issues would be addressed in the site plan. He noted Jupiter Fire Rescue would be an extremely good neighbor with administrative controls in place to achieve that.

Title read by Mr. Baird.

Vice-Mayor Sundstrom moved to approve Ordinance 17-24, First Reading; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	No

REGULAR AGENDA

PUBLIC HEARING

- 11. 954 Old Dixie Highway - Quasi-judicial** - Site Plan Amendment to delete a condition of approval associated with offsite parking.

Ex Parte Communications:

- Councilor Fore stated he spoke with Mr. Daniel Reedy.
- Vice- Mayor Sundstrom met with Mr. Daniel Reedy and Staff at Town Hall.

The Town Clerk swore in four people.

Mr. Brian Cheguis, with iPlan and Design and representing the Applicant, gave a brief overview of the location and the approved on-street parking plan through Resolution 67-21. He also discussed the amendment request, Town Staff and Planning and Zoning Commission (PZC) recommendations, and the Applicant's modified condition of approval.

Mr. Peter Meyer, Senior Planner, explained the site plan amendment to delete condition 5 of Resolution 20-21 and the history regarding the property. He also reviewed PZC recommendations and ongoing parking issues at the property.

Councilor Delaney asked what the status was of the application.

Mr. Meyer stated an application was not submitted. He mentioned there were minor delays due to Brightline and Florida East Coast Railway (FEC) change of ownership.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Councilor Fore asked Staff if the owner of 105 Central Street was negotiating a deal on their own and still seeking 22 parking spaces. He also asked if there were any neighbor complaints regarding parking.

Mr. Meyer confirmed and stated he had not heard any recent complaints.

Councilor Delaney asked if the agreement that 105 Central Street had with FEC were for all parking spaces.

Mr. Meyer advised that 105 Central Street and the FEC did not have an agreement yet but were working towards one.

Councilor Delaney asked where would the applicant go if they needed more parking spaces.

Mr. Meyer explained that 105 Central Street would be in control and manage sharing the parking spots with the other owners.

Mr. John Sickler, Planning and Zoning Director, advised that the Planning and Zoning Commission noticed a public hearing and did not have any public comments at the meeting.

Mayor Kuretski stated based off last month's Staff report, Staff checked and there was parking in the FEC right of way.

Mr. Sickler stated that it appeared to be associated with the 105 Central Street business to the south end and then near Seminole it was more associated with Mr. Thomas Melhoren and the business that's parking and storing trailers in their parking lot. However, he noted it was being handled separately through the Code Compliance department.

Mayor Kuretski noted in the original approval he dissented his vote in the past and that had nothing to do with the parking, it was an agreement with bringing parking issues to a resolution.

Mayor Kuretski and Mr. Sickler discussed the ongoing parking concerns and impractical conditions.

Mayor Kuretski stated there was a shortage and no practical solution.

Mr. Sickler gave a brief overview of how complicated the situation was and provided potential solution.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Vice-Mayor Sundstrom asked for clarification regarding the 105 Center Street property and if there was any obligation or condition of approval to obligate them to build those spaces.

Mr. Sickler stated no.

Vice-Mayor Sundstrom asked what obligations exist in the terms of the 22 spaces, if any other property had the obligation and if the property has ever been built on. Mr. Sickler said no.

Mr. Sickler noted he would be paraphrasing, but explained that if all or nearly all the spaces were being used to full capacity and there were parking on other properties or rights-of-way, that would be considered inadequate parking. He said the Planning Director could request a parking evaluation study and recommendations from the Property Owner if it were observed on two separate occasions. He stated once it was completed then it would go in front of the Council to decide on.

Vice-Mayor Sundstrom asked if the Property Owner agreed and accepted the 22 spaces back in 2021, and if there had been any objection or discussions regarding the condition being placed on that approval.

Mr. Sickler stated no objection was placed at that time.

Vice-Mayor Sundstrom asked if the Property Owner raised any issues.

Mr. Sickler stated he had not.

Councilor May noted there was supposed to be an executed lease agreement between FEC and 105 Center Street for the 22 spaces. He stated 105 Center Street was going to lease the spaces to the Applicant.

Mr. Sickler said he did not know the details or side agreements.

Councilor May noted that in the minutes from when Resolution 67-21 was approved, it stated the 22 spaces that were approved were to be leased to Onshore Construction.

Mr. Sickler stated he did not recall specifically.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Councilor May asked if the Application was previously approved because of the lease agreement for the 22 parallel parking spaces.

Mr. Sickler said the approval of the 22 spaces was concurrent with the application to do the on-street parking spaces with the Owner of 105 Center Street. He noted there were various issues with the parking along the FEC. He felt that everyone knew there was a problem and they were working together to get it resolved.

Councilor Fore noted that he had previously spoken about the Planning Director's recommendation for an efficient parking clause on an existing structure and asked if there had ever been one on a proposed structure.

Mr. Sickler said there were applications that had indications of concerns based on the proposed uses and adequate parking. He noted in those cases, Applicants had secured offsite parking easements from adjacent neighboring properties. He stated there was a time when the Council felt parking would be problematic and requested a solution.

Councilor Fore said that was a unique situation due to there being no neighboring parking available.

Mr. Sickler stated even if various properties shared with each other it would relieve some of the strain due to the possibility of businesses peaking at different times.

Councilor Fore asked if the proposed structure would be compliant with parking and if the concern was with how it was portioned. He asked how many additional parking spaces were needed.

Mr. Sickler stated three spaces.

Mayor Kuretski said that the Council needed to be mindful that what was before them was regarding 954 Old Dixie Highway only. He asked Mr. Sickler to confirm, for the record, the information on the Application for the approval of Resolution 67-21 from the Staff Report.

Mr. Sickler noted that both companies had executed leases with FEC to allow parking on the east side of North Old Dixie without site plan approval by the Town. Onshore Construction executed a lease in 2007 and Christian Thomas executed a lease in 2013 which was still active for the areas north of Seminole Avenue.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Mayor Kuretski noted what happened at the time was that joint applications had come in. He then asked Mr. Sickler to state the background information regarding the approval of Resolution 20-21 for Onshore Construction.

Mr. Sickler noted a concurrent site plan application has been submitted by the property owner of 105 Center Street to construct 22 on-street parking spaces on FEC property located on the east side of Old Dixie between Center Street and Florida Avenue. The statement of use indicates that a portion of the on-street parking would be sub-leased to Onshore Construction.

Mayor Kuretski asked Mr. Sickler to read page C of Resolution 20-21 section 4.

Mr. Sickler stated the conditions of approval herein shall apply to the Owner, Applicant, and their successors and assigns.

Mayor Kuretski said, although it was a mess, Council did what the Resolution stated. He noted the commitments there were made by various parties and the acceptance of the conditions of approval. He felt it was not a practical solution to look the other way.

Councilor Fore felt the Town was telling the Owner they could not build on the property. He said it seemed to be unique and made it unfair to the practical application. He believed it would be fair to allow the construction but make it very clear that if a problem developed then they would need to secure the additional three spaces. He noted the Town could not prohibit parking on the FEC property as they are not the owners.

Mayor Kuretski asked if the Applicant wanted to provide a rebuttal to the Council prior to voting.

Mr. Cheguis stated the Applicant knew what they had agreed to in 2021, and they came together with the other applicants to resolve the problem. He said it was now in the hands of 105 Center Street to build the parking spaces. He noted there was not a parking problem today and there would not be one in the future once the parking was constructed. Mr. Cheguis said if there needed to be a condition, then it needed to sunset once the parking was completed. He asked for the Council to strike or modify the condition.

Vice-Mayor Sundstrom stated she was on the Planning and Zoning Commission when this was approved. She noted she would not have approved had the parking not been built. She said although nothing had occurred at the property regarding adequate parking, there was a history of the Owner not having adequate parking at another property just south of that one. She believed it was a problem for public safety and for the environment.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Vice-Mayor Sundstrom felt it was unfair to tie hands to 105 Center Street as there was no obligation for them to do anything. She thought she might want a modified condition for the three spaces but she was open and did not want to let it go. She felt if there was inadequate parking then there needed to be a resolution for the area and believed the condition should not be removed.

Mayor Kuretski felt the Applicant had made an obligation and there was a parking issue. He noted when you had individual lots then you did not have shared parking. He asked the Mr. Baird for guidance.

Mr. Baird believed that the condition had been modified to apply, as the Applicant can choose to modify the site plan and come up with a solution. He noted they had not built anything yet and cannot build anything until they address this condition. He said one way to eliminate the condition would be to build less than full square footage of the property, to create additional parking on the site.

Vice-Mayor Sundstrom had concerns with the Applicant not meeting the Code requirements for parking and struggled with it being hypothetical.

Mayor Kuretski noted the Applicant was asking Council to change a condition where an obligation was made which influenced people to support the project.

Mr. Baird said a denial only goes to modify the condition, and they can choose to address it how they feel was appropriate.

Councilor Fore believed it would benefit the property if they could secure three spaces across the street.

Councilor Delaney said they approved a two-story office building with additional spaces. He stated removing them would diminish the input of the neighbors in the area. He was not willing to make this a reactive Code Enforcement situation. He noted he was not willing to remove the extra spaces as there was a potential for there to be a problem down the road.

Mayor Kuretski said he supported denying, it would send a message to the Owner. He noted the Owner owns three properties and had agreed to the conditions. He felt the Owner should go back with the Owner of 105 Center Street and reconstruct the agreements that they previously had and come back. He said if they came back with the spaces, he would take it into consideration.

Councilor May said the original Staff Report stated if the concurrent application to construct the off-site parking lot by the owner of 105 Center Street did not get approved and constructed, the property owner, Onshore Construction, could submit a site plan application to construct a smaller parking lot on the portion of land east of their properties, since they already have a lease from FEC.

REGULAR AGENDA

PUBLIC HEARING

11. 954 Old Dixie Highway

Councilor May stated another permanent option under their control would be to construct a parking lot instead of an office building on the subject property at 954 North Old Dixie. Councilor May found it interesting that nothing was built yet and they could modify it to meet the Code. He noted he could not support modifying the condition.

Councilor Delaney believed the Applicant was asking for a lot when they had more options.

Councilor Delaney moved to not deny 954 Old Dixie Highway, Site Plan Amendment to delete a condition of approval associated with offsite parking; seconded by Councilor May; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
No

May
Yes

REPORTS

TOWN ATTORNEY

- Lawsuit with the Political Committee (PC) – Mr. Baird stated an order was entered in favor of the Town for the Political Committee to produce a 64-page document that they were withholding. He stated another hearing was in favor of the Town regarding a request to produce documents from the County Fire Union. A third order was due to produce documents previously requested that were being withheld and the Town asked to enlarge the time to extend discovery in order to obtain the documents and review them to determine whether they were relevant for the motion for summary judgement.

Mr. Baird also stated the PC filed a motion to dispense with mediation and the Court denied the motion and ordered the parties to mediate by June 28th. He mentioned the Political Committee was pushing for a quick hearing to be able to get a ballot question quickly.

Councilor Fore asked when the motion for summary judgment had to be filed.

Mr. Baird stated July 2nd and the PC had already filed their motion for summary judgement and the Town was not required to respond until 40 days after the motion was filed. He added that the Political Committee's Lawyer argued that the documents from the Union and the PC were protected by Attorney-Client privileges saying that the Union was an agent of the PC, linking the two entities together through an agency relationship.

REPORTS

TOWN MANAGER

- Fiscal Year 2024-2025 State Budget – Ms. Moretto mentioned the Town’s lobbying firm Greenberg Traurig, stated the State budget for fiscal year 2024-2025 included \$2.4 million for the Town’s Western Indiantown Road project, included in the Town’s Community Investment Program (CIP). Staff would work with FDOT to prepare the necessary documents and agreements, anticipating the work would start around August.
- Eastview Manor Playground - Ms. Moretto mentioned the project was nearing completion and expected an opening date in July.
- Jupiter Police department (JPD) Call of the Year, Palm Beach North Chamber of Commerce Award - Ms. Moretto recognized Officer Kevin Sales-Lopez and Officer Christian Wyatt who were honored with the “Call of the Year” award by the Palm Beach North Chamber of Commerce. The two Officers conducted a quick assessment of a call that resulted in prevention of two potential school shootings.
- Town Manager’s Merit Award - Ms. Moretto recognized Jack Huynh, Network Specialist, and King Wekenmann, Administrative Specialist III, who’s efforts identified and eliminated unused phone lines within the Town’s operations, achieving cost savings of over \$158,000 annually. Kirsten Ofiara, Accounts Payable and Payroll Coordinator, was honored for her efforts to diligently budget and manage the purchasing operations for Town Hall construction project.
- Juneteenth - Ms. Moretto stated the Town Hall would be closed tomorrow for the recognition of Juneteenth.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS **COUNCILOR FORE**

- Monetary Gifts – Councilor Fore suggested giving monetary gifts to incentivized employees to look for cost savings.

MAYOR KURETSKI

- Quasi-Judicial Proceedings – Mayor Kuretski asked if the Town Attorney could resend a memo regarding the order or quasi-judicial proceedings.
- Citizen Comment Time Limit – Mayor Kuretski stated he tended to be lenient on residents going over time but thought that it was being abused and asked for the Town Clerk to assist with monitoring the speaking time. He also mentioned making sure residents are speaking under the correct agenda item.
- \$2.4 million Western Indiantown Road project – Mayor Kuretski mentioned doing an analysis on how the project stayed within the State budget so the same thing can be done for next year. He also asked for the scope of the project to be added to the weekly report. He explained he wanted to understand what was approved specifically in the budget.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- Fire Stations – Mayor Kuretski mentioned Palm Beach County Fire Rescue stated they would keep the county fire station opening to assist with 10 percent of the calls. He mentioned the Town had hoped the County would work something out in order to not have two stations across the street from each other.

VICE-MAYOR SUNDSTROM

- \$2.4 million Western Indiantown Road project – Vice-Mayor Sundstrom stated she appreciated the representatives who assisted. She suggested them present in front of Council if they wanted to come.
- Town Manager Evaluation - Vice-Mayor Sundstrom addressed the Town Manager's annual performance evaluation, as the evaluation period concluded on June 1st.

Mayor Kuretski thanked Vice-Mayor Sundstrom for the reminder and stated Council was obligated to meet with the Town Manager individually to give him feedback.

Vice-Mayor Sundstrom stated the contract gave parameters or suggestions on topics that should be measured.

COUNCILOR MAY

- Palm Beach County Commissioner Maria Marino – Councilor May congratulated Commissioner Marino who was re-elected unopposed.
- Hurricane Season – Councilor May reminded everyone that as of June 1st it was hurricane season and to make sure your hurricane supplies were up to date.

ADJOURNMENT - 9:25 P.M.

Laura Cahill, Town Clerk



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL WORKSHOP
TOWN COUNCIL CHAMBERS
THURSDAY, JUNE 20, 2024**

Mayor Kuretski called the meeting to order at 6:00 P.M.

ROLL CALL: Vice-Mayor Malise Sundstrom; Councilor Andy Fore; Councilor Cameron May; Acting Town Manager Kate Moretto; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Mayor Jim Kuretski and Councilor Ron Delaney were absent.

1. Discussion of the Proposed Operating Budget for Fiscal Year 2025.

Mr. Scott Reynolds, Director of Finance, highlighted items considered during this year's budget development. He gave an overview of the budget revenue assumptions which included a proposed flat millage rate of 2.3894; town-wide valuation increase; net increase and distribution of Ad Valorem taxes; water and stormwater fund; and an increase in permit revenue.

Mr. Reynolds reviewed the Ad Valorem revenue assumptions; general fund revenue forecast; healthcare cost assumptions; new positions requested; and salary increase assumptions.

Mr. Reynolds continued the presentation highlighting the general fund expenditures and explained how the Jupiter Fire Rescue Department (JFRD) was segregated out to allow the residents and Council to track how the Town was spending money for JFRD. Mr. Reynolds finished the presentation going over water fund, stormwater fund, the Jupiter non-ad valorem assessment fund, building fund, health insurance fund, and items to consider.

Linda McDermott, resident of Chadwick Drive, noted her concerns for the fire fund regarding EMS and asked why the millage rate did not go down if the Town had such high reserves.

Constance Holmes, resident of 205 3rd Street, requested the Town and Council to not raise the water and stormwater rates three and seven percent because it affected all residents.

1. Discussion of the Proposed Operating Budget for Fiscal Year 2025.

Councilor Fore asked finance what the three and seven percent translated to in dollars.

Ms. Dawn Clark, Assistant Finance Director, explained the stormwater fee would increase 49 cents per month and the Water fee would increase by one dollar and 31 cents per month.

Mr. Reynolds stated if Council wanted to do an Ad Valorem assessment, then that assessment could only be used for Fire and could not be used for EMS. He noted the Town had Fire and EMS separated in the budget book for divisional detail. He said when the Town did the Ad Valorem study next year, Staff would be able to capture the costs for the consultant. He said the study would be very detailed and take numerous months and noted once it was completed, they would have the ability to filter to an individual property to determine how much that property would be charged. He stated the Request for Proposal (RFP) would be the first of the fiscal year.

Councilor Fore asked how the millage rate compared to other municipalities.

Mr. Reynolds said the millage rate was very low compared to other jurisdictions and once the Town had it's own Fire department it would increase. He said currently the Town was not considering the Municipal Service Taxing Unit (MSTU), which was another 1.65 mills.

Councilor Fore asked Mr. Reynolds to explain that it was good for the Town that most of the balances were based on property values rather than the permits.

Mr. Reynolds said every jurisdiction was different. He stated looking at the increases in property values, the Property Appraiser would split them between the actual increases in the value and new construction. He noted, because Jupiter was essentially built out, those values were low, less than one percent over the last two years.

Councilor Fore noted it did not appear that the Town had a large number of commercial properties.

Mr. Reynolds stated the Town had an 80/20 split, predominately residential.

Mr. Reynolds discussed the Town's reserves; maintaining a low millage rate; and paying off debt quickly. He stated the Town built the new Town Hall and the Police Department with no debt.

Councilor Fore asked Mr. Reynolds if commercial paper was like an equity loan where you would only pay interest on what you use.

1. Discussion of the Proposed Operating Budget for Fiscal Year 2025.

Mr. Reynolds stated that was correct.

Councilor Fore asked if the rates were good.

Mr. Reynolds explained the rate the Town was looking at was 4.4 percent.

Councilor Fore thanked Staff.

Councilor May requested additional time for the August meeting to allow the Mayor Kuretski and Councilor Delaney time to make their comments.

Vice-Mayor Sundstrom asked for the sources of revenue for the general fund.

Mr. Reynolds explained the revenue manual and noted primary sources were Ad Valorem dollars, sales tax, state shared revenue, interest earnings, some restricted revenue streams, utility tax, franchise fees, and allocations from the enterprise fund.

Vice-Mayor Sundstrom asked if Mr. Reynolds could explain the water fund.

Mr. Reynolds explained the water enterprise fund was a business enterprise which had to stand on its own. He stated it could not utilize tax dollars to operate and make improvements.

Vice-Mayor Sundstrom and Mr. Reynolds discussed general revenues, hurricane cost excess, and Truth in Millage (TRIM).

Councilor Fore stated he liked the idea of a premium holiday for employees.

Councilor May asked to see what the difference would be for a six percent salary increase for employees instead of five percent.

Vice-Mayor Sundstrom shared the history of the budget including reserves and balances, storm cost increases, supply chain issues, tax rate and Municipal Service Taxing Unit (MSTU). She also mentioned the Town did not index for water rates for a number of years and when inflation took off the Town needed to start indexing again. She stated keeping a flat millage rate made sense and agreed with the 85/15 ad valorem distribution and with the suggested employee health insurance and Health Savings Account (HSA). She added she thought the Town should keep the three percent utility rate index.

Mr. Reynolds stated they looked into the compounding affects and the Consultant felt comfortable with the three percent rate index.

Vice-Mayor Sundstrom mentioned looking into a salary increase for Executive Staff and Town Manager. She stated she was grateful for all of Staff's efforts.

1. Discussion of the Proposed Operating Budget for Fiscal Year 2025.

Councilor Fore stated a six percent salary increase would essentially be a pay cut. He also added since the Water and Stormwater funds were not able to use funds from other sources it made sense to index at the three and seven percent to provide a little cushion.

ADJOURNMENT – 7:01 P.M.

TOWN OF JUPITER
Future Land Use Map Amendment For Cinquez Park



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Ordinance 17-24, Second Reading, Cinquez Park Future Land Use Map (FLUM) Amendment</u> – Application to change the Future Land Use Designation from Recreation to Public / Institutional for 3.0 acres at the southwest corner of the property at 2183 W Indiantown Road.

EXECUTIVE SUMMARY

Adoption of a Future Land Use Map Amendment to change the Future Land Use of a 3.0± acre portion of a 13.1 acre Town Owned property from Recreation to Public / Institutional.

ANALYSIS

In 2008, the Town acquired the 13.1 acre property that is currently the site of Cinquez Park. Ten acres were purchased using Open Space bond funds and three acres were purchased using the General Fund which allowed for the option in the future to develop more active uses on the three acres. In 2014, the subject property was approved with a passive park (restored native open space, playground, dog park, and future food retail use (coffee/donut shop without drive thru). In 2016, as part of the Town's Evaluation and Appraisal Report, the Future Land Use Map was amended from Commercial and High Density Residential to Recreation.

The property is 13.1± acres in total. A 3.0 acre portion of the property at the southwest corner is proposed to be used for the west Jupiter Fire Station. The current zoning on the property is Public Institutional (PI), which allows for "*Emergency and public safety service facilities, including ambulatory, police and fire stations*" as a special exception use. In order to provide consistency between the zoning and the future land use, the existing future land use designation of Recreation is proposed to be changed to Public / Institutional to accommodate the proposed fire station.

Pursuant to Policy 1.3.17 of the Future Land Use Element of the Comprehensive Plan, fire stations are to be located within one mile of high value areas such as commercial centers, industrial parks or high density residential areas; within two miles of residential area served; and facilities should have direct access via an arterial roadway. The location of the subject property meets the above criteria.

It is important to note, pursuant to Policy 1.3.18(a) of the Future Land Use Elements of the Comprehensive Plan, "*An affirmative vote of four members of the Town Council is required to change the Future Land Use designation of properties having a future land use designation of Recreation.*"

The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form.

PLANNING AND ZONING RECOMMENDATION:

At their June 11, 2024 meeting, the Planning and Zoning Commission voted (4-3) to recommend approval of the subject FLUM amendment application with Commissioners Thompson, Vinson, and Keenan dissenting.

TOWN COUNCIL 1ST READING

At their June 18, 2024 meeting, the Town Council voted by a 4-1 vote (with Councilor May dissenting) to approve the subject FLUM amendment application with no modifications.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Ordinance No. 17-24
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

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

ORDINANCE NO. 17-24

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; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE DESIGNATION AND THE FUTURE LAND USE MAP FOR A PROPERTY OF APPROXIMATELY 3.0 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF INDIANTOWN ROAD AND CARVER AVENUE, FROM RECREATION TO PUBLIC / INSTITUTIONAL; 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, The Town of Jupiter ("the Owner") owns approximately 13.1 +/- acres of property located at 2183 West Indiantown Road (the Subject Property) of which it proposes to amend the future land use designation of 3.0 acres; and,

WHEREAS, the Subject Property is located on the northeast corner of the intersection of Indiantown Road and Carver Avenue as show in Exhibit "B"; and,

1 **WHEREAS**, the Town's Planning & Zoning Department (the Department) has
2 recommended to the Local Planning Agency that it recommend an amendment to the
3 Comprehensive Plan to change the Future Land Use designation and the Future Land Use Map
4 of the Subject Property from its current designation of "Recreation" to "Public / Institutional"; and

5 **WHEREAS**, the Town's Local Planning Agency (the "LPA") has conducted a public
6 hearing as required by Fla. Stat. § 163.3174(4)(a), to consider the recommendation to amend the
7 future land use designation of the Subject Property from a future land use of Recreation to the
8 future land use of Public / Institutional (the Amendment); and

9 **WHEREAS**, the Town Council has conducted a public hearing to consider the
10 recommendations of the Department and the LPA regarding the transmittal of the Amendment in
11 accordance with Fla. Stat. § 163.3184(11);

12 **WHEREAS**, after conducting public hearings and considering public comments the Town
13 Council voted to transmit the Amendment in accordance with Fla. Stat. § 163.3184(3)(b)1, to the
14 Florida Department of Commerce and appropriate reviewing agencies for their respective
15 reviews.

16 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF**
17 **JUPITER, FLORIDA:**

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

20 **Section 2.** Ordinance No. 57-89 of the Town of Jupiter, entitled "Comprehensive Plan
21 of the Town of Jupiter", is hereby amended to change the future land use designation of
22 approximately 3.0 acres of the Subject Property from "Recreation" to "Public / Institutional", as
23 shown in **Figure "1"**.

Section 3. The Town Clerk is hereby directed to transmit the required copies of the Amendment to the Florida Department of Commerce and all other parties as required by Fla. Stat. §163.3184(3)(c)2.

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 parts 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

#5573324 v1 26503-00001

LEGAL DESCRIPTION:

A PORTION OF LOTS 24 THROUGH 31 AND 108 THROUGH 113, OF THE PLAT OF CINQUEZ PARK 2ND ADDITION, AS RECORDED IN PLAT BOOK 21, AT PAGE 20, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND SITUATE IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (ALSO KNOWN AS INDIANTOWN ROAD), BEING A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93190-2505, AND THE EASTERLY RIGHT-OF-WAY LINE OF CARVER AVENUE, BEING A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY AND RECORDED ON SAID PLAT OF CINQUEZ PARK 2ND ADDITION; THENCE NORTH 00°46'09" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID CARVER AVENUE, FOR A DISTANCE OF 348.56 FEET; THENCE SOUTH 89°13'51" EAST, FOR A DISTANCE OF 350.00 FEET; THENCE SOUTH 00°46'09" WEST, FOR A DISTANCE OF 369.58 FEET TO A POINT ON THE SOUTHERLY LINE OF LOTS 109 THROUGH 112 OF SAID PLAT OF CINQUEZ PARK 2ND ADDITION; THENCE SOUTH 88°52'39" WEST, ALONG SAID SOUTHERLY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706, FOR A DISTANCE OF 190.21 FEET; THENCE SOUTH 88°04'39" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 50.58 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL BEARING OF SOUTH 04°50'23" WEST, A RADIUS OF 2,924.93 FEET, AND A CENTRAL ANGLE OF 01°43'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, FOR AN ARC LENGTH OF 87.65 FEET; THENCE NORTH 40°40'27" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 33.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 130,661.0 SQUARE FEET OR 3.000 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF CARVER AVENUE, AS RECORDED IN PLAT BOOK 21, AT PAGE 20, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N00°46'09"E.

LEGEND:

- ORB. = OFFICIAL RECORD BOOK
- PG. = PAGE
- PB = PLAT BOOK
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

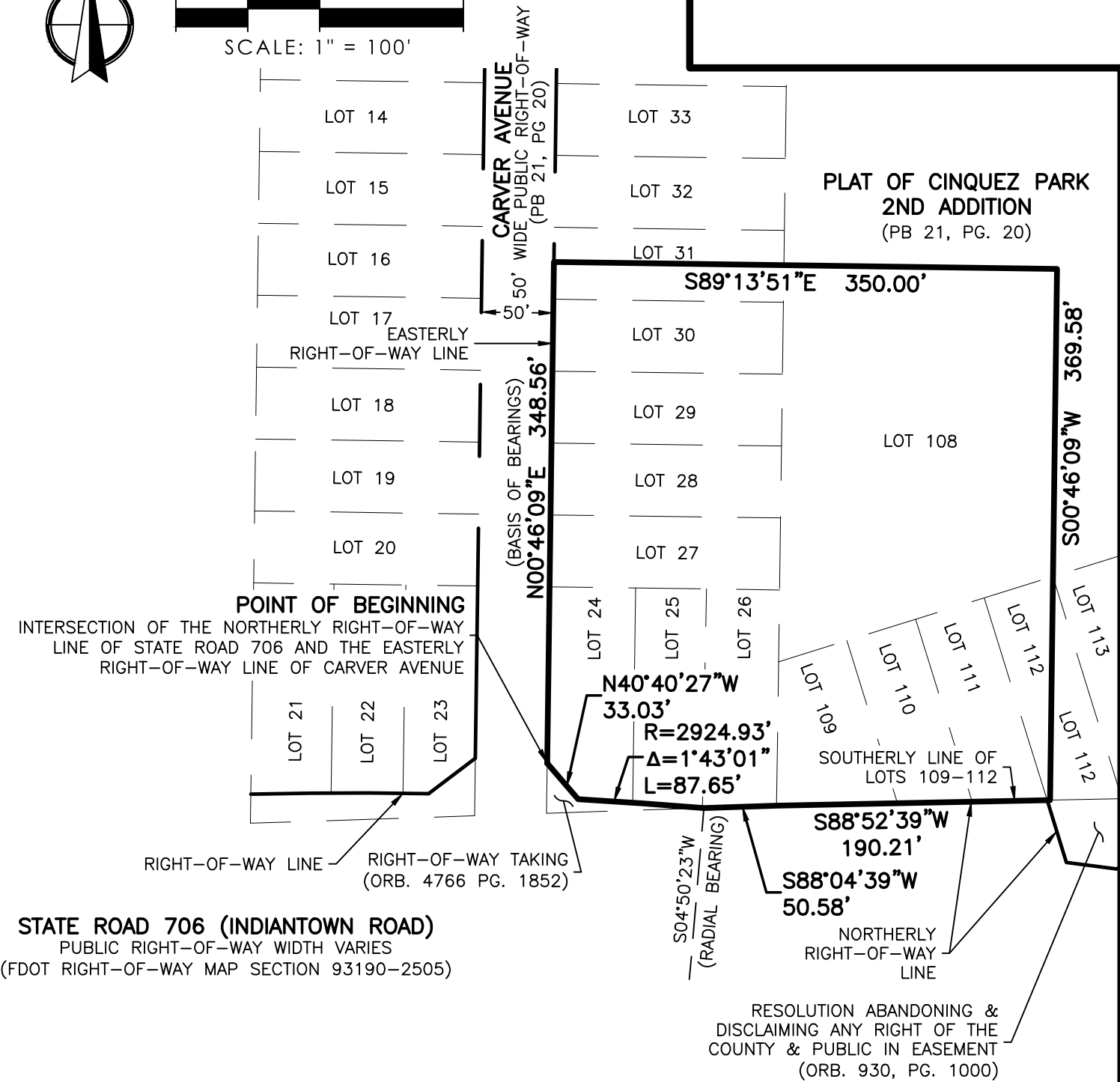
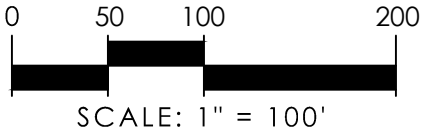
BY: _____ DATE: _____
ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: CINQUEZ PARK		TASK: LEGAL DESCRIPTION	
PREPARED BY:  2035 VISTA PARKWAY WEST PALM BEACH, FL 33411		CAD 220048-SV-3 AC S&D.DWG	
		DRAWN/DESIGNED AS	SHEET: 1 of 2
		CHECKED/QC ERM	
		JOB NO. 2200.48	
		DATE 06/10/24	

Alex Landry P:\2200\2200.48 Cinquez Park Survey\SURVEY\Drawings\SURVEY\220048-SV-3 AC S&D.DWG ----- Plotted: 6/10/2024 4:48:32 PM Saved: 6/10/2024 4:45:37 PM

Alex Landry P:\2200\2200.48 Cinquez Park Survey\Drawings\Survey\220048-SV-3 AC S&D.dwg ----- Plotted: 6/10/2024 4:48:33 PM Saved: 6/10/2024 4:45:37 PM



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: CINQUEZ PARK		TASK: SKETCH	
PREPARED BY:  PHONE NO. 561.687.2220 CERT NO. 33574 LB NO. 7055 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	CAD 220048-SV-3 AC S&D.DWG		SHEET: 2 of 2
	DRAWN/DESIGNED AS		
	CHECKED/QC ERM		
	JOB NO. 2200.48		
	DATE 06/10/24		

Location Map
Town of Jupiter
Future Land Use Map Amendment

Exhibit B

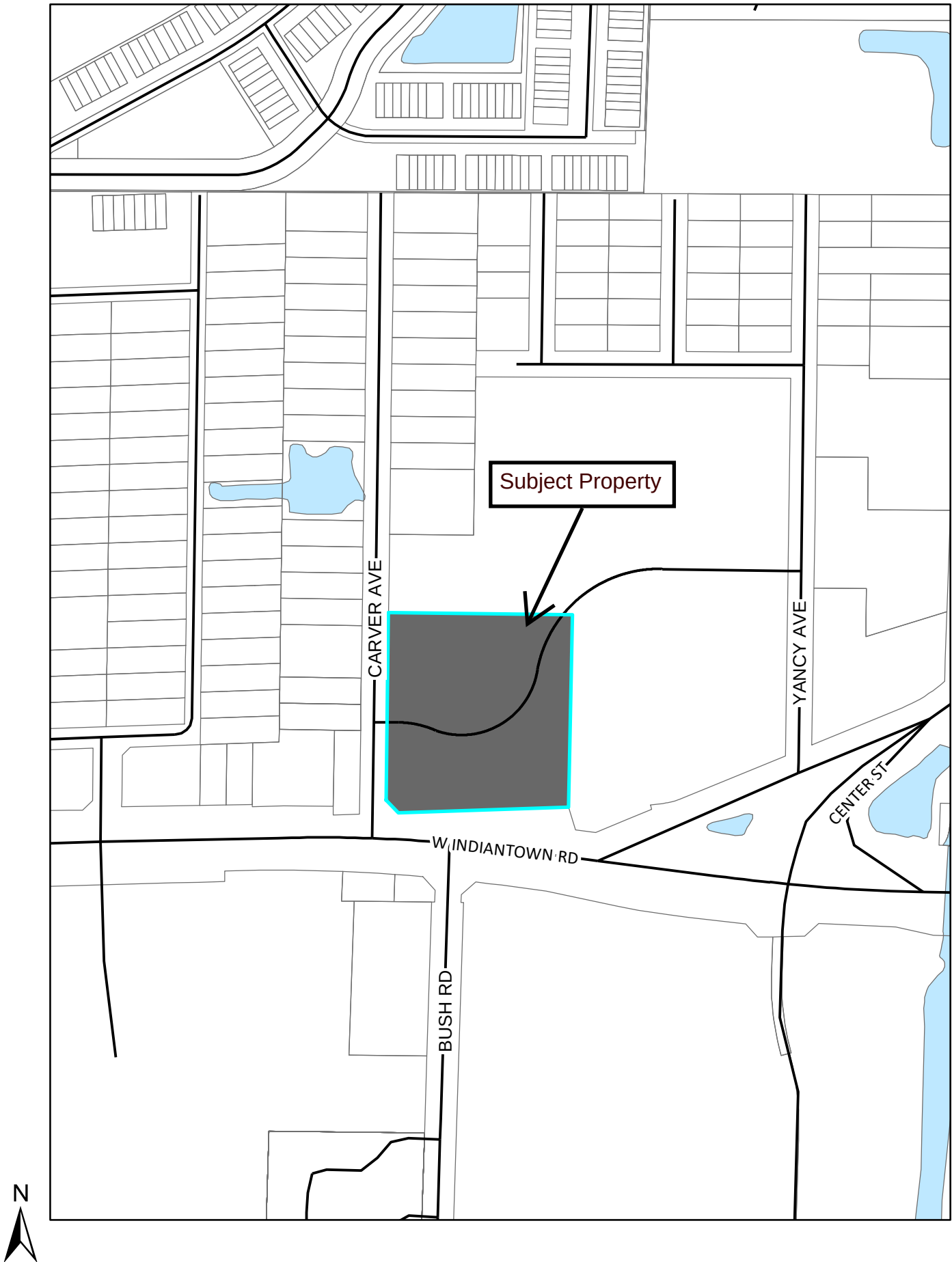
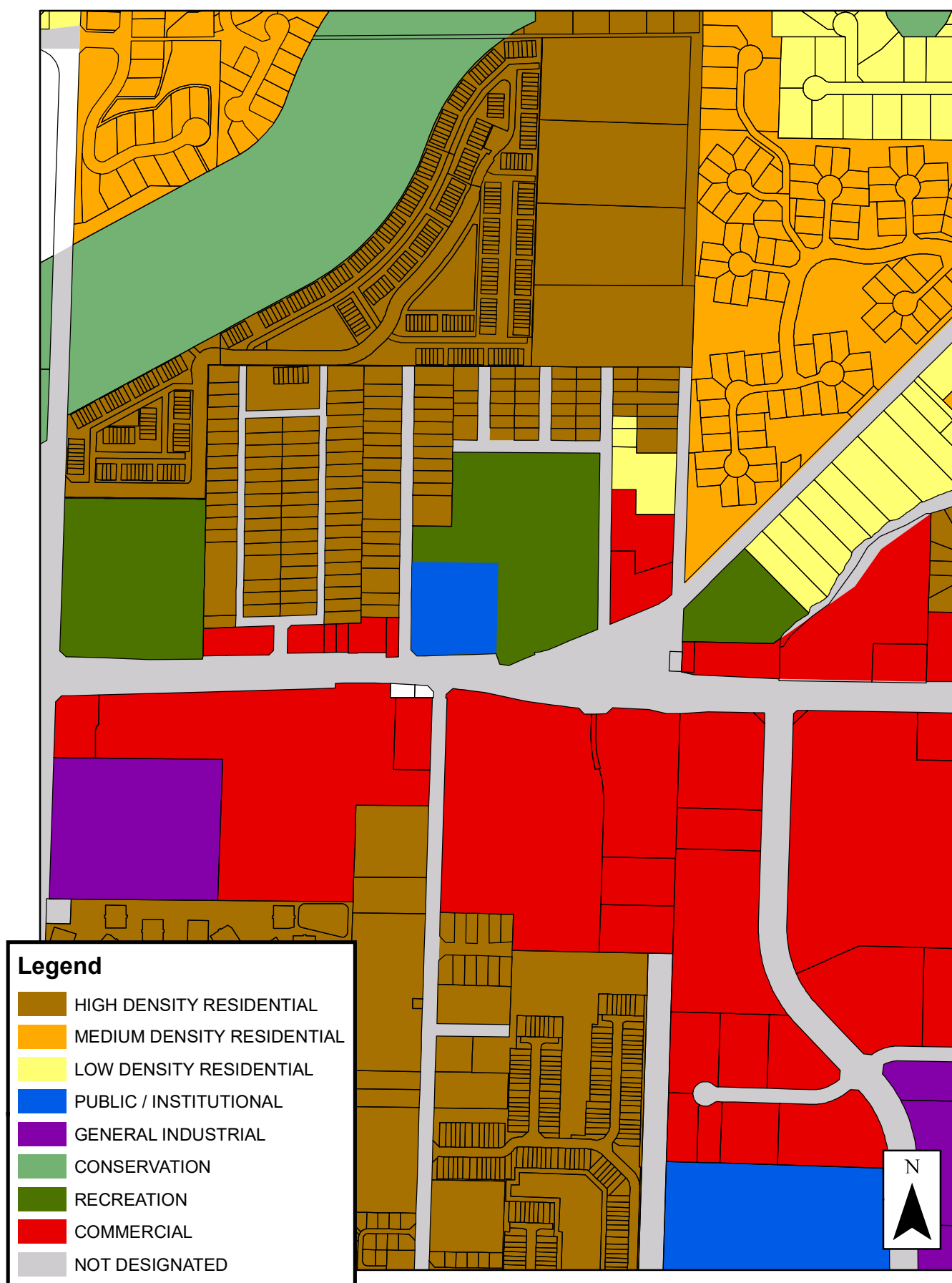


Figure 1 - New Future Land Use Map



**TOWN OF JUPITER STAFF REPORT FOR FUTURE LAND USE MAP
AMENDMENT FOR CINQUEZ PARK
TOWN MANAGER'S OFFICE**



DATE: July 16, 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: **Cinquez Park Future Land Use Map (FLUM) Amendment** – Application to change the Future Land Use Designation from Recreation to Public / Institutional for 3.0 acres at the southwest corner of the property at 2183 W Indiantown Road.

Ordinance #17-24	LPA/P&Z Commission:	06/11/24
PZ 24-6052	Town Council:	06/18/24 (1 st reading)
G. Watson	Town Council:	07/16/24 (2 nd reading)

Project Information

<i>Applicant:</i>	Town of Jupiter
<i>Property Owner:</i>	Town of Jupiter
<i>Location:</i>	Located on the northeast corner of Indiantown Road and Carver Avenue (see Attachment A - Location Map)
<i>Acreage:</i>	3.0 acres
<i>PCN Number:</i>	30424103060000240
<i>Existing FLUM designation:</i>	Recreation
<i>Proposed FLUM designation:</i>	Public / Institutional for 3.0 acres at the southwest corner of the property
<i>Existing use of property:</i>	Restored native open space (north), dog park (southeast) with future development area approved for a playground and food retail use (southwest)
<i>Existing Zoning:</i>	Public Institutional (PI)

Town Council 1st Reading

At their June 18, 2024 meeting, the Town Council voted by a 4-1 vote (with Councilor May dissenting) to approve the subject FLUM amendment application with no modifications.

Planning and Zoning Commission Recommendation

At their June 11, 2024 meeting, the Planning and Zoning Commission voted (4-3) to recommend approval of the subject FLUM amendment application with Commissioners Thompson, Vinson, and Keenan dissenting.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed changes to the FLUM for 3.0 acres (located as shown on Location Map, Attachment A) from the existing future land use designation of Recreation to Public / Institutional **consistent** with the goals, objectives, and policies of the Comprehensive Plan.

Table 1. Surrounding land uses and designations for the 3.0 acre southwest corner

Location Map – Attachment A		
Location	Existing Land Uses	Future Land Use Designations/ Zoning Districts
North	Recreation (Cinquez Park)	Recreation / Public Institutional (PI)
South	Commercial (Walmart) and Vacant land (Billboard in unincorporated Palm Beach County)	Commercial / Indiantown Road Overlay Zone (IOZ), Center Street/Maplewood Drive District with an underlying C-2, Commercial, General zoning district (Billboard site per PBC extra-jurisdictional agreement)
East	Recreation (Cinquez Park)	Recreation / Public Institutional (PI)
West	Commercial (Jupiter Eye Care) and Residential (Cinquez Park Neighborhood)	Commercial / Indiantown Road Overlay Zone (IOZ), Central Boulevard District with an underlying C-2, Commercial, General zoning district, and Residential/Residential, Compact Single-Family (R-1A)

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 designation is shown on the proposed Future Land Use Map (Attachment D). For clarity, the property is outlined in blue on Attachments B and D related to the proposed Future Land Use amendment.

Background

Date	Description
2002	A 134,623 square foot Target store was proposed on the site; however, the project was never approved.
2007	A 12,900 sf commercial retail building and a 3,820 sf bank building with a remote drive-thru teller to be known as Oak Point Plaza was proposed on 2.9 acres of the overall site (including the corner of Indiantown Road and Carver Avenue).
2008	The Town of Jupiter acquired 13.1 acres located north of Indiantown Road and Center Street and south of Tuscaloosa Street, between Yancy Avenue and Carver Avenue. Ten acres were purchased using Open Space bond funds and three acres were purchased using the General Fund.
10/2014	Site plan and special exception approval for a passive park, playground, dog park, and future food retail use (coffee/donut shop without drive thru)
2016	Future Land Use Map amended as part of the Evaluation and Appraisal Review from Commercial and High Density Residential to Recreation

The property is 13.1± acres in total. A 3.0 acre portion of the property at the southwest corner is proposed to be used for the west Jupiter Fire Station. The current zoning on the property is

Public Institutional (PI), which allows for “*Emergency and public safety service facilities, including ambulatory, police and fire stations*” as a special exception use. In order to provide consistency between the zoning and the future land use, the existing future land use designation of Recreation is proposed to be changed to Public / Institutional to accommodate the proposed fire station.

Concurrent Special Exception and Site Plan applications are under review for the proposed fire station.

Analysis.

A. Future Land Use Map Amendment Request

The FLUM amendment application request is to change from Recreation to Public / Institutional on the 3.0 acre subject property.

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 map amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan (see Attachment E for the Policy language). Pursuant to Policy 1.3.17 of the Future Land Use Element of the Comprehensive Plan, fire stations are to be located within one mile of high value areas such as commercial centers, industrial parks or high density residential areas; within two miles of residential area served; and facilities should have direct access via an arterial roadway. The location of the subject property meets the above criteria.

- 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 consistent with the surrounding properties. The Public / Institutional Future Land Use designation is intended to be placed throughout the community as it encompasses uses that serve commercial, industrial, and residential uses. Those uses include schools; government buildings, facilities and operations; fire and emergency rescue operations centers; police stations; cemeteries; civic centers; religious institutions; and accessory residential apartments for employees.

- 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 not create an isolated land use that is unrelated to the adjacent designations as the Public / Institutional Future Land Use designation is intended to meet the needs of other land uses by providing essential Town services. The current zoning on the property is Public Institutional (PI), which allows for “Emergency and public safety service facilities, including ambulatory, police and fire stations” as a special exception use.

- 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 subject application is necessary in order to provide consistency between the existing zoning and the future land use to accommodate the proposed fire station to ensure that the public safety and service needs for fire service are met after the termination of Palm Beach County Fire Rescue's service contract.

It is important to note, pursuant to Policy 1.3.18(a) of the Future Land Use Elements of the Comprehensive Plan, *"An affirmative vote of four members of the Town Council is required to change the Future Land Use designation of properties having a future land use designation of Recreation."*

Population impacts. The proposed land use change will not have an impact on the population as neither the existing or proposed Future Land Use Designation include a residential component with density.

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. With regard to the proposed Future Land Use designation, staff utilized the projected intensity standards of the proposed fire station to calculate the Average Daily Traffic (ADT), AM Peak, and PM Peak Hour trips.

- The existing Future Land Use designation of Recreation for three acres, when accounting for the park use and a proportional amount of coffee shop that was assumed when the land use was assigned, generates 229 ADT;
- The proposed fire station is estimated to produce 67 ADT, 6 AM, and 6 PM peak hour trips. This is a reduction of 162 ADT; and,
- The traffic analysis was reviewed by the Town's Traffic Engineer with no comments.

Environmental impacts. There are no environmental impacts to the subject three acre property. Approximately three-quarters of the overall 13.1 acre property was developed in 2014 with a passive park, a dog park and natural area. Upland and wetland preserve areas exist in the northeast quadrant of the 13.1 acre property and include Pine Flatwoods, and restored Cypress wetlands. The subject three acres at the intersection of Carver Road and Indiantown Road includes an existing gazebo, relocated Sabal Palms and some newly planted Slash Pines. An existing large specimen ficus tree is located on the three acre property, which is proposed to be preserved as part of the concurrent site plan application. Through the site planning process, careful attention is being taken to site the facility to minimize impacts to the existing site and trees. Further details will be provided with the Special Exception and Site Plan applications.

Infrastructure. The proposed amendment is consistent with the Infrastructure Element of the Comprehensive Plan. Consistency with Policy 1.4.4 is further outlined in Attachment F.

If the FLUM amendment is adopted, the data and analysis supporting the FLUM amendment will be included in the transmittal package sent to the Florida Department of Commerce after the adoption of the amendments in accordance with F.S. 163.3187.

Conclusions.

The proposed FLUM amendments, based on existing and future uses are consistent with the Comprehensive Plan and surrounding properties, for the following reasons:

1. The proposed Public / Institutional Future Land Use Designation is appropriate for the property to be consistent with the existing zoning of PI and the proposed development of a fire station to enhance public safety;

2. Public recreational facilities and sites are permitted in the Public / Institutional Future Land Use Designation.
3. The proposed Future Land Use Designation will not impact the site environmentally or recreationally;
4. The proposed change will have no negative impacts on public facilities and services;
5. The proposed land use changes for the subject properties will result in a decrease in potential Average Daily Trips.

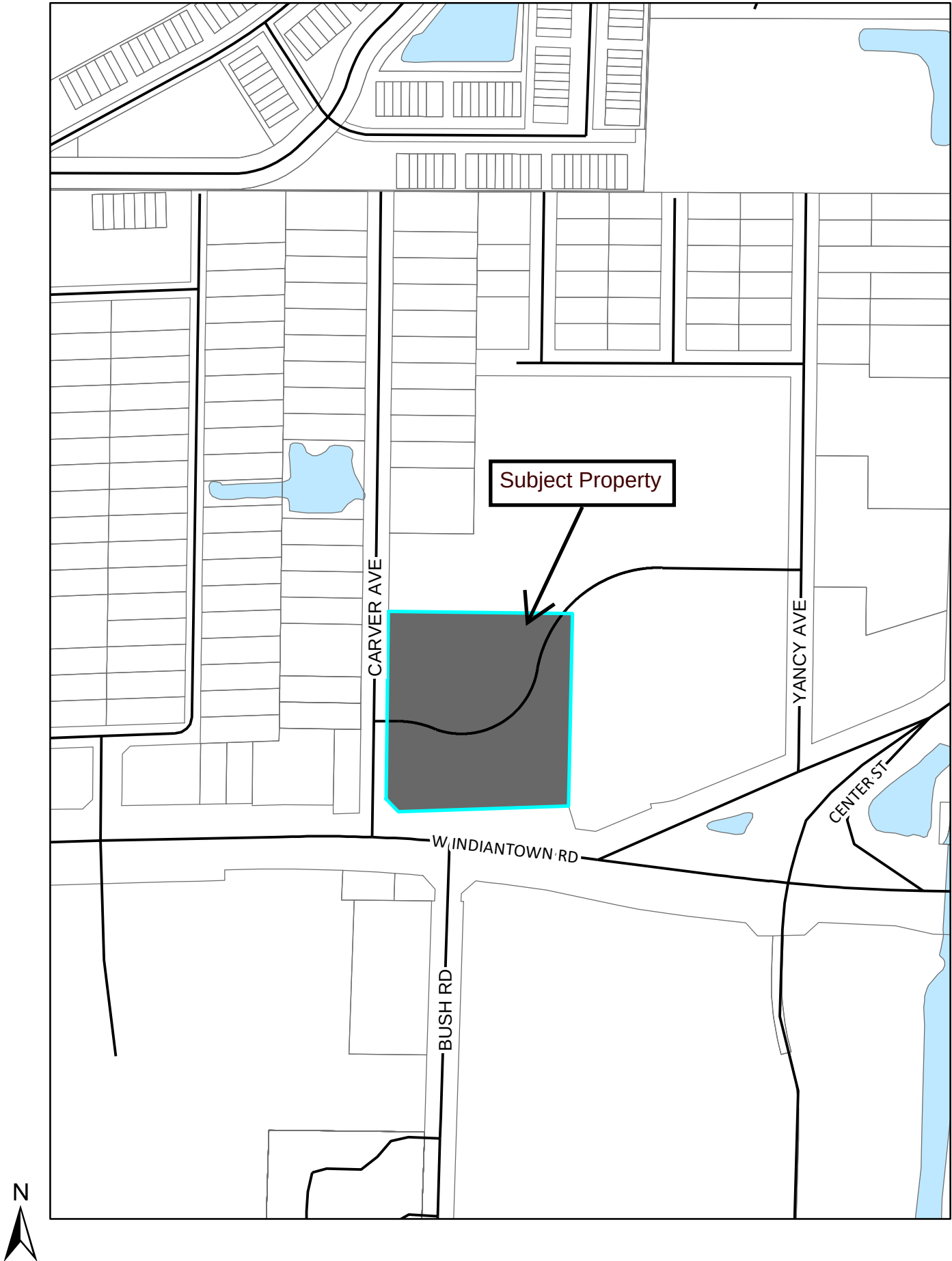
Attachments:

Attachment A – Location Map
Attachment B – Existing FLUM
Attachment C – Existing Zoning Map
Attachment D – Proposed FLUM
Attachment E – Future Land Use Policy
Attachment F – Infrastructure Impact Analysis

Contact Garret Watson at 561-741-2549 or email at garretw@Jupiter.fl.us for a copy of attachments.

Location Map
Town of Jupiter
Future Land Use Map Amendment

Attachment A

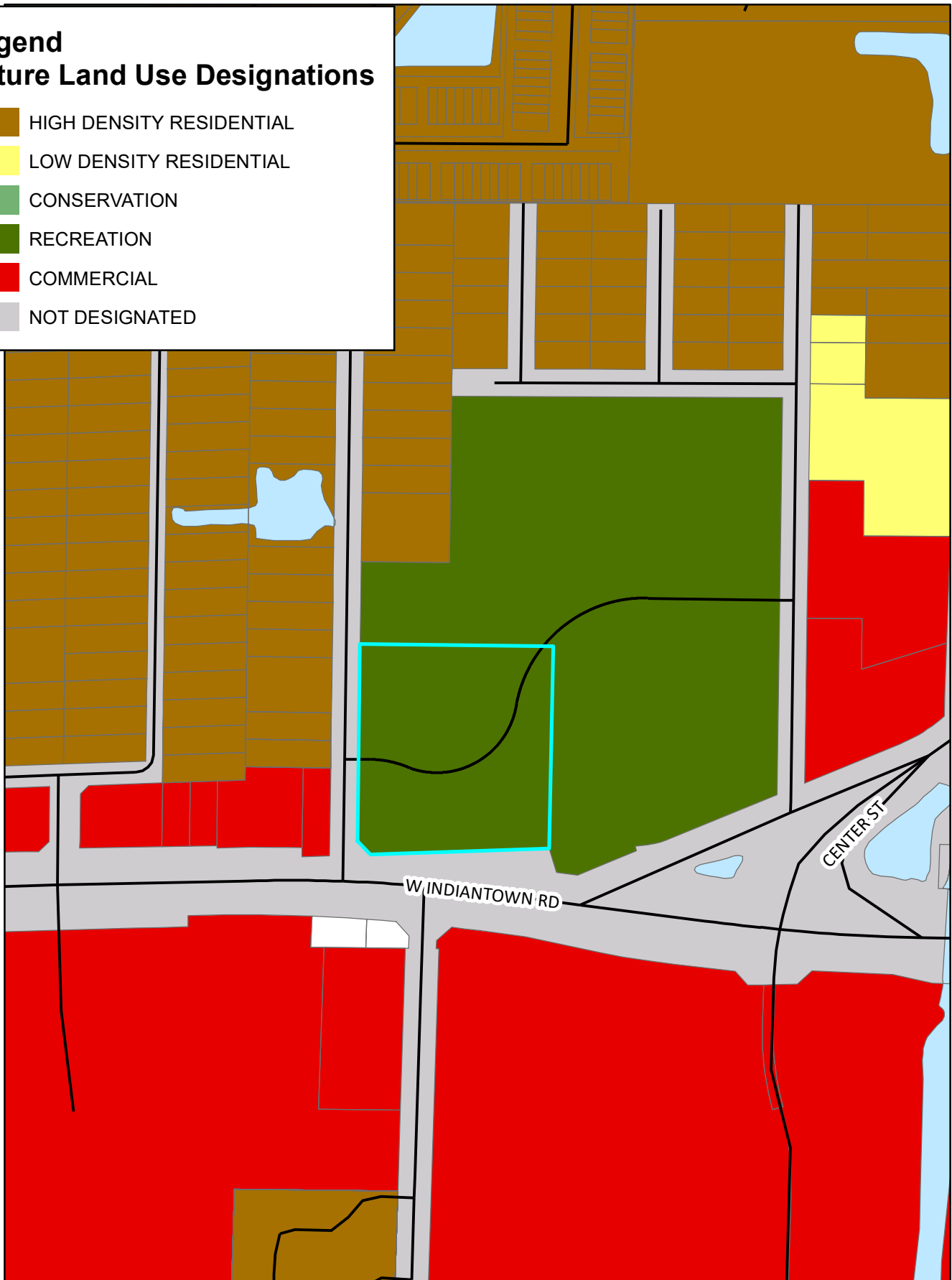


Current Future Land Use Map
Town of Jupiter
Future Land Use Map Amendment

Attachment B

Legend
Future Land Use Designations

-  HIGH DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  CONSERVATION
-  RECREATION
-  COMMERCIAL
-  NOT DESIGNATED



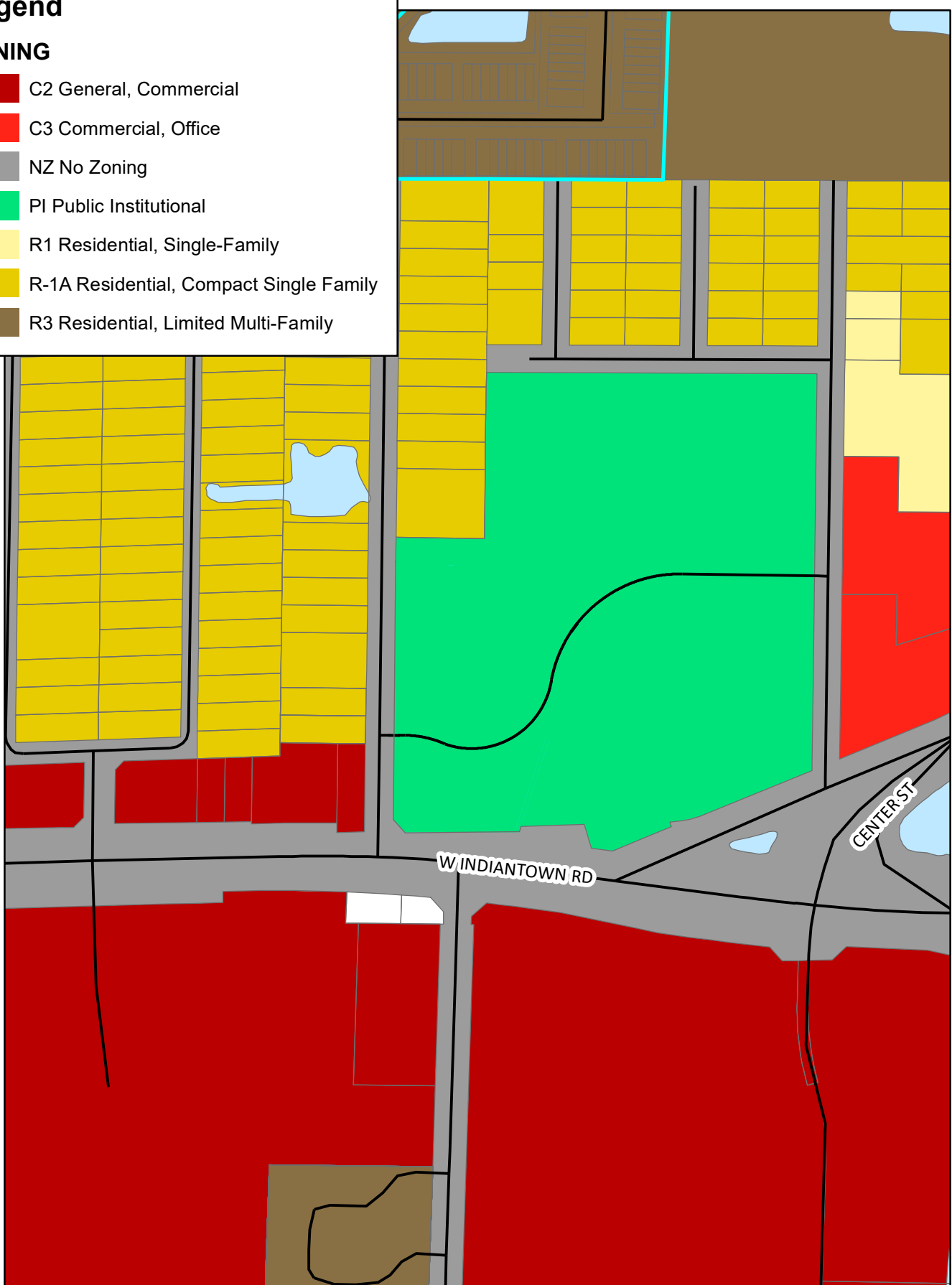
Current Zoning Map
Town of Jupiter
Future Land Use Map Amendment

Attachment C

Legend

ZONING

- C2 General, Commercial
- C3 Commercial, Office
- NZ No Zoning
- PI Public Institutional
- R1 Residential, Single-Family
- R-1A Residential, Compact Single Family
- R3 Residential, Limited Multi-Family

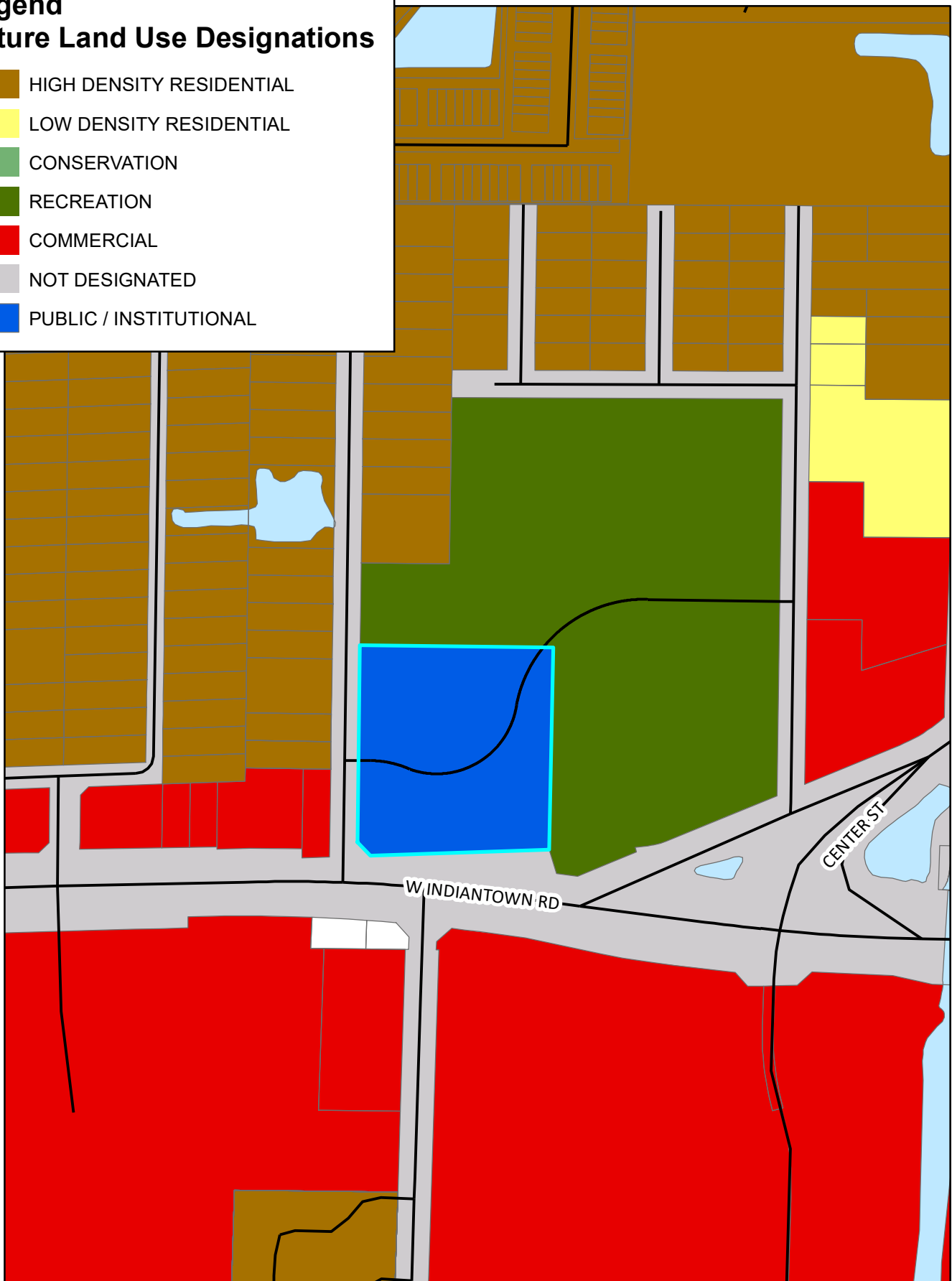


Proposed Future Land Use Map
Town of Jupiter
Future Land Use Map Amendment

Attachment D

Legend
Future Land Use Designations

-  HIGH DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  CONSERVATION
-  RECREATION
-  COMMERCIAL
-  NOT DESIGNATED
-  PUBLIC / INSTITUTIONAL



Comprehensive Plan Policy

FUTURE LAND USE ELEMENT

Policy 1.3.17 Public/Institutional - This future land use designation covers a broad range of public and institutional uses including: schools; government buildings, facilities and operations; fire and emergency rescue operations centers; police stations; cemeteries; civic centers; religious institutions; and accessory residential apartments for employees. Public recreational facilities and sites, are uses which are permitted in this land use designation. The following location standards are provided for guidance in locating future public/institutional facilities.

Schools

a) Location Criteria

- 1) Elementary school sites should not be located on arterial streets;
- 2) All schools should be spatially separated and be well buffered from major commercial, industrial, public utility and railroad facilities;
- 3) School sites should be developed in conjunction with community recreational facilities whenever practical;

b) Rule of thumb sizes

- 1) elementary school - 15 to 20 acres
- 2) middle school - 30 to 35 acres
- 3) senior high school - 40 to 50 acres

Public Administration

a) Location Criteria

- 1) Located central to the population, readily accessible from all parts of the community;
- 2) Should have direct access on an arterial roadway.
- 3) Encourage the location of these facilities in the civic core area of the IOZ District.

Police and Fire

a) Location Criteria

- 1) Police headquarters should be centrally located to the area served;
- 2) Fire stations should be situated within one mile of high value areas such as commercial centers, industrial parks or high density residential areas;
- 3) Within two miles of residential area served;
- 4) Facilities should have direct access via an arterial roadway.

Public Works

a) Location Criteria

- 1) Places for public vehicle storage, materials storage and equipment repair is preferable in industrial areas;
- 2) Access should be via an arterial roadway.

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 May 31, 2024, the Town has water demand reservations of 18.4 mgd. With an excess capacity of approximately 11.6 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 Public / Institutional land use designation should not have any significant impact to police services.
6. *Fire Rescue.* Currently, Palm Beach County (PBC) Fire-Rescue Station 19 on Central Boulevard is responsible for fire-rescue service to the subject property. The proposed Future Land Use Map amendment will support the development of the Town of Jupiter's Fire Station on the property which will service the area in October of 2026 and beyond.
7. *General Government.* No significant increase in demand for general government services is anticipated for the FLUM amendment.
8. *Intergovernmental Coordination.* Staff has notified the County's Interlocal Plan Amendment Review Committee (IPARC) of the proposed FLUM amendment. 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 will not have any significant impacts on the Town's recreational facilities. The existing recreation uses at Cinquez Park, including the dog park will remain in operation.
10. *School Concurrency.* The proposed land use designation will not have any additional impact of school facilities.

TOWN OF JUPITER



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	
FROM	
SUBJECT	

EXECUTIVE SUMMARY

ANALYSIS

STRATEGIC PRIORITY

ATTACHMENTS

FUNDING SOURCE

For more information or copies of the attachments, please contact ***** at ***** or 561-741-****.

TOWN OF JUPITER
Piggy-back Purchase Order With Pro Energy Fleet Fueling, LLC



DATE	July 16, 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 45-24 for authorizing a piggy-back purchase order utilizing State Term Contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC in an amount not to exceed \$875,000.00.

EXECUTIVE SUMMARY

Town staff is providing Resolution 45-24 for consideration by Town Council for authorization for a piggy-back purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) in an amount not to exceed \$875,000.00. The proposed purchase order would be used to procure fleet and emergency standby generator fuel for the Town during fiscal year 2025.

In a typical year, the Town's fleet consumes approximately 210,000 gallons of unleaded fuel, which is delivered bi-weekly at roughly 8,000 gallons per shipment. In addition, the Town uses approximately 9,000 gallons of on-road diesel annually and purchases additional bulk diesel fuel for emergency standby generators.

ANALYSIS

Town staff has successfully utilized a piggy-back purchase order using State Term Contract No. 15100000-19-1 to Pro Energy since September 2019. Pro Energy has provided the Town with quality products and services, completing deliveries in a timely manner without any interruption in service, unjust claims, or disputes. Additionally, on January 2022 the state renewed contract No. 15100000-19-1 with Pro Energy for an additional three (3) year term ending June 30, 2025.

In the event the Town Council approves Resolution 45-24, the Director of Finance will be authorized to create a piggy-back purchase order utilizing State Term Contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC in an amount not to exceed \$875,000.00.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 45-24
2. Pro Energy Contract
3. Pro Energy Amendment 2

FUNDING SOURCE

X	Approved in Budget	\$875,000.00 (Pending FY 2025 Operating Budget Approval) FY 2025	Sources: 552002-Gas, Oil & Lube
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 45-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING A PIGGY-BACK PURCHASE ORDER UTILIZING STATE TERM CONTRACT NO. 15100000-19-1 WITH PRO ENERGY FLEET FUELING, LLC IN AN AMOUNT NOT TO EXCEED \$875,000.00.

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 State of Florida's Department of Management Services, has an active State Term Contract with Pro Energy Fleet Fueling, LLC for the purchase of fleet fuel which is valid until June 30, 2025; and

WHEREAS, the Town Council has determined that utilizing the State Term Contract via a Piggy-Back Purchase Order in an amount not to exceed \$875,000.00 to Pro Energy Fleet Fueling, LLC for most of fiscal year 2025 is in the best interest of the Town and an efficient means to purchase fleet fuel;

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 Finance is hereby authorized to issue a Purchase Order with Pro Energy Fleet Fueling, LLC, in an amount not to exceed \$875,000.00.

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



**State Term Contract
No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Pro Energy Fleet Fueling LLC (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Contract Award

The Contractor has been awarded the following regions, fuel groups, and fuel types:

Northern and Central Regions

Diesel Fuel, Grade No. 2-D Ultra Low Sulfur- Transport
Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur- Transport
Gasoline E10, Unleaded 87 Octane- Transport

Southern Region

Diesel Fuel, Grade No. 2-D Ultra Low Sulfur- Transport and Non-Transport
Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur- Transport and Non-Transport
Gasoline E10, Unleaded 87 Octane- Transport and Non-Transport

II. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2019. The Contract shall expire on June 30, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

III. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

IV. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Scope of Work, Attachment A
- b) Exhibit B Markup Sheet
- c) Exhibit C: Special Contract Conditions, Attachment C
- d) Exhibit D: Addenda to Solicitation
- e) Exhibit E: ITB and other ITB Attachments

V. Amendment to Exhibit E (ITB)

ITB Section 2.1 Definitions; is hereby amended to replace two definitions for Transport and Non transport delivery to the definitions listed below:

Transport Delivery - A delivery by a transport truck or other means with a minimum delivery of 6,000 gallons and a maximum delivery of; 8,500 gallons for gasoline, 7,500 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of; 5,999 gallons for gasoline, 5,999 gallons for diesel, and 5,999 gallons for a combination load of gasoline and diesel.

VI. Contract Management.

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:

Chas DeFelice
Pro Energy Fleet Fueling LLC.
1093 Shotgun Rd.
Sunrise, FL 33326
Telephone: (954) 431-5389
Email: chas@proenergy.us

**State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

PRO ENERGY FLEET FUELING LLC

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

Patrick Gillespie, Deputy Secretary

Date:

Date:

State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

PRO ENERGY FLEET FUELING LLC



Clemente Cruz, Owner

6/11/19
Date:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES



~~Patrick Gillespie, Deputy Secretary~~
David Clark, Chief of Staff

6/24/19
Date:

Exhibit A Scope of Work

A. General Statement

1. Purpose

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Biodiesel. Customers for this contract include all state agencies and eligible users. (It is anticipated that Customers will use approximately 10,000,000 gallons annually under the resulting Contract, if any).

2. Commodity Code List

UNSPSC	Commodity Description
15101505	Diesel fuel
15101506	Gasoline or Petrol
15101513	Diesel fuel off road
15101801	Biodiesel

B. Definitions

- 1. Back Haul-** Return of unused fuel.
- 2. Contractor -** The successful bidder/Vendor who is awarded the resultant contract under this solicitation. Contractor is also known as the "Shipper".
- 3. Contract Manager -** Person designated by the Department of Management Services (the Department) to be responsible for managing the performance of a contract.
- 4. Customer -** An ordering entity including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- 5. Eligible User -** A governmental entity defined in Rule 60A-1.001, F.A.C.
- 6. Emergency Delivery-** When a delivery is required to help immediate risk to health, life, or property.
- 7. Freight Charge-** The fee is applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.
- 8. Pump Off-** Using a pump to pull the fuel from the truck/trailer and pushes the fuel to its destination.
- 9. Top Off-** To bring fuel to the maximum tank level of 1,000 gallons or less.

C. Commodity Specifications

1. **Biodiesel Blend:** Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the American Society for Testing and Materials (A.S.T.M.) specification D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the A.S.T.M. specification D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet A.S.T.M. specification D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**
2. **Diesel Fuel, Grade No. 2-D Ultra Low Sulfur:** Grade no. 2-D (.0015 mass Percentage sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Rule 5J-21.001, F.A.C.
3. **Gasoline E10, Unleaded 87 Octane:** The product shall comply with the standards in Rule 5J-21.001, F.A.C.
4. **Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur:** for use in off-road diesel engine, minimum cetane number of 40 using A.S.T.M. D613, A.S.T.M specification D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in Section C (1-4) inclusive in this Scope of Work.

D. Pricing Elements for Purchase of Fuels

1. Cost of Fuel

Prices will be calculated for each fuel type using the following information:

1.1 Biodiesel Blend

- 1.1.1 Data Transmission Network (DTN) FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- 1.1.2 The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method will be used unless vendor(s) can show a better way of getting the price weekly. If no Monday price is published, then the next available published price will apply (Tuesday, Wednesday, etc.).
- 1.1.3 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.1.4 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

1.2 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- 1.2.1 DTN FastRacks Average Price for Ultra Low No. 2.
- 1.2.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.2.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.3 Gasoline E10, Unleaded 87 Octane

- 1.3.1 DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- 1.3.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.3.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.4 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- 1.4.1 DTN FastRacks Average Price for Ultra Low Red No. 2.
- 1.4.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.4.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor obtained fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola
- Panama City
- Jacksonville

- Orlando
- Tampa
- Miami
- Bainbridge, GA

2. Fuel Fees, Taxes, and Other Costs

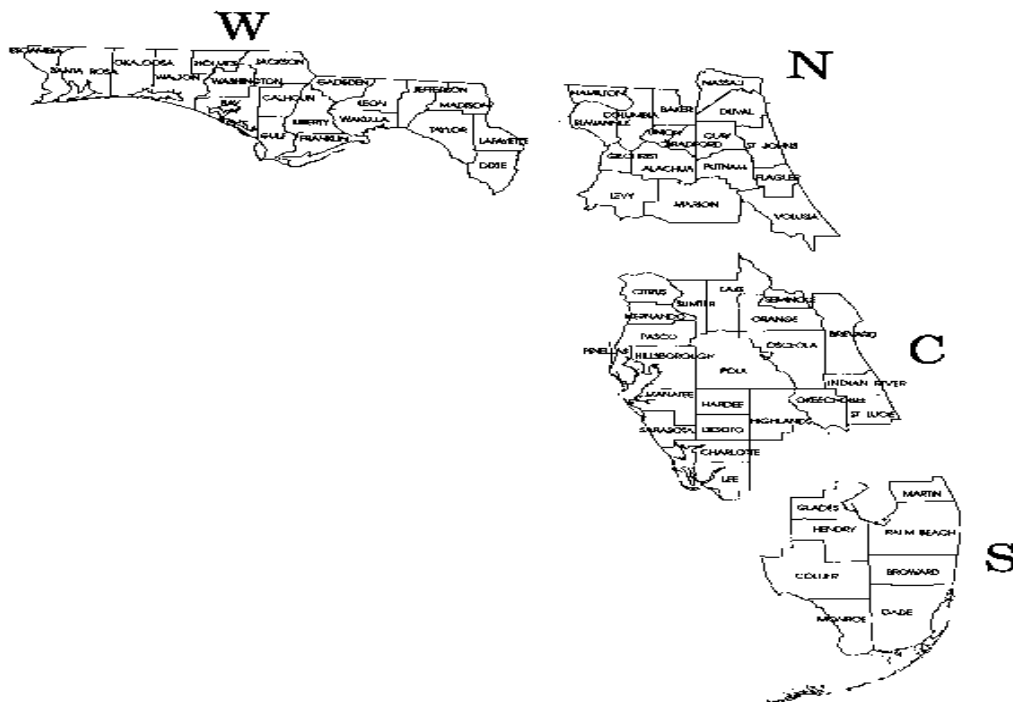
The Contractor may assess the following charges as determined by the price sheet for the county in which delivery of Fuel is made:

- 2.1. Delivery charges are allowed.
- 2.2. Freight charges will apply on all Transport Deliveries.
- 2.3. Pump off charge for Transport Delivery. This may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks.
- 2.4. Excessive delay charge if Contractor should wait more than 30 minutes to begin Fuel delivery.
- 2.5. Back haul charge if Customer orders more than tanks can hold.
- 2.6. Top off charge.
- 2.7. Tank maintenance, if customer and vendor agree.
- 2.8. Other fees were permitted by paragraph 215.422(3)(b), Florida Statutes.

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E. Delivery to Customers

Map of Four Geographic Regions for Delivery to Customers



Identification of Counties within Four Geographic Regions

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Bay	Alachua	Brevard	Broward
Calhoun	Baker	Charlotte	Collier
Dixie	Bradford	Citrus	Glades
Escambia	Clay	Desoto	Hendry
Franklin	Columbia	Hardee	Martin
Gadsden	Duval	Hernando	Miami-Dade
Gulf	Flagler	Highlands	Monroe
Holmes	Gilchrist	Hillsborough	Palm Beach
Jackson	Hamilton	Indian River	
Jefferson	Levy	Lake	
Lafayette	Marion	Lee	
Leon	Nassau	Manatee	
Liberty	Putnam	Okeechobee	

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Madison	St. Johns	Orange	
Okaloosa	Suwannee	Osceola	
Santa Rosa	Union	Pasco	
Taylor	Volusia	Pinellas	
Wakulla		Polk	
Walton		Sarasota	
Washington		Seminole	
		St. Lucie	
		Sumter	

NOTE: Gallons listed below may be converted to liters.

1. Normal delivery on this Contract shall be from 6,000 to 8,500 gallons for a Delivery of gasoline; 6,000 to 7,500 gallons for a Delivery of diesel; and 7,500 gallons for a combination load Transport Delivery of gasoline and diesel.
2. Delivery options on the contract for less than the normal delivery can be made via a tank wagon, LPG trucks, or other means to receive less than 6,000 gallons.
3. In the event of an emergency, gas and/or diesel deliveries/top offs can be made by a tank wagon or other available transportation for gas or diesel deliveries less than the normal delivery load.
4. Delivery shall be made available to all state agencies and their locations.

Imperial measurements appearing are not intended to preclude bids for commodities with metric measurements.

5. Normal delivery of fuel will be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery.
6. Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back-haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.

F. Emergency Fuel Plan

Within thirty days of contract signing, the Contractor and the State shall jointly develop an Emergency Fuel Plan (Plan). The emergency purchases under the Plan shall include the use of

equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the Contractor of its obligations under the Plan. This Plan shall include but not be limited to:

- Commodities and services available to Customers during emergencies
- An assessment of risks
- Operational assignments (Who does what, when and how)
- Procedures for Emergency notification (How do we tell people there's a problem?)
- Procedures for activation in the event of an emergency to protect and/or recover critical assets and functions
- Procedures for Plan testing
- Procedures for an annual review, updating, altering and re-writing that results in a document that is fully functional and operational
- The plan must be able to work with the State's Fuel Card program

G. Invoices

1. The Contractor shall submit timely invoices to the Customer.
2. At a minimum the invoices are to provide the following information:
 - 2.1. Contractor's name, contract number, actual date of delivery, location of delivery, fuel manufacturer, and fuel quantity delivered;
 - 2.2. DTN FastRacks Average Price based on the actual delivery date and named closest terminal used for price;
 - 2.3. Exempted taxes, fees, credits, markup, and other fees consisting of freight, pump-off, excessive delay, back-haul, top-off, tank maintenance pump off fee;
 - 2.4. Adjustments due to unforeseen circumstances including but not limited to erroneous orders, fuel spills, delivery of incorrect fuel, and cross-fueling; and
 - 2.5. Total invoice price.
3. To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

H. Punch-out Catalog and Electronic Invoicing

The Contractor will be required to provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line

items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

I. Contract Reporting

The Contractor shall report information on orders received from state agencies and eligible users associated with this contract. The Contractor shall supply to the Department all the data, calculations, and documents used in computing all costs associated with the supply and delivery of Fuel.

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	10 calendar days after close of the period
Savings / Price Reductions	Annual	10 business days after each action that adjusts prices
Diversity Report (submitted to the Customer)	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date

J. MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. ET.

K. Quarterly Sales Report

The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 10 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from state agencies and eligible users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

L. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies

M. Financial and Other Consequences

The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Frequency	Financial Consequences Trigger for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report 10 calendar days after close of the period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after close of the period	Each month	\$100

N. Service Level Agreement (SLA) Performance

State agencies and eligible users may add SLA requirements and additional financial consequences in their statements of work for failing to meet performance requirements within any negotiated SLA or purchase order.

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference and is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

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If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

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Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address

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Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER

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BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all

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privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies—Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

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Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

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Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

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7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

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9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department

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personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity

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releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the

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Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any

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jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

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Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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Exhibit D

ADDENDUM NO. 1

Questions and Answers ITB Amendments

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 16-15100000-W, as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

#	QUESTION	ANSWER
1.	Could you please provide SOME idea of entities that use the contract, locations, tank sizes, ordering volume, etc?	The Department has not previously collected detailed sales information by tank size, volume, fuel type, or location, so we cannot provide detailed historic measures. However, the estimated annual spend can be located in section 1.1 of the ITB.
2.	How often are 500 gallon tank wagon deliveries needed versus 6000 gallon?	The requested information is not in the possession of the Department.
3.	Is freight priced separately or included in the bid differential?	Freight is priced separately. Please refer to Revised Attachment J, Instructions tab, which has been uploaded in MFMP Sourcing, for additional information.
4.	Similarly, what is the Delivery Charge (per gallon) and the Freight Charge (flat fee, not to exceed)? How do they differ? Is this a freight rate per location?	Freight Charge is the cost associated with the transportation of goods from one place to another. This can include, but is not limited to, packaging and insurance cost. Delivery Charge is what the Bidder is charging to deliver to the customer and may include, but is not limited to, handling and inside delivery. The freight rate is a not to exceed rate and is applicable to

		all locations within a given region, as identified in the Revised Attachment J.
5.	What is the Top Off charge? Is this a tank wagon delivery to a transport tank that is already full?	A Top Off charge is a not to exceed rate that the Bidder provides in Revised Attachment J. For the definition of Top Off, please refer to Attachment A, section B.
6.	Do we have to bid transport AND tank wagon?	No, please refer to Revised Attachment J, Instructions tab for this information.
7.	Is a punch-out catalog required? I noticed there is no fuel supplier listed on the punch-out catalog vendor list.	No, punch-out catalogs are optional. Please see the modification to Attachment A, section H, incorporated below.
8.	Must all fuel invoices go through the Ariba Network? There is no fuel vendor listed on the MFMP vendor list.	No. Please refer to Attachment A, section H of the ITB for additional information.
9.	What is the Transaction Fee? Is it .7 of one percent of the entire price of the invoice?	Currently the fee is .7% of the total contract sales per month. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.
10.	Who determines what the nearest terminal is to a delivery location to be able to use the correct DTN FastRack?	A successful Bidder shall choose the closest terminal in physical distance to the delivery location.
11.	Can you please provide a spreadsheet of all tanks with sizes, locations, annual usage, and average load?	Please refer to the answer to question 1.
12.	What are the payment terms?	Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices.
13.	When will the bid go from preview mode to open mode with the ability to join?	Please refer to Attachment D and the Timeline of Events in the ITB for this information.
14.	Can you please provide a list of all the tank physical addresses, tank sizes, average load size, and estimated annual usage along with product type?	Please refer to the answer to question 1.
15.	Can we use 10am OPIS report for Tampa and Port Everglades?	No. Please refer to section D in Attachment A, Scope of work.

16.	Is the discount sheet mandatory?	Revised Attachment J is a required document. Please refer to section 7 of the ITB.
17.	How do we submit the contract, online?	Please refer to Attachment D, Special Instructions to Bidders for instructions on uploading documents in MFMP Sourcing. If you need additional assistance with using MFMP Sourcing, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.
18.	Can the freight increase based on the distance from the port?	Freight charge is a not to exceed flat rate. Please refer to Revised Attachment J for further instructions.
19.	What are State of Florida's payment terms. Are Net 10 payment terms acceptable?	It is unclear what "Net 10 payment terms" means. Please refer to the answer to question 12.
20.	Are the previous bids available to review?	Copies of the current contract/vendor agreements can be located at the following link .
21.	Please provide the estimated annual volumes for each product in the ITB. 1. How much Ultra Low Sulfur Diesel number 2 2. How much Ultra Low Sulfur Diesel Red Dye 3. How much Biodiesel blend 4. How much gasoline	Please refer to the answer to question 1.
22.	Please provide the following information per location and per fuel type: 1 - What volumes will be required per lift? 2 - What is the volume required for the life of the contract? 3 - Where is the fuel being delivered to? 4 - How frequent are the deliveries?	Please refer to the answer to question 1.
23.	When is the first board meeting after the opening?	The Department does not have board meetings, nor are there any meetings after the opening. Please refer to the Timeline of Events.
24.	Will decision be made before or at the board meeting?	Please refer to the answer to question 23.
25.	Attachment C – 3.7 – Transaction Fees... How much is the transaction fee? Does this need to be accounted for in the	Please refer to the answer to question 9. The fee cannot be billed as a separate line item on invoices.

	vendor pricing or can it be billed as a separate line item on invoices?	
26.	Please explain how the Delivery Charge and Freight charges are to be handled. With a bid submission by region, the actual delivery and freight rates can vary greatly depending on site distance from the terminals. Under the current contract, freight charges are passed directly to the customer.	Please refer to the answer to question 4.
27.	With the bid submission by region as opposed to by county, the freight/delivery rates can vary greatly, as can the markups depending on which terminal is closest to each county. Can the bid be changed to be done by county to allow more accurate individual pricing?	No, you must bid by region as provided in Revised Attachment J.
28.	If we are unable to do a Punch-Out Catalog, will we still be considered for an award?	Please refer to the answer to question 7.
29.	Main solicitation Page 7 of 17 lists Transport delivery as minimum of 8000 gallons of gas, 7200 gallons of diesel, and 7200 gallons as a gas/diesel split. Attachment 'A' page 6 of 10 lists normal deliveries as 6000-8500 for gas, 6000-7500 for diesel, and 7500 gallons for gas/diesel splits. Attachment 'J' lists 8000-7500 (should be 8500?) for gas, and 7200-7500 for diesels (more in line with solicitation page 7). Which is accurate?	Please refer to Revised Attachment J.
30.	The list of required documents on the main solicitation page 17 of 17 does not match what the online submission currently lists. Online also indicates Attachments F and K are also required, and Attachment I (if applicable) is required. Which is accurate for submission?	Please refer to the Revised Attachment E that has been uploaded in MFMP Sourcing.
31.	Do you consider common carriers as subcontractors? If so, how should we go about getting written approval from the State to use the various carriers throughout the state? Also, as we will not know which carrier's we will need until we know specific site information, will we have ample notification of sites to allow time to get the state's approval?	Yes, however the Department does not require written approval when using common carriers to deliver the commodities associated with this ITB.
32.	Could you provide physical addresses for delivery locations?	Please refer to the answer to question 2.
33.	Could you provide volume by product per delivery locations?	Please refer to the answer to question 2.
34.	What are the average load sizes per location?	Please refer to the answer to question 2.

35.	What is the volume of each product?	Please refer to the answer to question 1.
36.	Is the Fuel Surcharge supposed to be included in the Freight Rate?	All allowable charges are shown in Revised Attachment J.
37.	What is the fee for the MFMP Transaction fees? Is it a per gallon rate, or %? Please provide number.	Please refer to Question 9.
38.	What are the sizes of tanks at size?	Please refer to the answer to question 2.
39.	Are tanks above or underground?	Please refer to the answer to question 2.
40.	Will any sites have special instructions for deliveries?	Please refer to the answer to question 2.
41.	Is the FSC to be included in the freight rate?	The question is unclear.
42.	When is actual bid due, I notice on the site it stated time remaining in preview 12 days?	Please refer to the Solicitation's Timeline of Events.

The following requirements supplement or replace those found in the ITB. The variations between the new and the old requirements are highlighted in yellow.

1. Section H of Attachment A, Scope of work, is hereby replaced in its entirety as follows:

H. Punch-out Catalog and Electronic Invoicing

The Contractor ~~will be required to~~ **may** provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier. At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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Exhibit E

The State of Florida

Department of Management Services

Invitation to Bid (ITB) No: 16-15100000-W

Bulk Fuel, Gasoline, and Diesel

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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

http://www.dms.myflorida.com/agency_administration/general_counsel

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Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Event	Time (ET)	Date
ITB posted on the Vendor Bid System (VBS) and posted in MFMP Sourcing		April 2, 2019
Deadline to submit questions within MFMP Sourcing Messaging Tab	10:00 A.M.	April 18, 2019
Anticipated posting of answers to Bidders' questions to the solicitation		April 30, 2019
Deadline to submit bids and all required documentation	10:00 A.M.	May 14, 2019
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399	10:01 A.M.	May 14, 2019
Anticipated Notice of Intended Award		May 28, 2019
Anticipated Contract start date		July 1, 2019

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Diesel. The solicitation will be administered using MFMP Sourcing.

The current Bulk Fuel, Gasoline, and Diesel contract has approximately \$12 million in spend annually. State agencies account for 48% of the total annual spend. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

The Department intends to make regional awards with up to five Contractors per region. However, the Department reserves the right to award to one or multiple bidders, statewide or by counties, or to make no award, as determined to be in the best interest of the State.

1.2 Term

The initial term of the contract resulting from this solicitation will be for three years.

1.3 Renewal Term

Upon written agreement, the contract may be renewed in whole or in part for a period that will not exceed the term of the initial contract at the renewal pricing specified in the initial contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 ITB OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code (F.A.C.), Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Bidder or "Respondent" - A Vendor who submits a response to this ITB.

Biodiesel Blend - An alternative fuel consisting of Diesel Fuel, Grade No. 2-D Ultra Low Sulfur and a requested blend of soybean oil.

BQ-9000® - A cooperative and voluntary program for the accreditation of producers and marketers of biodiesel fuel created by the National Biodiesel Accreditation Program.

Business Day - Each day Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time (ET) during which the State and its agencies are open for business.

Commodity - A product. The terms products and commodities may be used interchangeably throughout this ITB.

Commodity Code - The State of Florida numeric code for classifying commodities and contractual services that meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information - Any portion of a company's documents, data, or records relating to its bid that a Vendor claims is confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other applicable authority, and that is clearly marked "Confidential".

Contract - The written agreement resulting from this ITB.

Contractor - The business entity that is awarded a Contract resulting from this ITB. The terms Vendor, Successful Bidder or Awarded Vendor may be used interchangeably throughout this ITB.

Customer - An ordering entity including state agencies and eligible users.

Dealer or Certified Representative - A representative authorized to market, sell, and service specific commodities such as gasoline and diesel.

Department - The Florida Department of Management Services.

DTN FastRacks Average - The fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing fuel and other commodities.

Eligible User (EU) - A governmental entity defined in Rule 60A-1.001, F.A.C.

Fuel - Any Fuel product obtained through this Contract. Fuel product shall include unleaded E10 gasoline, Ultra Low Sulfur no. 2 diesel, Ultra Low Sulfur no. 2 off road, dyed diesel and biodiesel to be delivered to State and Customer facilities.

Markup - The Contractor's price to cover all costs associated with providing Fuel to Customer facilities. Markups may differ based on where the Fuel is obtained according to the Fuel terminals and actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the delivery of Fuel except as detailed in the Scope of Work (Attachment A).

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of 7,999 gallons for gasoline, 7,199 gallons for diesel, and 7,199 gallons for a combination load of gasoline and diesel.

Purchase - A transaction that results in the Customer obtaining ownership of a commodity.

Responsible vendor - A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Subsection 287.012(25), F.S.)

Responsive bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Subsection 287.012(26), F.S.)

State - The State of Florida.

Tank Wagon - A delivery by a tank wagon or other means with a minimum delivery of 500 gallons.

Transport Delivery - A delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for diesel, and 7,200 gallons for a combination load of gasoline and diesel.

United Nations Standard Products and Services Code (UNSPSC) - A commodity code list used by the State.

Vendor Bid System (VBS) - The State of Florida bidding system. (Subparagraph 287.042(3)(b)2., F.S.)

Vendor - An entity that is in the business of providing a commodity or service similar to those within the solicitation.

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

The Procurement Officer for this ITB is:
Stephanie Wyland, Associate Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 488-1985
Email: Stephanie.Wyland@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL ****

2.3 Limitation on Contact with Government Personnel (subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.4 Must, Shall, Will, and Is Required

Although this solicitation uses terms such as "must," "shall," "will," and "is required," and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation. The words "should" or "may" in this solicitation indicate desirable attributes or conditions but are permissive in nature.

2.5 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.6 Florida Substitute Form W-9

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

2.7 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.8 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

2.9 Permits

The Customer will be responsible for all facility-required permits pertaining to Fuel storage, maintenance, and handling in accordance with all local, state and federal laws. The Contractor and Customer may work together to create a maintenance program for the fuel tanks.

2.10 Federal and State Standards

All specifications shall be in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately. Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension.

2.11 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of precedence (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Attachment A: Scope of Work
- c) Attachment C: Special Contract Conditions
- d) This ITB and other Attachments

3 ITB BIDDING PROCESS

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and posts the ITB in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Bids must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has verified the bids, the Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 False or Erroneous Information

The Department will evaluate responses from Responsive and Responsible Vendors. A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract. If the Respondent's response is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

3.3 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions

shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

3.4 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

3.5 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

3.6 Public Opening

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.8 Protest of Notice of Intended Decision

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in subsection 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

3.9 Firm Response

The Department intends to award a contract within sixty days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all bid responses shall remain firm until either the Department awards the Contract, or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department may issue a Notice of Intended Award to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

4 HOW TO BID ON THE ITB

This section contains instructions to Bidders on how to submit a bid.

4.1 General Instructions

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between Attachment D – Special Instructions to Bidders and these General Instructions to Bidders, the Attachment D, Special Instructions shall prevail.

The following section of the PUR 1001 (General Instructions) is modified as follows:

9. In submitting a response, each respondent understands, represents, and acknowledges the following.

- * The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- * To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- * Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- * The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- * The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- * The respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- * Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

* The product offered by the Respondent will conform to the specifications without exception.

* The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

* If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

* The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

* The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

* All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

4.2 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all requirements specified in this solicitation.

Respondents must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Bidder's behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

Submit all required attachments and documentation in MFMP Sourcing in accordance with the applicable instructions. Failure to submit all of the required attachments and documentation in MFMP Sourcing may result in a determination of Bidder non-responsiveness. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC_Attachment_E.pdf

JohnDoeLLC_AttachmentJMarkupSheet.xlsx (Excel)

5 PRIOR TO AWARD

5.1 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

5.2 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any or all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law,

including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.4 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all requirements specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the bid being deemed non-responsive.

5.5 Bid Disqualification

Bids that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive. Bids that contain provisions that are contrary to the requirements of the solicitation are not permitted. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

6 BASIS OF AWARD

The Contract will be awarded to the responsible and responsive bidders with the lowest Calculated Markup for each fuel and delivery type in each of the four regions, as shown on the Markup Sheet (Attachment J). The Department may issue up to five awards for each fuel and delivery type in each of the four regions described in the Scope of Work (Attachment A).

6.1 Transport Delivery

For Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$$

Where:

T^I = Initial Term Markup

A^I = Sum of Initial Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

T^R = Renewal Term Markup

A^R = Sum of Renewal Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

Z = Bidder's Calculated Markup

6.2 Non-Transport Delivery

For Non-Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(NI \times 0.54) + (BI \times 0.06) + (NR \times 0.36) + (BR \times 0.04) = Z$$

Where:

NI = Initial Term Markup

BI = Sum of Initial Term Allowable Charges ("All Delivery Types" only)

NR = Renewal Term Markup

BR = Sum of Renewal Term Allowable Charges ("All Delivery Types" only)

Z = Bidder's Calculated Markup

6.3 Preference to Florida Businesses

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts

7 ITB ATTACHMENTS

Attachment A	Scope of Work
Attachment B	Draft Contract
Attachment C	Special Contract Conditions
Attachment D	Special Instructions for Bidders
Attachment E	Responsiveness Requirements
Attachment F	Vendor Information Form
Attachment G	Certification of Drug-Free Workplace
Attachment H	Quarterly Sales Report
Attachment I	Savings/Price Reductions
Attachment J	Markup Sheet
Attachment K	No Offshoring

Required Documents to be submitted by vendor prior to ITB opening

Attachment E Responsiveness Requirements

Attachment G Certification of Drug-Free Workplace (if applicable)

Attachment J Markup Sheet

Written Opinion of an Attorney at Law - Section 6.3 of the ITB (if applicable)



AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

This Amendment ("Amendment") effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Pro Energy Fleet Fueling LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, "Contract", of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Pro Energy Fleet Fueling LLC

By: _____

By: _____

Name: David Clark

Name: Clemente Cruz

Title: Chief of Staff

Title: Owner

Date: _____

Date: _____

Department of
**MANAGEMENT
SERVICES**

Division of State Purchasing



AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

This Amendment ("Amendment") effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Pro Energy Fleet Fueling LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, "Contract", of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- I. **Contract Amendment.** Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.
- II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____

Name: David Clark

Title: Chief of Staff

Date: 7/31/19

Contractor:
Pro Energy Fleet Fueling LLC

By: _____

Name: Clemente Cruz

Title: Owner

Date: 7/24/19

WESTERN REGION

Bay, Calhoun, Dixie, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, and Washington Counties

**Kimbles Aviation
Logistical Services**

**Mansfield Oil Company
of Gainesville, Inc.**

**Petroleum Traders
Corporation**

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.02	\$0.02
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.21	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.07	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)
 Delay Charge (per 30 minutes)
 Back Haul Charge (per gallon)
 Top Off Charge (flat rate, not to exceed)
 Emergency Delivery Charge (per gallon, not to exceed)

\$0.10	\$0.10	\$0.06
\$10.00	\$0.00	\$0.00
\$0.10	\$0.00	\$0.05
\$150.00	\$0.00	\$0.00
\$0.50	\$0.00	\$0.05

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)
 Pump Off Charge (per pump off, not to exceed)
 Maximum Pump Off Charge (per delivery, not to exceed)

\$150.00	\$0.00	\$0.00
\$20.00	\$0.00	\$10.00
\$50.00	\$0.00	\$10.00

NORTHERN REGION

*Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist,
Hamilton, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, Union,
and Volusia Counties*

Kimbles Aviation Logistical Services	L.V. Hiers, Inc.	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
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Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.03	-\$0.02	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.03	-\$0.02	\$0.02	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.07	N/A	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	\$0.03	-\$0.01	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)
Delay Charge (per 30 minutes)
Back Haul Charge (per gallon)
Top Off Charge (flat rate, not to exceed)
Emergency Delivery Charge (per gallon, not to exceed)

\$0.10	\$0.00	\$0.11	\$0.06	\$0.04
\$10.00	\$50.00	\$0.00	\$0.00	\$32.50
\$0.10	\$0.10	\$0.00	\$0.05	\$0.00
\$150.00	\$100.00	\$0.00	\$0.00	\$0.00
\$0.50	\$0.10	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)
Pump Off Charge (per pump off, not to exceed)
Maximum Pump Off Charge (per delivery, not to exceed)

\$150.00	\$0.07	\$0.00	\$0.00	\$0.00
\$20.00	\$75.00	\$0.00	\$10.00	\$40.00
\$50.00	\$75.00	\$0.00	\$10.00	\$0.00

CENTRAL REGION

*Brevard, Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands,
Hillsborough, Indian River, Lake, Lee, Manatee, Okeechobee, Orange,
Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, and Sumter
Counties*

Kimbles Aviation Logistical Services	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
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Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.00	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.00	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	-\$0.02	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.10	\$0.06	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.05	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$10.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$10.00	\$0.00

SOUTHERN REGION

Broward, Collier, Glades, Hendry, Martin, Miami-Dade, Monroe, and Palm Beach Counties

**Kimbles Aviation
Logistical Services**

**Mansfield Oil Company
of Gainesville, Inc.**

**Pro Energy Fleet Fueling
LLC**

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.00
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.13	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.03	-\$0.03	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.12	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$0.00



ATTACHMENT 3-
PRO ENERGY
AMENDMENT 2

AMENDMENT NO.: 2
Contract Renewal
Contract No. 15100000-19-1
Contract Name: Bulk Fuel, Gasoline, and Diesel

This Amendment ("Amendment"), effective upon signature of both Parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Pro Energy LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department awarded the above referenced Contract to Pro Energy LLC for the provisions of Bulk Fuel, Gasoline, and Diesel;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section IV, Contract, of the Contract; and

WHEREAS, the Parties agreed that the Contract may be renewed as provided in Section III, Renewal Term, of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment

- a) The Contract is amended to replace Exhibit C, Special Contract Conditions in its entirety with the revised Exhibit C, Special Contract Conditions (July 1, 2019 Version).
- b) The Contract is amended to add Exhibit F, Additional Special Contract Conditions.
- c) Section IV of the Contract is deleted in its entirety and replaced with the following:

IV. Contract

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.



AMENDMENT NO.: 2
Contract Renewal
Contract No. 15100000-19-1
Contract Name: Bulk Fuel, Gasoline, and Diesel

All Exhibits listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: Scope of Work
- b) Exhibit B: Markup Sheet
- c) Exhibit F: Additional Special Contract Conditions
- d) Exhibit C: Special Contract Conditions
- e) Exhibit D: Addenda to Solicitation, if issued (in reverse order of issuance)
- f) Exhibit E: ITB and other ITB Attachments

II. Contract Renewal. Pursuant to Section III, Renewal Term, of the Contract, State Term Contract No. 15100000-19-1 is renewed for a period of three (3) years at the same terms and conditions, except as amended herein, with a new contract expiration date of June 30, 2025.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Amendment by their duly authorized undersigned representatives.

State of Florida:
Department of Management Services

By: _____

Name: J. Todd Inman

Title: Secretary

Date:

Contractor:

DocuSigned by:
By: Clemente Cruz
6398232F95844BA...

Name: Clemente Cruz

Title: Member

Date: 12/28/2021 | 11:47 AM EST



AMENDMENT NO.: 2
Contract Renewal
Contract No. 15100000-19-1
Contract Name: Bulk Fuel, Gasoline, and Diesel

All Exhibits listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: Scope of Work
- b) Exhibit B: Markup Sheet
- c) Exhibit F: Additional Special Contract Conditions
- d) Exhibit C: Special Contract Conditions
- e) Exhibit D: Addenda to Solicitation, if issued (in reverse order of issuance)
- f) Exhibit E: ITB and other ITB Attachments

II. Contract Renewal. Pursuant to Section III, Renewal Term, of the Contract, State Term Contract No. 15100000-19-1 is renewed for a period of three (3) years at the same terms and conditions, except as amended herein, with a new contract expiration date of June 30, 2025.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Amendment by their duly authorized undersigned representatives.

State of Florida:
Department of Management Services

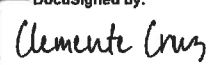
By: 

Name: J. Todd Inman

Title: Secretary

Date: 1/25/2022

Contractor:

DocuSigned by:
By: 

Name: Clemente Cruz

Title: Member

Date: 12/28/2021 | 11:47 AM EST

Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

Page 2 of 2



ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that

directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

TOWN OF JUPITER
Declaring the Town's Intent to Seek Reimbursement from Bond Proceeds for Certain Capital Expenditures Incurred for the Implementation of the Jupiter Fire Rescue Department



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution No. 77-24 Declaring the Town's Intent to Seek Reimbursement for Certain Capital Expenditures Incurred for the Implementation of the Jupiter Fire Rescue Department From Bond Proceeds

EXECUTIVE SUMMARY

Town staff seeks Town Council approval of Resolution No. 77-24 declaring the Town's intent to seek reimbursement for capital expenditures incurred by the Town for the implementation of the Jupiter Fire Rescue Department ("JFRD") and costs associated with the issuance of future debt by the Town. The Town expects to issue debt not to exceed \$20 million face value in order to implement and construct the Town's fire rescue stations. Staff anticipates incurring expenses relating to the design/engineering and construction for the two new fire stations, along with associated furniture, fixtures and any additional associated implementation costs for JFRD.

In order for the construction and implementation of the JFRD to proceed in an efficient and prudent manner, the Town will expend funds prior to the issuance of long-term debt and then seek reimbursement from the debt proceeds once a debt issuance is completed. In order to secure reimbursement for expenses incurred, Resolution 77-24 must be approved in advance of the expenses being incurred.

The Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Treasury Regulations (the "Regulations") require the Town to declare its official intent regarding incurring certain expenditures in connection with the JFRD prior to the issuance of long term debt, in order to allow the Town to be reimbursed for such expenditures from a portion of the proceeds.

The Town Attorney has reviewed the attached resolution and finds it to be in acceptable form.

ANALYSIS

Staff seeks the Town Council approval of Resolution No. 77-24 declaring the Town's intent to seek reimbursement for certain capital expenditures incurred to implement the JFRD and costs incidental thereto.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution No. 77-24

FUNDING SOURCE

N/A

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

Attachment 1

RESOLUTION NO. 77-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, DECLARING THE TOWN'S OFFICIAL INTENT TO SEEK REIMBURSEMENT FOR CERTAIN CAPITAL EXPENDITURES MADE OR TO BE MADE WITH RESPECT TO THE IMPLEMENTATION OF THE JUPITER FIRE RESCUE DEPARTMENT AND COSTS INCIDENTAL THERETO FROM THE PROCEEDS OF THE NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) PRINCIPAL AMOUNT OF NOTES AND/OR BONDS ISSUED BY THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida, the governing body of the Town (the "Council"), has determined that it is in the best interest of the Town to implement the establishment of the Town's Fire Rescue Department by financing a portion of the costs to provide highly effective fire rescue services (herein referred to as the "Jupiter Fire Rescue Department"); and

WHEREAS, the Council finds it to be in the best interest of the Town to issue Commercial Paper Notes (the "Notes") in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) to finance the costs of implementing the Jupiter Fire Rescue Department, including all costs incidental thereto and the costs of issuing the Notes.

WHEREAS, it is intended by the Town that the interest on the Notes, if and when issued, will be excludable from gross income for Federal income tax purposes; and

WHEREAS, the Town has incurred and anticipates that it will incur certain capital expenditures relating to the Jupiter Fire Rescue Department prior to the issuance of the Notes; and

WHEREAS, such expenditures were paid and will be paid from legally available

funds of the Town; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Treasury Regulations (the "Regulations") require the Town to declare its official intent in connection with incurring certain capital expenditures in connection with the Jupiter Fire Rescue Department prior to the issuance of the Notes in order to allow the Town to be reimbursed for such expenditures from a portion of the proceeds of the Notes; and

WHEREAS, it is intended by the Council that this Resolution constitutes the Council's official intent with respect to the reimbursement of the certain capital expenditures incurred or to be incurred prior to the issuance of the Notes.

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

Section 1. The recitals set forth above are adopted by the Council as the findings of the Town and are incorporated herein.

Section 2. The statements contained in this Resolution with respect to the reimbursement of the capital expenditures referred to herein are intended to be statements of the Council's official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the Regulations.

Section 3. The expenditures to be reimbursed pursuant to this Resolution have been incurred within 60 days prior to the date hereof or constitute preliminary expenditures within the meaning and to the extent permitted by Section 1.150-2(f)(2) of the Regulations or will be incurred after the date hereof in connection with the Jupiter Fire Rescue Department.

Section 4. The maximum principal amount of Notes expected to be issued for the implementation of the Jupiter Fire Rescue Department is \$20,000,000.

Section 5. The Town reasonably expects to reimburse the expenditures contemplated under this Resolution with a portion of the proceeds of the Notes of the Town subsequent to the date hereof, and no funds from sources other than the "reimbursement bond issue" (as such term has the meaning assigned to it under the Regulations) portion of the Notes are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Town pursuant to the Town's budget or financial policies to pay for such expenditures.

Section 6. The Town shall, upon receipt of the proceeds of the Notes (or within 30 days thereof), allocate in writing the amount of proceeds of the Notes (i.e., the reimbursement bond issue) used to reimburse the prior capital expenditures incurred in connection with the Jupiter Fire Rescue Department (herein, the "Prior Expenditures"). Such allocation shall be accomplished not later than 18 months from the later of (a) the earliest date such Prior Expenditures were incurred or (b) the date the Jupiter Fire Rescue Department is placed in service (but in no event later than 3 years after the first Prior Expenditure was made).

Section 7. This Resolution shall be effective immediately upon its adoption.

TOWN OF JUPITER
Emergency Purchase Order for the Replacement of VAV and AHU/RTU Controls for the
Community Center HVAC System



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Emergency purchase order for the replacement of VAV and AHU/RTU Controls for the Community Center HVAC system in an amount not to exceed \$113,500.00.

EXECUTIVE SUMMARY

This information is being provided to document the circumstances which required the authorization of the emergency purchase order for the replacement of variable air volume (VAV) and air handling unit (AHU)/rooftop units' (RTU) controls for the Community Center HVAC system in an amount not to exceed \$113,500.00.

During mid-April, the current HVAC controls system failed at the Community Center and froze all the equipment in its current state at the time of the failure, whether the equipment was open, partially open, or closed. The failure of the HVAC controls resulted in conditions within the Community Center where some rooms were excessively cooled or too hot. Due to the HVAC control failure, Town staff could not change the temperature using the thermostats. While the use of the Community Center is dedicated to recreational use by the public, it is often utilized as a shelter for Town staff during natural disasters. With the HVAC controls system in a failed condition, it was necessary for Town staff to act to restore the system controls. For these reasons, the replacement of the HVAC controls qualified as an emergency purchase to ensure the facility's HVAC system was functioning properly.

The emergency work consisted of but was not limited to replacing 24 VAV controls, 24 thermostats, 10 AHU/RTU controls, a new network switch, pressure sensors, chiller plant and pump controller, a temperature sensor, and programming of the new system.

After the system failed, the Town received a proposal from Precision Air on April 16, 2024 for \$113,500.00. Precision Air Systems has performed repairs previously on the Town's HVAC systems and staff is satisfied with the quality of their work and the timely completion of projects. Precision Air is currently in the process of completing the work and will finalize all work by early July, 2024.

ANALYSIS

Due to this work being considered an emergency, the Town Manager authorized the work in accordance with the Town's Procurement Policy and Standard Operating Procedures.

The funds for the emergency repair work came from the Community Center Renovations CIP

budget. These repairs were previously budgeted, however the system failed prior to the work taking place.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Purchase Order #20242914
2. Proposal Precision Air System

FUNDING SOURCE

Approved in Budget	\$113,500.00	Sources:Community Center Renovations 31031041-546000-E2001
Additional Funding Requested	\$	Sources:

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



Purchase Order

Page: 1 of: 1

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TOWN OF JUPITER
ATTN: ACCOUNTS PAYABLE
210 MILITARY TRAIL
JUPITER, FLORIDA 33458

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

20242914

Delivery must be made within doors of specified destination.

V
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PRECISION AIR SYSTEMS, INC.
11101 SOUTH CROWN WAY
SUITE 2
WELLINGTON, FL 33414

S
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Public Works Maintenance Facil
3131 Washington Street
Jupiter, FL 33458

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference			
(561)791-3980		(561)795-1693		24003023	Thomas Hernandez			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location			
05/08/2024	4707				PubWrks & Prks Administration			
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
1	Emergency Replacement HVAC Community Ctr The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Emergency Repair Disconnect and Remove 24 VA V's Controls. Supply and install Honeywell 24 Vav's Spyder 7 BACnet IP Controls Supply and install 24 TC300 thermostats. Disco1mect and remove 10 AHU/RTU controls. Supply and install 10 AHU/RTU Honeywell Optimizer Controller BACnet Over IP. Supply and install new Network Switch as Needed Supply and install 36 Supply air sensors. Install Duct static Pressure Sensor. Supply and install Chiller Plant and Pump Controller. Supply and install new well Temperature sensor. Program All VAV AHU/RTU and Chiller Plant Controllers Check operation and Commission Site GL Account: 31031041 - 546000 - E2001				1.0	EACH	\$113,500.00	\$113,500.00
								\$113,500.00

By: 
Authorized Signature

PO Total

1
\$113,500.00
Page 130 of 306

**TOWN OF JUPITER
STANDARD TERMS AND CONDITIONS OF
PURCHASE ORDER AGREEMENTS**

- (1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the date(s) and time(s) specified. In the event Seller fails to make timely shipment, Buyer shall have the right to purchase elsewhere, and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse Town for any additional charges incurred.
- (2) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.
- (3) Calculations for invoice payment will be calculated from date Town receives the invoice.
- (4) All packages MUST BEAR THE TOWN'S PURCHASE ORDER NUMBER on the shipping label.
- (5) The risk of loss, injury or destruction, regardless of the cause shall be borne by the seller until delivery of goods to the specified destination, and Inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense.
- (6) Title of goods shall pass to Buyer upon acceptance.
- (7) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:
 - (a) Conform in all respect to the description and specifications contained in this Purchase Order;
 - (b) Be merchantable and fit for the ordinary purposes for which such goods are used or Intended to be used;
 - (c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
 - (d) be free from any security interests, liens or encumbrances; Seller warrants that it has good and marketable title to the goods delivered hereunder;
 - (e) Comply with the requirements of all applicable federal state and municipal laws, rules and regulations;
 - (f) Not infringe upon or violate any copyrights or patent rights.

No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.

- (8) Seller shall indemnify and hold harmless Buyer for all damages, losses and liabilities arising out of the operations of Seller pursuant to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defect existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or provision of the goods and/or services under this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.
- (9) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.
- (10) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.
- (11) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator, 210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.
- (12) This Purchase Order shall be governed and construed according to the laws of the State of Florida.
- (13) This Purchase Order contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller.
- (14) Any Shipment made in accordance with this Purchase Order constitutes an acceptance of the foregoing conditions.
- (15) **EXCISE AND SALES TAXES:** The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.
- (16) **Non-Appropriation of Funds:** It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Town's obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.
- (17) Vendor shall submit a certificate of insurance when required, listing the Town of Jupiter listed as "Additional Insured" for General and Automotive liability. Commercial General Liability coverage limits of \$1,000,000 per occurrence combined single limit. Vendor shall also submit if requested by the Town, proof of Workers Comp insurance with limits as required by statute.

PROPOSAL

4/16/2024	<u>Billing Address</u>	<u>Service Address</u>
HVAC CNT Replacement	Jupiter Community Center 210 Military Tril Jupiter Fl 33458	Jupiter Community Center 210 Military Tril Jupiter Fl 33458

Precision Air Systems, Inc. will furnish all labor to perform the following.
 service(s):

- ❖ Job was Quote form job site blueprints and Sequence of operation supplied by
 Town of Jupiter
- Disconnect and Remove 24 VAV's Controls.
- Supply and install Honeywell 24 Vav's Spyder 7 BACnet IP Controls
- Supply and install 24 TC300 thermostats.
- Disconnect and remove 10 AHU/RTU controls.
- Supply and install 10 AHU/RTU Honeywell Optimizer Controller BACnet Over
 IP.
- Supply and install new Network Switch as Needed
- Supply and install 36 Supply air sensors.
- install Duct static Pressure Sensor.
- Supply and install Chiller Plant and Pump Controller.
- Supply and install new well Temperature sensor.
- Program All VAV AHU/RTU and Chiller Plant Controllers
- Check operation and Commission Site

Total Price: \$113,500.00

<u>Notes:</u>	<u>Exclusion:</u> ➤ Running new BACnet 18/2 Shielded Comm Wire. ➤ Engineering & mechanical Equipment Replacement Or upgrades ➤ Existing Jace8000 not covered under warranty. <u>By Customer:</u> ➤ Network address, ports, and Remote access by customer I.T. <u>Warranty:</u> ➤ 90 days on labor and Programing ➤ 1 year on controller and thermostat <u>Notes:</u> ➤ Currently parts are in stock and are 7-10 days out (If parts can be expedited for shorter lead-time, we will do that) after parts are received and checked in 30 business days to substantial completion of project, meaning a working control system except for minor punch list/tuning items.
<u>General Conditions:</u> 1. Proposal based on regular working hours of Monday-Friday from 8:00 am – 4:30 pm 2. Proposal valid for 30 days	
<u>Payment Terms:</u> Due upon job completion	

If you should have any questions concerning this proposal or if we may be of any further assistance, please do not hesitate to contact us at 561-791-3980.

Proposal provided by:

Eric Christensen Controls Manager

Proposal and terms accepted by:

Signature

Print Name, Title

Date

PO #

TOWN OF JUPITER
Approval of EPW 2024-19, ACP Clay Tennis Court Fence Replacement



DATE	July 16, 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 90-24 for the award of EPW 2024-19, ACP Clay Tennis Court Fence Replacement to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed \$249,300.00

EXECUTIVE SUMMARY

Town staff is providing Resolution 90-24 for consideration by Town Council for approval of the award of Contract EPW 2024-19, ACP Clay Tennis Court Fence Replacement to E&F Florida Enterprises Inc. DBA Creative Contracting (Creative Contracting) in an amount not to exceed \$249,300.00.

The project construction scope consists of but is not limited to replacement of the ten-foot-tall clay tennis court fence located at Abacoa Community Park.

On June 11, 2024 two (2) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Creative Contracting is the lowest, most responsive, and responsible bidder with a total bid amount of \$249,300.00.

Creative Contracting has previously performed other projects for the Town that include the asphalt, curbing, parking lot repairs, and renovations to various buildings for the Town. Creative Contracting has provided satisfactory quality work, completed projects in a timely manner, and without any unjust claims or disputes. Additionally, Town staff has also contacted references provided by Creative Contracting and received positive feedback on the quality of their work and the timely completion of their projects.

The contract is an Engineering Division standard letter contract template that has previously been reviewed and approved by the Town Attorney.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy. Town staff is providing Resolution 90-24 for consideration by Town Council for approval of the award of Contract EPW 2024-19, ACP Clay Tennis Court Fence Replacement to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed \$249,300.00.

In the event the Town Council approves Resolution 90-24, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Unique, Small Town Feel
- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 90-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

Approved in Budget	\$249,300.00	Sources:Parks Restoration 31032572-546005-R1301
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

RESOLUTION NO. 90-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2024-19, ACP CLAY TENNIS COURT FENCE REPAIRS TO E&F FLORIDA ENTERPRISES INC. DBA CREATIVE CONTRACTING GROUP IN AN AMOUNT NOT TO EXCEED \$249,300.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT 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's Engineering and Public Works Department solicited bids for the project EPW 2024-19, ACP Clay Tennis Court Fence Repairs; and

WHEREAS, the scope of work for the ACP Clay Tennis Court Fence Repairs consists of but is not limited to clay tennis court fence replacement; and

WHEREAS, based on the Town staff's analysis of the bids, Town Council has determined that E&F Florida Enterprises Inc. DBA Creative Contracting Group is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-19 in an amount not to exceed \$249,300.00 to E&F Florida Enterprises Inc. DBA Creative Contracting Group; and

WHEREAS, the Town Community Investment Program has sufficient funds to award 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 Mayor is hereby authorized to execute the contract with E&F Florida Enterprises Inc. DBA Creative Contracting Group in an amount not to exceed \$249,300.00.

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

Bid Opening Date: June 11, 2024
Bid Opening Time: 2:00 PM

BID TABULATION

ACP CLAY TENNIS COURT FENCE REPAIRS

EPW 2024-19

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
E&F Florida Enterprises, Inc. 3141 Fortune Way S-16 Wellington, FL 33414	\$249,300.00	\$249,300.00	5% Westfield Insurance Company
Eastern Harbour Group Inc. 2642 W 79 Street Hialeah, FL 33016	\$260,944.15	\$260,943.89	5% The Ohio Casualty Insurance Company



July 16, 2024

Lisa Addis
E&F Florida Enterprises Inc. DBA Creative Contracting Group
3141 Fortune Way S-16
Wellington, FL 33414

Re: EPW 2024-19 ABACOA COMMUNITY PARK CLAY TENNIS COURT FENCE REPLACEMENT

Ms. Addis:

In accordance with your firm's proposal dated June 11th, 2024, as amended by this letter and in accordance with the Scope of Work (Exhibit 1 attached), upon execution of this Letter Contract you are authorized to proceed with Abacoa Community Park Clay Tennis Court Fence Replacement for the Fixed Not To Exceed Price of \$249,300.00 (Two Hundred Forty-Nine Thousand, Three Hundred Dollars and No Cents). The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with Paragraph 1.3 of the Contract Standard Terms and Conditions, the contract term for performance of the work has been established at 45 Calendar Days.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached, as well as the Town of Jupiter Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's form and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.24, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy of this letter contract with proof of insurance, as indicated above, to this office. Please mail the signed original to this office. You are required to obtain a Town of Jupiter Permit, if applicable, as well as a Town Business Registration prior to the start of work. All correspondence, including invoices, shall reference Contract EPW 2024-19. Your cooperation is appreciated.

Please see the attachment signature page for your firm's execution. If you have questions, please contact us.

Sincerely,

Thomas Hernandez P.E.,
Director of Engineering and Public Works

CONTACT EPW 2024-19

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 Letter Contract Standard Term and Conditions

- 1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with Exhibit 1, Scope of Work or Plans and Specifications.
- 1.2. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor or a Sign Contractor/Non-Electrical in the State of Florida, and also shall obtain a business tax receipt from the TOWN and Palm Beach County prior to commencing any work under the CONTRACT.
- 1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a change order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of Forty-Five (45) calendar days.
- 1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.
- 1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.
- 1.6. 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, \$100.00 (One Hundred dollars and Zero Cents), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 1.7. 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.
- 1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.
- 1.9. Perform all work to the satisfaction of the Director of Engineering or his Designee. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.
- 1.10. Changes made by the 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 Engineer and in accordance with the Contract Documents

- 1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability.
- 1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- 1.13. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- 1.14. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- 1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- 1.16. 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.
- 1.17. 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 or 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.
- 1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN
- 1.19. 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.
- 1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.
- 1.21. The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

- 1.22. The CONTRACTOR shall be responsible for all cutting and patching necessary for the installation of temporary or permanent materials, equipment and Incidentals. The CONTRACTOR shall schedule and sequence work to avoid cutting and patching permanent finished work. The CONTRACTOR shall not cut or patch permanent work without the prior written approval of the Engineer. The costs associated with any necessary cutting and patching are considered incidental to the work and will not be measured or paid for separately.
- 1.23. Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.
- 1.24. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a final waiver of lien on the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.
- 1.25. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.
- 1.26. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.
- 1.27. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.
- 1.28. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.
- 1.29. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is

otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.

- 1.30. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.
- 1.31. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.
- 1.32. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided in paragraph 1.30. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1910 and 1926, as applicable, and all subsequent revisions and updates.
- 1.33. 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.
- 1.34. 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
- 1.35. Audits: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach 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.
- 1.36. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process. Respondent(s) may, however contact any Town Council member. Town Council's Staff, or any employee authorized to act on behalf of the Town Council to award a particular contract, via written communication i.e., facsimile, email or U. S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.
- 1.37. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within

ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.

- 1.38. The CONTRACTOR may not employ, directly or indirectly, the mayor, any member of the Town Council or any director or department head of the Town. The Town Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the Town, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder or any business entity in which they have a controlling financial interest. Any affected Town employee may seek a conflict of interest opinion from the Town ethics officer prior to the submittal of a Bid or Proposal by the CONTRACTOR. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.
- 1.39. 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT (561) 741-2467, Kalib@jupiter.fl.us**

**Kali Beams, Engineering Administrative Assistant III
Town of Jupiter
210 Military Trail
Jupiter, FL 33458**

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

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

- 1.41. 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.
- 1.42. 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.

- 1.43. 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.
- 1.44. 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.
- 1.45. For convenience and to reduce reproduction costs, the Standard Conditions are printed on with a reduced text size. The Town will furnish a full-size reproduction upon request of the CONTRACTOR and at no cost to the CONTRACTOR.

END OF STANDARD TERMS AND CONDITIONS

TOWN OF JUPITER
Resolution 91-24, Contract EPW 2024-24, Town Hall – Phase II



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Director of Construction Services
SUBJECT	Resolution 91-24 for the award of contract EPW 2024-24, Town Hall Phase II to Persons Services Corp. in an amount not to exceed \$3,046,124.00

EXECUTIVE SUMMARY

The Town staff is providing Resolution 91-24 for consideration by Town Council for approval of the award of Contract EPW 2024-24, Town Hall - Phase II to Person Services Corp. for an amount not to exceed \$3,046,124.00.

The Town Attorney has reviewed Contract EPW 2024-24 and the bid documents and finds them to be in acceptable form.

This project consists of, but is not limited to, clearing, grubbing, site demolition, demolition of the old Town Hall buildings, site excavation, embankment improvements, paving/drainage improvements, sidewalk/curb construction, landscape/irrigation improvements, and the construction of a canopy and entrance feature for the new Town Hall located at 210 Military Trail, Jupiter Florida 33458 (the Project).

On June 18, 2024, at the bid opening for the subject project, one (1) bid was received. Town staff checked references and determined that Persons Services Corp. was a responsive company and a responsible bidder with a total bid amount of \$3,046,124.00. Persons Services Corp. has performed good quality work, completed projects in a timely manner without any unjust claims or disputes. Engineering Division staff have received positive feedback on the quality of their work and the timely completion of their projects.

ANALYSIS

Town staff reviewed the bid and conducted the solicitation process in accordance with the town's purchasing policy.

The Invitation to Bid document EPW 2024-24 included a "No Excuse Bonus" incentive for an early finish date of one hundred twenty (120) calendar days from the Notice to Proceed date, for an additional \$250,000.00. The intention of the "No Excuse Bonus" incentive for an early finish date was to complete the project prior to the Town's Centennial Celebration on February 8, 2025.

Persons Service Corp. confirmed via email that they have chosen not to implement the "No Excuse Bonus" incentive for an early finish date. Therefore, substantial completion of the project is expected within the Contract Term, Period of Performance, of One Hundred Eighty (180) calendar days from the written Notice to Proceed date from the Town. The contract value

of \$3,046,124.00 does not include the “No Excuse Bonus” incentive for an additional \$250,000.00.

The Contractor’s bid price was compared to the Town Engineer’s estimate and found to be above the Engineer’s estimate.

Included in the funding source are Town of Jupiter fees for building permits, engineering permits, engineering testing/inspections and utility irrigation connection. The total additional cost of permit fees is \$130,299, which will be paid by the Town of Jupiter:

Contract Fee:	Amount:
Persons Services Corp. Contract:	\$3,046,124
Building Permits:	\$ 12,251
Engineering permit/Testing & Inspections:	\$ 20,750
Utilities Connection & Meter Fees:	\$ 97,298
Total:	\$3,176,423

In the event the Town Council approves Resolution 91-24, the Mayor will be authorized to execute the contract on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 91-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

		Sources:
Approved in Budget:	\$1,329,921	2024 CIP Funding-Town Green
	\$605,102	Remaining Funding-TH Project
Transfer From:	\$74,813	TH Paving Fund
	\$20,000	CIP Sidewalk Funding
	\$121,009	TH Parking Lot Fund

Additional Funding Request:	\$297,417	Building Fund Balance
	\$123,069	Water Fund Balance
	\$605,091	General Fund Balance
Total:	\$3,176,423	

For more information or copies of the attachments, please contact Lilian Cain at 561-741-2379 or Lilianc@jupiter.fl.us.

RESOLUTION NO. 91-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2024-24, TOWN HALL PHASE II TO PERSONS SERVICES CORP. IN AN AMOUNT NOT TO EXCEED \$3,046,124.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT 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's Engineering and Public Works Department solicited bids for the EPW 2024-24, Town Hall – Phase II; and

WHEREAS, the scope of work for the Town Hall - Phase II includes, but is not limited to, clearing, grubbing, site demolition, demolition of the old Town Hall buildings, site excavation, embankment improvements, paving/drainage improvements, sidewalk/curb construction, landscape/irrigation improvements, and the construction of a canopy and entrance feature for the new Town Hall located at 210 Military Trail, Jupiter Florida 33458 (the Project).

WHEREAS, based on Town staff analysis of the bid, Town Council has determined that Persons Services Corp. is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-24 in an amount not to exceed \$3,046,124.00 to Persons Services Corp.

Reso. 91-24
Page 2 of 2

WHEREAS, the Town has 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 Mayor is hereby authorized to execute the contract with Persons Services Corp.in an amount not to exceed \$3,046,124.00.

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

BID TABULATION
TOWN HALL_PHASE II
EPW 2024-24
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Persons Services Corp. 1835 S Perimeter Road Fort Lauderdale, FL 33309	\$3,046,124.00	\$3,046,124.00

EPW 2024-24

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
PERSON SERVICES CORP.

THIS CONTRACT, made this 16th day of July, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Persons Services Corp., 1835 S. Perimeter Road Suite 175, Fort Lauderdale, Florida 33309 a Florida Corporation, FEID Number 63-1237523 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 June 18, 2024 for the Construction of Town Hall - Phase II, 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 2024-24 entitled Town Hall - Phase II, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall obtain a business tax receipt from the TOWN and Palm Beach County prior to commencing any work under the CONTRACT. In lieu of a Town and Palm Beach County issued Occupational License and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Occupational License 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 One Hundred Eighty (180) 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. 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, Seven Hundred Ninety-Four Dollars and No Cents (\$794.00), 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 Three Million, Forty-Six Thousand, One Hundred Twenty-Four Dollars and No Cents (\$3,046,124.00).
- 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 (Town Hall – Phase II EPW 2024-24) consisting of plans prepared by Song + Associates dated 02/09/2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, General Conditions, Town Standard Specifications, Town Standard Details, and FDOT Roadway and Traffic Standard Plans.
- 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 Roger Held Building Department 210 Military Trail Jupiter, FL 33458-5786
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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

Renewal of Collector Roadway Lighting Contract



DATE	July 16, 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 95-24 for the renewal for contract EPW 2022-27, Collector Roadway Lighting to The Lazarus Group, Inc. in an amount not to exceed \$295,931.60

EXECUTIVE SUMMARY

Town staff is providing Resolution 95-24 for consideration by Town Council for renewal of Contract EPW 2022-27, Collector Roadway Lighting to The Lazarus Group, Inc. (Lazarus Group) in an amount not to exceed \$295,931.60.

The project construction scope consists of labor to install underground/under pavement electrical conduit and electrical junction boxes along various roadways within the Town of Jupiter. This work supports future installation of street lighting by Florida Power and Light Company (FPL). Project materials are supplied by FPL.

On June 21, 2022, Town Council authorized the award of contract EPW 2022-27, Collector Roadway Lighting in the amount of \$275,230.00. The Contract terms allowed for two (2) additional one (1) year renewals, subject to satisfactory performance and mutual agreement.

On June 20, 2023, Town Council approved Resolution 75-23 for the renewal of Contract EPW 2022-27 via Supplemental Agreement No. 1 with The Lazarus Group, Inc. for an amount Not to Exceed of \$287,315.69.

The Contract is currently set to expire on July 18, 2024. Town staff is providing Supplemental Agreement No. 2 for the Contract renewal with Lazarus Group, for an additional one (1) year term in a revised not to exceed amount of \$295,931.60. Please note that the pay items for the Contract are being adjusted at a rate of 3.36%, as determined by the Bureau of Labor Statistics All Urban Consumers (CPI-U) provision listed within the renewal clause. However, the Indemnification and Contingency pay items will remain the same value.

This is a standard supplemental agreement to the Engineering Division's C1 contract template and this form has previously been approved by the Town Attorney.

The following is a summary of the revised Contract amount and funding:

Contract – Section A

Original Contract amount:	\$ 275,230.00
Renewal Adjustment – Supplemental Agreement No. 1	\$ 12,085.69
Revised Contract Amount	\$ 287,315.69
Renewal Adjustment – Supplemental Agreement No. 2	\$ 8,615.91
Revised Contract Amount	\$ 295,931.60

ANALYSIS

Supplemental Agreement No. 2 would provide approval of Contract EPW 2022-27, Collector Roadway Lighting, for the second and final renewal with The Lazarus Group Inc., for an additional one-year term.

Lazarus Group has provided a Letter of Intent to renew the contract; please see attached. Lazarus Group's service has provided satisfactory and they have been very responsive to the Engineering Division. Town staff has monitored the Lazarus Group's work under this Contract and they meet the requirements for renewal.

If Town Council approves Resolution 95-24 for the renewal of Contract EPW 2022-27, Collector Roadway Lighting via Supplemental Agreement No. 2 with The Lazarus Group, Inc. for an amount Not to Exceed of \$295,931.60, the Director of Engineering and Public Works will be authorized to execute Supplemental Agreement No. 2 on its behalf.

STRATEGIC PRIORITY

- Safety

ATTACHMENTS

1. Resolution 95-24
2. CIP Sheet
3. Supplemental Agreement #2
4. Letter of Intent

FUNDING SOURCE

Approved in Budget	\$295,931.60	Sources:Collector Roadway Lighting 31031041-563000 E0038
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

RESOLUTION NO. 95-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING THE RENEWAL
OF CONTRACT EPW 2022-27, COLLECTOR ROADWAY
LIGHTING IN JUPITER WITH THE LAZARUS GROUP, INC.
IN AN AMOUNT NOT TO EXCEED \$295,931.60.**

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 Lazarus Group, Inc. is the Town's existing/active Contractor for EPW 2022-27, Collector Roadway Lighting; and

WHEREAS, the Project consists of labor to install underground/under pavement electrical conduit and electrical junction boxes on along various roadways within the Town of Jupiter to support future installation of street lighting by Florida Power and Light Company; and

WHEREAS, the Contract is currently set to expire on July 18, 2024; and

WHEREAS, Town staff has found that Lazarus Group, Inc. has met the requirements for Contract renewal for an additional one (1) year Term; and

WHEREAS, the Town Council has determined that The Lazarus Group, Inc. is qualified to continue to provide the services sought by the Town pursuant to the Contract renewal clause; and

WHEREAS, the Town Council has determined that it should renew the contract via Supplemental Agreement No. 2 in an amount Not to Exceed for \$295,931.60 with The Lazarus Group, Inc.; and

WHEREAS, there are sufficient funds in the current fiscal year Community Investment Program budget in order to fund the Contract through the next Contract year.

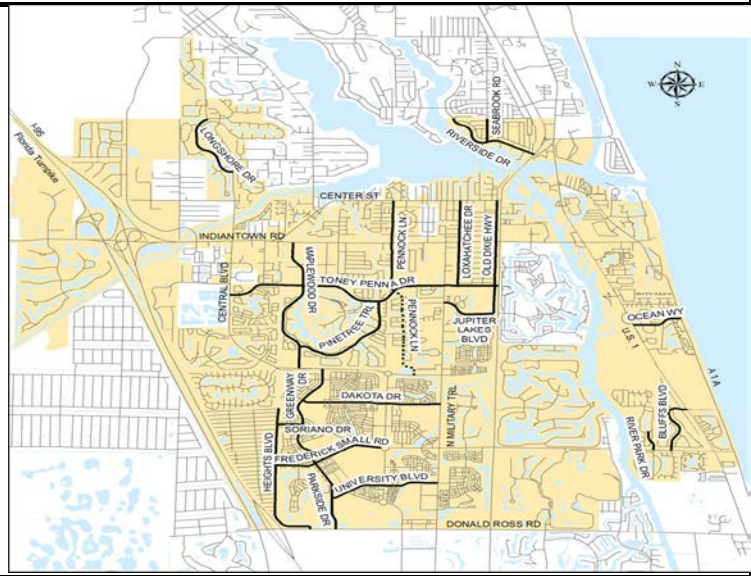
NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Town's Director of Engineering and Public Works is hereby authorized and directed to execute the Supplemental Agreement No. 2 with The Lazarus Group, Inc. in an amount not to exceed \$295,931.60.

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

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2023 - 2027

Strategic Priority : Safety	Department : Engineering Project No. : E0038
Project Name : Collector Roadway Lighting FPL Coach Option	Year(s) : 2015 - 2023 Projected In-Service Date : TBD
Project Description : Street light installation along the Town's collector roads; Maplewood Drive, Toney Penna Drive, Old Dixie Highway, Loxahatchee Drive, Pennock Lane, Bush Road, Riverside Drive, Seabrook Road, Longshore Drive, Jupiter Lakes Blvd, Ocean Way and Heights Boulevard. The lighting would be designed and installed by FPL with the Town installing the conduit and pull boxes. For collectors with existing lighting that is found sufficient during design, no additional lighting will be installed, but if insufficient, the existing lighting would be enhanced as needed.	
Link to Strategic Plan : Traffic, road safety, bikes, pedestrians, parking lots, speed limits	
Need, Justification, Benefits : This program will improve vehicular, pedestrian and bicycle safety on the town's more heavily traveled roadways. With increased vehicular, pedestrian and bicycle traffic, lighting a roadway helps to improve visibility and safety during hours of darkness. Implementation over three years, beginning in FY 2016.	
Location & Area Map	Project Photo
	
Comments : A recent study by FDOT in District Four showed a significant correlation between lighting conditions: Likelihood of a fatal crash is 13 times greater in dark conditions with no street light than in daylight. Likelihood of a fatal crash is 6 times greater in dark conditions with street lights than in daylight. The budget was increased with the FY 2017 budget cycle to reflect the installation of LED fixtures. This was in response to comments to provide more energy efficient fixtures in the Town.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2023 - 2027

Project Name :	Collector Roadway Lighting						Project No.	E0038
Strategic Priority :	Safety							
Department :	Engineering & Public Works							
Project Budget : Land acquisition Planning / Design Engineering Construction Equipment Other Total Budget Funding Sources : General revenues Impact fees Grant revenues Stormwater Water R & R funds Fund balance Total Revenues Operating : Personnel Operating Capital Other Total Operating	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
								\$ -
								\$ -
								\$ -
	\$ 1,183,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,183,991
								\$ -
								\$ -
	\$ 1,183,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,183,991
	\$ 1,058,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,058,991
	\$ 125,000							\$ 125,000
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	\$ 1,183,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,183,991
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PREVIOUS YEARS FINANCIAL ACTIVITY

	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$ 1,183,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,183,991
Amount Expended	\$ 315,618	\$ 5,051	\$ 182,054	\$ 169,681	\$ 33,401	\$ 23,510	\$ 729,314
	7/2/2024						Balance \$ 454,677

**TOWN OF JUPITER
CONTRACT CONTINGENCY SUPPLEMENTAL AGREEMENT NO. 2**

Contract No: EPW 2022-27

Date: July 3, 2024

This agreement entered into on, July 3, 2024, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and The Lazarus Group, Inc. (Contractor) and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated June 21, 2022, for the construction or improvement of Collector Roadway Lighting, assigned the contract number shown above, in Jupiter, Florida.

1. Renew the Contract Term (Second and Final Renewal) for an additional 365 calendar days and adjust total contract amount and unit prices in accordance with the Consumer Price Index for All Urban Consumers; see Exhibit 1.
2. The quantities to be paid shall be determined as provided in the Contract Documents. The quantities so determined shall be paid at the unit price stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days: **Three Hundred Sixty Five (365) Days**

Contract Amount	\$287,315.69
Renewal Adjustment – Supplemental Agreement No. 2	<u>\$ 8,615.91</u>
Revised Contract Amount	\$295,931.60

Approved By:

Contractor

Printed Name: _____

Date: _____

Approved By:

Surety

Printed Name: _____

Date: _____

Approved By:

Town of Jupiter

Printed Name: _____

Date: _____

Exhibit 1

1. The original contract term was three hundred sixty-five (365) calendar days. In accordance with Subarticle 19.3 of the Instruction to Bidders, the Town renewed the Contract Term for an additional year, commencing on July 19, 2023 and terminating on July 18, 2024.
2. The Town will renew the Contract Term for a second additional year, commencing on July 19, 2024 and terminating on July 18, 2025.
3. As a result of a request from the Contractor, the Town shall adjust total contract amount and the Contract unit prices with a 3.36% increase. The Contract Unit Prices shall be adjusted by a rate of 3.36% in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index for All Urban Consumers as per the renewal clause of the Contract; see adjusted Contract value and unit prices in tables below.

Adjusted Total Contract Value

Description	Contract Amount		
	Original Term (July 18, 2022 - July 18, 2023)	First Renewal (July 19, 2023 - July 18, 2024)	Second Renewal (July 19, 2024 - July 18, 2025)
Contract Amount	\$275,230.00	\$275,230.00	\$287,315.69
CPI-U All Urban, 4.93%	N/A	\$12,085.69	N/A
CPI-U All Urban, 3.36%	N/A	N/A	\$8,615.91
Total	\$275,230.00	\$287,315.69	\$295,931.60

Adjusted Unit Price Amount

Item	Description	Unit	Original Contract Unit Price	Adjusted Unit Price	Adjusted Unit Price
				(CPI-U - 4.93%)	(CPI-U - 3.36%)
1	Indemnification	LS	\$100.00	\$100.00	\$100.00
630-2G	Install Only 2" Conduit Underground	LF	\$7.45	\$7.82	\$8.08
630-2P	Install Only 2" Conduit Underpavement	LF	\$14.05	\$14.74	\$15.23
635-1	Install Only Small Pull and Junction Boxes (17" x 24")	EA	\$44.00	\$46.17	\$47.72
635-2	Install Only Large Pull and Junction Boxes (17" x 24")	EA	\$137.50	\$144.28	\$149.12
1000-1	Contingency	LS	\$30,000.00	\$30,000.00	\$30,000.00
	Contingency work determined in accordance with Sub-Article 3.2.2 of the Contract and as directed by the Engineer.				

THE LAZARUS GROUP, INC
1239 SW 34TH STREET
PALM CITY, FL 34990
OFFICE: 772-288-2326 FAX: 772-781-7883
LIC#'S: U17170/CFC1427887
CUC1224718
EMAIL: lazarusgroup2000@yahoo.com

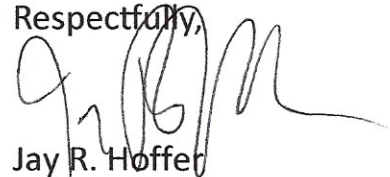
June 2, 2024

Re: Collector Roadway Lighting EPW 2022-27

Scott,

The Lazarus Group, Inc. wishes to request a 1 year renewal for the referenced contract in accordance with Article 19.3 of the Instructions to Bidders based on the U.S. Bureau of Labor Statics Consumer Price Index for All Urban Consumers (CPI-U) to adjust the total contract amount and the unit prices 3.36% for inflation.

Respectfully,



Jay R. Hoffer
The Lazarus Group, Inc.
President

TOWN OF JUPITER
Work Order 32 with Kimley-Horn for Design of Crosswalk Flashing Beacons



DATE	July 16, 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 96-24 for the authorization of Work Order No. 32 to Kimley-Horn and Associates, Inc. for the design of crosswalk flashing beacons in an amount not to exceed \$96,814.10

EXECUTIVE SUMMARY

Town staff is providing Resolution 96-24 for consideration by Town Council for the approval of Work Order No. 32 to EPW 2016-12A with Kimley-Horn and Associates, Inc. (Kimley-Horn) in an amount not to exceed \$96,814.10 for the Crosswalk flashing beacon installation.

Work Order No. 32 scope of work consists of but not limited to design and construction phase administration services for the construction of Rectangular Rapid Flashing Beacon assemblies at ten existing crosswalks along Palmfield Way, University Boulevard, Toney Penna Drive, Main Street, Maplewood Drive and Pinetree Trail, Greenway Drive, South Loxahatchee Drive at Officer Bruce St. Laurent Park, Central Boulevard and Longshore Drive, South Old Dixie Highway, South Loxahatchee Drive and 6th Street.

If approved, Work Order No. 32 would fall under the terms of an existing Contract which was previously reviewed for legal sufficiency by the Town Attorney.

For reference, there are two other crosswalk locations which will be completed prior to school starting in August. The locations are Dakota Drive in front of Lighthouse Elementary and South Loxahatchee Drive in front of Jupiter Elementary. The Engineering Division staff has already issued purchase orders for the sign materials and sign installation. The Engineering Division has also authorized a work order for sidewalk modifications required on Dakota Drive.

The ten other crosswalks which will be designed as a part of this work order are anticipated to be completed by the end of the calendar year. The Engineering Division has already contacted Florida Power and Light Company to begin coordination for the locations which require electrical services.

ANALYSIS

Kimley-Horn was awarded a continuing services contract, EPW 2016-12A, 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 Kimley-Horn and its subconsultants can provide the necessary professional services for Work Order No. 32.

The Engineering Division budgeted and allotted staff time for the installation of two to three

crosswalk locations as a part of the Town's Strategic Plan item from 2024. Given ten additional crosswalks were not included in the fiscal year 2024 budget, authorizing Resolution 96-24 will direct the transfer of \$400,000.00 to support the project costs.

In the event the Town Council approves Resolution 96-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution 96-24
2. Draft Work Order

FUNDING SOURCE

Approved in Budget	\$	Sources:
Additional Funding Requested	\$400,000.00	Sources: General Fund Balance

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 96-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE WORK ORDER No. 32 UNDER EPW 2016-12A WITH KIMLEY HORN AND ASSOCIATES, INC. FOR CROSSWALK FLASHING BEACONS IN AN AMOUNT NOT TO EXCEED \$96,814.10.

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 Kimley Horn and Associates, Inc. is the Town's existing/active Continuing Service provider for EPW 2016-12A, General Engineering Consultant; and

WHEREAS, a significant number of pedestrian injuries and fatalities occur during roadway crossings, making pedestrian crossing safety a key policy issue in Vision Zero; and

WHEREAS, flashing beacons have been identified as one of the major countermeasures for improving pedestrian crossing safety; and

WHEREAS, the Town requested a proposal from Kimley-Horn Associates, Inc. for design and construction services for the installation of Rectangular Rapid Flashing Beacon assemblies at ten existing crosswalks within the Town; and

WHEREAS, Town Council has determined that Kimley-Horn Associates, Inc., can provide the necessary professional services for the aforementioned design and construction service work; and

WHEREAS, there are sufficient funds in the Town's budget in order to transfer sufficient funds to support the professional services and construction for this 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 Town's Director of Engineering and Public Works is hereby authorized and directed to execute the Work Order No. 32 with Kimley Horn and Associates, Inc. in an amount not to exceed \$96,814.10.

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



July 16, 2024

Mr. Kevin Schanen, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Ste. 200
West Palm Beach, FL 33411

**RE: CONTRACT EPW 2016-12A; WORK ORDER NO. 32
CROSSWALK BEACONS**

Dear Mr. Schanen:

In accordance with your proposal dated June 25, 2024 (attached), you are authorized to provide engineering services for Crosswalk Beacons as follows:

Design Services	\$60,221.68
<u>Construction Phase Services</u>	<u>\$36,592.42</u>
Total:	\$96,814.10

The work shall be performed as Work Order No. 32 to Contract EPW 2016-12A. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **Ninety-Six Thousand, Eight Hundred Fourteen Dollars and Ten Cents (\$96,814.10).**

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.

Authorized By Direction:

Thomas Hernandez, P.E.
Director of Engineering and Public Works

Kimley-Horn and Associates, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

**STATEMENT OF WORK
TOWN OF JUPITER
CROSSWALK BEACONS
JUNE 25, 2024**

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this agreement (the "Agreement") to the Town of Jupiter ("Town" or "the Client") for providing professional consulting services related to crosswalk flashing beacons. The project understanding, statement of work, project schedule, and compensation are below.

Project Understanding

The Town has requested design and construction phase services for the construction of rectangular rapid flashing beacon assemblies at the following existing crosswalks:

1. Palmfield Way, between Coco Lane and Via Rosina
2. University Boulevard, between Arpeicka Lane and Innovation Way
3. Toney Penna Drive, between Lakeside Drive and Lakewood Drive
4. Main Street, between University Boulevard and Avenue A
5. Maplewood Drive and Pinetree Trail, southern approach to intersection
6. Greenway Drive, between Parkside Drive and Grande Cull Way
7. S Loxahatchee Drive, between 8th Street and 7th Street
8. Central Boulevard and Longshore Drive, western approach to intersection
9. S Old Dixie Highway, between Jupiter Hospital and Toney Penna Drive
10. S Loxahatchee Drive and 6th Street, southern approach to intersection

It is understood that existing pavement marking will remain and not require any modification or additional marking. Existing signing will remain unchanged to the extent possible, except for the removal of existing signage that is replaced by, or conflicts with, the new assemblies. No new signage beyond those on the new assemblies is included.

The Town desires to use solar-powered assemblies. However, some of the crosswalks have tree canopies that prevent an unobstructed view of the sun. New electric services will be required for those crosswalks. Two of the crosswalks have tree canopies that obstruct the view of the sun on one side of the crosswalk. The Town has requested that the solar panel on the unobstructed side of the crosswalk be used to power both assemblies. If it is determined that the quantity/size of the panels exceeds the assumptions of the FDOT standards, additional structural engineering may be required. Those services can be provided as additional services.

It is understood that engineering and electrical permits will be applied for by the Town's contractor before construction begins. If it is determined that any other permitting is required, possibly by the authority having jurisdiction over the right-of-way of intersections near the new assemblies, those services can be provided as additional services.

Statement of Work

Based on our project understanding, we offer the scope of services described below.

Design Services

Kimley-Horn will conduct a kickoff meeting with Town staff. We will visit the project sites. A design ticket will be called into Sunshine 811 and available utility record information will be obtained. Aerial photography will be used to create base maps of the immediate areas of each of the crosswalks. Existing utilities will be approximately identified on the base maps. The Town's contractor will be responsible for verifying the actual locations of existing utilities prior to construction. No boundary, topographical, or right-of-way surveying is included. FDOT Rectangular Rapid Flashing Beacon Assembly standards will be utilized for foundation and pole sizing. No geotechnical or structural engineering for customized assemblies is included.

Kimley-Horn will coordinate new electric services for up to 4 (four) of the crosswalks with the electric utility provider. Existing transformers will be used as service points wherever possible, though installation of new transformers may be required. Meters will be post mounted along with a disconnect to serve the assemblies. FDOT standards for service point details and electric power service will be used as necessary. Any fees charged by the electric utility provider will be paid directly by the Town.

Kimley-Horn will perform a photometric existing conditions analysis at each of the crosswalks in the lighting design software AGi32. The analysis will evaluate each crosswalk's photometrics using as-built plans provided by the Town of Jupiter and/or field investigation. This task includes one day-time field visit to review/identify existing fixtures. Nighttime field visits and/or field measurements of existing lighting conditions using a photometer can be provided as an additional service. Photometric plans will be developed to illustrate the results of the existing conditions analysis at each crosswalk. Results of the existing conditions photometric analyses will be documented in a Lighting Design Analysis Report. New light pole design, voltage drop calculations, alternative fixture analysis, and roadway segment lighting analyses are not included as part of this task but can be provided as additional services.

Kimley-Horn will prepare Construction Plans suitable for bidding by the Town. General notes and specifications will be contained on the plans. No separate technical specification documents will be provided. The plans will be provided to the Town for review. We will respond to one round of comments and make any necessary revisions. The development of opinions of probable construction cost or bid forms are not included in this scope but can be provided upon request as additional services.

Kimley-Horn will attend a pre-bid meeting and respond to any technical requests-for-information during the bidding process. It is understood that the Town will administer the contractor procurement process.

Construction Phase Services

Kimley-Horn will perform the following services during the anticipated 2-month construction duration. A more detailed description of each of the services follows.

- Pre-Construction Meeting
- Site Visits and Construction Observation (up to 20)
- Construction Meetings (weekly, up to 8, virtual)
- Clarifications and Interpretations
- Change Orders
- Shop Drawings and Samples
- Applications for Payment (up to 3)
- Substantial Completion in Accordance with the Town's Contract Requirements
- Final Notice of Acceptability of the Work

The following is a more detailed description of the services that will be performed.

Pre-Construction Meeting. Kimley-Horn will conduct a Pre-Construction Meeting before the start of construction. The meeting will be recorded. The recording and written notes summarizing the meeting will be provided to the Town.

Site Visits and Construction Observation. Kimley-Horn will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the Town informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Construction Meetings. Kimley-Horn will attend construction meetings virtually. The meetings will be recorded. The recordings and written notes summarizing the meetings will be provided to the Town.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to Town that Contractor's work be disapproved and rejected while it is in progress if Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. All Change Orders shall be reviewed/approved by the Town prior to authorization.

Shop Drawings and Samples. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents. All substitutions shall be reviewed/approved by the Town prior to authorization.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests. The Town shall contract with a qualified testing firm, pay for the testing, and provide the results to Kimley-Horn.

Disputes between Town and Contractor. Kimley-Horn will, if requested by Town, render written decision on all claims of Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to Town or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observation and on review of applications for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid. Recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections

Substantial Completion. When requested by Contractor and Town, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. For the purpose of this project, substantial completion shall be defined by the Town's contract requirements: The point in the project where the Contractor has completed 95% of the contract as a percentage of the original contract including the value of any approved supplemental agreements, and with the exception of punch list work, the project is ready for the Town's occupancy and use.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor.

Record Drawings. Kimley-Horn will review record drawing prepared by the Contractor showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Assumptions/Clarifications

Additional Services

Any services not specifically provided for in the above Statement of Work will be considered additional services and can be performed on a lump sum basis in accordance with our contract with the Town upon authorization of future proposals.

Information and Services Provided by Client

The Town shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the project sites
- Available record information

Kimley-Horn shall be entitled to rely on the completeness and accuracy of any information provided by the Town in the performance of professional services.

Project Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually-agreed-upon schedule. Design Services can be completed within 3 months of issuance of a Work Order. Coordination of the new electric services with the electric service provider may exceed the Design Services timeframe. It is anticipated that construction will be completed in 2 months. The fee for Construction Phase Services is based on this duration. Construction phase services performed beyond this duration will be considered additional services.

Compensation

Kimley-Horn will perform our services in the above Statement of Work for the lump sum fees listed below. All application, permitting, and similar project fees will be paid for directly by the Town.

Design Services	\$60,221.68
Construction Phase Services	\$36,592.42

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.

Closure

In addition to the matters set forth herein, our work shall be subject to, and only to, the terms and conditions set forth in the Contract between the Town of Jupiter and Kimley-Horn and Associates (EPW 2016-12A) which are incorporated by reference. As used in the Contract, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Town" shall refer to The Town of Jupiter.

If you concur in all the foregoing and wish to direct us to proceed with the services, please issue a Work Order in accordance with the Contract.

We appreciate the opportunity to provide these services to you! Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President / Principal



Brett Johnson, P.E.
Project Manager

Attachment

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Crosswalk Beacons											
CLIENT:	Town of Jupiter											
ESTIMATOR:	BAJ 06/25/24											
DESCRIPTION:	DIRECT LABOR (HOURS)											
See Statement of Work	QC Manager	Proj. Manager	Sr. Traf. Eng.	Sr. Engineer	Sr. Proj. Eng.	Proj. Eng.	Analyst	Sr. Const.	Sr. Admin.	SUB	EXP	LINE TOTAL
Design Services												
Kickoff Meeting		4.0				8.0			2.0			\$1,990.08
Utility Record Information		5.0				10.0			5.0			\$2,692.80
Electric Service Coordination		8.0		16.0		64.0						\$11,826.56
Lighting Analysis				30.0		80.0			5.0			\$14,632.40
Base Mapping		3.0				15.0						\$2,364.48
Construction Plans												
Cover Sheet						3.0						\$331.68
General Notes		3.0				6.0						\$1,369.44
Key Sheet		2.0				4.0						\$912.96
Crosswalk Plan (5 sheets)		15.0				60.0						\$10,164.00
Construction Details		6.0				12.0						\$2,738.88
Electrical Details		4.0		4.0		36.0						\$5,638.56
Comment Response		4.0				8.0						\$1,825.92
Pre-Bid Meeting		4.0				4.0			1.0			\$1,465.76
Bidding Requests-for-Information		4.0				12.0						\$2,268.16
Construction Phase Services												
Pre-Construction Meeting		4.0				8.0			2.0			\$1,990.08
Site Visits and Construction Observation (up to 20)		8.0				8.0		60.0	8.0			\$10,560.40
Construction Meetings (weekly, up to 8 VIRTUAL)		12.0				24.0						\$5,477.76
Clarifications and Interpretations		6.0		6.0		12.0						\$3,814.32
Change Orders		3.0				6.0						\$1,369.44
Shop Drawing and Samples		4.0				8.0						\$1,825.92
Applications for Payment (up to 3)		3.0				12.0		15.0	2.0			\$3,981.06
Substantial Completion in Accordance with the Town's Contract Requirements		8.0				12.0		8.0	2.0			\$4,325.28
Final Notice of Acceptability of the Work		6.0				8.0		8.0				\$3,248.16
TOTAL HOURS	0.0	116.0	0.0	56.0	0.0	420.0	0.0	91.0	27.0	\$0.00	\$0.00	
LABOR (\$/HOUR)	\$251.28	\$235.36	\$193.48	\$179.24	\$161.65	\$110.56	\$106.37	\$118.94	\$82.08	1.075	1.0	
TOTALS	\$0.00	\$27,301.76	\$0.00	\$10,037.44	\$0.00	\$46,435.20	\$0.00	\$10,823.54	\$2,216.16	\$0.00	\$0.00	\$96,814.10

TOWN OF JUPITER
Jupiter Fire Rescue Department Cinquez Station



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Resolution 78-24, Jupiter Fire Rescue Department, Cinquez Station</u> – Special Exception and Site Plan applications for a two story Fire Station and associated improvements.

EXECUTIVE SUMMARY

Consideration of Special Exception and Site Plan applications for a two story Fire Station and associated improvements on 3.0 acres of property, located at 2197 W. Indiantown Road.

ANALYSIS

The subject property was selected by the Town Council as the site for the western fire station at the May 21, 2024 Town Council meeting. At the meeting, residents made comments related to the concept plan that was shown during the presentation, including: a desire to maintain the existing tree and open space within the park; concerns with traffic and safety on Indiantown Road; response time conflicts with parking along the exit aprons; construction impacts; noise from the trucks in proximity to residents and the dog park; and, impacts to the dog park size.

The site plan was modified after being further evaluated by staff and the consultant to ensure resident and Town Council desires were incorporated to minimize their concerns to the extent feasible. In general, the site plan was amended to shift the station to the southwest corner of the property abutting the Indiantown Road commercial corridor.

Staff has made numerous recent parking observations and reviewed historical aerials. While parking is being reduced from 67 spaces to 57 spaces in the proposed plans (not including an additional 23 spaces associated with the fire station), the highest demand observed was only 32 spaces (56 percent of provided parking). Furthermore, the parking that is being constructed continues to be proximate to the uses on the property. While it has been determined that adequate parking is proposed on the plans, should a future need arise, ten additional on-street parking spaces could be developed on site as further discussed in the staff report.

To address concerns related to traffic, a dynamic emergency traffic preemption system is proposed as a technological improvement to be implemented by the Jupiter Fire Rescue Department. This will allow the signals to be changed in advance of the emergency vehicle(s) entering intersections and multiple signals can be changed at once when needed. PBC Fire Rescue currently services calls that require passage along Indiantown Road and does not use such a system. As a result, PBCFR relies solely on lights and sirens to clear congested intersections.

Minor site plan adjustments have been conditioned for better traffic flow within the park, shifting

parallel spaces on the east-west drive to the south side to increase open field area as desired by residents, and the inclusion of pedestrian amenities. Additionally, a condition on architecture requiring more prominent entry features on the front and side corner elevations has been included. Lastly, minor conditions to provide a PBC Traffic approval letter, a water service agreement, and defining future monument sign limits have been included as further detailed in the staff report.

The Town Attorney has reviewed the attached Resolution and finds it to be in acceptable form.

PLANNING AND ZONING RECOMMENDATION:

This item is scheduled for the July 9, 2024 Planning and Zoning Commission meeting. Staff will provide a memo to the Town Council on July 10, 2024, related to the Planning and Zoning Commission's recommendation for Town Council consideration.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 78-24
2. Staff Report and Attachments
3. Fire Station Overview Presentation
4. Applicant Presentation
5. Staff Presentation
6. PZ Commission Recommendation Memo

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Garret Watson at Garretw@jupiter.fl.us or 561-741-2549.

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13 **RESOLUTION NO. 78-24**

14
15 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**
16 **JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE**
17 **AND AN AMENDMENT TO THE SITE PLAN FOR CINQUEZ PARK**
18 **TO AUTHORIZE THE CONSTRUCTION OF A FIRE STATION AND**
19 **ASSOCIATED IMPROVEMENTS ON 3.0 ACRES OF PROPERTY,**
20 **LOCATED AT 2197 WEST INDIANTOWN ROAD; PROVIDING**
21 **FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE**
22 **DATE.**

23
24
25 **WHEREAS,** the Town of Jupiter is the owner (“the Owner”) of 3.0 acres of property
26 herein after referred to as the subject property (“the subject property”); and,

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

29 **WHEREAS,** the subject property’s address is 2197 West Indiantown Road; and,

30 **WHEREAS,** the Town Manager of the Town of Jupiter through WGI, Inc. (“the
31 Agent”) has submitted an application for a special exception use and to amend the site
32 plan previously approved for the subject property; and

33 **WHEREAS,** the amendment to the site plan is for purposes of including a fire
34 station and associated improvements on the subject property (“the Application”); and,

35 **WHEREAS,** the Town of Jupiter purchased the subject property in 2008 using
36 General Fund monies; and,

37 **WHEREAS**, the subject property has a future land use of Public / Institutional
38 and its zoning is Public Institutional (PI), which permits the development of public
39 institutional uses such as a fire station; and,

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

43 **WHEREAS**, the Town Council has conducted a quasi-judicial hearing to consider
44 the Application; and,

45 **WHEREAS**, at its hearing the Town Council considered the evidence presented
46 to it by the Planning and Zoning Department staff, the Agent, and other interested
47 parties and members of the public, regarding the Application's consistency with the
48 Town's Comprehensive Plan and whether the Application meets the Land Development
49 Regulations of the Town Code; and,

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

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

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

57 **Section 2.** The Town Council hereby approves a special exception use and an
58 amendment to the site plan for the subject property authorizing the construction of a fire
59 station and associated improvements on the subject property.

60 **Section 3.** The Owner and their successors or assigns shall comply with and
61 maintain the following conditions:

- 62 1) The Owner shall install and maintain all improvements in compliance with the
63 following:
- 64 a) Site Plan, prepared by WGI, Inc., referenced as “SP-1 and SP-2”, dated
65 06/28/24, received and dated by the Department of Planning and Zoning
66 on 06/28/24.
- 67 b) Landscape Plan, prepared by WGI, Inc., referenced as “LD-100, LD-101,
68 LD-200, LP-100, LP-101, LP-500, and LP-600”, dated 06/28/24, received
69 and dated by the Department of Planning and Zoning on 06/28/24.
- 70 c) Traffic Statement, prepared by WGI, Inc., dated 06/14/24, received and
71 dated by the Department of Planning and Zoning on 06/24/24.
- 72 d) Statement of Use, prepared by WGI, Inc., revised 06/28/24, received and
73 dated by the Department of Planning and Zoning on 06/28/24.
- 74 2) The uses conducted on the subject property shall be consistent with the
75 Statement of Use, revised 06/28/24, received and received by the Department of
76 Planning and Zoning on 06/28/24.
- 77 3) Any revisions to the site plan, Statement of Use, or other details submitted as
78 part of the Application, including but not limited to the location of the proposed
79 improvements or additional, revised, or deleted colors, materials, or structures, or
80 changes to how the use operates, shall be submitted to the Department of
81 Planning and Zoning and shall be subject to its review and approval.
- 82 4) **Site Plan.** Upon the submission of the final plans and prior to the issuance of any
83 development permits, the Agent shall revise the site plan to:
- 84 a) Evaluate the new internal intersection between the existing park access
85 road and proposed new east-west connection to Carver Avenue to

86 straighten out the curve south of the restroom building to flow better in the
87 east-west direction;

88 b) Relocate the northern parallel spaces on the east-west drive to the south
89 side of the driveway; and,

90 c) Provide one bike rack, one trash receptacle, and one bench on the
91 property.

92 5) **Architecture.** Upon the submission of the final plans and prior to the issuance of
93 any development permits, the Agent shall revise the front and side corner
94 elevations of the fire station, facing Indiantown Road and Carver Avenue
95 respectively, to include a more prominent entry feature that is in scale with the
96 façade.

97 6) **Traffic.** Prior to the issuance of any development permits, the Agent shall
98 provide the Town with the PBC Traffic approval letter.

99 7) **Water.** Within 60 days of site plan approval or prior to the issuance of
100 development permits, whichever occurs first, connection fees and an amendment
101 to water service agreement is due.

102 8) **Signage.** Any freestanding sign associated with the Fire Station shall have a
103 maximum height of 7 feet, unless it is constructed as part of a pedestrian
104 amenity, and shall be architecturally compatible with the building.

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

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

110 Attachments: Exhibit "A" – Legal Description

111 #5625626 v1 26503-00001

LEGAL DESCRIPTION:

A PORTION OF LOTS 24 THROUGH 31 AND 108 THROUGH 113, OF THE PLAT OF CINQUEZ PARK 2ND ADDITION, AS RECORDED IN PLAT BOOK 21, AT PAGE 20, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND SITUATE IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (ALSO KNOWN AS INDIANTOWN ROAD), BEING A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH AND SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93190-2505, AND THE EASTERLY RIGHT-OF-WAY LINE OF CARVER AVENUE, BEING A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY AND RECORDED ON SAID PLAT OF CINQUEZ PARK 2ND ADDITION; THENCE NORTH 00°46'09" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID CARVER AVENUE, FOR A DISTANCE OF 348.56 FEET; THENCE SOUTH 89°13'51" EAST, FOR A DISTANCE OF 350.00 FEET; THENCE SOUTH 00°46'09" WEST, FOR A DISTANCE OF 369.58 FEET TO A POINT ON THE SOUTHERLY LINE OF LOTS 109 THROUGH 112 OF SAID PLAT OF CINQUEZ PARK 2ND ADDITION; THENCE SOUTH 88°52'39" WEST, ALONG SAID SOUTHERLY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706, FOR A DISTANCE OF 190.21 FEET; THENCE SOUTH 88°04'39" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 50.58 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL BEARING OF SOUTH 04°50'23" WEST, A RADIUS OF 2,924.93 FEET, AND A CENTRAL ANGLE OF 01°43'01"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE, FOR AN ARC LENGTH OF 87.65 FEET; THENCE NORTH 40°40'27" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 33.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 130,661.0 SQUARE FEET OR 3.000 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF CARVER AVENUE, AS RECORDED IN PLAT BOOK 21, AT PAGE 20, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N00°46'09"E.

LEGEND:

ORB. = OFFICIAL RECORD BOOK
PG. = PAGE
PB = PLAT BOOK
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

Eric Matthews Digitally signed by Eric Matthews
Date: 2024.06.10 16:52:06 -04'00'

BY: _____ DATE: _____

ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

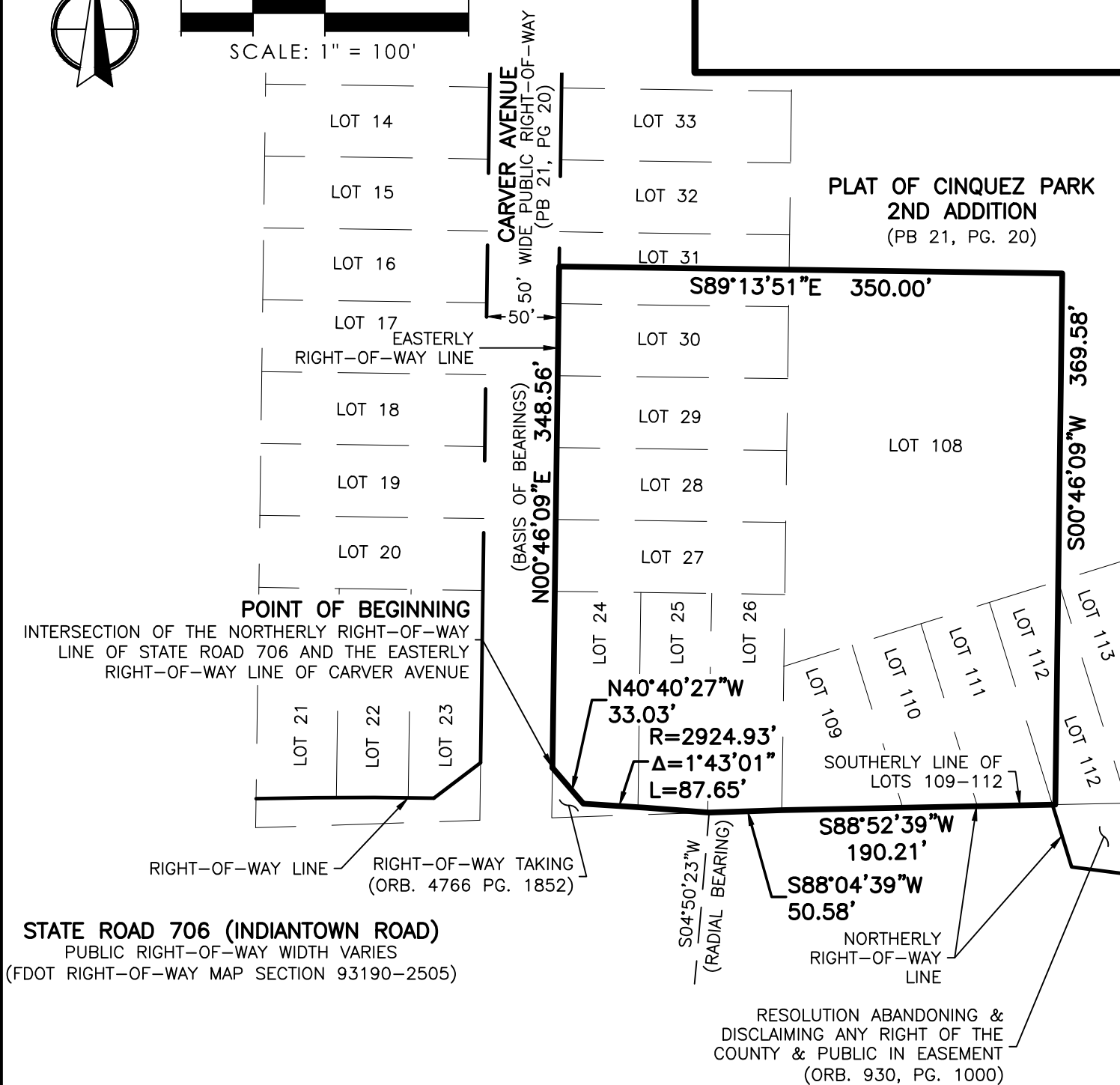
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: CINQUEZ PARK		TASK: LEGAL DESCRIPTION	
PREPARED BY:  2035 VISTA PARKWAY WEST PALM BEACH, FL 33411		PHONE NO. 561.687.2220 CERT NO. 33574 LB NO. 7055 CAD 220048-SV-3 AC S&D.DWG DRAWN/DESIGNED AS CHECKED/QC ERM JOB NO. 2200.48 DATE 06/10/24	
		SHEET: 1 of 2	



0 50 100 200

SCALE: 1" = 100'



(NOT A SURVEY—DESCRIPTION AND SKETCH ONLY)

PROJECT:

CINQUEZ PARK

TASK:

SKETCH

PREPARED BY:

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

CAD 220048-SV-3 AC S&D.DWG

DRAWN/DESIGNED

AS

CHECKED/QC

FRM

JOB NO.

2200.48

DATE _____

06/10/24

SHEET:

2 of 2

PHONE NO. 561.687.2
CERT NO. 33
LB NO. 7

W WGI.

2035 VISTA PARK
WEST PALM BEACH, FL 33411

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

**Town of Jupiter Staff Report for Jupiter Fire Rescue Department - Cinquez Station
TOWN MANAGER'S OFFICE**



DATE: July 2, 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: **Jupiter Fire Rescue Department, Cinquez Station** –
 Special Exception and Site Plan applications for a two
 story Fire Station and associated improvements on 3.0
 acres of property, located at 2197 W. Indiantown
 Road. (PZ 24-6062 and 24-6063)

Res. #78-24
 PZ 24-6062 & 6063
 G. Watson

P&Z Commission: 07/09/24
 Town Council: 07/16/24 (quasi-judicial)

Project Information

Project Name:	Town of Jupiter Fire Station - Cinquez Park
Owner/Applicant:	Town of Jupiter
Agent:	WGI, Inc.
Location:	Located on the northeast corner of Indiantown Road and Carver Avenue
Acreage:	3.0 ± acres
Future Land use (Current designation):	Recreation
Future Land use (Proposed designation):	Public / Institutional
Zoning:	Public Institutional (PI)
Existing uses:	Vacant with restroom building, driveway, on-street parking, and edge of western dog run
Proposed uses:	Fire station and associated improvements
Request:	Special Exception and Site Plan applications for a Fire Station and associated improvements (see Attachment A).

Staff Compliance Review Summary

The requested site plan amendment will be in compliance with the Town Code subject to the conditions in **Resolution No. 78-24** related to minor architectural modifications and the standard water service agreement.

Project Data

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

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Recreation (Cinquez Park)	Recreation / Public Institutional (PI)
South	Commercial (Walmart) and Vacant land (Billboard in Palm Beach County)	Commercial / Indiantown Road Overlay Zone (IOZ), Center Street/Maplewood Drive District with an underlying C-2, Commercial, General zoning district and Extra-jurisdictional / Unincorporated Palm Beach County Zoning
East	Recreation (Cinquez Park)	Recreation / Public Institutional (PI)
West	Commercial (Jupiter Eye Care) and Residential (Cinquez Park Neighborhood)	Commercial / Indiantown Road Overlay Zone (IOZ), Central Boulevard District with an underlying C-2, Commercial, General zoning district, and High Density Residential / Residential, Compact Single-Family (R-1A)

Table 2: Site Plan

	Public Institutional (PI) requirements [27-1297]	Owner's proposal
Lot width (minimum)	100 feet	350 feet
Lot depth (minimum)	100 feet	369.6 feet
Front setback (South)	50 feet	54 feet
Rear setback (North)	15 feet	223 feet
Side setback (East)	15 feet	187 feet
Side corner setback (West)	25 feet	51 feet
Lot coverage	40 percent	1.4 percent
Building Height (Maximum)	50 feet	34.5 feet

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	33	34
Foundation Perimeter Planting (Linear Feet)	170 LF	201 LF
Foundation Perimeter Planting (Square footage)	1,590 SF	3,494 SF
Native trees	50%	86%

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Pending ¹
New daily trips	75
New AM peak hour trips	7
New PM peak hour trips	7

Table 5: Parking for Fire Station

Parking requirements	Required	Provided
Standard Space	N/A ²	23
Handicapped parking spaces	1	1
Total		23

¹ A condition is included for it to be provided prior to the issuance of permits.

² Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the director of planning and zoning. The Fire Chief has provided information related to the number of spaces based on the number of employees and members of the public anticipated on site, while accounting for shift change overlap.

Table 6: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7: Pedestrian Amenities

Parking requirements	Required ³	Provided ⁴
Bicycle Rack	-n/a	0
Bench	-n/a	0
Trash receptacle	-n/a	0

Background

Date	Description
1964	A 3,000 square foot building was constructed for the West Jupiter Volunteer Fire Department and served West Jupiter including Cinquez Park, Limestone Creek and what is now known as Kennedy Estates.
2002	A 134,623 square foot Target store was proposed on the site; however, the project was never approved due to traffic level of service (LOS) issues.
2007	A 12,900 sf commercial retail building and a 3,820 sf bank building with a remote drive-thru teller to be known as Oak Point Plaza was proposed on 2.9 acres of the overall site (including the corner of Indiantown Road and Carver Avenue).
2008	The Town of Jupiter acquired 13.1 acres located north of Indiantown Road and Center Street and south of Tuscaloosa Street, between Yancy Avenue and Carver Avenue. Ten acres were purchased using Open Space bond funds and three acres were purchased using the General Fund.
2014	Site plan and special exception approval for a passive park, dog park, and future playground and food retail use (coffee/donut shop without drive thru)
2016	Future Land Use Map amended as part of the Evaluation and Appraisal Review from Commercial and High Density Residential to Recreation
2023	As part of the adopted 2023-2024 Strategic plan, the Town Council adopted the “Fire Rescue Strategy” Strategic Initiative to evaluate the alternatives for fire and EMS services and select and develop a plan for implementation

³ There is no requirement for pedestrian amenities for government facilities

⁴ Conditions have been included to require pedestrian amenities

The subject property was selected by the Town Council as the site for the western fire station at the May 21, 2024 Town Council meeting. At the meeting, residents voiced concerns related to the concept plan that was shown during the presentation (see conceptual plan on the right). During public comment, residents expressed a desire to maintain the ficus (referred to as a banyan) tree and open space within the park. In addition, residents had concerns with traffic and safety on Indiantown Road (see Traffic Section in Analysis below), response time conflicts with parking along the exit aprons, construction impacts, noise from the trucks in proximity to residents and the dog park, and impacts to the dog park size.



As a result of the desires and concerns raised at the meeting, modifications were evaluated by staff and the consultant. The site plan was modified to ensure resident and Town Council desires were made to minimize their concerns to the extent feasible. In general, the site plan was amended to shift the station to the southwest corner of the property abutting to the Indiantown Road commercial corridor in order to:

- Minimize the amount of property being used for the fire station;
- Minimize impacts to the westernmost dog run at the dog park and increase the size by approximately 3,500 square feet;
- Align the station with the adjacent commercial property (Jupiter Eye Care) at the northwest corner of Carver Ave and the Indiantown commercial corridor;
- Reduce noise impacts to the residential to the north and dog park to the east by moving the station further away to reduce construction nuisances and long-term operating noise;
- Move the proposed Fire Station exit drive on Carver Avenue 42 feet south from the existing driveway location (centerline to centerline) so that it aligns with the commercial property on the west side of Carver Avenue and eliminate parking on the exit drive to remove conflicts with exiting trucks;
- Shift the proposed park access driveway which connects to Carver Ave south to align with the multifamily parking lot driveway instead of a single-family home driveway;
- Preserve more of and enhance the large field north of the Ficus (Banyan) Tree;
- Create more separation between the primary park uses, especially near the dog park entry, and fire station/community room; and,
- Place the Fire Station in the same general location along the commercial corridor as the previously proposed food retail (coffee/donut shop) location from the site plan approved in 2014.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. Based on the uses proposed on the subject property, the request is consistent with the CLUP.

Permitted Uses. Pursuant to Section 27-1297, entitled “Use regulations”, Emergency and public safety service facilities, including ambulatory, police and fire stations are a special exception.

Site Plan. The proposed site plan is in conformance with the requirements of Chapter 27, entitled “Zoning” with the staff recommended conditions. As noted in the background section of the report above, the conceptual site plan layout included in the presentation as a potential design was developed further from the concept in response to the concerns raised by the public and Town Council. In general, the site plan shifts the fire station to front Indiantown Road in alignment with the commercial properties to the west to reduce the impacts to both the residents and users of the park. It is important to note that the plans place the building outside of the dripline of the existing ficus (commonly referred to as the banyan tree) on site and steps will be taken to ensure appropriate root barriers will be installed. Natural Resources staff has for years contracted experts to maintain the health of several Town Feature trees, including the existing ficus tree.

There are proposed off-site improvements not shown on the plans, including an Indiantown Road landscape median cut and emergency signalization at the Indiantown Road/Carver Avenue intersection to allow for eastbound turning movements, which are being included as part of the design and construction documents with further coordination from FDOT which have conceptually approved the design (see additional analysis under Traffic section below).

Since the May 21, 2024 Town Council meeting, staff has been made aware of other community desires that are not directly linked to the fire station, but include enhancements to the park. Those park enhancements include:

- Leveling the field to the north of the tree by lowering the sanitary sewer line, irrigating the field;
- Modifying the landscaping palette on south and west buffers and at the new entry driveway on Carver to mimic the Town’s Indiantown Road gateway features; and,
- Providing buffers (see Environmental Preservation and Landscaping section below).

The field improvements will be required as part of the design and construction documents for the fire station project. The landscaping improvements have been included in the proposed plans and will be carried over to design and construction documents.

Staff has also heard about Carver resident concerns related to the potential closure of the east-west park access road during construction. In order to address this concern, one of the first construction activities will be to construct the new park access road before the building construction commences. During construction, the new northern access roadway connecting to Carver is planned to be opened and operational, prior to the closing of the existing access road during construction of the fire station.

It is important to note that the concurrent Future Land Use Map amendment from Recreation to Public / Institutional does not prohibit future park improvements in the area should the Town Council decide to add park elements at a later time. In fact, any such active recreation use will need to be within the three acres of the subject property, since the remainder of the property only allows passive recreation uses.

Lastly, the plans require some minor adjustments and additions. The adjustments include a condition **to evaluate the new internal intersection between the existing park access road and proposed new east-west connection to Carver Avenue to straighten out the curve south of the restroom building to flow better in the east-west direction.** Furthermore, a condition **to relocate the northern parallel spaces on the east-west drive to the south side of the driveway** has been included in order to provide more open field area. Lastly, the plans do not include pedestrian amenities at the fire station, although they have already been provided throughout the existing park site. Staff has added a condition that **the agent shall revise the site plan to provide one bike rack, one trash receptacle and one bench on the property.**

Environmental Preservation and Landscaping. The proposed development is in conformance with the landscape and the environmental preservation requirements of the code. There is no required upland preserve on the three acre fire station site plan. The balance of the Cinquez Park property is being updated and improved to provide additional landscaping and buffers to enhance what is existing. The area that is proposed for the fire station has a mixture of existing Sabal Palms, young Slash Pines, and Live Oak trees. Based on the Tree Disposition Plan (Sheet LD-200), eight Live Oak trees will be removed and mitigated with 29 new trees that are a minimum of 12' in height. The Sabal Palms and juvenile Slash Pines are proposed to be relocated in Cinquez Park.

While the fire station property is located on Indiantown Road, it is not in the Indiantown Road Overlay Zoning (IOZ) District and therefore is not required to adhere to those specific landscape regulations. The proposed subject property abuts two different IOZ landscape theme areas: the formal palm tree theme (west) and the formal oak tree theme (south). The landscape plan for the fire station provides an opportunity to transition between the different themes and the open space, and the landscape plan was designed to provide the following:

- A native and tropical landscape palette that mimics the Town's gateway feature installed on Center Street and Indiantown Road that include clusters of Sabal, Royal Palms, Orange Geiger Tree, Firebush, Crinum Lily and Cocoplum;
- A more dense perimeter landscape buffer along Carver Avenue the entire frontage of Cinquez Park up to the existing church;
- A native landscape palette and design for the fire station area that blends into the natural open space property; and,
- Relocates all existing impacted palms and pines.

Parking. The proposed development is in conformance with Chapter 27, Article XI, Division 32, entitled "Parking Regulations". The Town Code does not provide a minimum number of parking spaces for Fire Stations or for park uses. Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the Director of Planning and Zoning. The Fire Chief has provided information related to the number of spaces based on the number of employees and members of the public accessing the community room anticipated on site, while accounting for shift change overlap. Staff is deferring the decision on the number of parking for the fire station to the Town Council, as is typical with public hearing items.

Based on reviewing parking demands through six recent site visits and from reviewing seven historical aerial images between 2019 and 2024, the park has more than sufficient parking beyond its routine needs. However, in light of the parking south of the restroom building being redesigned for the fire station, the design of the plans focused on:

- providing more improved spaces close to the dog park entry, where the greatest concentration of parking demand is consistently needed;

- maximizing the number of on-street spaces on Carver while still meeting the safe sight clearance code requirements;
- adding new on-street spaces close to Carver on the new east-west access roadway to replace those removed; and,
- establishing the parking for the fire station in a well delineated area south of the restroom building to serve the station and community room uses.

The table below outlines the parking provided within the park and the on-street spaces located on Carver Avenue and Yancy Avenue from existing to proposed.

Parking Location	Existing	Proposed	Net
Carver On - Street Parking Spaces	9 spaces	4 spaces	-5 spaces
Yancy On - Street Parking Spaces	10 spaces	10 spaces	No change
Park Access Road - On Street Parking Spaces	48 spaces	32 spaces	-16 spaces
Grass Parking lot immediately west of the dog park entrance (11 spaces chained off since opening of park)	0 spaces	11 spaces	+11 spaces
Total	67 spaces	57 spaces	-10 spaces
Fire Station/community room	-	23 spaces	+23 spaces

As shown in the table above, the site plan (not including the 23 fire station spaces added) reduces the total amount of parking by ten spaces that are available to the public within the property and those adjacent on-street. Staff has made several observations of parking demand at the park, primarily in the afternoons and evenings. Based on observations, the parking demand is significantly less than the 57 parking spaces for park purposes that would remain upon construction of the fire station. The average demand for parking in the park includes: nine on street spaces north of the stop sign at the dog park entry gate, eight on street spaces south of the stop sign in the area where the fire station is proposed, and two spaces on street on Carver Avenue. In the highest observed usage scenario, only 32 spaces in total were occupied, which is only 56 percent usage of the parking provided for the park uses. On average, the demand observed was less than half of what is provided on site today. The proposed plan provides parking in excess of the observed demand in the same or similar locations to the proximity of the use areas on the property.

While it has been determined that adequate parking is proposed on the plans that exceeds the recent parking demand observations and aerials dating back to the opening of the park, should a future need arise, ten additional on-street parking spaces could be developed on site.

Potential locations include:

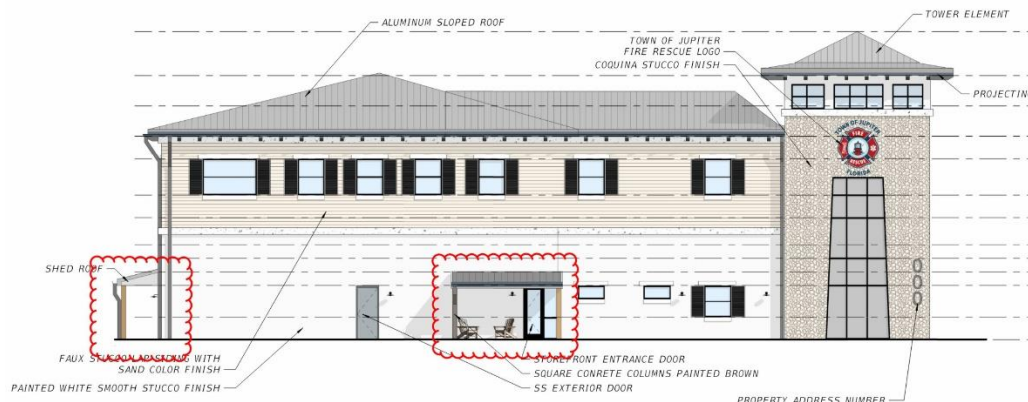
- Additional parallel spaces on the park access road connecting to Carver Avenue (approximately eight or nine spaces); and
- Additional parallel on street spaces east of the restroom building (approximately one or two spaces that exist today could possibly be left in place as long as they do not conflict with the sight lines).

It is important to note that while the parking is being reduced, the parking that is being constructed is more proximate to dog park entry by allowing access to the parking in the existing grass lot. Furthermore, there is a comparable amount of parking being provided near the area of the tree and open field to the north of the existing ficus tree. Lastly, the grass parking area to the north of the restroom building has always been chained (closed) since the park opened. While the proposed plan is to pave the parking lot, another option would be to open the stabilized grass lot as overflow parking to explore if the demand warrants it being paved at a later date, if

maintenance issues arise. This option is supported by recent site observations and would serve to keep more of the park pervious and green. There would be future flexibility to pave those spaces if they are heavily used in the future.

If the Town Council, supports maintaining the grass lot, the project design criteria can be amended to remove paving of the spaces.

Architecture. The proposed development will be in conformance with the Architectural and Community Appearance standards of the code with the condition of approval recommended. The building is compatible to other buildings in the surrounding area. The proposed 2-story fire station building is an Anglo-Caribbean architectural style with stucco on the ground floor and horizontal siding on the second floor. Other architectural details and pedestrian scale elements include a porch provided at the ground level facing Indiantown Road, a balcony on the second floor facing the park, a tower element with a double-pitched roof, and decorative shutters. While the property is not within the Indiantown Road Overlay Zoning (IOZ) District, the commercial buildings surrounding the proposed fire station must meet the requirements of the IOZ. To meet Section 27-2006 entitled “Supplemental criteria” of the Architectural and Community Appearance Standards and be consistent with other commercial buildings, staff has recommended a condition of approval that **the front and side corner elevations of the fire station include a more prominent entry feature that is in scale with the façade** as noted below:



While not a requirement, the building meets the design guidelines of the following:

- Center Street/Maplewood District design guidelines to include:
 - metal standing seam roof;
 - horizontal siding;
 - covered porches, trellises;
 - light building colors;
 - wood looking elements (e.g. brackets, railing, posts).
- Garage doors not facing Indiantown Road; and,
- Small pedestrian feature along Indiantown Road.

Traffic. The proposed application is subject to conformance with Palm Beach County (PBC) and the Town’s traffic performance standards. Staff is awaiting a PBC Traffic Performance Standard approval letter, which is anticipated to be approved since the number of trips falls well below the one percent threshold established in the PBC Unified Land Development Code. Staff has included a condition that **the TPS approval be provided before the issuance of permits.**

The proposed Fire Station is anticipated to produce 75 Average Daily Trips (ADT), 7 AM Peak Hour and 7 PM Peak Hour trips (See Attachment B). It is important to note that while the fire station represents a slight increase in traffic from what exists on site today, the station is being constructed on a portion of the property that was allocated for a future food retail use which was anticipated to produce 793 ADT, 0 AM Peak Hour, and 33 PM peak hour trips.

To address concerns related to potential impacts to the traffic conditions on Indiantown Road, a dynamic emergency traffic preemption system is proposed as a technological improvement to be implemented by the Jupiter Fire Rescue Department. This will allow the signals to be changed when emergency response vehicles respond to a call. Traffic signals will be changed in advance of the emergency vehicle(s) entering the intersections in order to allow traffic to clear the intersections in a proactive manner. Multiple signals can be changed at once when needed. PBC Fire Rescue currently services calls that require passage along Indiantown Road and does not use such a system. As a result, PBCFR relies solely on lights and sirens to clear congested intersections.

Water. Consistent with code requirements, a condition is recommended that **connection fees and amendment to water service agreement will be due within 60 days of site plan approval or prior to the issuance of development permits, whichever occurs first.**

Signage. Signage details have not been provided with the site plan application. The proposed development is in conformance with Section 27-3359 and 3362, entitled “Space regulations for permanent signs”.

- There is an existing Cinquez Park sign on Indiantown Road just west of the existing gazebo that is approximately 20 square feet that is not shown to change at this time. The plan does not include a new freestanding sign that may or may not be desired in the future for the fire station. Consistent with the precedent of previous site plan approvals to limit the heights of freestanding signage, staff has recommended a condition that **any freestanding sign associated with the Fire Station shall have a maximum height of 7 feet, unless it is constructed as part of a pedestrian amenity. Any freestanding sign shall be architecturally compatible with the building.**

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 of the 12 criteria and will meet all the criteria with the conditions noted below.

Staff comment: Staff has recommended a condition of approval to ensure compliance with:

- Section 27-2006 entitled “Supplemental criteria” of the Architectural and Community Appearance Standards relative to the south and west elevations; and,
- Chapter 20, Article III entitled “Water Service”.

The proposed fire station is consistent with the Comprehensive Plan and Town Code and has been designed to be compatible with the character of the area and surrounding uses. In general, fire stations are integrated and essential parts of the community they serve. The proposed fire station is located fronting on a commercial corridor. It is common that fire stations are located on property shared with other governmental uses and parks, and in close proximity to residential neighborhoods. The proposed fire station has been designed to maximize the remainder of the property for public access and park use.

Special exception criteria.

Section 27-177, contains minimum criteria for review of special exception applications. Upon review of the criteria in Section 27-177, staff finds that the applicant has satisfied all of the minimum criteria.

Attachments.

Resolution No. 78-24

Attachment A – Statement of Use

Attachment B – Traffic Generation Statement

* Please contact Garret Watson at garretw@jupiter.fl.us 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

Statement of Use
Cinquez Park Fire Station
Town of Jupiter
Initial Submittal: June 14, 2024
Resubmittal: June 28, 2024

REQUEST

On behalf of the applicant, WGI respectfully requests the following:

- **Site Plan Modification** and **Special Exception** to approve the development of a fire station in Cinquez Park.

SITE CHARACTERISTICS

The subject site is three acres in the southwest corner of Cinquez Park. The park is located on the northeast corner of W Indiantown Road and Carver Avenue at 2183 W Indiantown Road, Jupiter, FL 33458; It is identified by the parcel number 30-42-41-03-06-000-0240. The future land use (FLU) of the subject site is undergoing an amendment to change the existing Recreation FLU to Public/Institutional. This amendment is being submitted by the Town of Jupiter. The zoning of the subject site is Public/Institutional (PI). Cinquez Park features amenities such as walking paths, pavilions, a dog park and washing station, and a lake where catch and release fishing is permitted. The subject site consists of portions of the walking path and a gazebo.

Aerial Photograph of Subject Site



SURROUNDING USES

The subject property is surrounded by residential uses and commercial uses within the Indiantown Road Overlay Zone (IOZ). Single-family homes are located to the north, northeast, and west of the subject property. East of the subject property are the Kingdom Hall of Jehovah's Witness, Serenity House Detox & Recovery Center, and an Advance Auto Parts. Also west of the subject property are Jupiter Eye Care, Valvoline Instant Oil Change, and a TD Bank, all within the IOZ. Numerous commercial uses south of the subject property, across W Indiantown Road, are also within the IOZ. These uses include BurgerFi, Hand and Stone Massage and Facial Spa, and more within the Chasewood Plaza, Walmart Supercenter, and other restaurant, service, and retail uses.

The following table shows the FLU, zoning, and uses of properties adjacent to the subject property:

Surrounding Uses Table			
	FLU	Zoning District	Existing Use
Subject Site	<i>Proposed -</i> Public/Institutional	Public/Institutional (PI)	Public Park
North	High Density Residential	Residential, Compact Single-Family (R-1A)	Single-Family Dwellings
East	Low Density Residential	Residential, Single-Family (R1)	Single-Family Dwellings
			Place of Worship
	Commercial	Commercial, Office (C3) IOZ Subdistrict Boundary	Nursing Home
South	Commercial	Commercial, General (C2) IOZ Subdistrict Boundary	Retail Sales
			Restaurant, Drive-thru
			Retail Sales
			Personal Services
West	Commercial	Commercial, General (C2) IOZ Subdistrict Boundary	Automobile Repair and Service
			Single-Family Dwellings
			Medical Office
			Automobile Repair and Service
			Financial Institution



PROPOSED DEVELOPMENT PROGRAM

The Town of Jupiter has recently launched the Jupiter Fire Rescue Department (JFRD), granting them control over logistics pertaining to fire rescue and emergency services in the town. The Cinquez Park Fire Station is one of two stations to be developed for JFRD.

The proposed development is for a two-story, ±14,000 square foot fire station owned and operated by the Town of Jupiter and JFRD. Per Section 27-1297. Use Regulations, emergency and safety service facilities, including fire stations, are a special exception use in the PI zoning district. The fire station will include a community meeting room for use by residents of the area for community meetings. The development also proposes a slight change to the Cinquez Park drive aisle to fit parking and the fire station. The proposed path of the drive aisle provides more space between the roadway and the existing banyan tree but will impact one of the existing dog parks. To mitigate this, 0.12 acres is proposed to be added to the impacted dog park, increasing its size from 0.57 to 0.69 acres.

Per Section 27-2828. Standards for required off-street parking and loading spaces, the number of parking spaces required for the proposed development is to be determined by the director of planning and zoning. A 26-space parking lot is proposed for the fire station, meeting the minimum requirement of 22 spaces as determined by Fire Chief Darrel Donatto. Each shift, a maximum of 11 JFRD staff are present. A 26-space parking lot provides flexibility for an overlap of staff as they come and go from their shifts and will be enough for people using the community meeting room. Community meetings will not be scheduled during fire station shift changes. In addition, a new roadway is proposed from Carver Avenue with nine parallel parking spaces and a paved, 11-space parking lot is proposed in front of the restrooms. Ingress into and egress out of the subject property will be via the park's internal roadway, Cinquez Park. Fire trucks, however, will use Carver Avenue when exiting the fire station.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS**Criteria for Special Exceptions**

Per Section 27-177. Criteria for special exceptions, the following criteria have been met:

- **“The proposed special exception use shall be compatible with the character and use (existing and future) of the surrounding property in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.”**

The proposed fire station is two stories and has an approximate building footprint of 6,800square feet. This mass matches the character of the surrounding commercial buildings and does not impose on the surrounding residential buildings. The fire station will provide valuable fire rescue and emergency services to the community without generating a significant increase in traffic as demonstrated by the traffic study approval from Palm Beach County.

- **“The proposed special exception use shall not have a detrimental impact on surrounding properties based on:**
 - a) **The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
 - b) **The degree of noise, odor or other potential nuisance factors generated by the special exception use; and**
 - c) **The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.”**

The development proposes a 26-space parking lot for the fire station. Each shift at the fire station will have a maximum of 11 employees, meaning that the parking lot not only provides flexibility between overlapping shifts, but also prevents an overflow of automobiles along Carver Avenue and in Cinquez Park. There will be a slight increase in noise in the area from horns or sirens as emergency vehicles leave the station to respond to an emergency. This increase in noise, however, will not have a detrimental impact as the sirens or horns will only sound when emergencies arise, and will not stay on the subject site. Though there will be a slight increase in traffic on W Indiantown Road and Carver Avenue as JFRD staff come into and out of the property, traffic flow will not be significantly impacted by the proposed development except in instances where emergency vehicles are exiting the station. When this occurs, vehicles on Carver Avenue and W Indiantown Road are required to stop to allow emergency vehicle(s) to exit the station.

Criteria for Site Plan Review

Per Section 27-175. Criteria for site plan review, the following criteria have been met:

- **“The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.”**

The proposed development is consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan as reflected in the “Consistency with the Comprehensive Plan” section of this statement of use.

- **“The proposed development is consistent with any applicable, countywide land development regulations.”**

The proposed development is consistent with the Palm Beach County Unified Land Development Code where applicable.

- **“The proposed development is consistent with all applicable land development regulations and all other portions of this Code.”**

The proposed development is compatible with the Town of Jupiter Land Development Regulations as reflected in the “Proposed Development Program” and “Consistency with Land Development Regulations” sections of this statement of use.

- **“The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.”**

The character of the proposed development is compatible and consistent with the surrounding commercial and residential uses along W Indiantown Road in mass, height, and setback as provided in the justification with “Criteria for Special Exceptions.”

- **“The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.”**

Traffic may pause when emergency vehicles exit the station in response to emergencies, but overall, the proposed development does not create or excessively increase traffic congestion in the area.

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

Concurrency reviews are in progress and are assumed to be adequate based on the previous concurrency review for the Piatt Place fire station.

Attachment A

- **“The proposed development does not significantly reduce light and air to adjacent properties.”**

The proposed building is two-stories, and the subject property has a lot coverage of approximately 1 percent. Therefore, the proposed development does not significantly reduce light and air to adjacent properties.

- **“The proposed development does not adversely affect property values in adjacent areas.”**

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

The proposed development benefits the surrounding property by increasing safety and potentially providing recreational activity in the area. Therefore, the proposed development does not adversely affect property values and is not a deterrent to the improvement or development of adjacent areas.

- **“The proposed development does not create noise or visual pollution.”**

Noise generated by emergency vehicle sirens or horns does not create significant noise pollution. The proposed development does not create visual pollution.

- **“The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.”**

The proposed development does not negatively impact adjacent natural systems or public facilities. The proposed fire station will use contained basins to catch runoff generated by the fire station and to separate oil and water. This will prevent any runoff on roadways or in Cinquez Park.



PI Zoning District Regulations

Per Section 27-1297. Use regulations, the following standards have been met:

PI Zoning District Regulations		
	Required	Provided
Minimum Lot Width	100 feet	523 feet
Minimum Lot Depth	100 feet	760 feet
Minimum Setbacks		
Front	50 feet	50 feet
Site (interior)	15 feet	373 feet
Side (corner)	24 feet	50 feet
Rear	15 feet	456 feet
Maximum Building Height	50 feet	46 feet
Maximum Percent Lot Coverage	40 percent	±1 percent
Minimum Green Space	30 percent	±92 percent

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed development is consistent with the following goals, objectives, and policies of the Future Land Use Element of the Town of Jupiter Comprehensive Plan:

- Policy 1.3.1 Low Density Residential: Location Criteria e)** In areas where adequate police and fire protection can be economically provided.
Policy 1.3.3 High Density Residential: Location Criteria f) In areas where adequate police and fire protection can be provided economically with a low time of response.

The proposed fire station abuts the Low Density and High Density Residential FLU, consistent with *policy 1.3.1* and *1.3.3*.

- Policy 1.3.17 Public/Institutional: Police and Fire a)** Location Criteria 2) Fire stations should be situated within one mile of high value areas such as commercial centers, industrial parks or high density residential areas; 3) Within two miles of residential area served; 4) Facilities should have direct access via an arterial roadway.

The proposed fire station is adjacent to homes within the Low Density and High Density Residential FLU. It is also adjacent to commercial uses along W Indiantown Road, meeting the location criteria of the Public/Institutional FLU.



CONCLUSION

The proposed development for a fire station within Cinquez Park is consistent with the Town of Jupiter's Land Development Regulations and Comprehensive Plan. The emergency and safety service facility use is a special exception use within the PI zoning district. The fire station is 13,979 square feet and two stories tall, matching the character of the surrounding area in building mass and height. It includes a community meeting room for use by residents of the area to hold community meetings. The 26-space parking lot meets the minimum 22 parking space requirement, as determined by Fire Chief Derrel Donatto, and prevents an excessive increase in automobiles in Cinquez Park and along Carver Avenue. The development of the proposed fire station will bring valuable fire rescue and emergency services to the area, likely increasing property value and safety in the area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doug Murray', is written over a light blue horizontal line.

WGI, Inc.

Doug Murray, PLA, ASLA
Land Development Manager

June 14, 2024

Quazi Bari, P.E.
Palm Beach County – Traffic Division
2300 North Jog Road 3rd Floor
West Palm Beach, FL 33411

Re: Cinquez Park Fire Station Traffic Statement
2183 W Indiantown Road, Jupiter, FL 33458
Palm Beach County, Florida
PCN: 30-42-41-03-06-000-0240

WGI, Inc has prepared a traffic statement for the site located at 2183 W Indiantown Road in the Town of Jupiter, FL. The subject site is three acres in the southwest corner of Cinquez Park. The park is located on the northeast corner of W Indiantown Road and Carver Avenue at 2183 W Indiantown Road, Jupiter, FL 33458. The proposed development consists of construction of a 13,979sf fire station. **Figure 1** shows the location of the study area and **Attachment A** includes the property detail for the Parcel.

1. Project Description

The proposed Project consists of a 13,979sf Fire Station and is expected to be completed in 2025. The site will be accessible via three driveways described below:

- Driveway A on Carver Avenue will be a two-way driveway providing access to the fire station and parking lot.
- Driveway B will be an exit only driveway on Carver Avenue for emergency vehicles only.
- Driveway C on Yancy Avenue will be a two-way driveway providing access to the fire station and parking lot.

Figure 2 below shows the proposed site plan for the fire station.

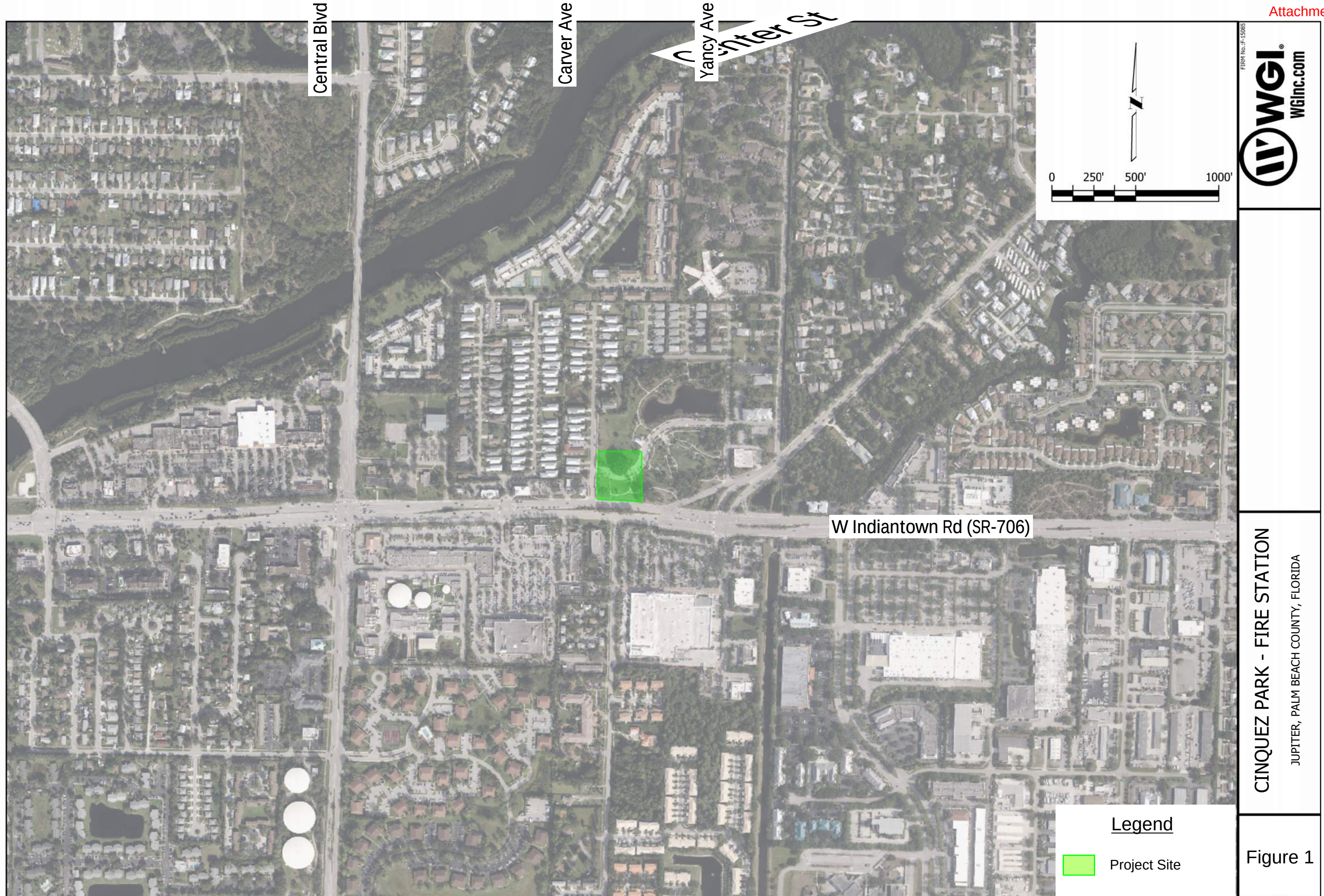
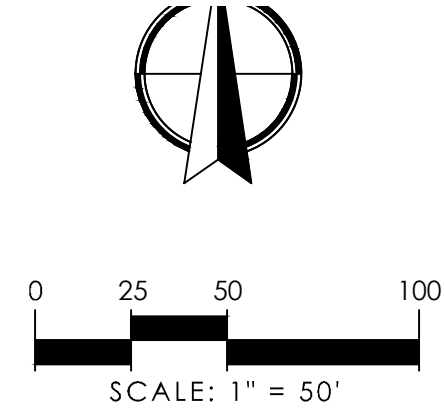
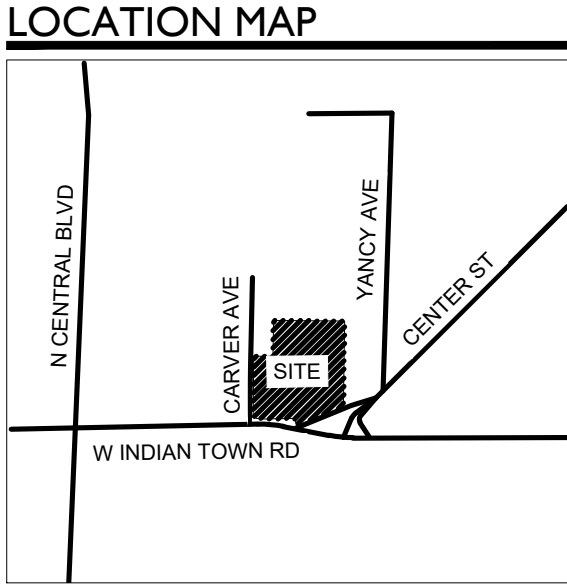
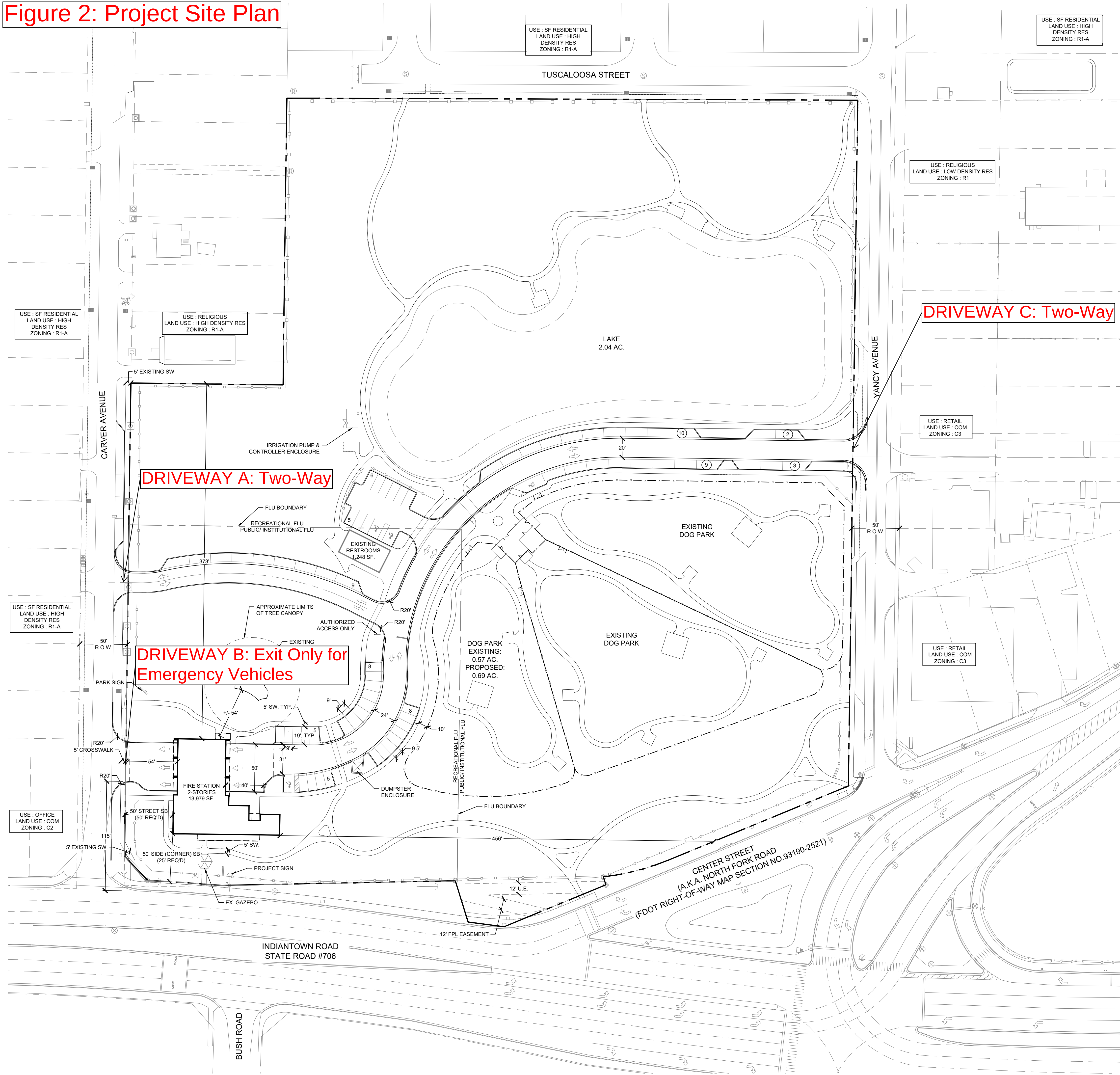


Figure 2: Project Site Plan



SITE DATA	
APPLICATION NAME	CINQUEZ PARK - FIRE STATION
GROSS SITE AREA	13 AC.
APPLICATION NUMBER	PZ-24-00006063
PROPERTY CONTROL NUMBER	30-42-41-03-06-000-0240
EXISTING FUTURE LAND USE DESIGNATION	RECREATION
PROPOSED FUTURE LAND USE DESIGNATION	PI PUBLIC INSTITUTIONAL RECREATIONAL(3 AC.)
ZONING OVERLAY	PI PUBLIC/ INSTITUTIONAL N/A
TOTAL PARKING SPACES	70 SP.
FIRE STATION	26 SP.
PUBLIC PARKING	44 SP.

ZONING DISTRICT		MIN. LOT DIMENSIONS				MIN. SETBACKS			
		SIZE	WIDTH/ FRONTAGE	DEPTH	MAX. HEIGHT	MAX. BLDG COVER	FRONT	SIDE	REAR
PI	REQUIRED	N/A	100'	100'	50'	40%	50'	15'	25'
	PROVIDED	13 AC	523'	760'	46'	1.42%	50'	373'	456'

- LEGEND**
- AC. = ACRES
 - ADT = AVERAGE DAILY TRIPS
 - B.B.L. = BASE BUILDING LINE
 - C.L. = CENTER LINE
 - D.E. = DRAINAGE EASEMENT
 - D.U. = DWELLING UNITS
 - EX. = EXISTING
 - FLU = FUTURE LAND USE
 - L.M.E. = LAKE MAINTENANCE EASEMENT
 - LWDD = LAKE WORTH DRAINAGE DISTRICT
 - O.R.B. = OFFICIAL RECORD BOOK
 - P.B. = PLAT BOOK
 - PDR = PROPERTY DEVELOPMENT REGULATIONS
 - PG. = PAGE
 - R.A.S. = RESIDENTIAL ACCESS STREET
 - R.O.W. = RIGHT-OF-WAY
 - S.B. = SETBACK
 - S.F. = SQUARE FEET
 - S/W = SIDEWALK
 - T.B.A. = TO BE ABANDONED
 - TYP = TYPICAL
 - U.E. = UTILITY EASEMENT
 - ULDC = UNIFIED LAND DEVELOPMENT CODE



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC.

INITIAL SUBMITTAL
JUNE 14TH, 2024

CINQUEZ PARK - FIRE STATION

JUPITER, PALM BEACH COUNTY, FLORIDA

SITE PLAN

FIGURE 2

PROJECT# 2200.50

2. Trip Generation Methodology

Project trip generation rates used for this analysis were based on the ITE Trip Generation Manual 11th Edition. The trip generation analysis for the proposed land use was conducted for daily, AM peak hour, and PM peak hour. It is important to note that the AM peak hour and daily vehicle trips were estimated since the ITE Trip Generation Manual provides only PM peak values.

Table 1 shows the project is estimated to generate 75 new daily vehicle trips with 7 occurring during the AM peak hour and 7 trips occurring during the PM peak hour.

Table 1: ITE Trip Generation Rates

Land Use	Density	Units	Daily Total	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fire and Rescue Station (575)	13.98	KSF	75	5	2	7	2	5	7

ITE Trip Generation Rates for Fire and Rescue Station (575)

Daily (Estimated): $T = 0.09 \times \text{PM Peak}$

AM Peak Hour (Estimated): $T = 0.48 \times (X)$ (71% in, 29% out)

PM Peak Hour: $T = 0.48 \times (X)$ (29% in, 71% out)

Source: *ITE Trip Generation Rates*, WGI, 2024.

CONCLUSIONS

The trip generation data demonstrates that the traffic volumes anticipated to be generated by the fire station are expected to add minor peak hour and daily traffic volumes to the surrounding roadways.

Should you have any questions regarding this traffic study please contact me via email at Dmitriy.Mayboroda@wginc.com or via telephone at (813) 559-2292 if you have any questions.



Respectfully submitted,

WGI, Inc.



Dmitriy Mayboroda, P.E., P.T.O.E

APPENDIX A: Parcel Information

Property Detail

Location Address : 2183 W INDIANTOWN RD

Municipality : JUPITER

Parcel Control Number : 30-42-41-03-06-000-0240

Subdivision : CINQUEZ PARK 2ND ADD IN

Official Records Book/Page : 22826 / 458

Sale Date : AUG-2008

Legal Description : CINQUEZ PARK 2ND ADD LTS 24 & 25 (LESS SR 706 R/W), LTS 26 THRU 33, S 1/2 OF LT 34, LTS 108 THRU 111, LTS 112 THRU 114 & ABND PT OF NORTH FORK RD LYG S OF & ADJ TO AS IN OR930P1000 & LTS 115 THRU 119

Attachment B

Owner Information

Owner(s)

JUPITER TOWN OF

Mailing Address

210 MILITARY TRL

JUPITER FL 33458 5786

Sales Information

Sales Date

Price

OR Book/Page

Sale Type

Owner

AUG-2008

\$6,053,999

22826 / 00458

REP DEED

JUPITER TOWN OF

AUG-1999

\$100

11330 / 01638

WARRANTY DEED

SCHUMACHER RICHARD E

DEC-1996

\$100

09595 / 01686

WARRANTY DEED

SCHUMACHER RICHARD E

APR-1989

\$3,693,000

06024 / 01658

WARRANTY DEED

MAY-1988

\$100

05688 / 00904

QUIT CLAIM

MAY-1988

\$272,000

05688 / 00903

WARRANTY DEED

DEC-1987

\$192,000

05523 / 00383

WARRANTY DEED

FEB-1982

\$16,000

03671 / 01034

WARRANTY DEED

Exemption Information

Applicant/Owner(s)

Year

2024

Detail

Property Information

Number of Units : 0

*Total Square Feet : 720

Acres : 13.0715

Property Use Code : 8900—MUNICIPAL

Zoning : PI—PUBLIC / INSTITUTIONAL (30-JUPITER)

Appraisals

Tax Year

2023

2022

2021

2020

2019

Improvement Value

\$611,378

\$615,812

\$511,830

\$521,624

\$528,970

Land Value

\$3,430,875

\$3,769,382

\$3,234,152

\$3,234,152

\$3,080,416

Total Market Value

\$4,042,253

\$4,385,194

\$3,745,982

\$3,755,776

\$3,609,386

Assessed and Taxable Values

Tax Year

2023

2022

2021

2020

2019

Assessed Value

\$4,042,253

\$4,120,580

\$3,745,982

\$3,755,776

\$3,609,386

Exemption Amount

\$4,042,253

\$4,120,580

\$3,745,982

\$3,755,776

\$3,609,386

Taxable Value

\$0

\$0

\$0

\$0

\$0

Taxes

Tax Year

2023

2022

2021

2020

2019

AD VALOREM

\$0

\$0

\$0

\$0

\$0

NON AD VALOREM

\$0

\$0

\$0

\$0

\$0

TOTAL TAX

\$0

\$0

\$0

\$0

\$0

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpap.gov



Cinquez Park Station
Piatt Place Station

TOWN OF JUPITER

Jupiter Fire Rescue Department Site Plan Applications



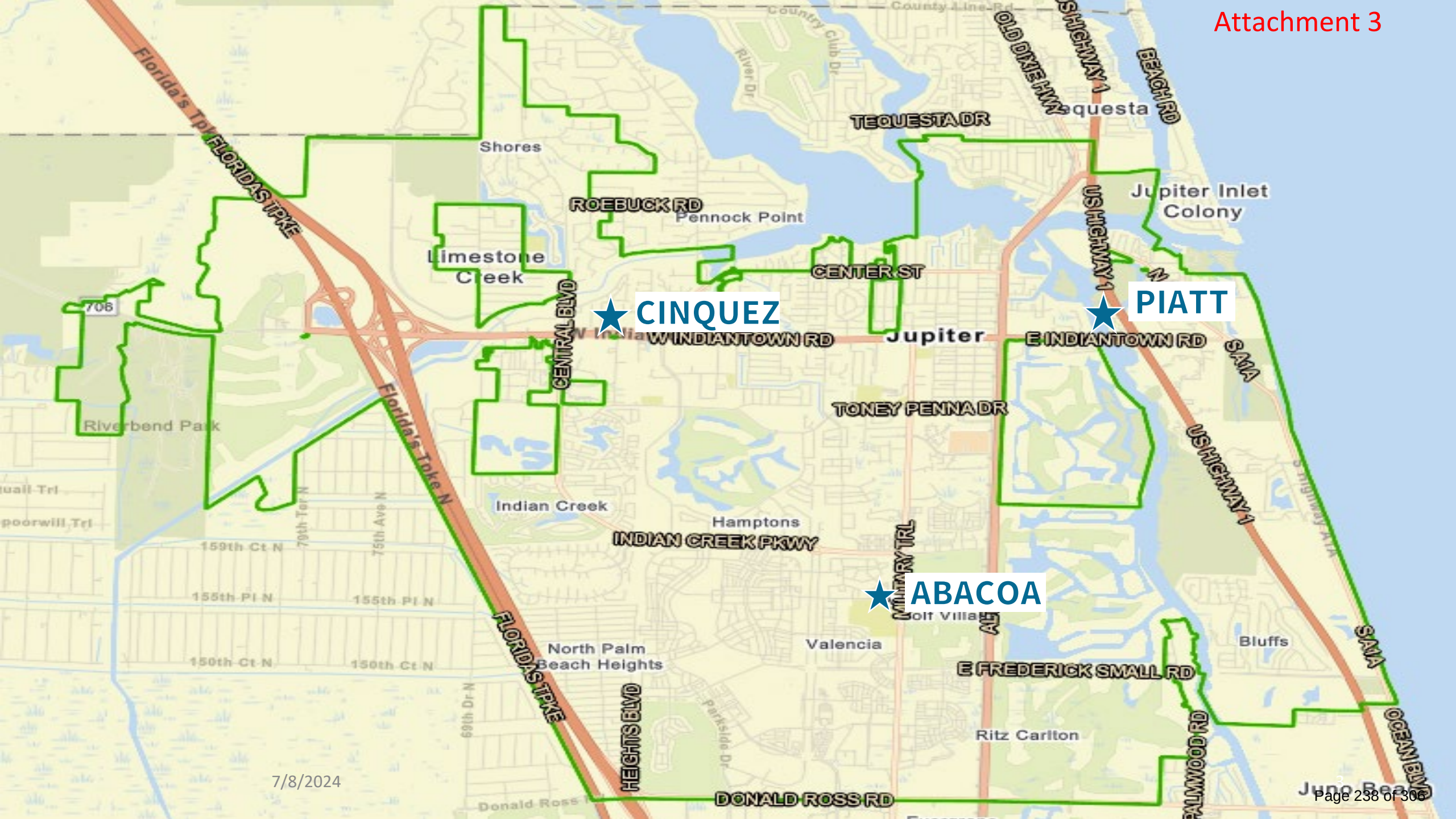
—TOWN OF—
JUPITER

7/8/2024

The Location of Fire Stations is Vital for the Safety and Well-Being of a Community

- Fire and EMS services are among the most critical public services.
- Efficient and rapid deployment of rescue vehicles is essential to ensure timely response in emergency situations.
- The location of fire stations is intentional and aligns fire rescue resources with greatest demand.





7/8/2024

Fire Station Locations

- It is normal for fire stations to be located within close proximity to the residences and businesses they serve.
- 23 in Palm Beach County are located closer to residences than the proposed Cinquez station.
 - Palm Beach County
 - West Palm Beach
 - Boca Raton
 - Delray Beach
 - Boynton Beach
 - North Palm Beach
 - Tequesta
 - Palm Beach Shores
 - Riviera Beach
 - Tequesta
 - Highland Beach



Summary

- It is customary – in Palm Beach County, in the state of Florida and across the United States – for fire stations to be located within the neighborhoods they serve to provide essential life-saving services to those in need.
- Piatt and Cinquez are the best possible locations to provide efficient and rapid fire and rescue services to Jupiter residents.
- These locations will align the Jupiter Fire Rescue Department's resources close to the Town's greatest demand for emergency services.



Jupiter Fire Rescue Department, Cinquez Station

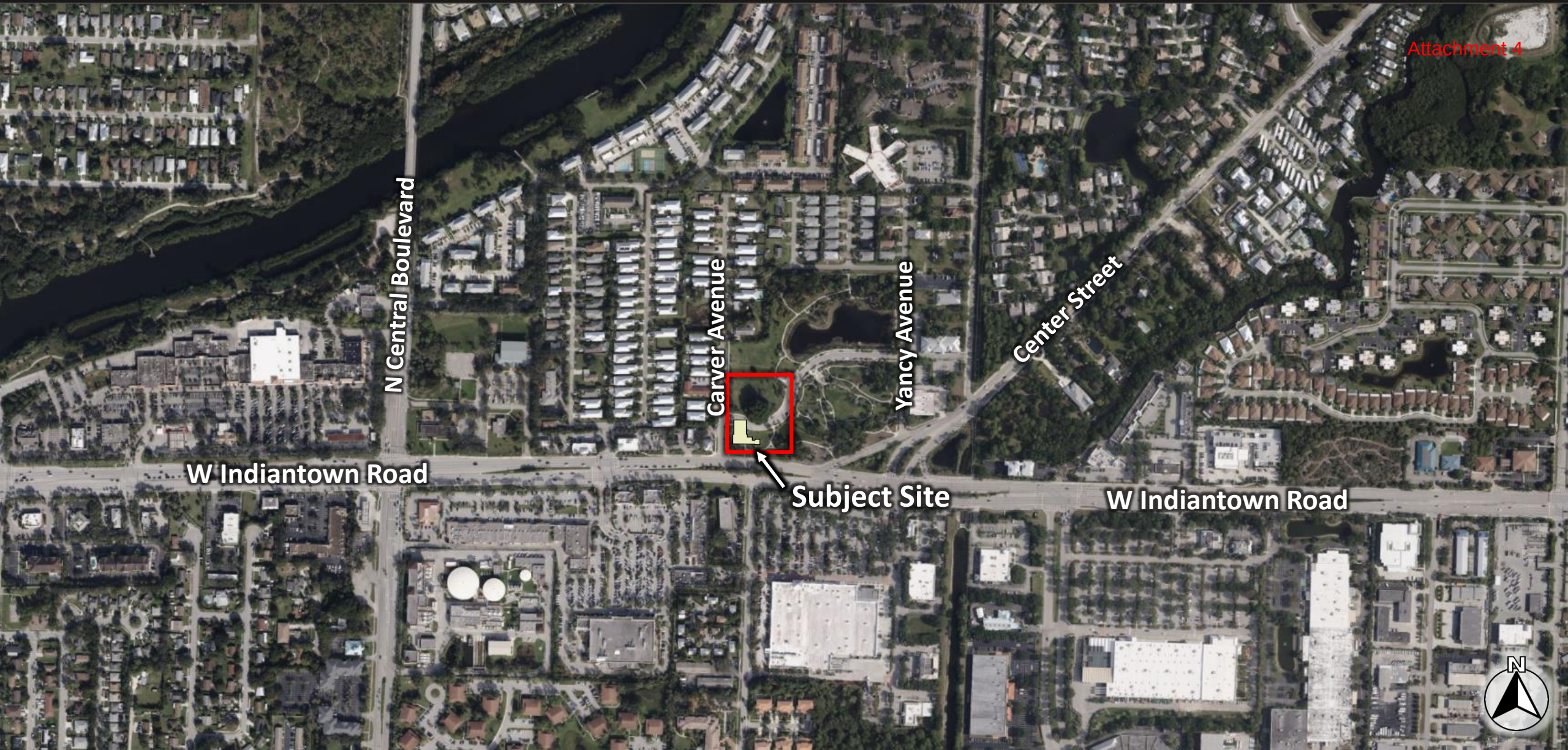
Town Council

July 16, 2024

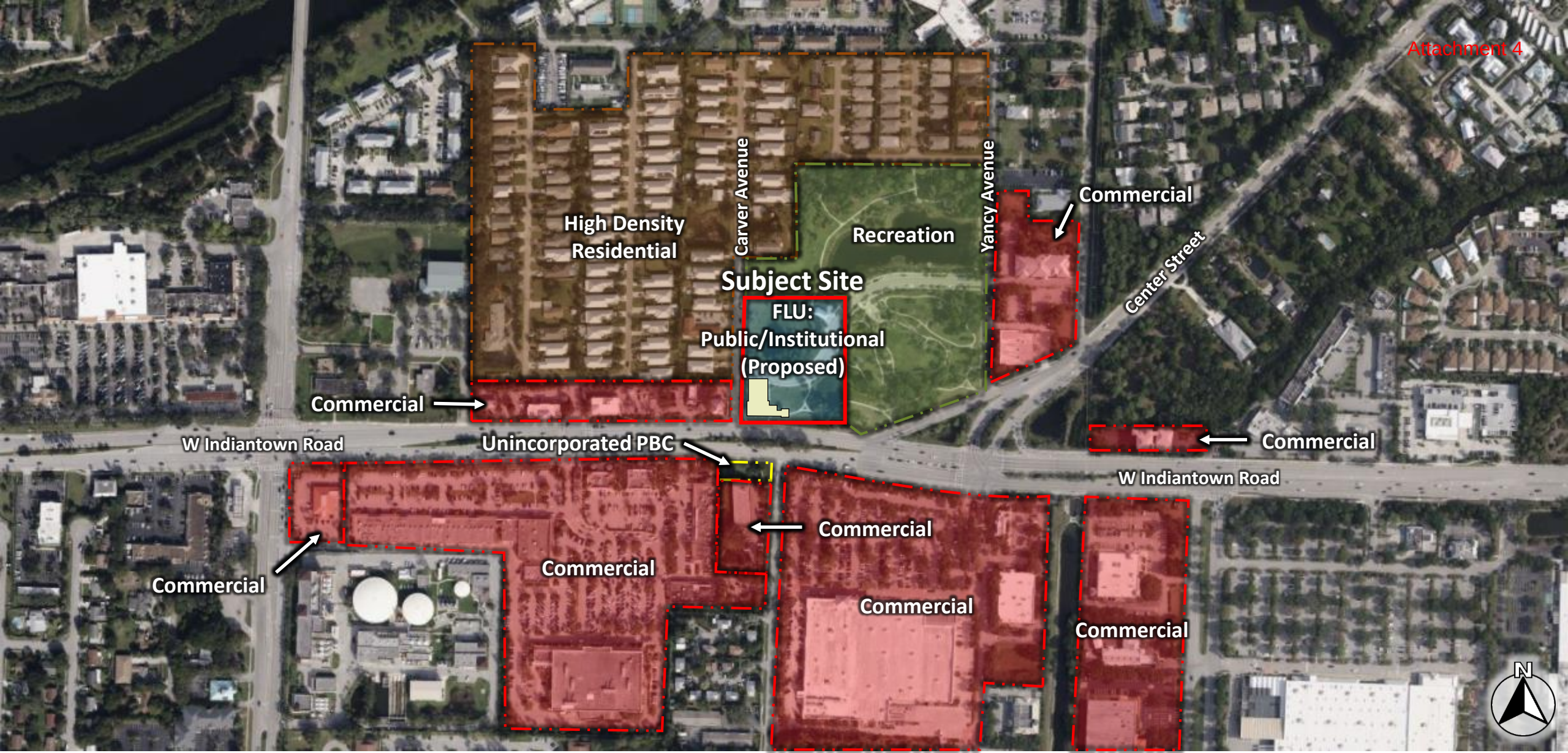


- Site Plan Application and Special Exception to approve the development of a fire station in Cinquez Park.

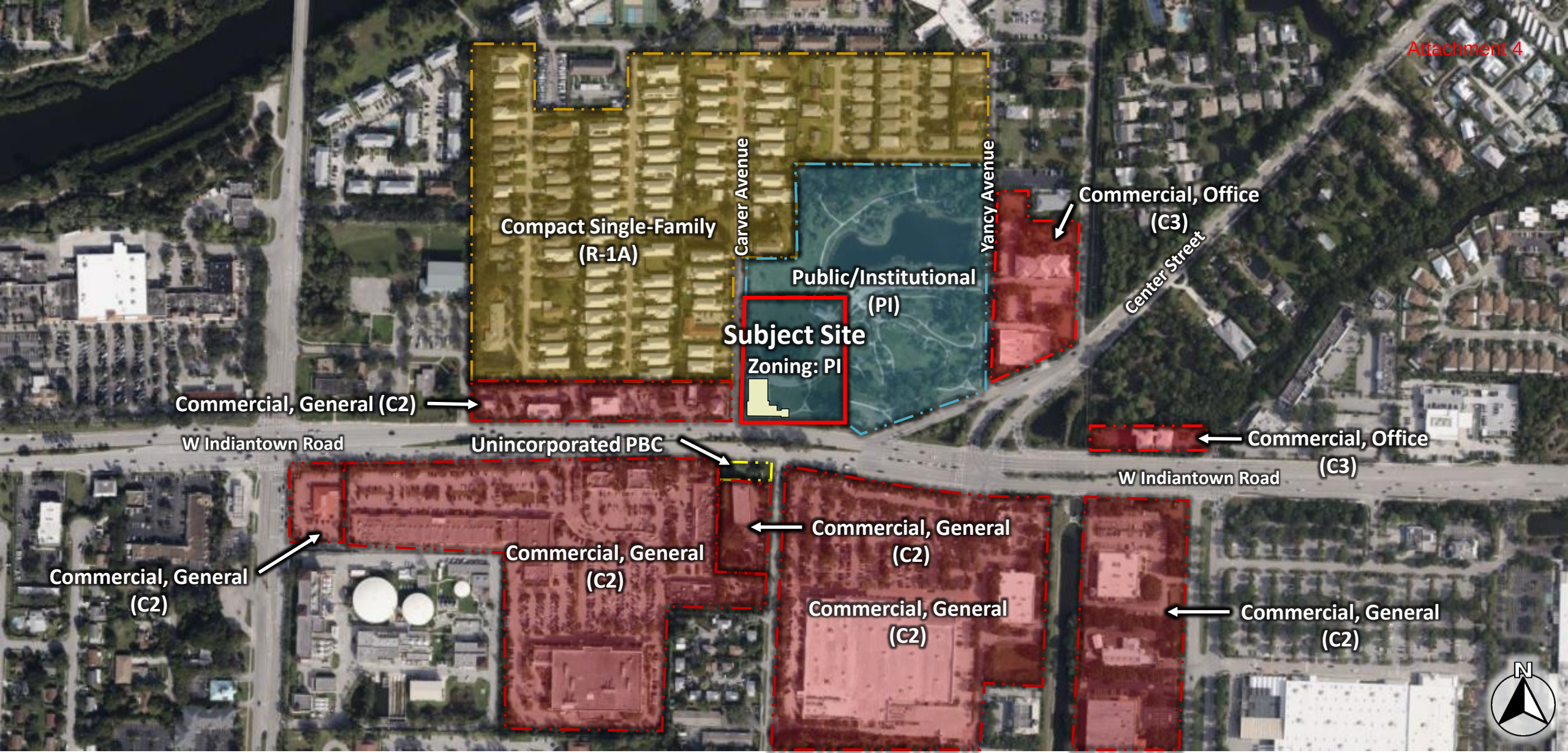
APPLICATION REQUESTS



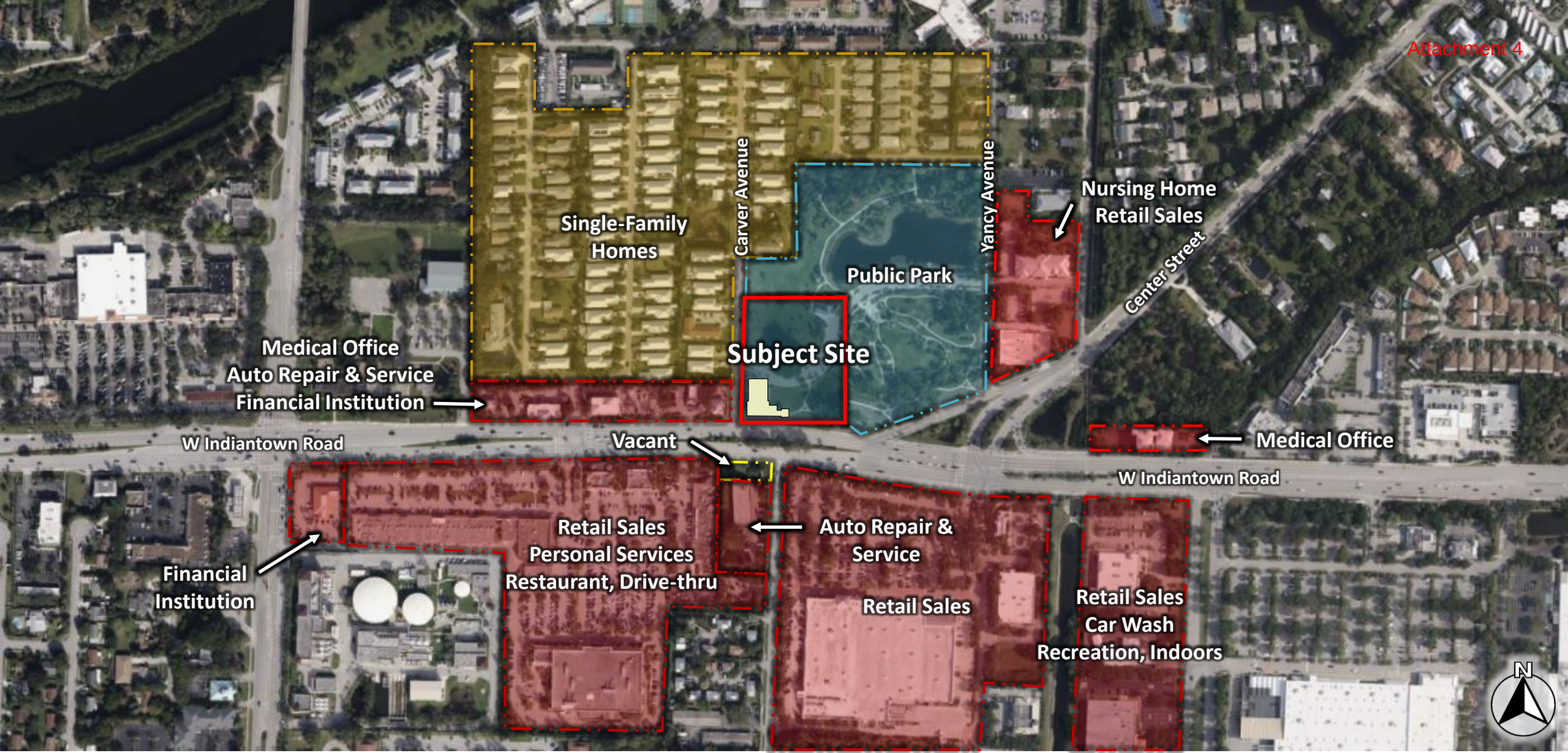
PROJECT LOCATION



FUTURE LAND USE



ZONING



SURROUNDING USES

Subject Site Acreage: 3 ac

Proposed Use: Fire Station

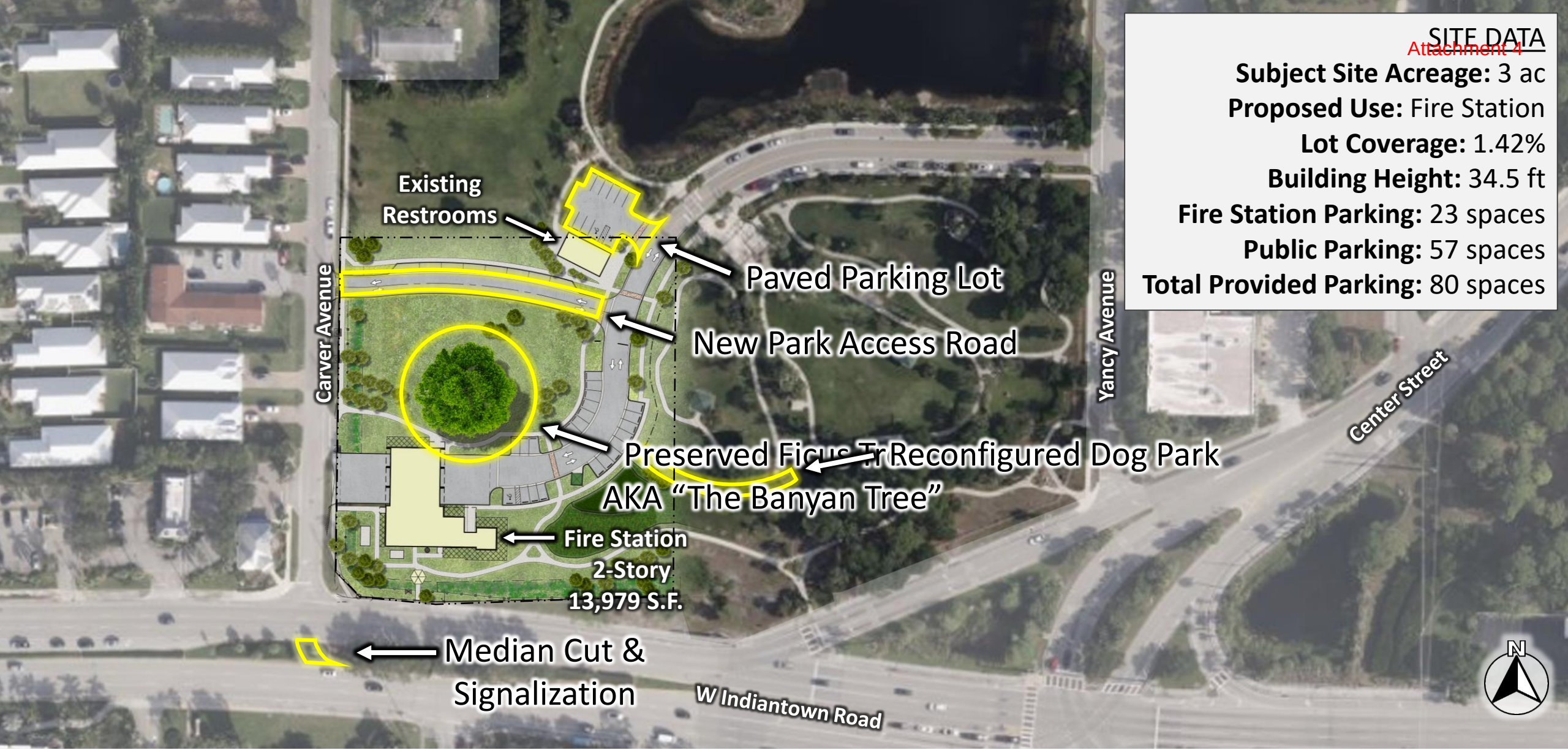
Lot Coverage: 1.42%

Building Height: 34.5 ft

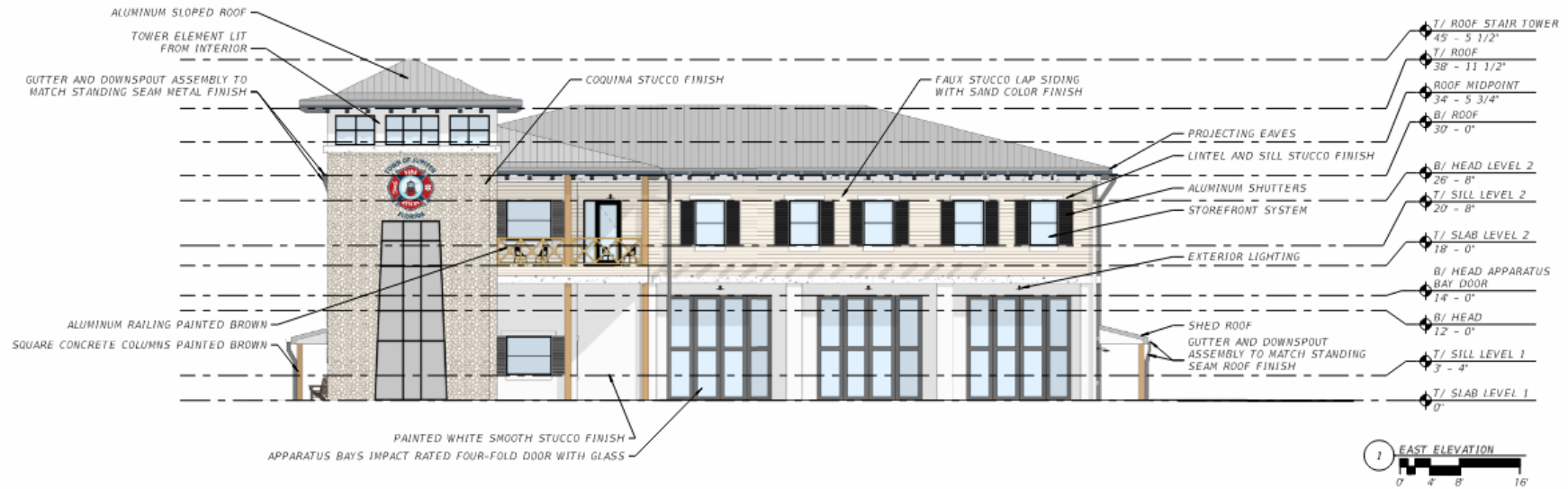
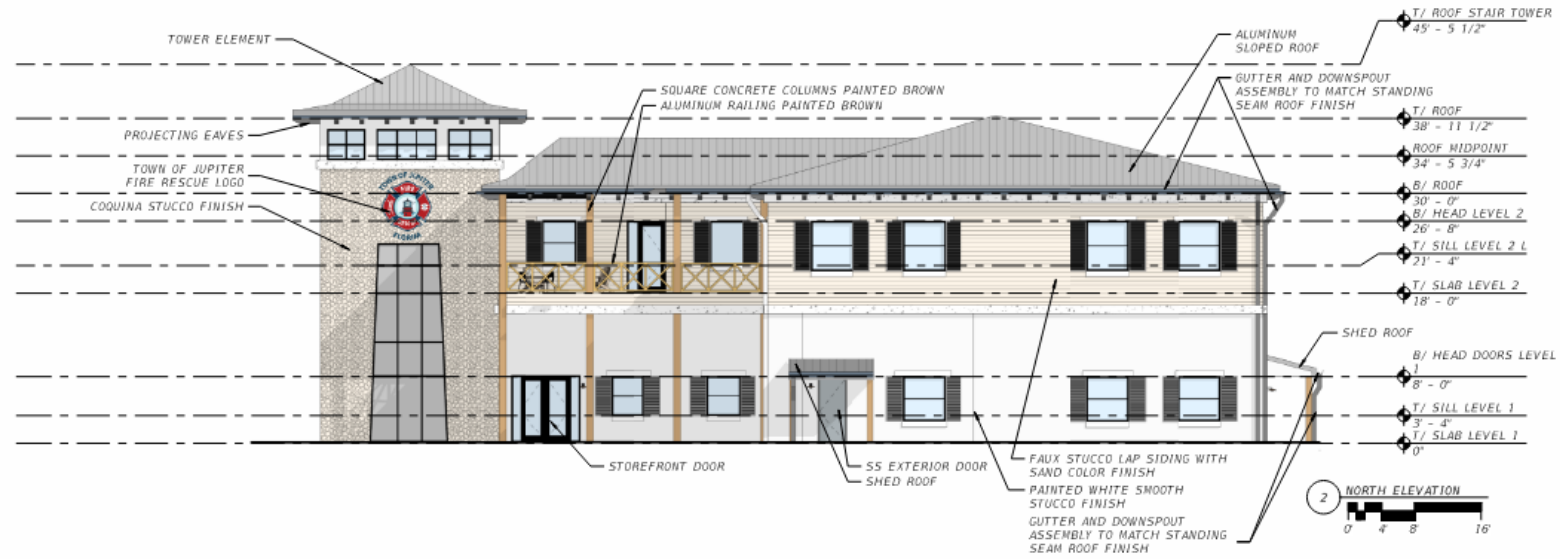
Fire Station Parking: 23 spaces

Public Parking: 57 spaces

Total Provided Parking: 80 spaces



Proposed Site Plan



Proposed Elevations

Staff Assessment: the requested site plan amendment will be in compliance with the Town Code subject to the conditions in *Resolution No. 78-24*.

Staff Recommendation

Jupiter Fire Rescue Department, Cinquez Station

Town Council

July 16, 2024





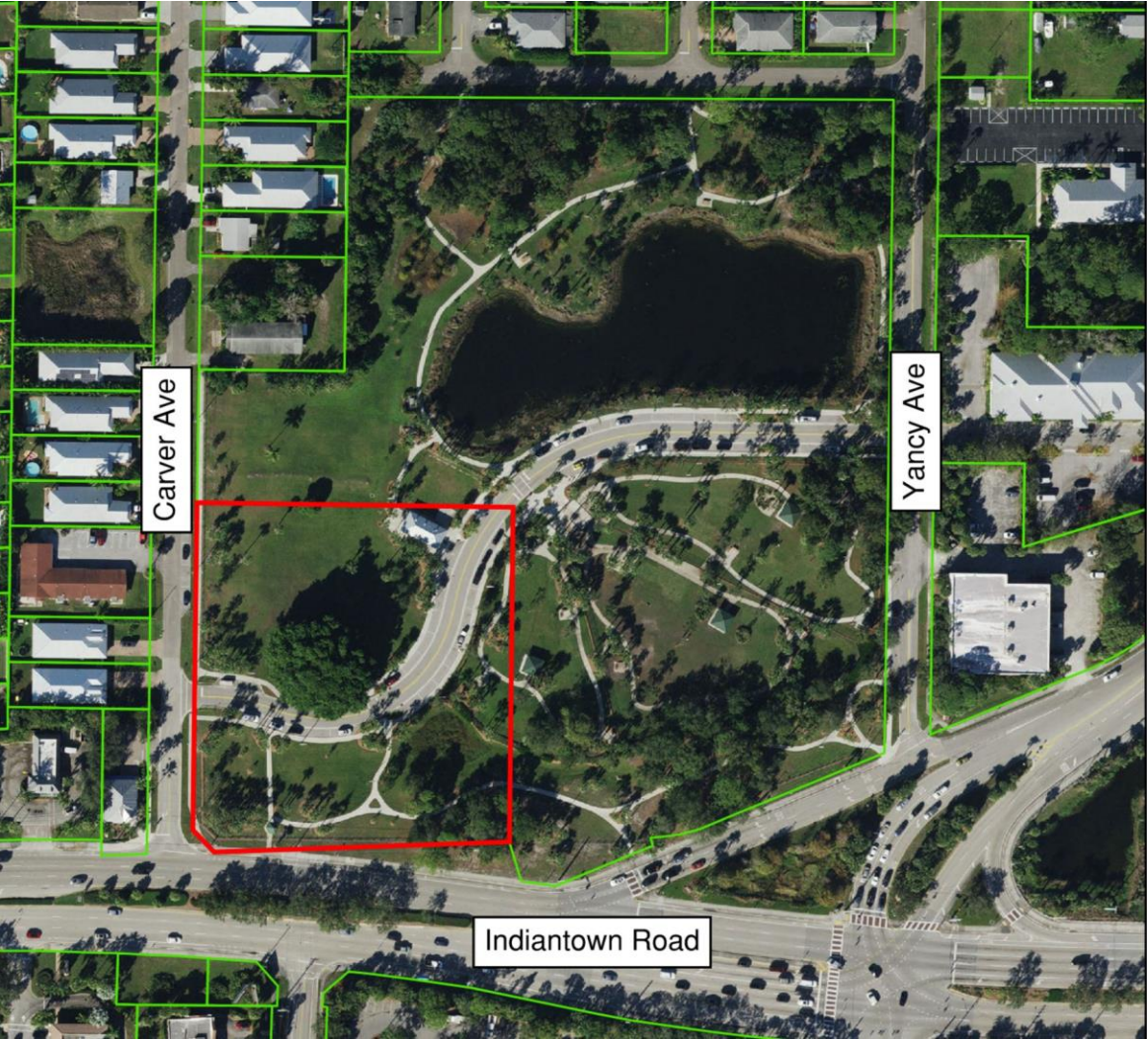
**July 16, 2024
Town Council
Meeting**

TOWN OF JUPITER

**Jupiter Fire Rescue Department
Cinquez Park
Special Exception and
Site Plan Amendment**



Subject Property within Cinquez Park



Background and Updates

- May 21, 2024 – Town Council selected site for western Jupiter Fire Rescue station
- June 18, 2024 - FLUM was approved on 1st reading
 - Second reading and SE/SP on 7/16
- Ongoing - Resident and park user input
 - small groups and individual meetings
 - numerous public comments
- Conceptual site design modified to address input

Plan Modifications

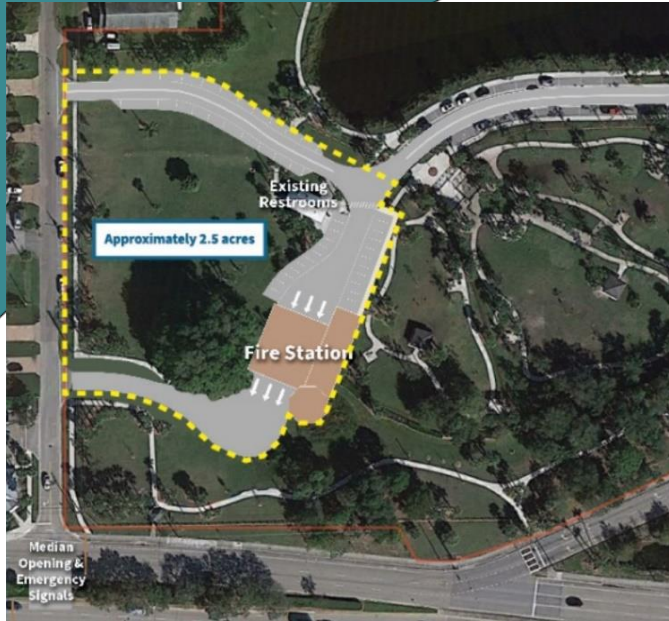


May 21 Plan



Proposed Plan

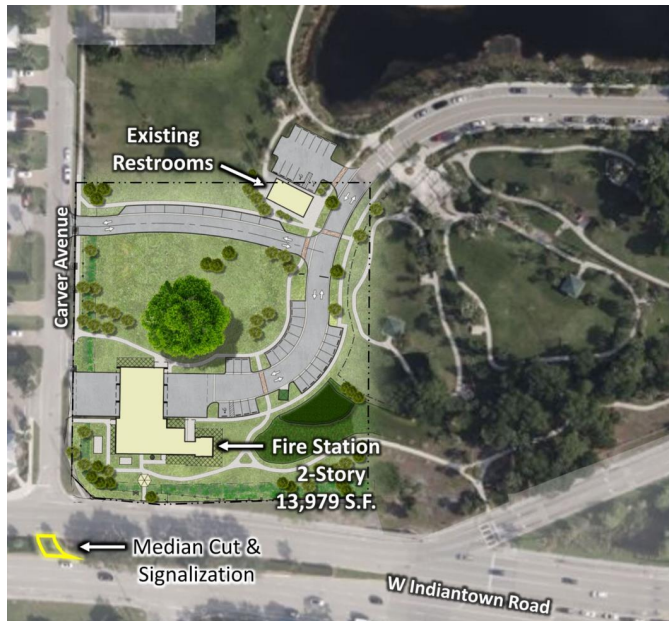
Community Concerns



May 21
Plan

- Minimize foot print for the fire station and expand western dog run;
- Align station and exit driveway with Jupiter Eye Care;
- Reduce noise impacts to the residential and dog park;
- Eliminate parking on the exit drive;
- Align park access driveway with the multifamily parking lot driveway;
- Preserve more of and enhance the large field north of the Ficus (Banyan) Tree; and,
- Create more separation between the primary park uses and fire station.

Proposed
Plan

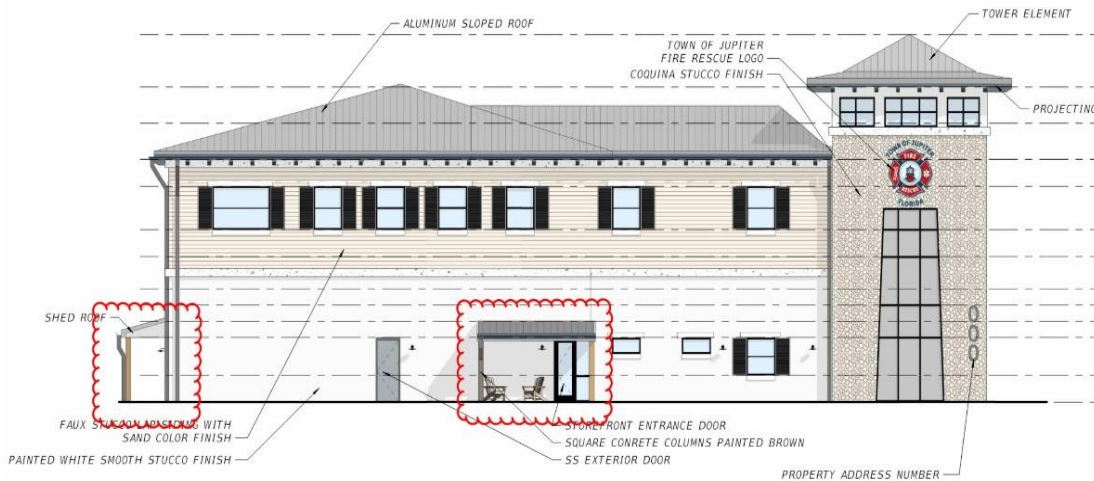


Parking Observations

Parking Location	Existing	Proposed	Net Change
Carver On-street Parking Spaces	9 spaces	4 spaces	-5 spaces
Yancy On-street Parking Spaces	10 spaces	10 spaces	No change
Park Access Road – On-street Parking Spaces	48 spaces	32 spaces	-16 spaces
Grass Parking lot immediately west of the dog park entrance (11 spaces chained off since opening of park)	0 spaces	11 spaces To be opened up.	+11 spaces
Park Total	67 spaces	57 spaces	-10 spaces
Fire Station/community room	-	23 spaces	+23 spaces

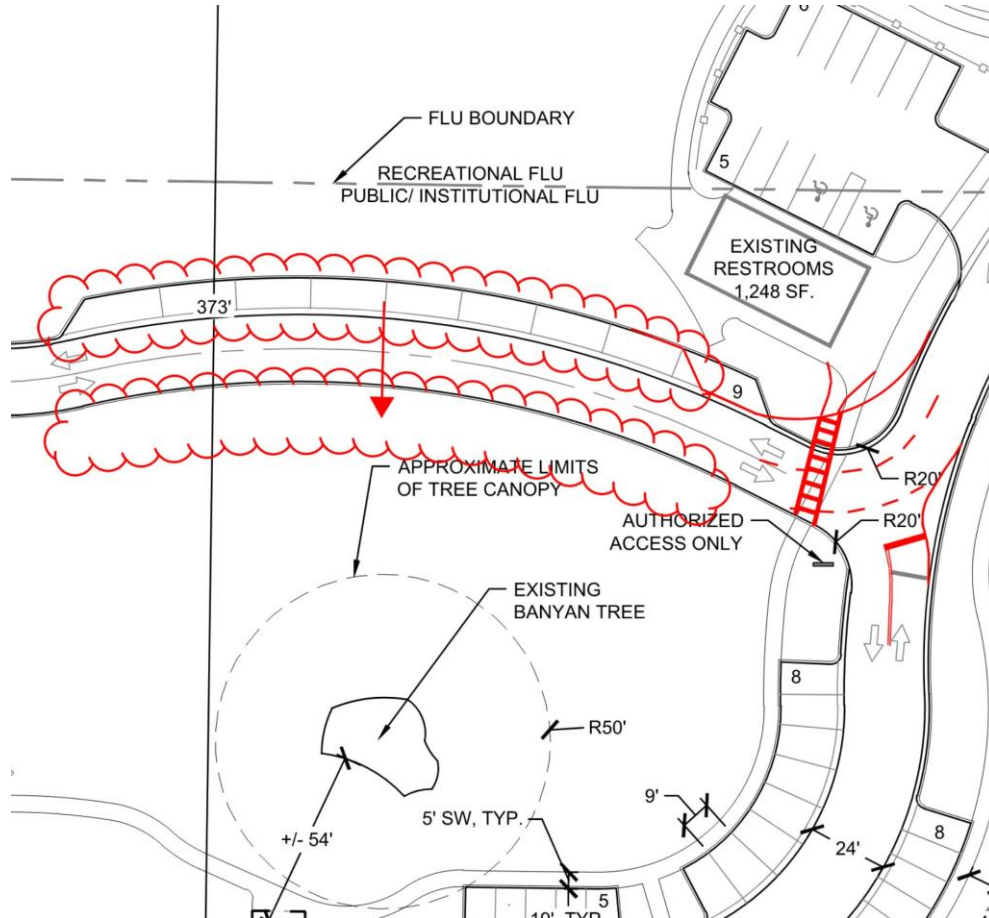
- Staff made numerous parking observations and reviewed historical aerials
- Highest demand was 32 spaces (56% of proposed)
- Average demand was 19 spaces (34% of proposed)

Conditions for Compliance with Code



- **Architecture.** Revise the front and side corner elevations to include a more prominent entry feature that is in scale with the façade.
- **Water.** Pay connection fees and process an amendment to water service agreement.

Conditions (recommended modifications)

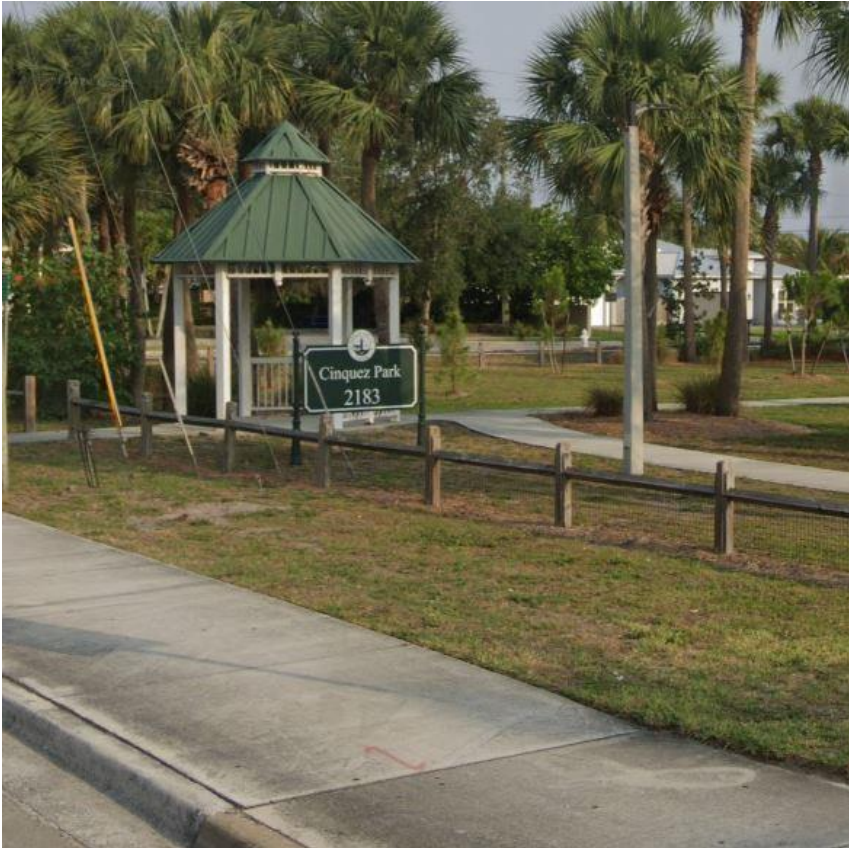


- **Site Plan**

- Evaluate the new internal intersection to straighten out the curve south of the restroom building;
- Relocate the northern parallel spaces to the south side of the driveway; and,
- Provide one bike rack, one trash receptacle, and one bench on the property.



Conditions (consistency with other projects)



- **Traffic.** Provide the Town with the PBC Traffic approval letter.
- **Signage.** Any freestanding sign associated with the Fire Station limited to 7 feet, unless it is a pedestrian amenity.

Special Exception and Site Plan Criteria

- ***Site Plan Criteria.*** Staff finds that the Applicant has met 11 of the 12 criteria and will meet all the criteria with the conditions.
- ***Special exception criteria.*** Staff finds that the applicant has satisfied all of the minimum criteria.
- The proposed fire station is:
 - consistent with the Comp Plan and Town Code;
 - compatible with the character of the area and surrounding uses;
 - an integrated and essential part of the community;
 - located fronting on a commercial corridor.
- Common for fire stations to be on government property with other uses and parks, and in close proximity to residential neighborhoods.
- The proposed fire station has been designed to maximize the remainder of the property for public access and park use.





PLANNING & ZONING DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

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

DATE: July 10, 2024

RE: **AGENDA ITEM #14, Resolution 78-24**, Jupiter Fire Rescue Department, Cinquez Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two story Fire Station and associated improvements on 3.0 acres of property, located at 2197 W. Indiantown Road.

In order to maintain a project timeline that allows for construction and completion of the Fire Station in time to provide for services, staff expedited the public hearing schedule. As a result, the Town Council agenda was sent out to the Town Council prior to the Planning and Zoning Commission meeting. Below is their recommendation for the Town Council's consideration.

Planning and Zoning Commission Recommendation

At their July 9, 2024 meeting, the Planning and Zoning Commission unanimously recommended approval (7-0 vote) of the subject Special Exception and Site Plan applications.

Commission input and comments included:

- Landscape - The commission was receptive to making modifications to address a resident email regarding additional landscape modifications within the Carver Avenue enhanced buffer to swap out four to five existing oak trees for palms and seek the Town Council's final direction for Staff to incorporate into the final landscape plan.
- Parking - The commission concurred that the parking proposed park uses is adequate and supported leaving the existing 11 grass parking spaces north of the restroom building as grass, in lieu of paving.
- Signage – Suggestions were made to encourage signage be oriented to Indiantown Road.

The video recording of the meeting is available at
<https://jupiterfl.new.swagit.com/videos/309851>

TOWN OF JUPITER
Jupiter Fire Rescue Department Piatt Station



DATE	July 16, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Resolution 79-24, Jupiter Fire Rescue Department, Piatt Station</u> – Special Exception and Site Plan applications for a two story Fire Station and associated improvements.

EXECUTIVE SUMMARY

Consideration of Special Exception and Site Plan applications for a two story Fire Station and associated improvements, on a 4.7± acre property, located at 500 US Highway 1.

ANALYSIS

On January 16, 2024, the Town Council approved the contract with WGI for the design and construction criteria package to plan for the construction of a fire station on the subject property. The Piatt property is within the Community Redevelopment Agency, and is currently being used by the Florida Department of Transportation (FDOT) as a temporary staging and laydown area for the US Highway 1 Bridge project. Town Staff is working with FDOT to vacate the site in advance of the Town's construction of the fire station.

In general, the plans were developed to locate the fire station to the south leaving as much of the property available for future use to the north. The plans provide for a conceptual second phase (see SP-2) that outlines a potential future phase of development consistent with the 2024-2025 Strategic Priority for Piatt Place to "Explore options for uses". Improvements include: public access such as a Riverwalk connector loop to connect with the Riverwalk and the planned Sun Trail improvements along US1, a potential kayak launch, and marine and environmental enhancement areas. If the Town Council desires to discuss other future uses in more detail, a Town Council roundtable can be scheduled for September or it could be determined as part of the recreation master plan.

The subject property contains an existing parking structure that is planned to be demolished. Over two acres of old growth mangrove forest on the west and north side of the property will be preserved. This mangrove forest is contiguous to a larger mangrove forest that is primarily owned by the State to the south. No impacts to the mangroves are proposed with the fire station application and a transitional wetland buffer, containing native upland plant material, will be installed to enhance the natural resources. A condition is included to identify what portions of the buffer will be constructed during phase 1 with the fire station.

Minor conditions have been included to create a rain garden along the US Highway 1 frontage and defining future monument sign limits have been included as further detailed in the staff report.

The Town Attorney has reviewed the attached Resolution and finds it to be in acceptable form.

PLANNING AND ZONING RECOMMENDATION:

This item is scheduled for the July 9, 2024 Planning and Zoning Commission meeting. Staff will provide a memo to the Town Council on July 10, 2024, related to the Planning and Zoning Commission's recommendation for Town Council consideration.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility

ATTACHMENTS

1. Resolution No. 79-24
2. Staff Report and Attachments
3. Applicant Presentation
4. PZ Commission Recommendation Memo

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Garret Watson at Garretw@jupiter.fl.us or 561-741-2549.

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13 **RESOLUTION NO. 79-24**
14

15 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**
16 **JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE**
17 **AND SITE PLAN AUTHORIZING THE CONSTRUCTION OF A**
18 **FIRE STATION AND ASSOCIATED IMPROVEMENTS ON A 4.7±**
19 **ACRE PROPERTY, LOCATED AT 500 US HIGHWAY 1;**
20 **PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**
21 **EFFECTIVE DATE.**
22

23
24 **WHEREAS,** the Town of Jupiter is the owner (“the Owner”) of approximately 4.7±
25 acres of property (“the subject property”); and,

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

28 **WHEREAS,** the subject property’s address is 500 US Highway 1; and,

29 **WHEREAS,** the Town Manager of the Town of Jupiter through WGI, Inc. (“the
30 Agent”) has submitted applications for a special exception use and site plan for a fire
31 station and associated improvements to be developed upon the subject property (“the
32 Application”); and,

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

WHEREAS, the Town Council has conducted a quasi-judicial hearing to consider the Application; and,

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

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

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

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

Section 2. The Town Council hereby approves a special exception use and a site plan authorizing the construction of a fire station and associated improvements on the subject property.

Section 3. The Owner and its successors or assigns shall comply with and maintain the following conditions:

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

- a) Site Plan, prepared by WGI, Inc., referenced as "SP-1 and SP-2", revised 05/31/24, received and dated by the Department of Planning and Zoning on 06/14/24.

- 60 b) Landscape Plan, prepared by WGI, Inc., referenced as “LD-100, LD-101,
61 LD-200, LP-100, LP-101, LP-500, and LP-600”, revised 06/14/24,
62 received and dated by the Department of Planning and Zoning on
63 06/14/24.
- 64 c) Traffic Statement, prepared by WGI, Inc., dated 05/15/24, received and
65 dated by the Department of Planning and Zoning on 05/15/24.
- 66 d) Statement of Use, prepared by WGI, Inc., revised 06/14/24, received and
67 dated by the Department of Planning and Zoning on 06/14/24.
- 68 2) The uses conducted on the subject property shall be consistent with the
69 Statement of Use, revised 06/14/24, received and received by the Department of
70 Planning and Zoning on 06/14/24.
- 71 3) Any revisions to the site plan, Statement of Use, or other details submitted as
72 part of the Application, including but not limited to the location of the proposed
73 improvements or additional, revised, or deleted colors, materials, or structures, or
74 changes to how the use operates, shall be submitted to the Department of
75 Planning and Zoning (the Department) and shall be subject to its review and
76 approval.
- 77 4) **Site Plan.** Upon the submission of the final plans and prior to the issuance of any
78 development permits, the Agent shall revise the Site Plan regarding the detention
79 area located at the southwest corner of the proposed fire station building to
80 provide for the creation of a rain garden and appropriate landscape materials.
- 81 5) **Environmental Preservation and Landscaping.** Upon the submission of the
82 final plans and prior to the issuance of any development permits, the Agent shall
83 revise the plans to identify on the Sheet B.01, the Transitional Wetland Buffer

84 Planting Plan, the limits of the installation of the wetland buffer that is associated
85 with fire station Phase 1 improvements.

86 6) **Signage.** Any freestanding sign associated with the Fire Station shall have a
87 maximum height of 7 feet, unless it is constructed as part of a pedestrian
88 amenity, and shall be architecturally compatible with the building.

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

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

94 Attachments: Exhibit "A" – Legal Description

95 #5625660 v1 26503-00001

Legal Description

A portion of Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida, lying West of U.S. Highway 1, and East of the Intracoastal Waterway, as recorded in Plat Book 27, page 34, public records of Palm Beach County, Florida, more particularly described as follows:

From the quarter section corner in the North line of said Section 6, run North 89°33'30" West, along said North line, a distance of 164.12 feet to a point in the Easterly right-of-way line of the Intracoastal Waterway, according to the Plat thereof, recorded in Plat Book 17, page 3A, public records of Palm Beach County, Florida; said point being, also, in the bulkhead line, established by the commissioners of Palm Beach County and the Town of Jupiter, Florida, according to the Plat thereof, recorded in the Plat Book 27, page 34, public records of Palm Beach County, Florida; thence South 17°36'54" East, along said Easterly right-of-way line of the Intracoastal Waterway and the bulkhead line, established by the commissioners of Palm Beach County and the Town of Jupiter, Florida, a distance of 721.60 feet to the Northwest corner and Point of Beginning of the herein described parcel of land; thence North 57°23'06" East, along said bulkhead line, a distance of 138.45 feet to the beginning of a curve, concave to the Northwest, having a radius of 98.50 feet and a central angle of 60°37'03"; thence Northeasterly and Northerly, along the arc of said curve and said bulkhead line, a distance of 104.21 feet; thence North 86°46'03" East, a distance of 102.25 feet to a point in the Westerly right-of-way line of State Road No. 5, according to the Plat thereof, recorded in Road Plat Book 2, page 110, public records of Palm Beach County, Florida, said point being, also, in the arc of a curve, concave to the East, having a radius of 2924.93 feet and a central angle of 12°52'50"; thence Southerly, along the arc of said curve and said Westerly right-of-way line of State Road No. 5, a distance of 657.54 feet to a point in the Northerly right-of-way line of Old Jupiter Beach Road; thence South 52°53'06" West, along said Northerly right-of-way line, a distance of 317.84 feet; thence South 87°44'38" West, a distance of 16.27 feet; thence North 28°45'22" West, a distance of 48.77 feet to a point in the Easterly right-of-way line of the Intracoastal Waterway, as recorded in Plat Book 27, page 34, records of Palm Beach County, Florida; thence North 17°36'54" West, along said right-of-way line, a distance of 628.61 feet to the Point of Beginning.

**Town of Jupiter Staff Report for Jupiter Fire Rescue Department - Piatt Station
TOWN MANAGER'S OFFICE**



DATE: July 2, 2024
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **Jupiter Fire Rescue Department, Piatt Station** – Special Exception and Site Plan applications for a two story Fire Station and associated improvements, on a 4.7± acre property, located at 500 US Highway 1. (PZ 24-6046 and 24-6047)

JS

Res. #79-24
 PZ 24-6046 & 6047
 G. Watson

P&Z Commission: 07/09/24
 Town Council: 07/16/24 (quasi-judicial)

Project Information

Project Name:	Jupiter Fire Rescue Department – Piatt Station
Owner/Applicant:	Town of Jupiter
Agent:	WGI, Inc.
Location:	Located on the west side of U.S. Highway One, south of Burt Reynolds Park
Acreage:	4.74 ± acres
Future Land use designation:	Commercial within the U.S. Highway One/Intracoastal Waterway Corridor District / Waterway, Commercial and Entertainment sector
Zoning:	U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
Existing uses:	Abandoned subsurface parking structure
Proposed uses:	Fire station and associated improvements
Request:	Special Exception and Site Plan applications for a fire station and associated improvements (see Attachment A).

Staff Compliance Review Summary

The requested site plan amendment is in compliance with the Town Code. Conditions have been included in **Resolution No. 79-24** to address minor details of the plans and future signage.

Project Data

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

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Recreation (Burt Reynolds Park)	Recreation / Public Institutional (PI)
South	Vacant Land	Commercial / U.S. Highway One/Intracoastal Waterway Corridor District – Waterway Commercial and Entertainment Subdistrict (US1/ICW-WCE)
East	Recreation (Burt Reynolds Park and PBC Fire Station 18)	Recreation / Public Institutional (PI) and Public/Institutional / Public Institutional (PI)
West	Intercoastal Waterway; Fullerton Island; and, Single Family Residences	Conservation / Conservation Preservation (CP) and Low Density Residential / Residential Single Family (R 1)

Table 2: Site Plan

	US 1/WCE Waterway Commercial & Entertainment [27-1489]	Owner's proposal
Lot area (minimum)	15,000.0 square feet	206,038.8 sf (4.73 ac)
Lot width (minimum)	75.0 feet	658.2 feet
Lot depth (minimum)	150.0 feet	300.0 feet
Front setback – U.S. Highway One (East)	50.0 feet	50.0 feet
Rear setback (West)	20.0 feet	60.4 feet
Side setback (North)	10.0 feet	451.0 feet
Side corner setback (South)	35.0 feet	73.3 feet
Lot coverage	35.0 percent	03.4 percent
Building Height (average)	35.0 feet	30.0 feet

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	25	33
Foundation Perimeter Planting (Linear Feet)	171 LF	235 LF
Foundation Perimeter Planting (Square footage)	1,605 SF	2,202 SF
Interior Landscape Area (square footage)	4,966 SF	33,596 SF
Native trees, shrubs, and groundcovers	50%	100% ¹

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Owner's proposal
Satisfies Town of Jupiter TPS	Yes
Satisfies Palm Beach County TPS	Yes
New daily trips	74
New AM peak hour trips	7
New PM peak hour trips	7

Table 5: Parking

Parking requirements	Required	Provided
Standard Space	N/A ²	23

¹ Excludes perennial peanut, which is not native but is being used as a replacement for sod to reduce long term reliance on irrigation.

² Pursuant to Section 27-2828(Table1), for uses not listed the number of spaces is to be determined by the director of planning and zoning. The Fire Chief has provided information related to the number of spaces based on the number of employees and members of the public anticipated on site, while accounting for shift change overlap.

Parking requirements	Required	Provided
Handicapped parking spaces	2	2
Total		25

Table 6: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 7: Pedestrian Amenities

Parking requirements	Required	Provided
Bicycle Rack	n/a	2
Bench	n/a	1
Trash receptacle	n/a	1

Background

Table 8: Background/history.

Date	Description
1983	Town Council approves a development called “Calle Vieja”. A subsurface parking structure was constructed, but no other portion of the development was completed, other than structural columns above the garage level which were demolished years ago.
1999	Town purchased property.
2023	As part of the adopted 2023-2024 Strategic plan, the Town Council adopted the “Fire Rescue Strategy” Strategic Initiative to evaluate the alternatives for fire and EMS services and select and develop a plan for implementation

On January 16, 2024, the Town Council approved the contract with WGI for the design and construction criteria package to plan for the construction of a fire station on the subject property. The Piatt property is within the Community Redevelopment Agency, and is currently being used by the Florida Department of Transportation (FDOT) as a temporary staging and laydown area for the US Highway 1 Bridge project. Town Staff is working with FDOT to vacate the site in advance of the Town’s construction of the fire station. Upon FDOT vacating the property, the existing parking structure will be demolished and the site will be prepared for development by bringing in fill to raise the grade.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. Based on the uses proposed on the subject property, the request is consistent with the CLUP.

Permitted Uses. Pursuant to Section 27-1484, entitled “Use regulations”, limited public uses greater than 5,000 square feet are a special exception use. Pursuant to Section 27-2907, entitled “Limited public uses”, Government Services “including, but not limited to fire stations...” are classified as limited public uses.

Site Plan. The proposed development's site plan is in conformance with the requirements of Chapter 27, entitled "Zoning". The proposed fire station site plan provides ingress along the north side of the building with egress through the Old Jupiter Beach Road right-of-way. Median cuts are being provided on US Highway 1 with an emergency signal at the egress to ensure that emergency vehicles have access to all turning movements. The modifications have been conceptually approved by FDOT.

In general, the plans were developed to locate the fire station to the south leaving as much of the property available for future use. Space has been identified on the north side of the property for future development as determined by the Town Council. The plans provide for a conceptual second phase (see SP-2) that outlines a potential future phase of development consistent with the 2024-2025 Strategic Priority for Piatt Place to "Explore options for uses". The intent of SP-2 is to generally entitle the site for these improvements which shall be subject to a future Capital Investment Program (CIP) approval provided they are generally consistent. The future phase could include public access such as a Riverwalk connector loop to connect with the Riverwalk and the planned Sun Trail improvements along US1, a potential kayak launch, and marine and environmental enhancement areas. If the Town Council desires to discuss other future uses in more detail, a Town Council roundtable can be scheduled for September or it could be determined as part of the recreation master plan.

The proposed plan includes a bioswale area between the proposed fire station and US Highway 1. In order to ensure that the area is adequately depressed and planted, staff has added a condition that the **detention area located at the southwest corner of the proposed fire station building provide for the creation of a rain garden and appropriate landscape materials.**

Environmental Preservation and Landscaping. The proposed development is in conformance with the US1/Intracoastal Waterway Zoning District landscaping and the Environmental Preservation requirements of the code. The property was previously inundated with Earleaf acacia, Australian Pines and other exotics. The Town and the Florida Department of Transportation (FDOT) removed the prohibited and exotic vegetation prior to FDOT using the site for construction trailers and staging for the new US1 Bridge. The existing property contains approximately a dozen native trees that will be preserved or relocated per the Tree Inventory Plan (sheet T1.1). A spectacular environmental feature is over two acres of old growth mangrove forest on the west and north side of the property that will be preserved. This mangrove forest is contiguous to a larger mangrove forest that is primarily owned by the State to the south. No impacts to the mangroves is proposed with the fire station application and a transitional wetland buffer, containing native upland plant material, will be installed to enhance the site. The wetland buffer will provide plantings for wildlife habitat, foraging and protection to the mangroves.

As previously noted, the proposed site plan for the fire station is the south portion of the overall Piatt Place property and is Phase 1. If desired and programmed by the Town Council the future phase (conceptually shown on Site Plan sheet SP-2), includes the ability to add public access, a kayak launch, potential Riverwalk connector and additional environmental and marine improvements. It is proposed that the entire front landscape buffer be installed with the fire station in Phase 1 to provide a cohesive streetscape along US Highway 1. In addition, the landscaping and environmental improvements for the fire station will include those items specified on the landscape plan and that portion of the transitional wetland buffer abutting the proposed fire station along the proposed retaining wall east of the existing mangroves. The remainder of the transitional wetland buffer will be installed with any future phases as part of a Community Redevelopment Agency project, so those improvements may be coordinated with

any additional park and environmental improvements. A condition of approval has been recommended to **identify on the Sheet B.01, the Transitional Wetland Buffer Planting Plan, the limits of the installation of the wetland buffer that is associated with fire station Phase 1 improvements.**

The US1/Intracoastal Waterway Zoning District, Section 27-1492, requires a 25' wide front landscape buffer along US Highway 1. The proposed site plan provides the required perimeter buffers and will include the following additional items:

- Transitional wetland buffer to the mangrove preserve that varies in width from 15' to 45';
- Predominantly native and xeric plant material;
- A rain garden that will capture stormwater and also irrigate plantings along US Highway 1;
- Native shade trees that will provide shade over the planned SUN Trail path (to be designed, permitted and constructed through a program by FDOT) along US Highway 1;
- Clusters of Sabal Palms at the driveway entrances similar to the Town's gateway features on Indiantown Road.

Architecture. The proposed development is in conformance with the US1/Intracoastal Waterway Zoning District Architectural Design Guidelines and the Community Appearance standards of the code. The building is compatible to other buildings in the surrounding area. The proposed 2-story fire station building is an Anglo-Caribbean architectural style with stucco on the ground floor and horizontal siding on the second floor. Other architectural details and pedestrian scale elements include a porch provided at the ground level abutting the community room and facing the mangrove preserve, balconies on the second floor, a tower element with a double-pitched roof, and decorative shutters. The Architectural Design Guidelines of the US1/Intracoastal Waterway Zoning District, Section 27-1491, requires specific architectural details consistent with a defined architectural style. The building is consistent with the Coastal Vernacular style and includes the following details:

- Hipped roof with projecting eaves;
- Porches with squared columns;
- Clapboard;
- Metal roof;
- Louvered shutters;
- Exposed trusses or brackets; and,
- Stucco.

Traffic. The proposed application is subject to conformance with Palm Beach County (PBC) and the Town's traffic performance standards. Staff has received PBC Traffic approval as well as approval from the Town's traffic engineer. The proposed fire station is anticipated to produce 74 Average Daily Trips, 7 AM Peak Hour, and 7 PM Peak Hour trips (see Attachment B).

Signage. Signage details have not been provided with the site plan application. Any proposed signs will be required to be in conformance with Section 27-3359 and 3362, entitled "Space regulations for permanent signs".

- The plan does not include a freestanding sign that may or may not be desired in the future. Consistent with the precedent of previous site plan approvals to limit the heights of freestanding signage, staff has recommended a condition that **any freestanding sign associated with the Fire Station shall have a maximum height of 7 feet, unless it is constructed as part of a pedestrian amenity, and shall be architecturally compatible with the building.**

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met all 12 criteria.

The proposed fire station is consistent with the Comprehensive Plan and Town Code and has been designed to be compatible with the character of the area and surrounding uses. In general, fire stations are integrated and essential parts of the community they serve. The proposed fire station is located fronting on a commercial and mixed use corridor. It is common that fire stations are located on property shared with other governmental uses and parks. The proposed fire station has been designed to maximize the remainder of the property for future public access and park use.

Special exception criteria.

Section 27-177, contains minimum criteria for review of special exception applications. Upon review of the criteria in Section 27-177, staff finds that the applicant will satisfy all of the minimum criteria.

Attachments:

Resolution No. 79-24

Attachment A – Statement of Use

Attachment B – Traffic Generation Statement

* Please contact Garret Watson at garretw@jupiter.fl.us 561-741-2549 in order to obtain a copy of the proposed plans or any attachments.

Statement of Use
Piatt Place Fire Station
Town of Jupiter
Initial Submittal: 5/13/2024
Resubmittal: 6/14/2024

REQUEST

On behalf of the applicant, WGI respectfully requests the following:

- **Site Plan Review** and **Special Exception** to approve the development of a fire station.

SITE CHARACTERISTICS

The subject property is located along U.S. 1, immediately south of Burt Reynolds Park adjacent to the Jupiter Riverwalk. It is 4.74 acres and is identified by the parcel number 30-43-41-06-27-001-0000. The future land use (FLU) designation is Commercial (C), and the zoning classification is U.S. Highway One/Intracoastal Waterway Corridor (US1/ICW). The subject property is currently vacant, with an abandoned multi-family construction site, vegetation, and wetland.

Aerial Photograph of Subject Property





SURROUNDING USES

The area surrounding the subject property primarily contains public uses. Directly abutting the subject property to the north is Burt Reynolds Park with boat ramps and associated parking. The park continues east of the subject property across U.S. Highway One, complete with additional boat ramps, The River Center (an aquarium), multiple pavilions, open space, and outdoor sports and play areas. Palm Beach Fire Rescue Station 18 is also east of the subject property, across U.S. Highway One, in Burt Reynolds Park. Abutting the subject property to the south is Old Jupiter Road, owned by the Town of Jupiter. South of the road is vacant land owned by KB Carlin LLC. This property is currently in the entitlement process to build an approximately 12,600 square-foot mixed-use building. West of the subject property is the south fork of Loxahatchee River. Across the river, approximately 500 feet from the subject property boundary, are single-family homes.

The following table shows the FLU, zoning, and uses of properties adjacent to the subject property:

Surrounding Uses Table			
	FLU	Zoning District	Existing Use
Subject Site	Commercial (C)	U.S. Highway One/Intracoastal Waterway Corridor (US1/ICW)	Vacant
North	Recreation	Public/Institutional (PI)	Public Park
East	Recreation	Public/Institutional (PI)	Public Park
	Public/Institutional		Limited Public Use
South	Commercial (Proposed: Mixed-Use)	Commercial, General (C2) (Proposed: U.S. Highway One/Intracoastal Waterway Corridor)	Vacant (Proposed: Mixed-Use)
	Commercial	Commercial, General (C2)	Public Right-of-way
West	N/A	N/A	Waterway
	Low Density Residential	Residential, multi-family (R3)	Single-family Dwelling
	Medium Density Residential		

PROPOSED DEVELOPMENT PROGRAM

The Town of Jupiter has recently launched the Jupiter Fire Rescue Department (JFRD), granting them control over logistics pertaining to fire rescue and emergency services in the town. The Piatt Place Fire Station is one of two stations to be developed for JFRD.

The proposed development is in two phases. Phase one is for a two-story, 13,813 square foot fire station owned and operated by the Town of Jupiter and JFRD. Per Section 27-1838. Use Regulations, the subject property belongs to the Waterway Commercial and Entertainment Subdistrict which lists limited public uses greater than 5,000 square feet as a special exception use in the subdistrict. Per Section 27-2907.(1) Limited Public Uses, a fire station is a limited public use. Per Section 27-2828. Standards for required off-street parking and loading spaces, the number of parking spaces required for the proposed development is to be determined by the director of planning and zoning. A 25-space parking lot is proposed for the fire station, meeting the minimum requirement of 22 spaces as determined by Fire Chief Derrel Donatto. Each shift, a minimum of 11 JFRD staff are present. A 25-space parking lot provides flexibility for an overlap of staff as they come and go from their shifts. Ingress into and egress out of the subject property will be via U.S. Highway One. Fire trucks, however, will use Old Jupiter Beach Road when exiting the fire station. Access to Old Jupiter Beach Road will be provided to the KB Carlin property to the south of the subject property when developed. Phase two is for future improvements such as a riverwalk, bioretention area, kayak launch, and marine improvements.

CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS**Green Space Standards**

Per Section 23-71. Green space standards, minimum green space standards have been met via preserved mangroves and other native vegetation, vegetation within the landscape buffer, foundation planting, and additional interior landscaping. Further details are illustrated on the landscape plan provided in this submittal package.

Criteria for Special Exceptions

Per Section 27-177. Criteria for special exceptions, the following criteria have been met:

- **“The proposed special exception use shall be compatible with the character and use (existing and future) of the surrounding property in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.”**

The proposed fire station use is compatible with surrounding uses. Like Burt Reynolds Park, the subject property will also be publicly owned and operated by the Town of Jupiter, meaning that the Town is able to control the compatibility between Burt Reynolds Park and the subject property. South of the subject property, the KB Carlin LCC properties are undergoing a Rezoning to the US1/IWC zoning classification, the same as the subject property. The proposed fire station will provide valuable fire rescue and emergency services to Burt Reynolds Park and the future mixed-use building proposed by KB Carlin LLC, without creating a disruptive increase in traffic, noise, or other commotion.

- **“The proposed special exception use shall not have a detrimental impact on surrounding properties based on:**
 - a) **The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
 - b) **The degree of noise, odor or other potential nuisance factors generated by the special exception use; and**
 - c) **The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.”**

The proposed fire station will not have a detrimental impact on surrounding properties. Each shift at the fire station will have a minimum of 11 employees, and there are a total of 25 parking spaces. This means that at any given time at least 11 employees will be on staff and that there is a maximum potential for 25 automobiles to be present on the subject property. There will be a slight increase in noise in the area from horns or sirens as emergency vehicles leave the station to respond to an emergency. This increase in noise, however, will not have a detrimental impact as the sirens or horns will only sound when emergencies arise, and will not stay on the subject property. Though there will be a slight increase in traffic on U.S. Highway One as JFRD staff come into and out of the property, traffic flow will not be significantly impacted by the proposed development except in instances where emergency vehicles are exiting the station. When this occurs, vehicles on U.S. Highway One are required to stop to allow emergency vehicle(s) to exit the station.

Criteria for Site Plan Review

Per Section 27-175. Criteria for site plan review, the following criteria have been met:

- **“The proposed development is consistent with the goals, objectives and policies of the town comprehensive plan.”**

The proposed development is consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan as reflected in the “Consistency with the Comprehensive Plan” section of this statement of use.

- **“The proposed development is consistent with any applicable, countywide land development regulations.”**

The proposed development is consistent with the Palm Beach County Unified Land Development Code where applicable.

- **“The proposed development is consistent with all applicable land development regulations and all other portions of this Code.”**

The proposed development is compatible with the Town of Jupiter Land Development Regulations as reflected in the “Proposed Development Program” and “Consistency with Land Development Regulations” sections of this statement of use.

- **“The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.”**

The character of the proposed development is compatible and consistent with the character of the Riverwalk Corridor. The architecture of the proposed fire station matches the character of buildings in the surrounding area, and the open space creates the potential for future development that can match the character of Burt Reynolds Park.

- **“The proposed development does not create or excessively increase traffic congestion or otherwise affect public safety.”**

Traffic may pause when emergency vehicles exit the station in response to emergencies, but overall, the proposed development does not create or excessively increase traffic congestion in the area.

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

Concurrency reviews have been completed and have determined that there is sufficient utility availability and traffic capacity for the proposed development.

- **“The proposed development does not significantly reduce light and air to adjacent properties.”**

The proposed building is two-stories, and the subject property has a lot coverage of 5%. Therefore, the proposed development does not significantly reduce light and air to adjacent properties.

- **“The proposed development does not adversely affect property values in adjacent areas.”**

The proposed development benefits the surrounding property by increasing safety and potentially providing recreational activity in the area. Therefore, the proposed development does not adversely affect property values in adjacent areas.

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

The proposed development increases safety and potentially provides recreational activity. Additionally, a future development is currently proposed for the KB Carlin LLC property adjacent to the subject property. Therefore, the proposed development would not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

- **“The proposed development does not create noise or visual pollution.”**

Noise generated by emergency vehicle sirens or horns does not create significant noise pollution. The proposed development does not create visual pollution.

- **“The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks.”**

The proposed development does not negatively impact adjacent natural systems or public facilities. The proposed fire station will use contained basins to catch runoff generated by the fire station and to separate oil and water. This will prevent any runoff from entering the Loxahatchee River west of the subject property.

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

The proposed development provides open space adjacent to Burt Reynolds Park. This open space creates the potential for future development of pedestrian amenities.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed development is consistent with the following goals, objectives, and policies of the Future Land Use Element of the Town of Jupiter Comprehensive Plan:

- **“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.”**

The proposed development enhances proximity of the Intracoastal Waterway by providing a scenic corridor through the construction of the fire station and proposed landscaping.

- **“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.”**

The proposed development provides open space adjacent to Burt Reynolds Park. This open space creates the potential for future development that may link the area in a north-south manner

- **“Policy 1.9.7 Maintain land development regulations for the Waterway, Commercial and Entertainment sector as follows:**
 - a) provide for a public accessible walkway along the Intracoastal Waterway which incorporates elements of pedestrian amenities thereby encouraging non automobile traffic between sectors;
 - b) provide a strong waterfront orientation for development;
 - c) use of a coastal vernacular style of architecture (incorporating architectural techniques and features from the following design disciplines: stick, shingle, Mediterranean, craftsman, and Florida cracker styles);
 - d) prohibition of auto oriented uses (such as drive through facilities and gas stations);
 - e) provide for vistas of the Intracoastal Waterway from U. S. Highway One and the Indiantown Road bridge and from within the sectors of the development;
 - f) the maximum density for residential uses shall be 6 units per acre. The Town Council may grant a density bonus of up to 15 du/acre, based upon the following:
 - 1) Riverwalk land acreage designated above the minimum;
 - 2) The enhancement of public access onto the Riverwalk;
 - 3) Extent of public amenities provided;
 - 4) Significant enhancements to the land area and landscape/planting materials of the buffer from nonresidential uses incorporated within the site design.
 - g) provide public open spaces and public squares within developments to encourage public use along the waterways; and,
 - h) maintain the Plaza Down Under below the Indiantown Road Bridge as a supporting amenity to the Riverwalk, which includes public parking, lighting, public amenities and connects the north and south sides of Indiantown Road with a direct pedestrian link.”

The proposed development provides open space that provides the potential for future development of a publicly accessible walkway along the Intracoastal Waterway. The potential walkway may also provide users with vistas of the Intracoastal Waterway if the elevation allows users to view the waterway above the mangroves.

- **“Objective 1.10 The Town shall continue to maintain land development regulations for the Riverwalk Corridor (as shown on the Town’s Future Land Use Map) along the Intracoastal Waterway providing for pedestrian movement, encouraging nonvehicular movement of people and complimenting the visual features and natural resources of the Intracoastal Waterway north and south of Indiantown Road.”**

The proposed development provides open space that creates the potential for pedestrian/nonvehicular movement.

- **Policy 1.10.4** The Town shall maintain land development regulations for the Riverwalk Corridor including but not limited to: variable landscape themes; public parking requirements for vistas of the Intracoastal Waterway within the Riverwalk Corridor; natural coastal vegetation within landscape buffering; providing access and support amenities to the Riverwalk Corridor which encourages the development of a public presence and provides public access to the Intracoastal Waterway.

Mangroves within the subject property boundary are to remain, keeping a landscaping theme consistent with the Intracoastal Waterway. Open space creates the potential for future development that may provide access and supporting amenities to the Riverwalk Corridor, which may encourage the development of a public presence and public access to the Intracoastal Waterway.

- **Policy 1.10.9** All properties owned by the Town of Jupiter within the Riverwalk Corridor are designated as a linear park to provide continuous multi-purpose pedestrian pathways along the waterway. Park amenities shall include public docks and water-oriented uses, which include but are not limited to water taxi, fishing boats, dive boats, sightseeing boats, and non-motorized watercraft rentals to maximize the enjoyment and accessibility of the Oxbow, Jupiter River, Jupiter Inlet and Intracoastal Waterway.

The proposed development provides open space north of the proposed fire station. The open space encourages the appearance of a linear park, as it abuts Burt Reynolds Park. Additionally, the open space creates potential for future development which can increase this appearance.

The proposed development is consistent with the following goals, objectives, and policies of the Coastal Management Element of the Town of Jupiter Comprehensive Plan:

- **Policy 1.5.5.** Buffer zones of vegetation and/or riprap, to provide for an environment for native vegetation, should be established between any area of urban development and adjacent waterways. The native vegetation should consist of coastal plants such as mangroves, salt wart or sea ox-eye daisy and other coastal plants identified in Section 62-340.450, Florida Administrative Code.

Heavily wooded mangroves exist on the subject property in between developable lands and the waterway. Phase one of the development program does not propose removal of this vegetation. If the removal of mangroves is proposed in phase two, it should be offset by providing a mitigation area.

- **Policy 1.5.6** A buffer zone of native upland edge (i.e., transitional) vegetation shall be provided and maintained around wetland and deepwater habitats which are constructed or preserved on new development sites. The buffer zone may consist of preserved or planted vegetation, but shall include canopy, understory and ground cover of native species only. The edge habitat shall begin at the upland limit of any wetland or deepwater habitat. As a minimum, ten square feet of such buffer shall be provided for each linear foot of wetland or deepwater habitat perimeter that lies adjacent to uplands. This upland edge habitat shall be located such that no less than 50 percent of the total shoreline is buffered by a minimum width of ten feet of upland habitat. In the U. S. Highway One/Intracoastal Waterway Corridor, where land dedication for the Riverwalk Corridor has occurred, this requirement may be waived by the Town Council. The upland buffer requirement does not apply to those created deepwater habitats (e.g., stormwater management ponds) less than one-half acre in size nor to drainage canals or stormwater conveyance requiring periodic maintenance.

There is 883.6 feet of linear wetland adjacent to uplands of the subject property, therefore, a total of 8,836 square feet of buffer is required. The proposed development is providing 25452.61 square feet of wetland buffer along 100 percent of the total shoreline. The development of phase two will minorly reduce the percentage along the shoreline, but it will still be over 50 percent. The wetland buffer zone consists of existing heavily wooded mangroves.

CONCLUSION

The proposed development of a fire station is consistent with the Town of Jupiter's Land Development Regulations and Comprehensive Plan. The fire station falls under the limited public use category and is permitted in the US1/ICW zoning district. The fire station is 13,813 square feet and two stories tall with a 25-space parking lot. The required minimum number of parking spaces is 22, which has been determined by Fire Chief Derrel Donatto pursuant to *Section 27-2828*. The proposed development also consists of a potential riverwalk and kayak launch, of which nine parallel parking spaces and a loading space is being proposed for. These amenities are consistent with the subject property's location in the Riverwalk Corridor, promoting pedestrian activity and nonvehicular movement.

Sincerely,



WGI, Inc.

Doug Murray, PLA, ASLA
Land Development Manager

May 15, 2024

Quazi Bari, P.E.
Palm Beach County – Traffic Division
2300 North Jog Road 3rd Floor
West Palm Beach, FL 33411

Re: Piatt Place Fire Station Traffic Statement
610 US-1 Town of Jupiter, Palm Beach County, Florida
PCN: 30434106270010000

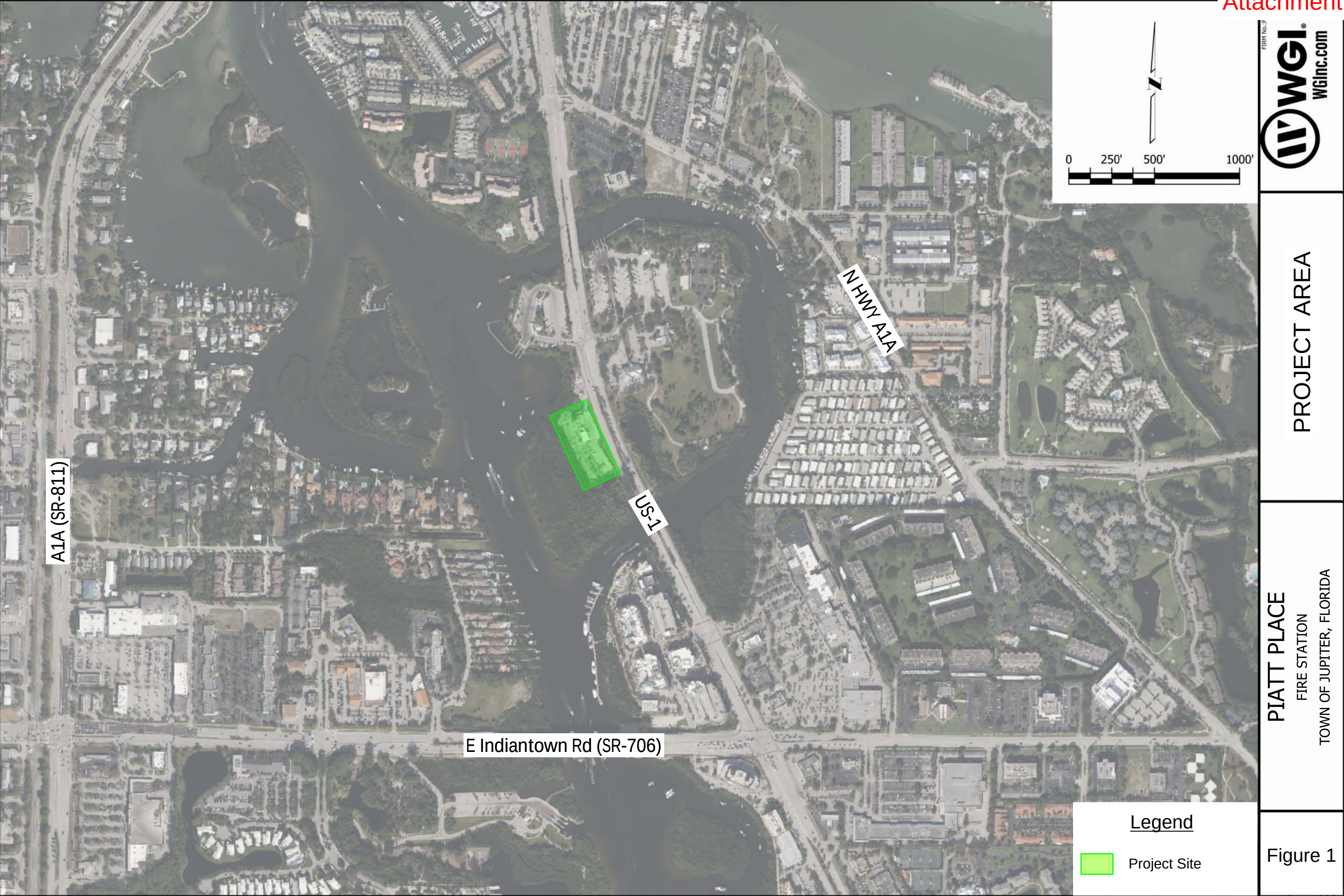
WGI, Inc has prepared a traffic statement for the site located at 610 U.S. Highway 1 in the Town of Jupiter, FL. The proposed development consists of construction of a 13,813sf fire station. **Figure 1** shows the location of the study area and **Attachment A** includes the property detail for the Parcel.

1. Project Description

The subject property is currently vacant. The proposed Project consists of a 13,813sf Fire Station and is expected to be completed in 2025. The site will be accessible via two driveways on U.S. Highway 1:

- Driveway A on the south side of the site will be a two-way driveway used by the fire trucks only. A median break on US-1 is proposed to allow fire trucks to go in the northbound direction.
- Driveway B will be a two-way driveway providing access to the parking lot. A median break along with a left turn bay is proposed on US-1 to allow fire trucks to enter the site from the south.

Figure 2 below shows the proposed site plan for the fire station.



ZONING DISTRICT		MINIMAL LOT DIMENSIONS			MAX. HEIGHT	MAX. BLDG COVER	MIN. SETBACKS			
		SIZE	WIDTH/ FRONTAGE	DEPTH			FRONT	SIDE	SIDE STREET	REAR
US1/ICW	REQUIRED	0.34 AC	75'	150'	35'	35%	50'	10'	35'	20'
	PROVIDED	5.05 AC	658.24'	300.00'	35'	35%	50'	N/A	73.3'	60.4'

APPLICATION NAME
APPLICATION NUMBER
CONTROL NUMBER

EXISTING FUTURE LAND USE DESIGNATION
ZONING
OVERLAY
PROPERTY CONTROL NUMBER(PCN)

BUILDING AREA	(3%) 6,738 SF.
MAXIMUM BUILDING HEIGHT	35'
PROPOSED BUILDING HEIGHT	35'

REQUIRED PARKING		N/A
ADA PARKING		N/A SP.
PROPOSED PARKING ¹		25 SP.
FIRE STATION		23 SP
ADA PARKING ²		2 SP.
TOTAL WETLAND AREA	(45.9%)	2.17 AC.
TOTAL REQUIRED WETLAND BUFFER		0.50 AC.
TOTAL PROVIDED WETLAND BUFFER		0.58 AC.
VEHICULAR USE AREA	(12%)	0.57 AC.
OPEN SPACE	(10%)	0.49 AC.
TRAFFIC ANALYSIS ZONE (TAZ)		54

AC. = ACRES
D.E. = DRAINAGE EASEMENT
DRO = DEVELOPMENT REVIEW OFFICERS
ESMT. = EASEMENT
EX. = EXISTING
FLU = FUTURE LAND USE
L.A.E. = LIMITED ACCESS EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PDE = PUBLIC DRAINAGE EASEMENT
PDR = PROPERTY DEVELOPMENT REGULATIONS

PG. = PAGE
R = RADIUS
R.O.W. = RIGHT-OF-WAY
SW = SIDEWALK
S.B. = SETBACK
S.F. = SQUARE FEET
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE

1. BASED ON REVIEW WITH TOWN OF JUPITER
2. ADA INCLUDED WITHIN TOTAL COUNTS.



NOT FOR CONSTRUCTION
BIDDING, OR PERMIT
PURPOSES.

PREPARED UNDER THE
SUPERVISION OF
WGI, INC.

PIATT PLACE
FIRE STATION
TOWN OF JUPITER, FLORIDA
SITE PLAN

Figure 2

PROJECT# 2200.4

2. Trip Generation Methodology

Project trip generation rates used for this analysis were based on the ITE Trip Generation Manual 11th Edition. The trip generation analysis for the proposed land use was conducted for daily, AM peak hour, and PM peak hour. It is important to note that the AM peak hour and daily vehicle trips were estimated since the ITE Trip Generation Manual provides only PM peak values.

Table 1 shows the project is estimated to generate 74 new daily vehicle trips with 7 occurring during the AM peak hour and 7 trips occurring during the PM peak hour.

Table 1: ITE Trip Generation Rates

Land Use	Density	Units	Daily Total	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Fire and Rescue Station (575)	13.81	KSF	74	5	2	7	2	5	7

ITE Trip Generation Rates for Fire and Rescue Station (575)

Daily (Estimated): $T = 0.09 \times \text{PM Peak}$

AM Peak Hour (Estimated): $T = 0.48 \times (X)$ (71% in, 29% out)

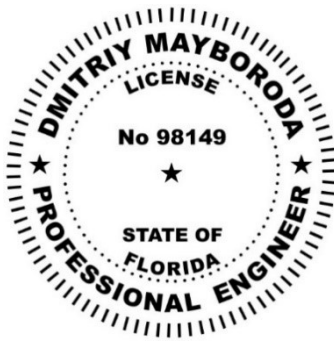
PM Peak Hour: $T = 0.48 \times (X)$ (29% in, 71% out)

Source: *ITE Trip Generation Rates*, WGI, 2024.

CONCLUSIONS

The trip generation data demonstrates that the traffic volumes anticipated to be generated by the fire station are expected to add minor peak hour and daily traffic volumes to the surrounding roadways.

Should you have any questions regarding this traffic study please contact me via email at Dmitriy.Mayboroda@wginc.com or via telephone at (813) 559-2292 if you have any questions.



Respectfully submitted,

WGI, Inc.



Dmitriy Mayboroda, P.E., P.T.O.E

APPENDIX A: Parcel Information

Property Detail

Location Address : US HIGHWAY 1

Municipality : JUPITER

Parcel Control Number : 30-43-41-06-27-001-0000

Subdivision : CALLE VIEJA COND AMEND OR3943P1704 & OR4238P328

Official Records Book/Page : 11236 / 1939

Sale Date : JUL-1999

Legal Description : CALLE VIEJA COND ALL OF COND

Owner Information

Owner(s)

JUPITER TOWN OF

Mailing Address

210 MILITARY TRL

JUPITER FL 33458 5786

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-1999	\$1,850,000	11236 / 01939	WARRANTY DEED	JUPITER TOWN OF
DEC-1996	\$1,300,000	09593 / 01730	WARRANTY DEED	
SEP-1988	\$1,750,000	05829 / 00251	WARRANTY DEED	

Exemption Information

Applicant/Owner(s)	Year	Detail
	2024	

Property Information

Number of Units : 0

*Total Square Feet : 0

Acres : 4.86

Property Use Code : 8900—MUNICIPAL

Zoning : US-1/CW—US-1 INTRACOASTAL WATERWAY (30-JUPITER)

Appraisals

Tax Year	2023	2022	2021	2020	2019
Improvement Value	\$14,011	\$14,379	\$11,710	\$12,007	\$12,155
Land Value	\$2,465,742	\$2,348,443	\$2,013,413	\$2,013,413	\$1,917,580
Total Market Value	\$2,479,753	\$2,362,822	\$2,025,123	\$2,025,420	\$1,929,735

Assessed and Taxable Values

Tax Year	2023	2022	2021	2020	2019
Assessed Value	\$1,645,254	\$1,495,685	\$1,359,714	\$1,236,104	\$1,123,731
Exemption Amount	\$1,645,254	\$1,495,685	\$1,359,714	\$1,236,104	\$1,123,731
Taxable Value	\$0	\$0	\$0	\$0	\$0

Taxes

Tax Year	2023	2022	2021	2020	2019
AD VALOREM	\$0	\$0	\$0	\$0	\$0
NON AD VALOREM	\$0	\$0	\$0	\$0	\$0
TOTAL TAX	\$0	\$0	\$0	\$0	\$0

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpao.gov

Jupiter Fire Rescue Department, Piatt Station

Town Council

July 16, 2024

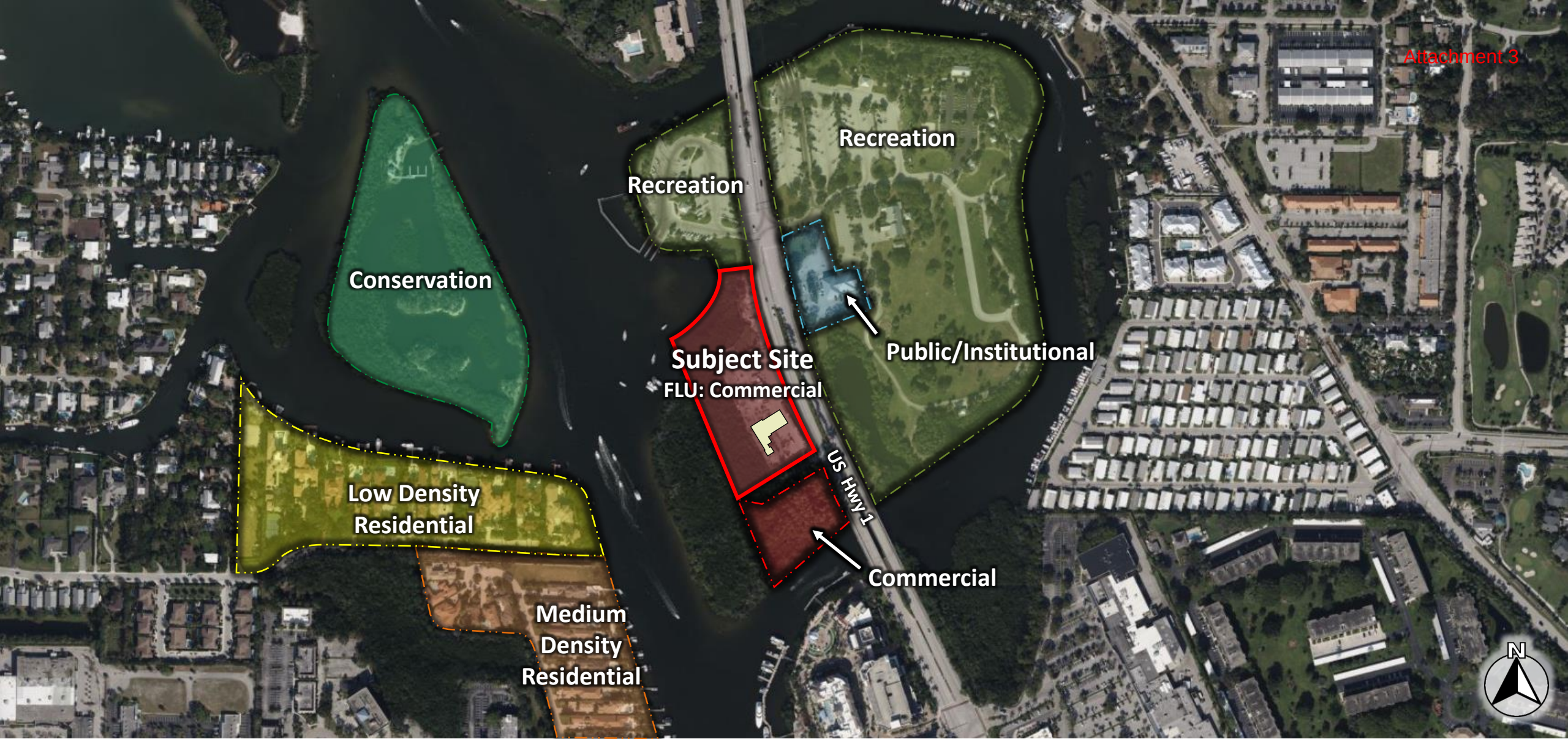


- Site Plan Application and Special Exception to approve the development of a fire station.

APPLICATION REQUESTS



PROJECT LOCATION



FUTURE LAND USE



ZONING



SURROUNDING USES

SITE DATA
Attachment 3

Acreage: 4.73 ac

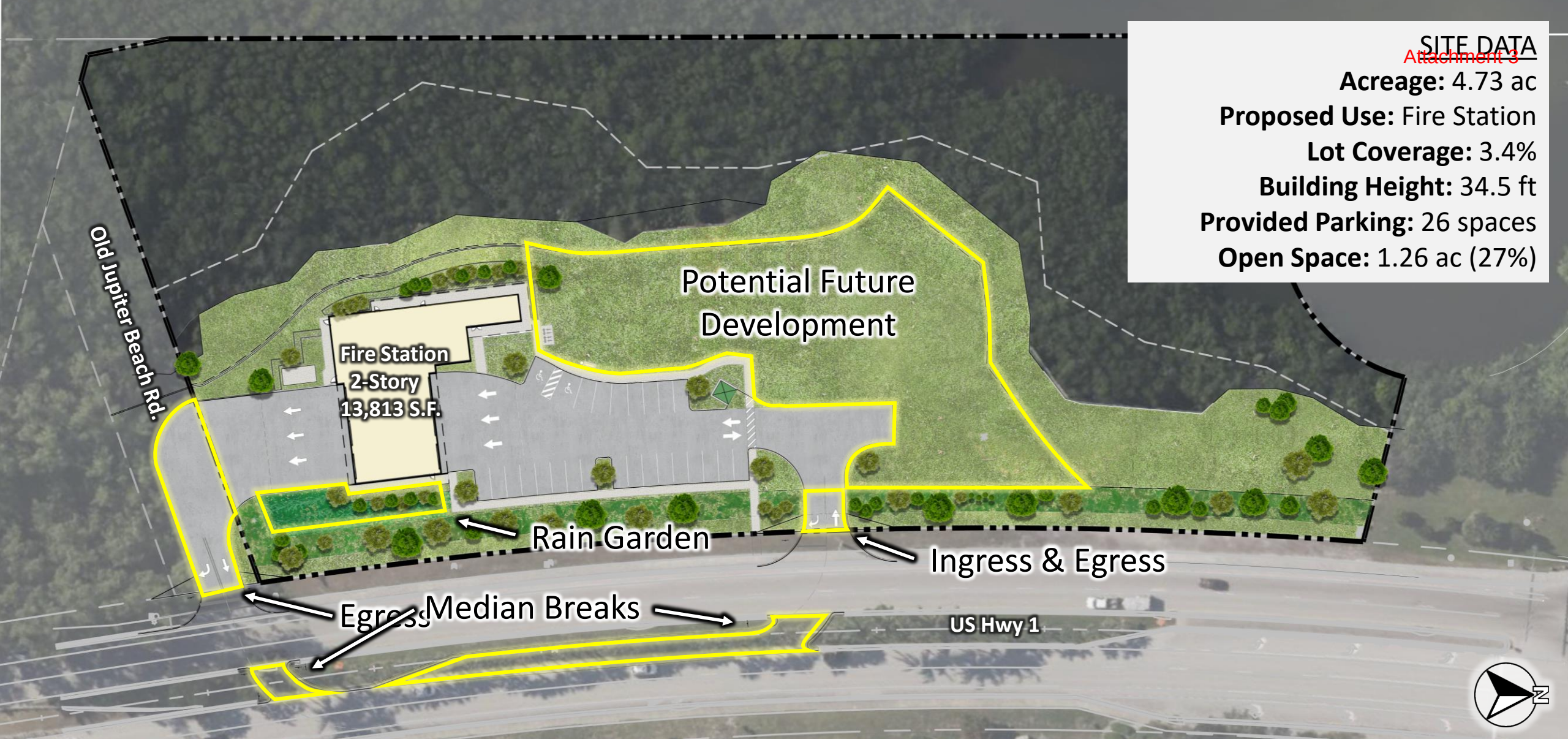
Proposed Use: Fire Station

Lot Coverage: 3.4%

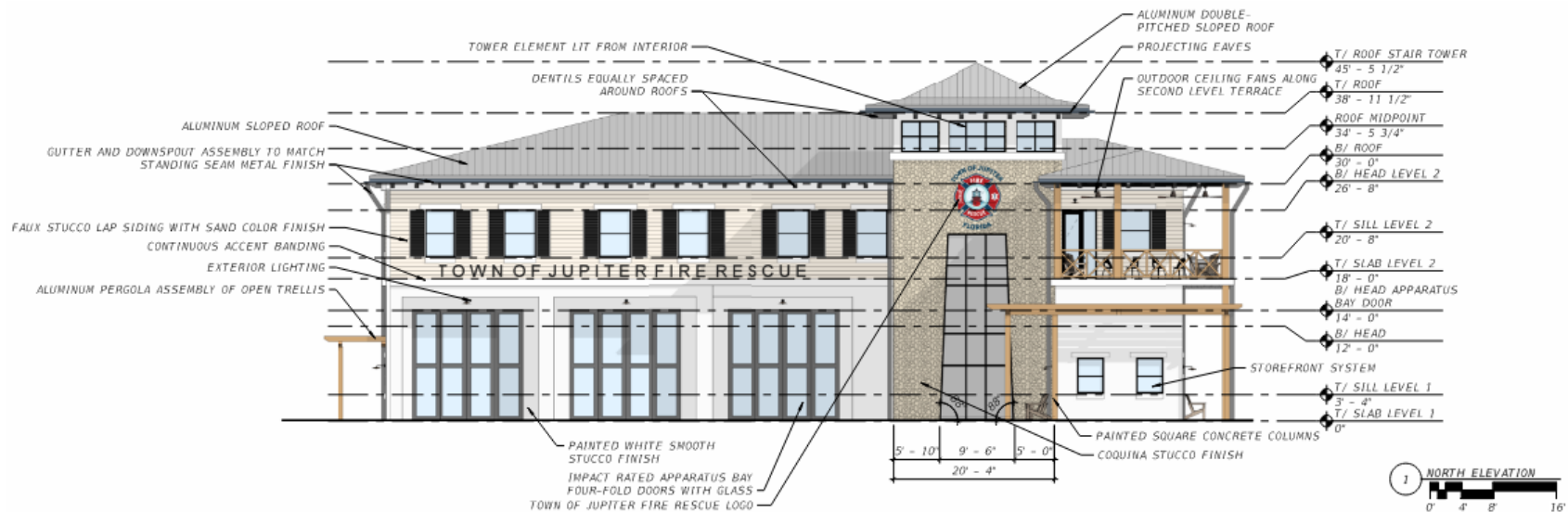
Building Height: 34.5 ft

Provided Parking: 26 spaces

Open Space: 1.26 ac (27%)



Proposed Site Plan



Proposed Elevations

Staff Assessment: the requested site plan amendment is in compliance with the Town Code. Conditions have been included in *Resolution 79-24* to address minor details of the plans and future signage.

Staff Recommendation

Jupiter Fire Rescue Department, Piatt Station

Town Council

July 16, 2024







PLANNING & ZONING DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

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

DATE: July 10, 2024

RE: **AGENDA ITEM #15, Resolution 79-24**, Jupiter Fire Rescue Department, Piatt Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two story Fire Station and associated improvements, on a 4.7± acre property, located at 500 US Highway 1.

In order to maintain a project timeline that allows for construction and completion of the Fire Station in time to provide for services, staff expedited the public hearing schedule. As a result, the Town Council agenda was sent out to the Town Council prior to the Planning and Zoning Commission meeting. Below is their recommendation for the Town Council's consideration.

Planning and Zoning Commission Recommendation

At their July 9, 2024 meeting, the Planning and Zoning Commission voted unanimously (by a 7-0 vote) to recommend approval of the subject Special Exception and Site Plan applications.

The commission was very supportive of incorporating:

- Riverwalk connector improvements in Phase 2 (as shown on Sheet SP-2),
- Environmental enhancements in both Phases 1 and 2, and
- U.S. One frontage landscape treatments in Phase 1.

Suggestions were also made to encourage signage be oriented to U.S. One.

The video recording of the meeting is available at
<https://jupiterfl.new.swagit.com/videos/309851>