



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, OCTOBER 1, 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

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
- Intervenor (if any) presentation
- Public to be heard – Three (3) minute limit
- Motion on the floor

PROCLAMATION

1. Arbor Day – October 17, 2024. #
2. Hispanic Heritage Month - September 15–October 15, 2024. #

PRESENTATION

3. Jupiter Fire Rescue Department Update by Fire Chief Donatto.

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. September 18, 2024 Town Council Meeting Minutes

CONSENT AGENDA

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

PUBLIC HEARING

5. **Ordinance 26-24, First Reading**, Amending Article III of Chapter 2 of the Town's Code to update language to reflect the Fire Rescue department's responsibilities (Second reading is 10/15/2024).

PUBLIC BUSINESS

6. Approving the 2025 Town Council Meeting Schedule.
7. **Resolution 111-24**, Approving contract award to NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC for Owner's Representative Consultant Services.
8. **Resolution 113-24**, Approving the Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the City of Palm Beach Gardens.
9. **Resolution 114-24**, Approving the authorization of work order no. 185 of contract W1724B with Hazen and Sawyer for Maintenance Facility Complex Master Plan in an amount not to exceed \$129,752.49.
10. **Resolution 117-24**, Approving the authorization of Work Order No. 33 to Kimley-Horn and Associates, Inc. for design of Daily Park, Miracle Moments Park, and Heights Park Playground Improvements in an amount not to exceed \$117,890.82.
11. **Resolution 118-24**, Approving contract award of EPW 2024-01 Street Resurfacing and Miscellaneous Roadway Improvements with R & D Paving, LLC in an amount not to exceed \$1,417,966.
12. **Resolution 119-24**, Approving the Interlocal Agreement for Fire-Rescue Dispatch Services with Palm Beach County.

- 13. Resolution 120-24,** Approving the authorization of Work Order No. 37 to Calvin, Giordano, and Associates, Inc. for South Island Way Final Plans in an amount not to exceed \$365,174.13.

REGULAR AGENDA

PUBLIC HEARING

14. CONTINUED TO TBD

Resolution 13-24, Flagler Wharf – *Quasi-Judicial* - Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office, on 2.95 ± acre property, located at the northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road. (Continued from 9/18/24)

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

October 15, 2024

November 5, 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
Jupiter Fire Rescue Department update



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	JFRD update presented by Fire Chief Donatto

EXECUTIVE SUMMARY

Jupiter Fire Rescue Department is providing an update on its progress since the Town's decision on August 15, 2023 to start its own fire rescue department.

ANALYSIS

On August 15, 2023, the Town Council voted to create the Jupiter Fire Rescue Department and to enact the 36-month termination clause for the interlocal agreement with Palm Beach County. This update will cover Jupiter Fire Rescue's progress over the past 12 months. Jupiter Fire Rescue is on schedule and within budget for its October 1, 2026, assumption of full fire and EMS service to the Town of Jupiter.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Town Communication
- Safety

ATTACHMENTS

1. JFRD Update Presentation

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@Jupiter.fl.us or 561-741-2456.



TOWN OF JUPITER

Jupiter Fire Rescue Department Update



9/19/2024

Jupiter Fire Rescue Begins

August 15, 2023 – The Town Council voted to create the Jupiter Fire Rescue Department and to enact the 36-month termination clause for the interlocal agreement with Palm Beach County.



Personnel

ON-SCHEDULE

- Hired
 - Fire Chief
 - Deputy Chief Operations
 - Executive Assistant
 - Fire Service Administrative Manager
- EMS Medical Director
 - Contracted with Michael Ferraro, DO, to serve as Jupiter Fire Rescue Medical Director.
- In Process
 - Deputy Chief Administration
 - Division Chief of Logistics and Support Services
 - Division Chief of EMS
- Next
 - Division Chief of Training in early 2025



Facilities

ON-SCHEDULE

- Fire Station at Piatt Place
 - Site work scheduled to begin October 1, 2024.
 - Groundbreaking scheduled for January 2025.
 - Substantial Completion by April 2026.
- Fire Station Adjacent to Cinquez Park
 - Site work scheduled to begin October 1, 2024.
 - Groundbreaking scheduled for January 2025.
 - Substantial Completion by April 2026.
- Abacoa Fire Station
 - We will be meeting with PBCFR to develop a transition plan.



Facilities

ON-SCHEDULE

- Fire Rescue Training Division Offices and EMS Division Offices
 - By January 2025, Fire Rescue will make some interior modifications to part of the existing Utility Field Office first floor area to create temporary office space for Fire Rescue Training Division and EMS Division personnel.
- Reserve Apparatus Storage Facility
 - By July 2025, a 3-bay metal storage building to protect reserve apparatus from weather.
- Fire Rescue Logistics Site
 - By July 2025, Fire Rescue will make some interior modifications to part of an existing warehouse facility at the public works site to house the equipment and supplies being ordered for Fire Rescue.



Ambulances and Fire Apparatus

ON-SCHEDULE

- Ambulances
 - 4 International chassis delivery to Jupiter in December 2024.
 - Chassis will be sent to Braun for patient compartment installation and final completion by July 2026.
- Fire Engines and Ladder Truck
 - Town Council authorized the purchase of three fire engines, one squad fire engine, and one 105-foot ladder truck.
 - Town took delivery of one fire engine in December 2023.
 - The remaining fire apparatus is on schedule for delivery in July 2026.



Contracts, Policies, Processes

ON-SCHEDULE

- EMS Medical Director
 - Developing EMS Protocols.
- Mutual Aid Agreements - PBG tonight
 - Tequesta and County in the near future.
- Radio Communications Agreement - tonight
- Training Agreement – within the next 60 days
- Vehicle Maintenance Agreement – within the next 60 days
- Internal Policies and Procedures (Lexipol)
- Recruiting



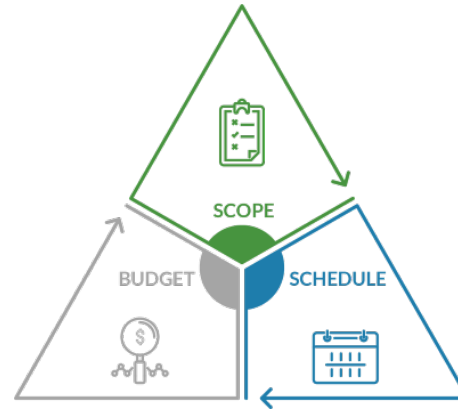
Financial Update

- FY2024
 - Approved \$20 million in funding for two new fire stations, which is \$23 million less than the original estimates. The funding strategy will also result in savings of over \$700,000 in financing costs compared to original estimates.
- FY2025
 - \$2.9 million in operating and interest payments projected – with the primary funding source coming from interest earnings in the general fund.
 - Non-Ad-Valorem Assessment Study and Revenue Study will begin in the 3rd quarter of 2025.



Jupiter Fire Rescue Update

- Jupiter Fire Rescue will begin providing full fire and EMS service to the Town of Jupiter on October 1, 2026.



- Rest assured, the creation of the Jupiter Fire Rescue Department will be on schedule and within budget.





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL SPECIAL MEETING TOWN
COUNCIL CHAMBERS
WEDNESDAY, SEPTEMBER 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; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PUBLIC HEARING

1. Ordinance 20-24, Second Reading, Approving the 2025 Millage Rate.

Mr. Scott Reynolds, Director of Finance, gave a brief presentation which included past budget meeting dates; budget objectives and assumptions; property value increase; proposed millage rate compared to rollback; fiscal year 2025 budget overview; general fund revenues and expenditures; Jupiter Fire Rescue (JFR) fund; water fund; stormwater fund; Jupiter River Estates Non-Ad Valorem assessment fund; building fund; health insurance fund; Community Investment Program (CIP) funding summary 2025 to 2029 and the fiscal year 2025 budget and pay plan. He also reviewed project action requests received from Council at the first reading.

Mr. Reynolds addressed action requests from the previous meeting concerning the Community Investment Program (CIP) which included the Indiantown Road western corridor improvement, small meter replacement, stormwater redevelopment grants, water asset maintenance program, stormwater asset maintenance program, and stormwater system rehabilitation. Mr. Reynolds noted going forward Staff would like to have a project update roundtable for Council and the public midyear.

Mayor Kuretski recommended leaving general funds where they were and move impact fees to 2025.

There was a consensus from Council to update the CIP budget Resolution 107-24 and move funding from fiscal year (FY) 2026 and FY 2027 to FY 2025 and FY 2026 for the Indiantown Road Western Corridor and remove the Stormwater Management System Redevelopment project completely.

PUBLIC HEARING

1. Ordinance 20-24, Second Reading, Approving the 2025 Millage Rate.

Mr. Reynolds continued the presentation and explained the debt service rate would go away after this year.

Title read by Mr. Baird.

Councilor Delaney moved to approve Ordinance 20-24, Second Reading; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

2. Resolution 107-24, Approving the Town of Jupiter's Fiscal Year 2025 Operating Budget and Pay Plan.

Vice-Mayor Sundstrom moved to approve Resolution 107-24; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

3. Ordinance 21-24, Second Reading, Approving the Fiscal Year 2025-2029 Community Investment Program.

Title read by Mr. Baird.

Councilor Fore moved to approve Ordinance 21-24, Second Reading; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
No	Yes	Yes	Yes	Yes

PRESENTATION

4. Recognizing the Town for hosting FEMA Flood Zone Maps Outreach Open House by Richard Radcliffe, Executive Director of Palm Beach County League of Cities.

Mr. Richard Radcliffe, Executive Director of Palm Beach County League of Cities (PBCLC) thanked Council and discussed coastal flood maps. He explained there would be public outreach prior to the Town needing to adopt an Ordinance regarding flood plains that would affect resident's home insurance. He noted there would be a open house on September 26, 2024, at 5:30 P.M., held at the Jupiter Community Center. He stated members from Palm Beach County, Florida Emergency Management Agency and the insurance industry would be attending to assist residents.

PRESENTATION

4. Recognizing the Town for hosting FEMA Flood Zone Maps Outreach Open House by Richard Radcliffe, Executive Director of Palm Beach County League of Cities.

Mayor Kuretski thanked Mr. Radcliffe for coming and representing PBCLC. He thought the Community Center was a perfect location for the open house.

MINUTES

5. September 3, 2024 Town Council Meeting Minutes.

Vice-Mayor Sundstrom moved to approve September 3, 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.

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

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC HEARING

6. **Ordinance 22-24, Second Reading**, Consenting to continuing the inclusion of the Town of Jupiter into the Jupiter-Municipal Service Taxing Unit (MSTU) to finance the provision of fire-rescue services by Palm Beach County Fire/Rescue.

Title read by Mr. Baird.

PUBLIC BUSINESS

7. **Resolution 87-24**, Approving the renewal for contract EPW 2022-35, Janitorial Maintenance Services for Town Hall and the Police Department facilities with Ceiling to Floor Cleaning, Inc. in an amount not to exceed \$62,814.73.
8. **Resolution 105-24**, Approving the temporary closings of state and/or county roads for the 2024 Holiday Boat Parade.

CONSENT AGENDA

PUBLIC BUSINESS

9. **Resolution 110-24**, Approving the contract award of EPW 2024-25, Right of Way and Easement Maintenance to Terracon Services, Inc in an amount not to exceed \$97,880.75.
10. Approving the purchase order for the new Bobcat Excavator for Public Works and Parks in the amount of \$66,610.68.

REGULAR AGENDA

PUBLIC HEARING

11. POSTPONED TO 10/01/24

Resolution 13-24, Flagler Wharf – *Quasi-Judicial* - Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office, on 2.95 ± acre property, located at the northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road.

REPORTS

TOWN ATTORNEY

- Eleventh Circuit Upholds Limits on Public Comments During City Council Meetings Article – Mr. Baird distributed an article regarding the three-minute limit for public comment.

TOWN MANAGER

- Budget – Mr. Kitzerow thanked the Director and Assistant Director of Finance for all their hard work on the budget prep.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR MAY

- Taste of Jupiter – Councilor May stated he would be going to the Taste of Jupiter after the meeting to supporting the Jupiter Police Foundation.

VICE-MAYOR SUNDSTROM

- FEMA Flood Zone Maps Outreach Open House – Vice-Mayor Sundstrom asked if the FEMA Flood Zone Maps Outreach Open House open house on September 26th in the Jupiter Community Center could be recorded for residents who wouldn't be able to attend. She also mentioned the FEMA Flood Zone Maps information was on pbc.gov website.

COUNCILOR DELANEY

- Budget – Councilor Delaney also thanked Finance for all their hard work on the budget.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR FORE

- Budget – Councilor Fore also thanked Finance for all their hard work on the budget.
- FEMA Flood Zone Maps – Councilor Fore recommended all residents to check if their property was located in a flood zone.

Vice-Mayor Sundstrom stated that more than 16,000 parcels would see an increase in base flood elevation.

MAYOR KURETSKI

- Budget – Mayor Kuretski stated he was grateful for the work the Finance Staff has done on the budget.
- Council Decisions – Mayor Kuretski stated he appreciated the Planning and Zoning Staff for their efforts to defer more decisions to the Council level.
- Center Street Trash Pile – Mayor Kuretski discussed the trash issue on Center Street and recognized Roger Held, Director of Construction Services, for contacting the property owner and identifying the root of the issue. He mentioned Staff being more proactive in citing violations.
- JupConnect - Mayor Kuretski asked Staff to reach out to property management companies and Home Owner Associations (HOA) to make them aware of the JupConnect information and service tool.

ADJOURNMENT- 7:43 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Amendment to Article III of Chapter 2 of the Town's Code



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Ordinance 26-24, First Reading, Amending Article III of Chapter 2 of the Town's Code.

EXECUTIVE SUMMARY

Chapter 2, Article III of the Town's Code of Ordinances, sets forth the divisions and departments of the Town and their associated areas of responsibility. Ordinance 26-24 updates the code's language to reflect the Fire Rescue Department's responsibilities. The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form.

ANALYSIS

This amendment to the Town's Code will revise the existing language to reflect the Fire Rescue Department's responsibilities.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Ordinance 26-24 Amending Article III of Chapter 2 of the Town's Code

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@jupiter.fl.us or 561-741-2456.

ORDINANCE NO. 26-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING ARTICLE III OF CHAPTER 2 OF THE JUPITER CODE OF ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAW IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Jupiter, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in exercising the home rule authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes, the Town Council has adopted the Jupiter Code of Ordinances (the Code); and

WHEREAS, Article III of Chapter 2 of the Code sets forth the operating departments of the Town; and

WHEREAS, in order to update the Code and ensure that it accurately reflects the Town's operating department's authority and responsibilities, it is appropriate and necessary to amend Article III of Chapter 2 of the Code; and

WHEREAS, the Town Manager recommends to the Town Council that the Code be amended Chapter 2, Article III to create new divisions to recognize all of the operating departments of the town.

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

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

Section 2. Chapter 2, Article III, is hereby amended to read as follows:

ARTICLE III. DEPARTMENTS, OFFICERS AND EMPLOYEES

DIVISION 14. FIRE RESCUE DEPARTMENT

Sec. 145.

There is hereby recognized as part of this code, the fire rescue department, which is authorized and shall be responsible for fire prevention and protection, mitigation of hazardous conditions, and emergency medical rescues and stabilization services. This department shall also be responsible for any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the Fire Chief.

Section 3. Codification. Sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section” “article”, or any other appropriate word.

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

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

Section 6. Effective Date. The provisions of this ordinance shall take effect immediately upon its execution.

TOWN OF JUPITER
Proposed Town Council Regular Meeting Schedule for 2025.



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Proposed Town Council Regular Meeting Schedule for 2025.

EXECUTIVE SUMMARY

All Regular Town Council Meetings are scheduled for the first and third Tuesday of each month at 7:00 P.M. in the Jupiter Town Council Chambers except for the following recommendation due to the observation of Election Day and a National Event:

- National Night Out - rescheduled Tuesday, August 5, 2025 to Thursday, August 7, 2025.
- Election Day - rescheduled Tuesday, November 4, 2025 to Thursday, November 6, 2025.

ANALYSIS

Staff recommends Council approve the meeting changes.

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. 2025 Proposed Town Council Meetings dates

FUNDING SOURCE

*Funding is not necessary for this request.

For more information, please contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752.



Town Council Meetings – 2025

Tuesday January 7

Tuesday January 21

Tuesday February 4

Tuesday February 18

Tuesday March 4

Tuesday March 18

Tuesday April 1

Tuesday April 15

Tuesday May 6

Tuesday May 20

Tuesday June 3

Tuesday June 17

Tuesday July 1

Tuesday July 15

Thursday August 7*

Tuesday August 19

Tuesday September 2

Tuesday September 16

Tuesday October 7

Tuesday October 21

Thursday November 6*

Tuesday November 18

Tuesday December 2

Tuesday December 16

***Recommended Changes due to:**

- National Night Out August 5, 2025 - August 7, 2025
- Election November 4, 2025

TOWN OF JUPITER

Approve contract award to NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC for Owner's Representative Consultant Services



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 111-24 , Approving contract award to NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC for Owner's Representative Consultant Services

EXECUTIVE SUMMARY

Town staff seeks approval of contracts for Owner's Representative Consultant Services. The Town of Jupiter is preparing to undertake several significant construction projects aimed at enhancing municipal infrastructure and community services. To ensure that these projects are executed effectively and efficiently, staff recommends that the Town engage professional Owner's Representative Consultant Services for construction management.

Pursuant to the Town's Procurement policy, staff prepared and issued a Request for Qualifications (RFQ) for Owner's Representative Consultant Services. The Town received six proposals in response to the RFQ.

A selection committee comprised of the Town's Director of Finance, Senior Director of Construction Services and Director of Engineering and Public Works, reviewed the proposals in accordance with Florida Statutes Section 287.055, the Consultants Competitive Negotiation Act (CCNA). On August 28, 2024, a public meeting was held to discuss scores and rate the proposals submitted. It was determined that the top three most qualified proposals were NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC. Based on the results of the Selection Committee, staff proceeded to negotiate a contract with each of the firms.

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

ANALYSIS

With multiple firms under contract, the Town will have greater flexibility to adjust project timelines, scopes, and resources as needed, ensuring that the Town can respond swiftly to any changes or challenges that arise during construction processes.

NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC each bring a wealth of experience in managing complex construction projects, with proven track records in similar municipal projects. Their expertise will be instrumental in navigating the challenges associated with large-scale construction.

Staff will review the open construction projects and each firm will be assigned and dedicated to a specific project, ensuring that adequate attention, resources, and expertise are applied to

each one. This targeted approach minimizes the risk of overextending any single firm's capacity and ensures that all projects receive the focused oversight required for success.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 111-24
2. RFQ Score Sheet
3. Contract - NV5, Inc.
4. Contract - Artaic Group
5. Contract - Colliers Project Leaders USA NE, LLC

FUNDING SOURCE

Approved in Budget

\$ TBD

Sources: Community Investment
Program; Operating Budget

For more information or to request attachments, please contact Scott Reynolds, Finance Director at ScottR@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 111-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE TOWN OF JUPITER AND THREE CONSULTANTS: NV5 INC., ARTAIC GROUP AND COLLIERS PROJECT LEADERS USA NE, LLC FOR OWNERS REPRESENTATIVE CONSULTANT SERVICES.

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

WHEREAS, the Town has solicited a request for proposals to perform professional consulting services on behalf of the Town in accordance with Florida Statute 287.055 title Consultant Competitive Negotiation Act (the CCNA); and

WHEREAS, pursuant to the process established by the CCNA, NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC were evaluated to be the three most qualified firms to perform the services required; and

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

WHEREAS, the Town and the three consultants: NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC have negotiated three proposed contracts with mutually agreed terms pursuant to which NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC will provide certain professional consulting services to the Town; and

WHEREAS, the Town has budgeted funds to fund the services to be provided as part of these contracts.

NOW THEREFORE, be it resolved by the Town Council of the Town of Jupiter,
Florida:

Section 1. The contracts between the Town of Jupiter and the consultants: NV5, Inc., Artaic Group and Colliers Project Leaders USA NE, LLC (copies of which are attached hereto and incorporated herein) are hereby accepted and the Mayor is authorized and directed to execute the contracts on behalf of the Town.

Section 2. This Resolution shall take effect immediately upon execution.

TOWN OF JUPITER
RFQ - FI-2024-001 OWNERS REPRESENTATIVE SERVICES
SCORE SHEET

	ARTAIC GROUP	COLLIERS	MARSHALL	KINITRO	PROCEDEO	NV5
ROGER HELD	84	93	88	84	86	98
SCOTT REYNOLDS	95	95	68	75	80	95
THOMAS HERNANDEZ	91	81	67	58	86	88
COMBINED TOTAL	270	269	223	217	252	281

**CONTRACT
BETWEEN THE TOWN OF JUPITER
AND
NV5, INC.**

**FI 2024-001
Professional Owner's Representative
Construction Management Contract**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as "the TOWN", and NV5, Inc., 3021 Jupiter Park Circle, Suite 101, Jupiter, Florida 33458, a Delaware Corporation (FEID 94-2706173) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional owner's representative construction management firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional Owner's Representative Construction Management services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the five year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of owner's representative services, pre-construction, bidding and award services, construction onsite services, and post-construction management services and other professional services as needed. However, the projects' specific scope of these services shall be detailed in individual Work Orders to this CONTRACT. The Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other consultants. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given Work Order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement between the TOWN and the CONSULTANT beginning on the anniversary date of this CONTRACT.
- 2.2 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.3 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed CONTRACT.
- 2.4 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT and accepted by the TOWN prior to commencement of work. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the work.

3. CONSIDERATION

- 3.1 As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT on a time and materials basis under a mutually agreed upon dollar amount estimated for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using the Rate Schedule attached hereto as "Exhibit C," and made a part of this CONTRACT. CONSULTANT shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.

- 3.2 CONSULTANT agrees that the rate schedule, attached as part of "Exhibit C" attached hereto, shall remain in effect for a period of five (5) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.4 All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans, electronic files and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2 The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall be submitted on a monthly basis. Monthly invoices shall reference the Contract as well as the TOWN's Work Order No, Purchase Order No, Work Order name, and Work Order job number. Invoices shall be sent to the TOWN's project manager.
- 5.2 The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the project manager, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.

6. INDEMNIFICATION AND INSURANCE

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting

from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, and employees with the terms of this CONTRACT.

- 6.2 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL ENGINEERING CONSULTANT CONTRACT.

- 6.3 The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.

The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance prior to the commencement of any performance by the CONSULTANT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. The failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. TERMINATION/REMEDIES

- 7.1 If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2 The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost

profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.

- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover an attorney's fee.
- 7.4 In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

11. E-Verify Registration and Use Contract Language.

- 11.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all CONSULTANT employees hired on and after January 1, 2021.
- 11.2 Subcontractors

- 11.2.1 CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the Term of this CONTRACT.
- 11.2.2 CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes, attached hereto as Exhibit E.
- 11.2.3 CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.
- 11.3 CONSULTANT must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit (attached hereto as Exhibit F) from the CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- 11.4 Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

13. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not

have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. GENERAL PROVISIONS

- 14.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that 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.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

- 14.2 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.
- 14.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 14.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 14.5 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 14.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.

- 14.7 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 14.8 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. CONFLICTS

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

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PROCEED TO NEXT PAGE

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By: _____

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

NV5, Inc.
3021 Jupiter Park Circle Suite 101
Jupiter, FL 33458

By: _____

Signature: _____

Printed Name/Position: Joseph G. Gable, VP

(CORPORATE SEAL)

ATTEST

Signature: _____

Printed Name/Position: JESSE S. SUKHTU

EXHIBIT A

STATEMENT OF WORK

- I. Introduction: To provide construction management services for a full range of owner's representative services, pre-construction, construction, and post-construction management services for various TOWN projects.

- II. Scope of Services:

(a) Pre-construction Services.

- Provide a full constructability review of all contract documents and advise TOWN and Architect/Engineer regarding constructability, errors, omissions, conflicts, scheduling and anticipated construction duration.
- Prepare reports listing TOWN-approved design changes and documenting cost and schedule impacts.
- Analyze the cost estimate prepared by the Architect/Engineer and report recommendations to the TOWN.
- Conduct design progress meetings.
- Assist TOWN in pre-qualifying contractors and evaluating responses.

(b) Bidding and Award Services

- Attend pre-bid meetings.
- Review addenda.
- When applicable, assist TOWN evaluating responses to the proposals for responsiveness, price and alternate prices.
- Assist the TOWN in crafting contract language and/or documents.

(C) Construction Services

- Provide coordination between the TOWN, the design consultant(s), and the contractor.
- Conduct and prepare minutes for kickoff meeting prior to the start of construction.
- Assist TOWN with direct purchase of items (if required).
- Close supervision of the contractor's work and review of all inspection reports to ensure that work is performed in accordance with the contract documents.
- Conduct regular construction progress meetings; prepare an agenda, arrange, conduct and provide minutes for all project meetings.
- Review construction progress against established milestones to ensure the successful and timely completion of projects, providing feedback to both the TOWN and the contractor;
 - Track quantities.
 - Take progress photos.
 - Maintain daily field diaries containing records of weather, work accomplished on site, number of workers, problems, and other relevant data.
 - Track delays due to weather or other causes.
- Provide written status reports to the TOWN.
- Prepare and manage the project schedule.
- Establish and maintain a tracking system for all project construction records.

- Serve as the TOWN's representative during the construction phase.
- Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work.
- Notify the TOWN and the contractor in writing of any work not in conformity with the Construction Documents.
- Make recommendations as to the correction of deficiencies or defects.
- Maintain copies of all required permits and monitor compliance with permit requirements.
- Certify contractor's applications for payment in the appropriate amount.
- Review construction materials testing.
- Manage, review and take action on contractor's submittals including shop drawings and samples.
- Respond to contractor's inquiries and provide information as appropriate.
- Review testing requirements and ensure tests are completed on schedule.
- Clarify and interpret the intent and scope of the contract documents.
- Monitor and enforce construction noticing requirements.
- Review change order requests from the contractor, respond to requests, and prepare change orders for the TOWN's approval and execution; maintain change order log.
- Review contract document changes and permits.
- Review and respond to claims related to the project.
- Conduct and participate in field visits, observations and demonstrations.
- Prepare, assemble and distribute the official substantial completion punch list and final punch list.
- Review the contractor's guarantees and warranties.

(d) Close-Out Services

- In conjunction with Architect/Engineer, assist TOWN in determining substantial completion criteria.
- Assist the TOWN in administering and coordinating final inspections.
- Assist the TOWN in reviewing as-built drawings.
- Assist TOWN in processing final pay requests, release of retention, and certificates of insurance.
- In conjunction with Architect/Engineer, assist TOWN with filing Notice of Completion.
- Provide Construction Management files to the TOWN.
- Review contractor's record drawings, operations and maintenance (O&M) instructions and all other close-out documentation.
- Coordinate any startup requirements.
- Advise TOWN on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review.
- Compile an Operations and Maintenance Manual including operation instructions, maintenance requirements, warranties, and other relevant information; and provide 3 bound copies and one PDF file (300 dpi) to the TOWN upon completion of the project.

III. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this CONTRACT.

- IV. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for each Work Order. The deliverables shall be submitted on or before the date provided in the schedule.

EXHIBIT B

BASIS FOR COMPENSATION RATES AND SCHEDULES

The TOWN shall pay to the CONSULTANT for providing and performing the Professional Owner's Representative Construction Management services set forth in each approved Work Order as follows:

The basis of compensation shall be at the Rate Schedule as attached hereto as part of Exhibit "C" and includes the direct labor cost, fringe benefits, general overhead, and profit margin. All non-project related clerical costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the TOWN.

FREQUENCY OF BILLING

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the CONTRACT.

SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditure.

EXHIBIT C

Rates

NV5, INC.

Principal	\$250/HR
Sr. Project Manager	\$200/HR
Project Manager	\$175/HR
Asst. Project Manager	\$150/HR
Admin	\$100/HR

Notes:

- 1.) Reimbursables: Only plan reproduction and out-of-town travel will be charged at direct cost. Mileage, tolls and sustenance will not be charged as we are locally based.
- 2.) Longer-term assignments can be provided with fixed monthly payments developed at reduced hourly rates.

EXHIBIT D

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 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.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional 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 named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT'S responsibility to comply with the requirements of this section on modifications of this section. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

9/10/2024

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

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

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1491108 NV5, Inc. dba Gaudet Associates 3021 Jupiter Park Circle Jupiter FL 33458	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURER B : Navigators Specialty Insurance Company	36056
	INSURER C : Twin City Fire Insurance Company	29459
	INSURER D : Everest Indemnity Insurance Company	10851
	INSURER E : National Fire and Marine Insurance Co	20079
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20925382 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	N	21 CSE S88600	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	21 CSE S88601	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	GA24UMRZ0HBL9IC	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	22 WE BE9P58	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC3EX00564-241 42-EPP-321328-03 22 UUN AF9909	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	Ea. Claim/Agg. \$10M/\$10M Ea. Claim/Agg. \$10M/\$20M Limit \$20,415,609

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

Town of Jupiter is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**20925382**Town of Jupiter
210 Military Trail
Jupiter FL 33458

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

AUTHORIZED REPRESENTATIVE

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EXHBIT E

SUBCONTRACTORE-VERIFYAFFIDAVIT

N/A - Intentionally Left Blank

I hereby certify that _____[insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____[insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____(type of identification) as identification.

Notary Seal

Notary Public

EXHIBIT F

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that NV5, INC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of NV5, INC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Joseph Gaudet, VP

Print Name/Title

9-12-24

Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 9/12/24 (date) by Joseph Gaudet (name of officer or agent, title of officer or agent) of NV5, INC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Seal

Notary Public



DEANNA ZAMPERINI
Notary Public
State of Florida
Comm# HH470007
Expires 12/4/2027



Company ID Number: 455751

Approved by:

Employer NV5 Global, Inc.	
Name (Please Type or Print) MaryJo OBrien	Title
Signature Electronically Signed	Date 10/11/2011
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/11/2011



Company ID Number: 455751

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	NV5 Global, Inc.
Company Facility Address	15092 Ave of Science Suite 200 San Diego, CA 92128
Company Alternate Address	
County or Parish	SAN DIEGO
Employer Identification Number	800548043
North American Industry Classification Systems Code	541
Parent Company	NV5, Inc.
Number of Employees	2,500 to 4,999
Number of Sites Verified for	74 site(s)

**CONTRACT
BETWEEN THE TOWN OF JUPITER
AND
ARTAIC GROUP**

**FI 2024-001
Professional Owner's Representative
Construction Management Contract**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as "the TOWN", and Artaic Group, Inc., 1422 Hayes Street, #15, Hollywood, Florida 33020, a Colorado Corporation (FEID 82-1977460) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional owner's representative construction management firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional Owner's Representative Construction Management services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the five year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of owner's representative services, pre-construction, bidding and award services, construction onsite services, and post-construction management services and other professional services as needed. However, the projects' specific scope of these services shall be detailed in individual Work Orders to this CONTRACT. The Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other consultants. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given Work Order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement between the TOWN and the CONSULTANT beginning on the anniversary date of this CONTRACT.
- 2.2 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.
- 2.3 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed CONTRACT.
- 2.4 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT and accepted by the TOWN prior to commencement of work. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the work.

3. CONSIDERATION

- 3.1 As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT on a time and materials basis under a mutually agreed upon dollar amount estimated for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using the Rate Schedule attached hereto as "Exhibit C," and made a part of this CONTRACT. CONSULTANT shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.

- 3.2 CONSULTANT agrees that the rate schedule, attached as part of "Exhibit C" attached hereto, shall remain in effect for a period of five (5) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.4 All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans, electronic files and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2 The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall be submitted on a monthly basis. Monthly invoices shall reference the Contract as well as the TOWN's Work Order No, Purchase Order No, Work Order name, and Work Order job number. Invoices shall be sent to the TOWN's project manager.
- 5.2 The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the project manager, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.

6. INDEMNIFICATION AND INSURANCE

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and attorney's fees resulting

from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, and employees with the terms of this CONTRACT.

6.2 **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL ENGINEERING CONSULTANT CONTRACT.**

- 6.3 The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.

The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance prior to the commencement of any performance by the CONSULTANT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. The failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. **TERMINATION/REMEDIES**

- 7.1 If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2 The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost

profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.

- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover an attorney's fee.
- 7.4 In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

11. E-Verify Registration and Use Contract Language.

- 11.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all CONSULTANT employees hired on and after January 1, 2021.
- 11.2 Subcontractors

- 11.2.1 CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the Term of this CONTRACT.
- 11.2.2 CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes, attached hereto as Exhibit E.
- 11.2.3 CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.
- 11.3 CONSULTANT must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit (attached hereto as Exhibit F) from the CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- 11.4 Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

13. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not

have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. GENERAL PROVISIONS

14.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that 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.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

14.2 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.

14.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

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

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

14.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.

- 14.7 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 14.8 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. CONFLICTS

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

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PROCEED TO NEXT PAGE

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

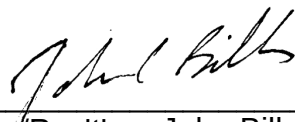
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

Artaic Group
1422 Hayes Street, #15
Hollywood, Florida 33020

By:

Signature: 
Printed Name/Position: John Bills, Principal

(CORPORATE SEAL)

ATTEST

Signature: 
Printed Name/Position: Jyona Moore, Office Manager

EXHIBIT A

STATEMENT OF WORK

I. Introduction: To provide construction management services for a full range of owner's representative services, pre-construction, construction, and post-construction management services for various TOWN projects.

II. Scope of Services:

(a) Pre-construction Services.

- Provide a full constructability review of all contract documents and advise TOWN and Architect/Engineer regarding constructability, errors, omissions, conflicts, scheduling and anticipated construction duration.
- Prepare reports listing TOWN-approved design changes and documenting cost and schedule impacts.
- Analyze the cost estimate prepared by the Architect/Engineer and report recommendations to the TOWN.
- Conduct design progress meetings.
- Assist TOWN in pre-qualifying contractors and evaluating responses.

(b) Bidding and Award Services

- Attend pre-bid meetings.
- Review addenda.
- When applicable, assist TOWN evaluating responses to the proposals for responsiveness, price and alternate prices.
- Assist the TOWN in crafting contract language and/or documents.

(C) Construction Services

- Provide coordination between the TOWN, the design consultant(s), and the contractor.
- Conduct and prepare minutes for kickoff meeting prior to the start of construction.
- Assist TOWN with direct purchase of items (if required).
- Close supervision of the contractor's work and review of all inspection reports to ensure that work is performed in accordance with the contract documents.
- Conduct regular construction progress meetings; prepare an agenda, arrange, conduct and provide minutes for all project meetings.
- Review construction progress against established milestones to ensure the successful and timely completion of projects, providing feedback to both the TOWN and the contractor;
 - Track quantities.
 - Take progress photos.
 - Maintain daily field diaries containing records of weather, work accomplished on site, number of workers, problems, and other relevant data.
 - Track delays due to weather or other causes.
- Provide written status reports to the TOWN.
- Prepare and manage the project schedule.
- Establish and maintain a tracking system for all project construction records.

- Serve as the TOWN's representative during the construction phase.
- Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work.
- Notify the TOWN and the contractor in writing of any work not in conformity with the Construction Documents.
- Make recommendations as to the correction of deficiencies or defects.
- Maintain copies of all required permits and monitor compliance with permit requirements.
- Certify contractor's applications for payment in the appropriate amount.
- Review construction materials testing.
- Manage, review and take action on contractor's submittals including shop drawings and samples.
- Respond to contractor's inquiries and provide information as appropriate.
- Review testing requirements and ensure tests are completed on schedule.
- Clarify and interpret the intent and scope of the contract documents.
- Monitor and enforce construction noticing requirements.
- Review change order requests from the contractor, respond to requests, and prepare change orders for the TOWN's approval and execution; maintain change order log.
- Review contract document changes and permits.
- Review and respond to claims related to the project.
- Conduct and participate in field visits, observations and demonstrations.
- Prepare, assemble and distribute the official substantial completion punch list and final punch list.
- Review the contractor's guarantees and warranties.

(d) Close-Out Services

- In conjunction with Architect/Engineer, assist TOWN in determining substantial completion criteria.
- Assist the TOWN in administering and coordinating final inspections.
- Assist the TOWN in reviewing as-built drawings.
- Assist TOWN in processing final pay requests, release of retention, and certificates of insurance.
- In conjunction with Architect/Engineer, assist TOWN with filing Notice of Completion.
- Provide Construction Management files to the TOWN.
- Review contractor's record drawings, operations and maintenance (O&M) instructions and all other close-out documentation.
- Coordinate any startup requirements.
- Advise TOWN on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review.
- Compile an Operations and Maintenance Manual including operation instructions, maintenance requirements, warranties, and other relevant information; and provide 3 bound copies and one PDF file (300 dpi) to the TOWN upon completion of the project.

III. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this CONTRACT.

- IV. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for each Work Order. The deliverables shall be submitted on or before the date provided in the schedule.

EXHIBIT B

BASIS FOR COMPENSATION RATES AND SCHEDULES

The TOWN shall pay to the CONSULTANT for providing and performing the Professional Owner's Representative Construction Management services set forth in each approved Work Order as follows:

The basis of compensation shall be at the Rate Schedule as attached hereto as part of Exhibit "C" and includes the direct labor cost, fringe benefits, general overhead, and profit margin. All non-project related clerical costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the TOWN.

FREQUENCY OF BILLING

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the CONTRACT.

SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditure.

EXHIBIT C

Rates



2024/2025 Rate Schedule.

TITLE	2024-2025
Principal	\$200
Project Director	\$185
Senior Project Manager	\$170
Senior Estimator	\$165
Project Manager	\$145
Estimator	\$130
Assistant Project Manager	\$110
Administrative Support	\$90

**Please note hourly rates are subject to an increase of 3% per year starting in 2026.*

Reimbursable Expenses.

We do our best to keep reimbursable expenses to a minimum. Reimbursables will be billed at cost without markup. General guidelines will be discussed in advance.

Mileage	IRS Rate
Printing	At Cost

EXHIBIT D

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 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.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional 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 named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT'S responsibility to comply with the requirements of this section on modifications of this section. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2024

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

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

PRODUCER Aspen Gold Insurance Brokers 11001 W. 120th Ave., Ste. 400 Broomfield CO 80021	CONTACT NAME: Meranda Casavieri PHONE (A/C, No, Ext): (720) 600-7470 E-MAIL ADDRESS: meranda@aspengoldins.com INSURER(S) AFFORDING COVERAGE INSURER A : Owners Ins Co INSURER B : Ohio Security Ins Co INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 32700 24082
INSURED Artaic Group, LLC 2650 18th St Suite 301 Denver CO 80211		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5343575900	07/08/2024	07/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A		XWS60172703	08/02/2024	08/02/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

30 day written notice of reduction or cancelation shall be provided to the cert holder.

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Meranda Casavieri
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement
prior to loss and allowed by law

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Endorsement No. 0001

Policy Effective 08/02/2024

Premium

State

Policy No. XWS (25) 60 17 27 03

Insured ARTAIC GROUP, LLC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by

WC 00 03 13
(Ed. 4-84)

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

EXHBIT E

SUBCONTRACTORE-VERIFYAFFIDAVIT

N/A - Intentionally Left Blank

I hereby certify that _____[insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____[insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Print Name/Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of contractor company acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____(type of identification) as identification.

Notary Seal

Notary Public

EXHIBIT F

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Artaic Group [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Artaic Group [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Signature

Matt Cohen, Project Director

Print Name/Title

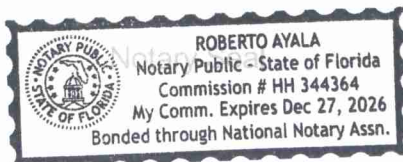
9-12-24

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this SEPT. 12, 2024 (date) by MATT COHEN (name of officer or agent, title of officer or agent) of ARTAIC GROUP (name of contractor company acknowledging), a COLORADO (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DRIVER LICENSE (type of identification) as identification.



ROBERTO AYALA
Notary Public

E-Verify + I9 Setup : Report Summary

Requested By

The Artaic Group LLC
2650 18th Street301
Denver, CO 80211
970-685-7450 (p)

Search Information

Search ID: 1079239
Reason For Screening: Employment
Date Requested: 09/11/2024
Date Completed: 09/11/2024 10:07:42 AM

Status	Result	Component	Identifiers	Submitted
Complete	Clear	E-Verify Setup	Shoemaker, Linda	09/11/2024 9:24 am

Criminal records are generally matched based on the following two identifiers--name and date of birth and typically not by Social Security Number (SSN). This report will generally only include criminal history with an exact name and date of birth match provided by the subject of the report and corresponding to the court record.

Since criminal record information, including sex offender registry information is obtained from multiple sources, jurisdictions, and agencies, occasionally the same record might be listed more than once from different sources. National Crime Search makes every effort to limit duplicate reporting and instead lists the different sources that provided the same information. Please review this report thoroughly. Any questions about reported information and the source should be directed to National Crime Search.

Some databases (e.g., sex offender registries, Office of Foreign Asset Control (OFAC) and federal criminal databases) may only list names and partial or no date of birth for a subject. National Crime Search will only provide hits from such databases based on a complete name match between the subject of the report and corresponding information in government databases. But please note that this is a name based match only and additional due diligence may be required by you, the requestor of the report.

Department of Motor Vehicle records are provided only if there is an exact match between the subject of the report's driver license number and the state agency record. Prior to furnishing motor vehicle records some states may require date of birth be provided.

Credit reports are provided by National Crime Search's credit bureau vendor based on two matching criteria including name, address and SSN.

The purpose of the Social Security and Address Tracker Report (SSN Trace) is to help expand the scope of the criminal background check by locating additional jurisdictions that the applicant might have resided. The Social Security Number provided by the applicant is NOT checked against the Social Security Administration (SSA) database since the SSA's database generally is not accessible for pre-employment screening purposes. This information is an investigative tool only and should not be used as the sole basis for any employment decision.

It may not be permissible or recommended to use certain information contained in this report for employment decisions. It is advisable to consult with your HR department or legal counsel prior to making any adverse hiring decisions.

This report may include information that has been expunged, sealed, or has otherwise become inaccessible to the public since the date it was collected.

Due to certain state and federal laws, some records (including arrest records and non-convictions) may not be reportable. In addition, NCS cannot report convictions that happened more than seven years ago in some states, in accordance with specific state laws. We recommend that you familiarize yourself with your state and federal laws pertaining to criminal background checks. You should consider consulting your HR department or legal counsel for additional information and questions.

The Fair Credit Reporting Act, 15 U.S.C § 1681, et seq., (FCRA) imposes civil and criminal penalties for any person who knowingly and willfully obtains information on a consumer from National Crime Search under false pretenses, including a fine, imprisonment for not more than two years, or both.

Pursuant to the FCRA you must properly dispose of reports and any information derived from those reports provided by National Crime Search. Proper disposal means practices that are reasonable and appropriate to prevent the unauthorized access to-or use of-information in a report and includes burning, pulverizing or shredding paper reports, or destroying or erasing electronic files.

Client agrees to provide the applicant with the proper pre-adverse and/or adverse action letter if an adverse employment decision is made, and to follow all FCRA rules and regulations.

E-Verify Setup

The ability to access E-Verify + I9 services requires an additional setup process and a nonrefundable activation fee.

Reference Number: [2143516](#)

Applicant Information	
First Name:	Linda
Last Name:	Shoemaker

Results

THE E-VERIFY SETUP IS NOW COMPLETED.

----- END OF REPORT -----

**CONTRACT
BETWEEN THE TOWN OF JUPITER
AND
COLLIERS PROJECT LEADERS USA NE, LLC**

**FI 2024-001
Professional Owner's Representative
Construction Management Contract**

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as "the TOWN", and Colliers Project Leaders USA NE, LLC, 7284 W Palmetto Park Road, Suite 201-S, Boca Raton, Florida 33433, a State of Connecticut Limited Liability Company (FEID 06-1468602) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional owner's representative construction management firms; and

WHEREAS, the TOWN has publicly announced its desire to purchase consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional Owner's Representative Construction Management services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the five year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of owner's representative services, pre-construction, bidding and award services, construction onsite services, and post-construction management services and other professional services as needed. However, the projects' specific scope of these services shall be detailed in individual Work Orders to this CONTRACT. The Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other consultants. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given Work Order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement between the TOWN and the CONSULTANT beginning on the anniversary date of this CONTRACT.
- 2.2 The parties agree that time is of the essence, as is consistent with the applicable standard of care, in the performance of each and every obligation under this CONTRACT.
- 2.3 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed CONTRACT.
- 2.4 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT and accepted by the TOWN prior to commencement of work. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the work.

3. CONSIDERATION

- 3.1 As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT on a time and materials basis under a mutually agreed upon dollar amount estimated for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using the Rate Schedule attached hereto as "Exhibit C," and made a part of this CONTRACT. CONSULTANT shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.

- 3.2 CONSULTANT agrees that the rate schedule, attached as part of "Exhibit C" attached hereto, shall remain in effect for a period of five (5) years from the date of CONTRACT execution and shall be renegotiated if the contract is renewed as provided in Section 2.1.
- 3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for this CONTACT 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.
- 3.4 All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plans, electronic files and other related documents.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2 The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall be submitted on a monthly basis. Monthly invoices shall reference the Contract as well as the TOWN's Work Order No, Purchase Order No, Work Order name, and Work Order job number. Invoices shall be sent to the TOWN's project manager.
- 5.2 The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the project manager, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.

6. INDEMNIFICATION AND INSURANCE

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees, harmless from damages, losses, liabilities, expenses, costs, and reasonable attorney's

fees resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, and employees with the terms of this CONTRACT.

6.2 **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL ENGINEERING CONSULTANT CONTRACT.**

- 6.3 The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be endorsed as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.

The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance prior to the commencement of any performance by the CONSULTANT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. The failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

7. **TERMINATION/REMEDIES**

- 7.1 If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2 The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost

profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.

- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorneys' fees.
- 7.4 In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2 The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT are public records and CONSULTANT must permit the inspection and copying of all public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

11. E-Verify Registration and Use Contract Language.

- 11.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all CONSULTANT employees hired on and after January 1, 2021.
- 11.2 Subcontractors

- 11.2.1 CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the Term of this CONTRACT.
- 11.2.2 CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes, attached hereto as Exhibit E.
- 11.2.3 CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.
- 11.3 CONSULTANT must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit (attached hereto as Exhibit F) from the CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- 11.4 Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

13. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not

have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. GENERAL PROVISIONS

14.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that 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.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

14.2 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.

14.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

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

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

14.6 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.

- 14.7 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 14.8 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. CONFLICTS

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

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PROCEED TO NEXT PAGE

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONSULTANT

Colliers Project Leaders USA NE, LLC
7284 W Palmetto Park Road, Suite 201-S
Boca Raton, Florida 33433

By:

Signature: _____
Printed Name/Position: Jonathan E. Umler
Division Director
(CORPORATE SEAL)

ATTEST

Signature: _____
Printed Name/Position: Sharon L. Garb
Corporate Administrator

EXHIBIT A

STATEMENT OF WORK

I. Introduction: To provide construction management services for a full range of owner's representative services, pre-construction, construction, and post-construction management services for various TOWN projects.

II. Scope of Services:

(a) Pre-construction Services.

- Provide a full constructability review of all contract documents and advise TOWN and Architect/Engineer regarding constructability, errors, omissions, conflicts, scheduling and anticipated construction duration.
- Prepare reports listing TOWN-approved design changes and documenting cost and schedule impacts.
- Analyze the cost estimate prepared by the Architect/Engineer and report recommendations to the TOWN.
- Conduct design progress meetings.
- Assist TOWN in pre-qualifying contractors and evaluating responses.

(b) Bidding and Award Services

- Attend pre-bid meetings.
- Review addenda.
- When applicable, assist TOWN evaluating responses to the proposals for responsiveness, price and alternate prices.
- Assist the TOWN in crafting contract language and/or documents.

(C) Construction Services

- Provide coordination between the TOWN, the design consultant(s), and the contractor.
- Conduct and prepare minutes for kickoff meeting prior to the start of construction.
- Assist TOWN with direct purchase of items (if required).
- Close supervision of the contractor's work and review of all inspection reports to ensure that work is performed in accordance with the contract documents.
- Conduct regular construction progress meetings; prepare an agenda, arrange, conduct and provide minutes for all project meetings.
- Review construction progress against established milestones to ensure the successful and timely completion of projects, providing feedback to both the TOWN and the contractor;
 - Track quantities.
 - Take progress photos.
 - Maintain daily field diaries containing records of weather, work accomplished on site, number of workers, problems, and other relevant data.
 - Track delays due to weather or other causes.
- Provide written status reports to the TOWN.
- Prepare and manage the project schedule.
- Establish and maintain a tracking system for all project construction records.

- Serve as the TOWN's representative during the construction phase.
- Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work.
- Notify the TOWN and the contractor in writing of any work not in conformity with the Construction Documents.
- Make recommendations as to the correction of deficiencies or defects.
- Maintain copies of all required permits and monitor compliance with permit requirements.
- Certify contractor's applications for payment in the appropriate amount.
- Review construction materials testing.
- Manage, review and take action on contractor's submittals including shop drawings and samples.
- Respond to contractor's inquiries and provide information as appropriate.
- Review testing requirements and ensure tests are completed on schedule.
- Clarify and interpret the intent and scope of the contract documents.
- Monitor and enforce construction noticing requirements.
- Review change order requests from the contractor, respond to requests, and prepare change orders for the TOWN's approval and execution; maintain change order log.
- Review contract document changes and permits.
- Review and respond to claims related to the project.
- Conduct and participate in field visits, observations and demonstrations.
- Prepare, assemble and distribute the official substantial completion punch list and final punch list.
- Review the contractor's guarantees and warranties.

(d) Close-Out Services

- In conjunction with Architect/Engineer, assist TOWN in determining substantial completion criteria.
- Assist the TOWN in administering and coordinating final inspections.
- Assist the TOWN in reviewing as-built drawings.
- Assist TOWN in processing final pay requests, release of retention, and certificates of insurance.
- In conjunction with Architect/Engineer, assist TOWN with filing Notice of Completion.
- Provide Construction Management files to the TOWN.
- Review contractor's record drawings, operations and maintenance (O&M) instructions and all other close-out documentation.
- Coordinate any startup requirements.
- Advise TOWN on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review.
- Compile an Operations and Maintenance Manual including operation instructions, maintenance requirements, warranties, and other relevant information; and provide 3 bound copies and one PDF file (300 dpi) to the TOWN upon completion of the project.

III. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this CONTRACT.

- IV. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for each Work Order. The deliverables shall be submitted on or before the date provided in the schedule.

EXHIBIT B

BASIS FOR COMPENSATION RATES AND SCHEDULES

The TOWN shall pay to the CONSULTANT for providing and performing the Professional Owner's Representative Construction Management services set forth in each approved Work Order as follows:

The basis of compensation shall be at the Rate Schedule as attached hereto as part of Exhibit "C" and includes the direct labor cost, fringe benefits, general overhead, and profit margin. All non-project related clerical costs are considered to be included in the overhead.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order without prior approval from the TOWN.

FREQUENCY OF BILLING

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the CONTRACT.

SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditure.

Hourly Rates

EXHIBIT C Rates



Project Leaders

Colliers Project Leaders

2024 Hourly Rates

2024 Hourly Rates	
Category	Hourly Rate
Executive Director	\$360
Regional Director	\$335
Senior Director	\$300
Director	\$275
Technical Director	\$250
Associate Director	\$235
Senior Project Manager	\$220
Senior Technical Specialist	\$215
Senior Construction Representative	\$195
Project Manager	\$180
Construction Representative	\$175
Technical Specialist	\$170
Assistant Project Manager	\$155
Financial Specialist	\$155
Project Coordinator	\$145
Administrative Support	\$125

Note: The above rates are for 2024 only and are subject to 3-4% annual escalation beyond 2024.

EXHIBIT D

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 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.
4. **PROFESSIONAL LIABILITY:** Insurance and Indemnification - The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT'S agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional 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 named project. There shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT'S responsibility to comply with the requirements of this section on modifications of this section. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jennifer.juarez@marshmma.com
INSURED Colliers Project Leaders USA NE LLC 135 New Road Madison CT 06443	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PittsburghPA INSURER B: Travelers Property Casualty Co of Amer INSURER C: New Hampshire Insurance Company INSURER D: Navigators Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 827049908**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			9925559	3/1/2024	3/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4773685	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP1T66744424NF	3/1/2024	3/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC025893715	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			NY24MXEZ07LHXIV	3/1/2024	3/1/2025	\$15,000,000

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

Town of Jupiter is included as Additional Insured when required by written contract, agreement, or permit, but only with respect to the General Liability and Automobile Liability insurance and subject to the provisions and limitations of the policy. The insurance company will provide 30 days' notice of cancellation/non-renewal (10 days' notice for non-payment) to the certificate holder if the policy is canceled by the company.

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter 210 Military Trail Jupiter FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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***NAMED INSUREDS INCLUDE:**

Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc.;
Bolton Perez & Associates Inc.;
Network Engineering Services Inc.;
Colliers Engineering & Design CT, P.C.;
Colliers Engineering & Design Inc.;
Colliers Engineering & Design Inc dba Maser Consulting
Colliers International Holdings USA Inc.;
Colliers International Group Inc.;
Colliers International USA, LLC;
Maser Consulting Inc.;
Maser Consulting P.A.;
Maser Consulting Connecticut PC;
Colliers Engineering & Design/Maser Consulting Inc.;
Triangle Surveying & Mapping Inc.;
Maser Land Services LLC;
Colliers Land Services, LLC;
Colliers Project Leaders USA NE, LLC;
Colliers Engineering & Design Inc. dba Colliers Project Leaders;
Gorton & Partners LLC;
Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.;
TerraSense Lab CED, Inc.;
Northern Survey Consulting LLC dba Northern Survey Engineering LLC;
Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C
(also referred to as Bergmann, DPC);
Bergmann Architectural Associates, Inc.;
Bergmann Engineering Associates, Inc.;
KFW Management LLC dba KFW Engineers & Surveying;
KFW Surveying LLC
Rogvov Architects, PC
HILGARTWILSON, LLC
J.A. Mihalik Architect, LLC
Justin A. Mihalik
M-Tec Construction Services LLC
CED Testing
Phase Zero Design Corp



COLLIER-01

MHERLIHY2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2024

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)		22276
INSURED Colliers Project Leaders USA NE, LLC. 135 New Road Madison, CT 06443	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N		N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab.			47EPP32691802	2/25/2024	2/25/2025	Per Claim Limit	1,000,000
A				47EPP32691802	2/25/2024	2/25/2025	Aggregate Limit	1,000,000

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

All Coverages are in accordance with policy terms and conditions.

*NAMED INSUREDS INCLUDE: Colliers Engineering & Design, Inc., Colliers Engineering CT, P.C., Colliers Engineering & Design/Maser Consulting Inc., & Colliers Land Services, LLC., CED Architecture, Inc., Phase Zero.

RE: RFQ FI-2024-001

30 Day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter, FL 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>

EXHBIT E

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Colliers Project Leaders USHINE LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Colliers Project Leaders USHINE LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Signature

Jonathan F. Winkler, Division Director
Print Name/Title

Date

STATE OF ~~FLORIDA~~ Connecticut
COUNTY OF New Haven

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 9/11/24 (date) by Jonathan F. Winkler (name of officer or agent, title of officer or agent) of Colliers Project Leaders USHINE LLC (name of contractor company acknowledging), a CT (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Divis License (type of identification) as identification.

[Signature]
Notary Public

EXHIBIT F

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Collier Project Leaders USA NE LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Collier Project Leaders USA NE LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Signature

Jonathan F. Winkler, Division Director
Print Name/Title

Date

STATE OF FLORIDA Commerce
COUNTY OF New Haven

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 9/11/24 (date) by Jonathan F. Winkler (name of officer or agent, title of officer or agent) of Collier Project Leaders USA NE LLC (name of contractor company acknowledging), a CT (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's License (type of identification) as identification.

[Signature]
Notary Public

E-Verify Registration

Colliers Project Leaders USA NE, LLC is a division of Colliers Engineering & Design, Inc. All employment verification processes are conducted through the Colliers Engineering & Design account, whose proof of registration has been provided below.

 An official website of the United States government [Here's how you know](#) ▾

[Home](#)[Cases](#)[Clients](#)[Reports](#)[Resources](#) ▾

Client Company: Colliers Engineering & Design, Inc.

[Client Companies](#) > Colliers Engineering & Design, Inc.

Colliers Engineering & Design, Inc. Profile **ACTIVE**

Company Information

Company Name

Colliers Engineering & Design, Inc.

Doing Business As (DBA) Name

Company ID

1346711

Enrollment Date

Oct 01, 2018

Employer Identification Number (EIN)

222651610

Unique Entity Identifier (UEI)

UKCTEVNYH6X8

DUNS Number

Total Number of Employees

2,500 to 4,999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

TOWN OF JUPITER
Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the City of Palm Beach Gardens



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 113-24 approving Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the City of Palm Beach Gardens

EXECUTIVE SUMMARY

Staff requests the Town Council approve a Mutual Aid Interlocal Agreement for Fire/Rescue Assistance with the City of Palm Beach Gardens. The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form. If Resolution 113-24 is approved, the Town Manager will be authorized to execute the ILA on the Town's behalf. The ILA will go into effect upon approval and will expire ten years from the approval date.

ANALYSIS

The "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on the basis of mutual advantage. Jupiter is bordered on the south by the City of Palm Beach Gardens. The Town of Jupiter and the City of Palm Beach Gardens find it mutually advantageous and in the public interest to enter into an Interlocal Agreement for mutual fire and EMS assistance/automatic aid (Attachment 2). Under this agreement, each municipality will be responsible for all costs of providing mutual assistance/automatic aid services.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Resolution 113-24 Mutual Aid Interlocal Agreement for Fire Rescue Assistance
2. Mutual Aid Interlocal Agreement for Fire Rescue Assistance

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:
Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@jupiter.fl.us or 561-741-2456.

RESOLUTION NO. 113-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE BETWEEN THE CITY OF PALM BEACH GARDENS AND THE TOWN OF JUPITER

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, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Town and the City of Palm Beach Gardens has a municipal fire department with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Town and the City of Palm Beach Gardens deem it mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

**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 Manager is hereby authorized to execute a Mutual Aid Interlocal Agreement for Fire/Rescue Assistance between the City of Palm Beach Gardens and the Town of Jupiter.

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

**MUTUAL AID INTERLOCAL AGREEMENT
FOR FIRE/RESCUE ASSISTANCE
BETWEEN
THE CITY OF PALM BEACH GARDENS
AND THE TOWN OF JUPITER**

THIS MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE (the "Agreement") is made and entered into this ____ day of _____, 2024, by and between the **CITY OF PALM BEACH GARDENS**, a Florida municipal corporation (hereinafter "PBG"), and the **TOWN OF JUPITER**, a Florida municipal corporation (hereinafter "TOJ") (also referred to as "Party" individually, or collectively as the "Parties").

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

WHEREAS, each of the Parties to this Agreement has a municipal fire department with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the Parties deem it mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefit following from each to the other, PBG and TOJ do hereby agree as follows:

1 MUTUAL ASSISTANCE; OPERATIONS

1.1. Mutual Assistance; Areas: PBG and TOJ agree to provide assistance to each other for fire suppression, emergency medical services, and technical rescue, within the terms and conditions set forth by this Agreement. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the Parties through service agreements.

1.2. Request for Aid/Assistance: Emergency mutual assistance/automatic aid will be given when properly requested unless the Party from whom assistance is requested determines in accordance with Section 1.5 of this Agreement that it is unable to respond. The Party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The general nature, type and location of the emergency;
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through Palm Beach County's emergency dispatch communications center or the Northern Municipal Regional Communications Center (NorthCom). The following officials of the Parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, Incident Commanders, the City Manager of PBG or the Town Manager of TOJ.

1.3. Command Authority: In the event of an emergency that requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his/her absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call shall remain under the command of their own personnel at all times. Each Party shall retain control over its personnel and the rendition of services, standards of performance, discipline of the Party's personnel, and other matters incidental to the performance of services. Each Party authorizes its Fire Chief or his/her designee to meet with the other Party's Fire Chief or his/her designee and develop automatic aid/mutual assistance plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

1.4. Remuneration: The city rendering aid/assistance shall be responsible for all costs associated with providing mutual assistance/automatic aid services under this Agreement.

The Parties further agree that the municipality rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, Parties, or company involved in, causing, or responsible for the incident at the sole discretion of the municipality rendering aid or assistance. The City/Town rendering aid/assistance for emergency medical services that require transport service may request reimbursement for the transport service from the patient. The City/Town rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering municipality invoices the Party responsible for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting municipality as a matter of courtesy, provided, however, that the Parties are not required to provide copies of transport fee invoices to the other Party and shall not otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

1.5. Ability to Respond: Each Party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or personnel available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the Parties to subsidize the normal day-to-day operations or shortages in personnel or equipment of the other Party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

1.6. HIPAA Compliance: Both Parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and, therefore, are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, the Parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

2 EMPLOYEES; REPRESENTATIVES

2.1. Representative and Contract Monitors: PBG's representative and Contract Monitor during the performance of this Agreement shall be the Chief of Operations, whose telephone number is (561) 799-4326. TOJ's representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 741-2456.

2.2. Personnel Functions: No personnel of either Party to this Agreement shall perform any function or service that is not within that personnel's scope of duties as defined or determined by the appropriate Party.

2.3. Personnel Claims, Benefit, etc.: No personnel, employee, officer, or agent of either Party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No personnel of either Party shall be deemed the personnel of the other for any purpose during the performance of services hereunder.

3 EFFECTIVE DATE; TERM

3.1. Effective Date and Term: This Agreement shall take effect upon approval by both Parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

3.2. Notice of Termination: Either Party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

4 LIABILITY; INDEMNIFICATION

4.1 No Assumption of Liability: Neither Party to this Agreement, nor their respective personnel, shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either Party.

4.2 Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance, and rules, and all pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of the personnel of either Party when performing their respective functions within the territorial limits for their respective municipalities, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel and for loss or damage of equipment shall be borne by the Party employing such personnel and owning or possessing such equipment.

4.3 Indemnification: Each Party shall be liable for its own actions and negligence, and to the extent permitted by law, PBG shall indemnify, defend, and hold harmless TOJ against any actions, claims, or damages arising out of PBG's negligence in connection with this Agreement, and TOJ shall indemnify, defend and hold harmless PBG against any actions, claims or damages arising out of TOJ's negligence in connection with this Agreement. The foregoing indemnity shall not constitute a waiver of sovereign immunity beyond the limits set for in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

5 CONFLICT RESOLUTION; CLAIMS

5.1 Conflicting Resolution. Any dispute or conflicts between the Parties that arise from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either Party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

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

5.3 Notice of Suits: Each Party agrees to notify the other of any claim or the initiation of any legal proceeding against it that relates in any manner to the services provided by the other Party. Each Party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

6 GENERAL CONTRACT TERMS

6.1 Equal Opportunity: Each Party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national origin or ancestry.

6.2 Annual Appropriations: Each Party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

6.3 Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

PBG: Palm Beach Gardens Fire Rescue
Chief of Operations
4425 Burns Road
Palm Beach Gardens, FL 33410

with a copy to:

R. Max Lohman, Esq.
City Attorney
10500 N. Military Trail
Palm Beach Gardens, FL 33410

TOJ: Jupiter Fire Rescue Department
Fire Chief
210 Military Trail
Jupiter, FL 33458

with a copy to:

Thomas J. Baird
Town Attorney
4741 Military Trail, Suite 200
Jupiter, FL 33458

Each Party may change its address upon notice to the other.

6.4 Records: Each Party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each Party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research, or reports, in accordance with Florida law.

6.5 Assignment of Rights: Neither Party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations under this Agreement without the prior written consent of the other.

6.6 Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

6.7 Captions: The captions and section designations herein set for convenience only shall have no substantive meaning.

6.8 No Transfer of Power. Nothing in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, Florida Statutes. The Parties' governing authorities shall each retain all legislative authority with regard to their respective governing bodies.

6.9 Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

6.10 Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

6.11 Joint Preparation: The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

6.12 None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the Parties to this Agreement.

6.13 Triplicate Execution; File with Clerk. This Agreement shall be signed in triplicate by both Parties and filed for record by the City with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01 of Florida Statutes.

6.14 Entirety of Agreement. This Agreement represents the Parties' entire understanding and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

CITY OF PALM BEACH GARDENS

By: _____
Patricia Snider, CMC, City Clerk

By: _____
Ronald M. Ferris, City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

ATTEST:

TOWN OF JUPITER, FLORIDA

By: _____
Laura Cahill, MBA, CMC, City Clerk

By: _____
Frank Kitzerow, Town Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

TOWN OF JUPITER
Work Order No. 185 with Hazen and Sawyer for Maintenance Facility Complex Master Plan



DATE	October 1, 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 114-24 for the Authorization of Work Order No. 185 of Contract W1724B with Hazen and Sawyer for Maintenance Facility Complex Master Plan in an amount not to exceed \$129,752.49

EXECUTIVE SUMMARY

Town staff is providing Resolution 114-24 for consideration by Town Council for approval of Work Order No. 185 to W1724B with Hazen and Sawyer in an amount not to exceed \$129,752.49 for the Maintenance Facility Complex Master Plan.

Work Order No. 185 authorizes Hazen and Sawyer to complete the professional consulting services for the master planning of the Maintenance Facility Complex which houses the Public Works, Parks, Utilities, and Police functions. The scope of work includes the review of the existing facilities for the adaptive reuse, renovation, and refurbishment. Possible demolition of the Town's Maintenance Building and reconstruction elsewhere on the site to accommodate future Fire Department maintenance needs will also be reviewed. Additional components of the Master Plan may include reconfiguring existing metal buildings, parking facilities, covered equipment storage area, and the creation of additional storage areas throughout the site.

This design work order will fall under an existing contract which was previously reviewed by the Town Attorney for legal sufficiency.

ANALYSIS

Hazen and Sawyer was awarded a continuing services contract, W1724B, by the Town Council in April of 2017 and the contract was renewed for an additional three years starting in April of 2022. Staff has determined that Hazen and Sawyer can provide the necessary professional services for the Public Works Storage Facility - Final Schematic Design.

Approving Resolution 114-24 will authorize Work Order No.185 with Hazen and Sawyer in an amount not to exceed \$129,752.49 for the Maintenance Facility Complex Master Plan.

In the event the Town Council approves Resolution 114-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 114-24
2. Draft Work Order

FUNDING SOURCE

Approved in Budget	\$129,752.49	Sources:Public Works Storage Building Phase II, 31031041-531000-E2200
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. 114-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO.185 OF CONTRACT W1724B WITH HAZEN AND SAWYER FOR THE MAINTENANCE FACILITY COMPLEX MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$129,752.49 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS TO EXECUTE THE WORK ORDER ON ITS BEHALF

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

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

WHEREAS, the Town has an existing Continuing Services Consulting Contract with Hazen and Sawyer; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal from Hazen and Sawyer in order to create a work order to provide consulting services for the Maintenance Facility Complex Master Plan; and

WHEREAS, the scope of work for the Maintenance Facility Complex Master Plan consists of but are not limited to professional consulting services for the master planning of the Public Works, Parks, Utilities, and Police Facility Campus which may include the adaptive reuse, renovation, and refurbishment of existing facilities; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 185 of Contract W1724B, in an amount not to exceed \$129,752.49 to Hazen and Sawyer; and

WHEREAS, the Town has sufficient funds in its current fiscal year budget available to fund the design of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby directed to execute the work order with Hazen and Sawyer. in an amount not to exceed \$129,752.49.

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



October 01, 2024

Mr. David Barnett, P.E.
Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL, 33021

**RE: CONTRACT NO. W1724B; WORK ORDER NO. 185
MAINTENANCE FACILITY COMPLEX MASTER PLAN**

Dear Mr. Barnett:

In accordance with your proposal dated April 9, 2024 (attached), you are authorized to provide engineering services for Maintenance Facility Complex Master Plan:

Task 1 – Project Initiation, Meetings and Technical Memorandum	\$38,077.73
Task 2 – Schematic Drawings	\$83,809.43
Task 3 – Presentation Graphics	\$ 3,433.08
Task 4 – Opinion of Probable Costs	\$ 4,432.26
	<u>\$129,752.49</u>

The work shall be performed as Work Order No. 185 to Contract W1724B. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **One Hundred Twenty-Nine Thousand, Seven Hundred Fifty-Two Dollars and Forty-Nine Cents (\$129,752.49).**

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy to this office. Please mail the signed original to this office.

Approved By Direction:	Hazen and Sawyer
	Acknowledgment and Acceptance:
_____ Thomas Hernandez, P.E. Director of Engineering and Public Works	Signature: _____
	Printed Name: _____
	Date: _____
	Title: _____

SCOPE OF SERVICES

Town of Jupiter

Master Plan for Public Works, Parks, Utilities, and Police Facility Work Order #185 April 9, 2024

In accordance with our general services agreement dated April 18, 2017 (Contract W1724B), Hazen and Sawyer, (hereinafter referred to as “**CONSULTANT**”), is pleased to submit this proposal for professional consulting services to the Town of Jupiter, (hereinafter referred to as “**TOWN**”) to perform engineering and architectural services associated with the evaluation and recommendations for phased improvements to the Town’s Public Works, Parks, Utilities, and Police Facility.

PROJECT UNDERSTANDING

The **TOWN’s** Engineering & Public Works department has requested professional consulting services to evaluate and recommend improvements to the Public Works, Parks, Utilities, and Police Facility Campus. To accomplish this, it will be necessary to create schematic design drawings and prepare a preliminary Opinion of Probable Cost (OPC) for proposed municipal capital improvement projects identified by **TOWN** Staff.

The scope of the work will require the master planning of the Public Works, Parks, Utilities, and Police Facility Campus which will include the adaptive reuse, renovation and refurbishment of existing facilities, possible demolition of the **TOWN’s** Maintenance Building and reconstructing elsewhere on the site to accommodate future Fire Department maintenance needs. Additional components of the Master Plan may include reconfiguring of existing metal buildings, parking facilities, covered equipment storage area, and the creation of additional storage areas throughout the site.

Interviews with **TOWN** staff will be required to determine staff’s needs and assess whether those are best served by the current location and configuration of their offices. Based on the findings, recommendations may include the remodeling or refurbishment of existing facilities, or the demolition and construction of new ones.

SCOPE OF SERVICES

Task 1 – Project Initiation, Meetings and Technical Memorandum

CONSULTANT will perform a site visit to review the existing reasonably observable site conditions to become familiar with the site. It is anticipated that there will be data collection efforts to obtain the existing available information for the project site. Such data collection may include copies of existing permits, utility locations and as-built information. Applicable utility companies, as identified by Sunshine One-Call will be contacted with an as-built utility location request. This information will be used to develop the potential utility improvements required for the project. Listed below are the agencies that Consultant may be obtaining existing data from in relationship to the proposed projects:

- a) Town of Jupiter
- b) Loxahatchee River Environmental Control District
- c) Florida Power and Light
- d) AT&T
- e) Gas Company
- f) Cable Company

It is assumed that **TOWN** will provide existing permits, as-built documents, surveys or concept plans for review by **CONSULTANT**.

Included in this task, **CONSULTANT** will coordinate and attend meetings with representatives of the **TOWN's** Public Works and Engineering, Parks, Utilities and Police departments. Up to a maximum of five (5) meetings, prior to the development of Schematic Design Drawings for the projects are proposed. The purpose for the meetings is to develop a project program or programs based on input from the representatives regarding the Staff requested improvements.

CONSULTANT will prepare a brief Technical Memorandum (TM) summarizing the findings from the above meetings complete with recommendations for the **TOWN's** further consideration in developing into a project or project(s).

Deliverables:

- Five (5) Programming Meeting Minutes in electronic PDF format
- Technical Memorandum (TM) in electronic PDF format.

Task 2 – Schematic Drawings

CONSULTANT will develop schematic drawings that will show the conceptual layout of the potential improvements associated with the specific project(s) utilizing the information obtained in Task 1 above, overlaid on a colored aerial as the base drawing.

In general, the preliminary list of Schematic Drawings anticipated are as follows:

Sheet	Drawing	Title
1	G-01	Cover Sheet with Location Map and Index of Sheets
2	G-02	General Notes
3	C-01	Schematic Site Civil Paving, Grading, and Drainage Plan
4	C-02	Schematic Site Civil Water and Sewer Plan
5	C-03	Schematic Autoturn Exhibit
6	A-01	Schematic Architectural Building Foot Print (Sheet 1 of 2)
7	A-02	Schematic Architectural Building Foot Print (Sheet 2 of 2)
8	A-03	Architectural Space Plan Reconfiguration (Sheet 1 of 2)
9	A-04	Architectural Space Plan Reconfiguration (Sheet 2 of 2)

The schematic drawings will be submitted to the **TOWN** for distribution to the appropriate departments for their review. After sufficient review time, a meeting will be scheduled with **TOWN** staff to review the schematic drawings with representatives from the **CONSULTANT**. The purpose of the meeting will be to review the comments, discuss revisions and design decisions, and solicit additional comments from **TOWN** staff concluding the meeting with approved schematic drawings for the project. Included in this task, **CONSULTANT** will revise the schematic plans one (1) time in response to minor **TOWN** comments and shall resubmit the drawings for the **TOWN's** approval. Additional revisions or subsequent changes requested by the **TOWN** shall be provided as an Additional Service.

Deliverables:

- The Schematic Drawings in electronic PDF format

Task 3 – Presentation Graphics

CONSULTANT will prepare as many as three (3) presentation graphics illustrating the conceptual designs for use by the **TOWN** at public meetings. These graphics will be prepared in PowerPoint format.

If requested, **CONSULTANT** will attend one (1) meeting with the **TOWN** prior to the presentation to review the proposed graphics and to incorporate **TOWN** comments into **TOWN's** presentation as an Additional Service.

Deliverables:

- The Presentation Graphics in electronic PDF and PowerPoint formats

Task 4 – Opinion of Probable Construction Cost

Based upon the approved schematic drawings, the **CONSULTANT** will prepare an Opinion of Probable Construction Cost (OPCC) for the project. Due to the conceptual nature of the schematic drawings, the level of accuracy for the opinion of probable construction will be a Class 4 estimate in accordance with the Association for the Advancement of Cost Estimating (AACE) in Recommended Practices 18R-97. The OPCC for will be submitted to the **TOWN** for distribution to the appropriate departments for their review.

Deliverables:

- The OPCC in electronic PDF format

TIME OF COMPLETION

The time of completion for the deliverables described above is tabulated below.

Deliverable	Time to Completion (from NTP of X/XX/XX)
Task 1 – Project Initiation, Meetings and Technical Memorandum	10 weeks

Task 2 – Schematic Drawings	18 weeks
Task 3 – Presentation Graphics	20 weeks
Task 4 – Opinion of Probable Costs	20 weeks

SCHEDULE OF FEES

Proposed labor costs for services (Lump Sum except where indicated), are tabulated below.

Task	Engineering Fee
Task 1 – Project Initiation, Meetings and Technical Memorandum	\$38,077.73
Task 2 – Schematic Drawings	\$83,809.43
Task 3 – Presentation Graphics	\$3,433.08
Task 4 – Opinion of Probable Costs	\$4,432.26
Total Lump Sum	\$129,752.49

ASSUMPTIONS

- The **CONSULTANT** team visiting the site and attending meetings will consist of a Civil Engineer and Architect.
- The **TOWN** does not want to contract the services of a Surveyor to gather topographic or boundary data at this time.
- The **TOWN** does not want to contract the services of a Geotechnical Consultant to gather sub-surface soil, chemical or groundwater data and make construction recommendations at this time.
- The **TOWN** does not want to contract the services of an Environmental Consultant to perform site environmental investigations such as Phase 1, Phase 2, Wetlands or Endangered Species surveys at this time.
- All schematic drawings will be based on existing surveys, aerial photography, field notes and property boundaries as identified and readily available via the **TOWN's** records, Palm Beach County Property Appraiser website or County Clerk website unless supplied additional documentation by the **TOWN**.
- The location of utilities on, over or under the project site will be based on readily available information to be provided by applicable agencies as identified by Sunshine One-Call.

- No Construction Drawings or Specifications will be developed by the **CONSULTANT**.
- **CONSULTANT** will not be responsible for applying for permits or grants.
- The level of accuracy for the opinion of probable construction will be a Class 4 estimate in accordance with the Association for the Advancement of Cost Estimating (AACE) in Recommended Practices 18R-97.
- It is assumed that all improvements will occur on **TOWN** owned property, and that no property acquisition is required.
- It is assumed that **TOWN** will provide existing as-built documents, surveys or concept plans for review by **CONSULTANT**. It is assumed that **TOWN** will assist **CONSULTANT** in requesting and obtaining key CAD files from prior consultants if necessary, in the event that the **TOWN** does not have key CAD files available.

Fee Schedule

ATTACHMENT "A"
WORK ORDER NO.
MASTER PLAN DETAILED COSTS AND EXPENSES

Task No.	Work	Vice President	Senr. Assoc	Assoc	Senr. Principal	Principal Eng./Arch.	Engineer/ Architect	Senr. Princ. Designer	Principal Designer	Word Process	Total Hours	Raw Labor Cost	Labor Cost (3.05)	Sub-Consultant	Expenses (5% of Labor)	Total Cost
		\$92	\$70	\$60	\$55	\$43	\$38	\$40	\$32	\$27						
1.0	Project Initiation, Meetings and Technical Memorandum	4	84	74	0	0	16	0	0	22	200	\$ 11,890	\$ 36,265	\$ -	\$ 1,813	\$ 38,077.73
2.0	Schematic Drawings	8	162	0	8	0	0	340	0	2	520	\$ 26,170	\$ 79,819	\$ -	\$ 3,991	\$ 83,809.43
3.0	Presentation Graphics	1	2	6	0	0	0	12	0	0	21	\$ 1,072	\$ 3,270	\$ -	\$ 163	\$ 3,433.08
4.0	Opinion of Probable Costs	2	0	20	0	0	0	0	0	0	22	\$ 1,384	\$ 4,221	\$ -	\$ 211	\$ 4,432.26
TOTAL		15	248	100	8	0	16	352	0	24	763	\$ 40,516.00	\$123,573.80	\$ -	\$ 6,178.69	\$ 129,752.49

TOWN OF JUPITER

Work Order No. 33 with Kimley-Horn for Design of Daily Park, Miracle Moments Park, and Heights Park Playground Improvements



DATE	October 1, 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 117-24 for the authorization of Work Order No. 33 to Kimley-Horn and Associates, Inc. in an amount not to exceed \$117,890.82 for the design of Daily Park, Miracle Moments Park, and Heights Park Playground Improvements

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Work Order No. 33 to EPW 2016-12A with Kimley-Horn and Associates, Inc. (Kimley-Horn) in an amount not to exceed \$117,890.82 for the for Daily Park, Miracle Moments Park, and Heights Park Playground Improvements.

The Work Order No. 33 design scope of work includes but is not limited to landscape architecture and engineering services for new playground equipment, playground surfacing consisting of multi-colored artificial turf, improvements that incorporate shade elements (either through shade trees or shade structures), landscaping, and other related improvements.

Moving forward with the design of these playgrounds aligns with the 2025-2029 Community Investment Program because these playgrounds are slated for construction in fiscal year 2026.

This design work order will fall under an existing contract which was previously reviewed by the Town Attorney for legal sufficiency.

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. 33.

Approving Resolution 117-24 will authorize Work Order No. 33 with Kimley-Horn and Associates, Inc. in an amount not to exceed \$117,890.82 for the Daily Park, Miracle Moments Park and Heights Park Playground Improvements.

In the event the Town Council approves Resolution 117-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 117-24
2. Draft Work Order

FUNDING SOURCE

Approved in Budget	\$117,890.82	Sources: 31032572-531000-R2202 Playground Restoration
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. 117-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO. 33 TO EPW 2016-12A TO KIMLEY-HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$117,890.82 FOR THE DAILY PARK, MIRACLE MOMENTS PARK, AND HEIGHTS PARK PLAYGROUND IMPROVEMENTS AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS DEPARTMENT TO EXECUTE THE WORK ORDER ON ITS BEHALF

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

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

WHEREAS, the Town has an existing Continuing Services Consulting Contract, EPW 2016-12A with Kimley-Horn and Associates, Inc.; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal for the Daily Park, Miracle Moments Park, and Heights Park Playground Improvements; and

WHEREAS, the scope of work will provide design of improvements that include but are not limited to new playground equipment, playground surfacing consisting of multi-colored artificial turf, improvements that incorporate shade elements (either through shade trees or shade structures), landscaping, and other related improvements; and

WHEREAS, based on the information provide by Town staff, Town Council has determined that Kimley-Horn and Associates, Inc. is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 33 of Contract EPW 2016-12A, in an amount not to exceed \$117,890.82 to the Kimley-Horn and Associates, Inc.; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby directed to execute the work order with the Kimley-Horn and Associates, Inc. in an amount not to exceed \$117,890.82.

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



October 01, 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. 33
DAILY PARK, MIRACLE MOMENTS PARK, AND HEIGHTS PARK PLAYGROUND IMPROVEMENTS**

Dear Mr. Schanen:

In accordance with your proposal dated September 16, 2024 (attached), you are authorized to provide engineering services for Daily Park, Miracle Moments Park, and Heights Park Playground Improvements as follows:

Constructions Plans	\$117,890.82
Total:	\$117,890.82

The work shall be performed as Work Order No. 33 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 **One Hundred Seventeen Thousand, Eight Hundred Ninety Dollars and Eighty-Two Cents (\$117,890.82).**

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
PLAYGROUND IMPROVEMENTS
MIRACLE MOMENTS, OLD TOWN HALL, AND DAILY PARK
PLAYGROUNDS
September 16, 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 the design of improvements at three playgrounds with then Town. The project understanding, statement of work, project schedule, and compensation are below.

Project Understanding

The Town has requested professional consulting services to design playground improvements at the following playgrounds within the Town:

- Miracle Moments – 200 Military Trail
- Daily Park – 700 Douglas Drive
- The Heights of Jupiter Park – 15215 Harriet Avenue

Desired improvements generally include new playground equipment, new playground surfacing consisting of multi-colored artificial turf, improvements that incorporate shade elements (either through shade trees or shade structures), landscaping, and other related improvements. The Town has been working with a preferred playground vendor who also supplies shade structures, turf, and furnishings as part of a total package. Consistent signage is also desired, but this will be handled directly by the Town as part of a larger program to provide consistent signage across all of their parks.

It is understood that existing trees are desired to be maintained to the greatest degree practical and be supplemented with low plantings throughout the sites. Irrigation improvements to support the new landscaping will be required. Electrical improvements are needed to convert existing water fountains to chilled fountains. New electrical service will need to be provided at Daily Park along with a new pavilion. It is understood that the Town has engaged an electrical engineer separately for the electrical improvements at Daily Park. Low voltage design for security cameras will be performed by others (Jupiter Police Dept.), however, Kimley-Horn will include conduit routing on the playground plans for installation during the playground work based on the security design provided by the Town (Miracle Moments and The Heights Park only. Daily Park low voltage conduit will be shown on plans by others). The Police Department contractor will then occupy the conduit with wire and equipment at a later time.

Construction Phase services may be needed, but the Town desires to specifically request these services under a separate authorization after the completion of the design phase.

Statement of Work

Based on our project understanding, we offer the scope of services described below.

Site Data Collection

We will attend a kickoff meeting with Town staff to discuss the project. The purpose of the kick-off meeting is to discuss the project scope, goals and objectives, review specific improvements requested, discuss potential construction budget, schedule, and observations made during data collection, discuss the public involvement process, and discuss the permits required. We will request and review available record drawings and surveys for the sites and incorporate appropriate record data into the base maps.

We will engage the services of a subconsultant to prepare a topographical survey of each of the three sites. The topographic surveys will be performed in accordance with the Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes.

These surveys will be used as the base maps for the improvement plans. The surveys will include general ground elevation shots at grade breaks and grid intervals of approximately 25 feet. Elevations will be based on NAVD 88 and State Plane Coordinates will be collected by GPS using the Wide Area Network. Above grade improvements will be located on the surveys as well as tree locations (4" in diameter and larger) and landscaped areas. Above grade and observable utilities within the project area will be located, below grade utilities are not included. Storm and sanitary invert elevations will not be provided on the surveys.

We will conduct a site visit of each playground to observe the project area and identify potential opportunities and constraints that may impact the design of the improvements.

Conceptual Design

With input from Town staff, we will prepare a conceptual design using the topographic survey for each playground. The design concepts for each playground will be used to prepare 3D renderings, a color site plan, and an electronic material/equipment sample board for Town review. It is understood that the Town's playground equipment manufacturer will perform portions of the 3D rendering work to assist Kimley-Horn with this effort. A conceptual Opinion of Probable Cost (OPC) will also be developed to accompany the renderings.

It is understood that the Town will arrange, advertise, and conduct public outreach meetings, and/or provide the above-described renderings on a website for public review.

Kimley-Horn will not attend these meetings or develop the website. Kimley-Horn will provide the color site plans, renderings, and electronic material/equipment sample boards for use at the meetings and on the website. The renderings, site plans, and OPC's for each site will be updated one time based on feedback received at the public meetings.

Construction Documents

Based on the feedback received on the Conceptual Design, Kimley-Horn will prepare 60% design plans and 100% design plans and specifications consisting of the following information for each site:

- Cover Sheet
- General Notes and Specifications
- Demolition Plan
- Site/Grading Plan
- Site Plan Details
- Hardscaping Plan and Details
- Landscaping Plan and Details
- Irrigation Plan and Details
- Electrical / Low Voltage Plan and Details (Miracle Moments and The Heights Park Only)
- Pavilion Refurbishment Plan (The Heights Park only)

Kimley-Horn will coordinate with playground, turf, pavilion, and shade equipment manufacturers for design information related to their products. It is understood that structural foundation design for the play, pavilion, and shade equipment will be performed by the manufacturer. Kimley-Horn can prepare the structural foundation designs, if necessary, as an additional service.

Kimley-Horn will prepare an updated Opinion of Probable Construction Cost for the proposed work for the Town's budgetary purposes at the 60% and 100% design stages. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

It is our understanding that the Town will provide front-end bid specifications and the bid form for the bid set and Kimley-Horn will provide technical specifications (on plan drawings) and the quantities for the bid form. Separate technical specifications in booklet format will not be provided.

Kimley-Horn will make revisions to the bid documents up to two times, responding to Town staff's review comments after completion of the 60% construction documents and draft final documents. We will attend up to two meetings at the 60% completion and 100% completion design stages to discuss progress and comments. Kimley-Horn will also assist the Town in responding to questions posed by prospective bidders during the bidding process.

Permitting Assistance

Kimley-Horn will assist the Town with project improvement reviews with the following agencies:

- Jupiter Engineering/Utilities
- Jupiter Building Department (courtesy review in advance of the selected contractor submitting the formal application only)

Kimley-Horn will make one round of revisions to the documents upon receipt of Town staff's review comments. It is assumed that the Town's selected contractor will formally apply for permits after the plans have been reviewed as described above. All permitting, application and similar fees will be paid for directly by the Town.

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. Additional services that can be performed include, but are not limited to, the following:

1. Utility surveys and soft digs
2. Preparation of a Boundary survey and/or survey abstraction
3. Sketch and legal description development
4. Geotechnical Investigations / Engineering
5. Structural Engineering
6. Zoning/Site Plan Approval Assistance
7. Grant Application/Administration Assistance
8. Archeological Services
9. Bid Phase Services
10. Construction Phase and/or Post Design Services

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:

- Available record information regarding the project sites
- Access to the project sites

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.

Assumptions

- Scope assumes that design of playground, pavilion, and shade structure foundations will be performed, signed and sealed, and provided by the equipment manufacturer for permitting and construction. All design/engineering and similar fees will be paid for directly by the Town.

Project Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet the following mutually agreed upon schedule.

<i>Site Data Collection</i>	<i>6 weeks after NTP</i>
<i>Conceptual Design</i>	<i>10 weeks after NTP</i>
<i>Construction Documents</i>	<i>8 weeks after Conceptual Design completion to 60% submittal</i>
	<i>6 weeks after receipt of 60% comments to 100% submittal</i>
<i>Permitting Assistance</i>	<i>Commensurate with Jupiter review timeline</i>

Compensation

Kimley-Horn will perform the services in Statement of Work for the lump sum fee of \$117,890.82. All application, permitting, and similar project fees will be paid for directly by the Town. 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 me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'KS', is positioned above the typed name.

By: Kevin Schanen, P.E.
Sr. Vice President /Principal

Attachment

ATTACHMENT 2
Draft Work Order

PROJECT:	Playground Improvements												
CLIENT:	Town of Jupiter												
ESTIMATOR:	KMS												
											09/16/24		
											0.0000		
DESCRIPTION:													
See Statement of Work	QC Manager	Proj. Manager	Sr. Traf. Eng.	Sr. Engineer	Sr. LA	LA	Proj. Eng.	Sr. Designer	Sr. Const.	Sr. Admin.	SUB	EXP	LINE TOTAL
Site Data Collection													
Kickoff Meeting		3.0			3.0	5.0	3.0			1.0			\$2,103.99
Record Information Review		1.0				2.0	4.0			3.0			\$1,131.56
Base Mapping		1.0				2.0	9.0						\$1,438.12
Survey Subconsultant and Coordination													\$0.00
Miracle Moments		0.5					1.0			0.5	\$3,800.00		\$4,354.28
Daily Park		0.5					1.0			0.5	\$3,800.00		\$4,354.28
The Heights		0.5					1.0			0.5	\$4,300.00		\$4,891.78
Site Visit		1.0			6.0	6.0	6.0	6.0		1.0			\$3,413.14
													\$0.00
Conceptual Design													\$0.00
Coordination with Equipment Supplier (three sites)		0.5			6.0	10.0	4.0	0.0		1.0			\$2,610.30
Concept Layouts/Design													\$0.00
Miracle Moments		1.0			1.0	3.0	1.0	8.0					\$1,985.09
Daily Park		1.0			1.0	3.0	1.0	8.0					\$1,985.09
The Heights		1.0			1.0	3.0	1.0	8.0					\$1,985.09
3D Renderings, Color Site Plans, and Equipment/Material Boards													\$0.00
Miracle Moments		0.5			1.0	3.0		12.0					\$2,343.17
Daily Park		0.5			1.0	3.0		12.0					\$2,343.17
The Heights		0.5			1.0	3.0	3.0	12.0					\$2,674.85
Conceptual OPC (three sites)		1.0			2.0	3.0	6.0	6.0					\$2,399.68
Submit to Town for Review, Revise per comments (three sites)		1.0			2.0	3.0	6.0	18.0		1.0			\$4,240.72
Update Renderings after public input		0.5			2.0	3.0		12.0					\$2,498.12
													\$0.00
Construction Documents													\$0.00
Construction Plans (Miracle Moments)													\$0.00
Cover Sheet								0.5					\$73.29
General Notes							2.0	2.5					\$587.57
Demolition Plan		0.5				0.5	2.0	2.5					\$757.18
Site/Grading Plan		2.0		2.0			4.0	8.0					\$2,444.08
Hardscaping Plan and Details		1.0			2.0	4.0		15.0					\$3,159.40
Landscaping Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Irrigation Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Electrical / Low Voltage Plan and Details		1.0		3.0			4.0	4.0					\$1,801.64
Construction Details				1.0			2.0	4.0					\$986.68
Construction Plans (Daily Park)													\$0.00
Cover Sheet								0.5					\$73.29
General Notes							2.0	2.5					\$587.57
Demolition Plan		0.5				0.5	2.0	2.5					\$757.18
Site/Grading Plan		2.0		2.0			4.0	8.0					\$2,444.08
Hardscaping Plan and Details		1.0			2.0	4.0		18.0					\$3,599.14
Landscaping Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Irrigation Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Construction Details		1.0		1.0			2.0	4.0					\$1,222.04
Electrical Coordination with SEC (Daily Park)				4.0			4.0						\$1,159.20
Construction Plans (The Heights)													\$0.00
Cover Sheet								0.5					\$73.29
General Notes							2.0	2.5					\$587.57
Demolition Plan		0.5				0.5	2.0	2.5					\$757.18
Site/Grading Plan		2.0		2.0			4.0	8.0					\$2,444.08
Hardscaping Plan and Details		1.0			2.0	4.0		18.0					\$3,599.14
Landscaping Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Irrigation Plan and Details		1.0			2.0	3.0		12.0					\$2,615.80
Electrical / Low Voltage Plan and Details		1.0		3.0			4.0	4.0					\$1,801.64
Pavilion Refurbishment Plan/Details				1.0			2.0	4.0					\$986.68
Construction Details				1.0			2.0	4.0					\$986.68
Comment Response (60%) (three sites)		3.0			9.0	12.0	9.0	30.0		3.0			\$8,985.63
Final Coordination with Equipment Manufacturers (three sites)		0.0			2.0	8.0	4.0	4.0		1.0			\$2,251.42
OPC Updates (60% and 100%) (three sites)		3.0			3.0	6.0	6.0	6.0					\$3,336.93
Meeting Attendance (up to two meetings)		4.0			4.0	4.0	4.0			2.0			\$2,583.08
													\$0.00
Permitting Assistance													\$0.00
Jupiter Engineering Permit Coordination / Comment Response		0.0		1.0	2.0	4.0	4.0	4.0		1.0			\$2,015.22
Jupiter Building Permit Courtesy Review / Comment Response		0.0		1.0	2.0	4.0	4.0	4.0		1.0			\$2,015.22
													\$0.00
Bidding Requests-for-Information (up to three, one round per site)		1.5		2.0	3.0	6.0	4.0	6.0		3.0			\$3,367.49
													\$0.00
TOTAL HOURS	0.0	46.0	0.0	24.0	70.0	127.5	126.0	343.5	0.0	19.5	\$11,900.00	\$0.00	
LABOR (\$/HOUR)	\$251.28	\$235.36	\$193.48	\$179.24	\$154.95	\$103.86	\$110.56	\$146.58	\$118.94	\$82.08	1.075	1.0	
TOTALS	\$0.00	\$10,826.56	\$0.00	\$4,301.76	\$10,846.50	\$13,242.15	\$13,930.56	\$50,350.23	\$0.00	\$1,600.56	\$12,792.50	\$0.00	\$117,890.82



AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING
BOCA RATON / STUART / KEY WEST

September 3, 2024

Via E-Mail: kevin.schanen@kimley-horn.com

Mr. Kevin Schanen
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Re: *Heights Park / **Daily Park** / Miracle Moments – Jupiter* **Revised Proposal**

Dear Mr. Schanen:

In accord with your request, the following proposal for professional land surveying services is submitted for your consideration.

Topographic Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes

- Establish elevations based on NAVD 88 Datum and State Plane Coordinates from GPS using Wide Area Network.
- Locate all above ground improvements including buildings, pavement, curbs, sidewalks, striping, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations of sewer and drainage structures. Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Outline areas of playground equipment.
- Location of underground utilities will be limited to above ground evidence.
- Obtain spot elevations on points of location and on an approximate 25' grid with high and low points extending within the limits.
- Locate specimen trees 4" diameter and larger, providing common name, diameter, position of trees, approximate canopy width/spread limits along with outline of landscaped areas within the limits.

<i>Fees:</i>	<i>Heights Park</i>	<i>\$4,300</i>
	<i>Daily Park</i>	<i>\$3,800</i>
	<i>Miracle Moments</i>	<i>\$3,800</i>

Should you have any questions or comments, please contact me.

Respectfully,

Michael J. Avirom, P.S.M.

/js

50 SW 2nd Avenue Boca Raton, Florida 33432
(561) 392-2594 www.aviromsurvey.com

TOWN OF JUPITER
Approval of EPW 2024-01, Street Resurfacing and Miscellaneous Roadway
Improvements



DATE	October 1, 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 118-24 for the award of Contract EPW 2024-01, Street Resurfacing and Miscellaneous Roadway Improvements to R & D Paving, LLC in an amount not to exceed \$1,417,966.00.

EXECUTIVE SUMMARY

Town staff is providing Resolution 118-24 for consideration by Town Council for approval of the award of Contract EPW 2024-01, Street Resurfacing and Miscellaneous Roadway Improvements to R & D Paving, LLC (R&D) in an amount not to exceed \$1,417,966.00.

The project construction scope consists of but is not limited to, the milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete removal and installation, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt along Frederick Small Road, Parkside Drive, and University Boulevard. This project was budgeted for construction in Fiscal Year 2024.

On August 27, 2024, four (4) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that R&D is the lowest, most responsive, and responsible bidder with a total bid amount of \$1,417,966.00. Town staff contacted references provided by R&D and received positive feedback on the quality of their work and timely completion of their projects.

The Contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed this standard form in the past and found it to be acceptable.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy.

It should be noted that the roadways included in the project scope are only a portion of those originally budgeted in the Street Resurfacing Community Investment Program project list during fiscal year 2024. Avenue A, portions of Main Street, Stadium Drive, Abacoa Community Park (Phase I portion), the Island, and various Town owned alleyways were not included in the design and construction scope of work due to increases in materials costs. Meaning, there was not enough available budget to complete the work previously listed under fiscal year 2024. The roadways included in the project scope encounter the most traffic out of the original list from

fiscal year 2024 and will have the greatest impact to the public.

Town staff is providing Resolution 118-24 for consideration by Town Council for approval of the award of Contract EPW 2024-01, Street Resurfacing and Miscellaneous Roadway Improvements to R & D Paving, LLC in an amount not to exceed \$1,417,966.00. In the event the Town Council approves Resolution 118-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Draft Contract.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution 118-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

Approved in Budget	\$1,417,966.00	Sources:31031041-553000-E1003 Street Resurfacing
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. 118-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2024-01, STREET RESURFACING AND MISCELLANEOUS ROADWAY IMPROVEMENTS TO R & D PAVING, LLC IN AN AMOUNT NOT TO EXCEED \$1,417,966.00. 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 EPW 2024-01, Street Resurfacing and Miscellaneous Roadway Improvements; and

WHEREAS, the scope of work for the Street Resurfacing and Miscellaneous Roadway Improvements consists of but is not limited to, the milling of existing asphalt pavement, adjustments to utility manholes and valves, concrete removal and installation, asphaltic concrete roadway overlay, striping rehabilitation, and striping of new asphalt along Frederick Small Road, Parkside Drive, and University Boulevard; and

WHEREAS, based on the review of bids by Town staff, Town Council has determined that R & D Paving, LLC 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 2024-01 in an amount not to exceed \$1,417,966.00 to R & D Paving, LLC; and

WHEREAS, the Town has sufficient funds in its Community Investment Program 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 R & D Paving, LLC in an amount not to exceed \$1,417,966.00.

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

BID TABULATION

STREET RESURFACING AND MISCELLANEOUS ROADWAY IMPROVEMENTS

EPW 2024-01

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	UNREVIEWED BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
R & D Paving, LLC 400 Executive Center Drive Suite 210 West Palm Beach, FL 33401	\$1,417,966.00	\$1,417,966.00	5% FCCI Insurance Company
J.W. Cheatham LLC 7396 Westport Place West palm Beach, FL 33416	\$1,498,780.50	\$1,498,880.50	5% Travelers Casualty and Surety Company of America
M&M Asphalt Maintenance Inc. D/B/A All County Paving 1180 SW 10 Street Delray Beach, FL 33444	\$1,499,743.75	Bid is rejected because it cannot be verified due to mathematical errors and the unit prices were not provided written in words	5% The Gray Casualty & Surety Company
Ranger Construction Industries, Inc. 1645 North Congress Ave West Palm Beach, FL 33409	\$1,745,852.05	\$1,745,852.05	5% Travelers Casualty and Surety Company of America

EPW 2024-01

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
R & D PAVING, LLC

THIS CONTRACT, made this 1st day of October, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and R & D Paving, LLC, 400 Executive Center Drive, Suite 210 West Palm Beach, FL 33401 a Florida Corporation, FEID Number 45-4469049 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 August 27, 2024 for the Street Resurfacing and Miscellaneous Roadway Improvements, 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 2024-01 entitled Street Resurfacing and Miscellaneous Roadway Improvements, 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 provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR’S permanent business location’s county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **Ninety (90) 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, **Five Hundred Forty Dollars and No Cents (\$540.00)**, 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 One Million, Four Hundred Seventeen Thousand, Nine Hundred Sixty-Six Dollars and No Cents (\$1,417,966.00).
- 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 Street Resurfacing & Miscellaneous Roadway Improvements EPW 2024-01 consisting of plans prepared by Town of Jupiter Engineering Division dated July 26, 2024.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms.
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected

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

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

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the

TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

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

8. CONTRACT AMENDMENTS

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

9. NO ASSIGNMENT

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

10. ATTORNEY FEES

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

11. INDEPENDENT CONTRACTOR

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

12. FUNDING

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

13. RIGHT TO AUDIT

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

14. RISK OF LOSS

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

to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

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

16. COMPLIANCE WITH LAWS

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

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

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

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

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

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

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

20. NON-EXCLUSIVITY

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

21. NO WAIVER

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

22. NOTICE

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

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

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

23. SEVERABILITY

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

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

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

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER
Interlocal Agreement for Fire-Rescue Dispatch Services with Palm Beach County



DATE	October 1, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Darrel Donatto, Fire Chief
SUBJECT	Resolution 119-24 Interlocal Agreement for Fire-Rescue Dispatch Services with Palm Beach County

EXECUTIVE SUMMARY

Staff requests the Town Council approve an Interlocal Agreement for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Jupiter. If Resolution 119-24 is approved, the Fire Chief will be authorized to execute the ILA on the Town's behalf. The ILA will go into effect April 1, 2026, and expire September 30, 2036. The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form.

ANALYSIS

The "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on the basis of mutual advantage. Palm Beach County uses countywide ad valorem taxes to fund countywide common fire-rescue dispatch services. Palm Beach County Fire Rescue may provide these fire-rescue dispatch services to any fire-rescue providers in Palm Beach County that desire said services from the County. These services include dispatch-related communication support for all emergency fire-rescue incidents, the use of equipment necessary to implement common dispatch services and maintenance and repair of dispatch-related equipment provided by the county. Attachment 2 is the Interlocal Agreement for Fire-Rescue Dispatch Services.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 119-24 Interlocal Agreement for Fire Rescue Dispatch Services
2. Town of Jupiter Dispatch Services ILA 8.28.24

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:
Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Shirley Saunier at ShirleyS@Jupiter.fl.us or 561-741-2456.

RESOLUTION NO. 119-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE FIRE CHIEF TO ENTER INTO AN INTERLOCAL AGREEMENT FOR FIRE-RESCUE DISPATCH SERVICES BETWEEN PALM BEACH COUNTY AND THE TOWN OF JUPITER

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

WHEREAS, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch"), fire-rescue dispatch services may be provided by Palm Beach County Fire Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Town upon its commencement of fire-rescue services; and

WHEREAS, the Countywide Common Dispatch program provides a benefit to the residents and property throughout Palm Beach County, including the residents and property within the Town; and

WHEREAS, the Town hereby determines that the public health, safety and welfare are promoted by the County's provision of fire-rescue dispatch services to the Town pursuant to this Agreement.

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 Fire Chief is hereby authorized to execute an Interlocal Agreement for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Jupiter.

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

**INTERLOCAL AGREEMENT
FOR FIRE-RESCUE DISPATCH SERVICES BETWEEN
PALM BEACH COUNTY AND THE TOWN OF JUPITER**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), by and through its Board of County Commissioners, and the Town of Jupiter, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Town”).

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

WHEREAS, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter “Countywide Common Dispatch” or “Common Dispatch”), fire-rescue dispatch services may be provided by Palm Beach County Fire Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Town upon its commencement of fire-rescue services; and

WHEREAS, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Town; and

WHEREAS, the Town and County hereby determine that the public health, safety and welfare are promoted by the County’s provision of fire-rescue dispatch services to the Town pursuant to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the Town do hereby agree as follows:

ARTICLE I: COMMON DISPATCH

Section 1. Common Dispatch: The Town shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire Rescue Department) will provide the necessary equipment and services to implement and provide fire-rescue Common Dispatch and related communication services for the Town as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and the applicable policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Town's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the Town for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

Section 2. Town Responsibilities:

The Town agrees:

- A. To maintain a Common Dispatch Letter(s) of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter(s) of Understanding referenced above.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Town's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services

provided by the County hereunder.

- F. To immediately notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To promptly reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of Town street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3. County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Town's PSAP.
- B. To document unit times (e.g., response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Town's use the Equipment necessary to implement Common Dispatch services to the Town.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Town by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter(s) of Understanding between the Fire Chiefs.

ARTICLE II: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The Town representative and contract monitor during the performance of this Agreement shall be the Town of Jupiter Fire Chief whose telephone number is (561) 741-2456.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Relationship of Employees: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee or officer of either party shall be deemed the employee or officer of the other for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to

the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment, except as may be otherwise provided for in this Agreement.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section 8. Effective Date and Term: This Agreement shall take effect April 1, 2026 provided, however, that the County's obligations hereunder to receive and dispatch emergency calls, and provide related communication support, shall not commence until the commencement of the Town providing fire-rescue services, which is anticipated to begin on October 1, 2026 at 12:00:01 a.m. This Agreement shall continue through September 30, 2036 unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days' prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Notwithstanding anything herein to the contrary, should the Town no longer anticipate that it will commence its own fire-rescue services, then the Town shall promptly notify the County of such, and this Agreement shall not take effect and/or shall automatically terminate upon such notice.

Section 10. Capital Improvement Plans: On an annual basis, the Town shall provide the County with Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within its jurisdiction and/or service area. It is understood that these plans may be modified subsequent to

submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 13. Entirety of Agreement: This Agreement, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in this Agreement, represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Nondiscrimination: In Resolution R2017-1770, Palm Beach County expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth in said Resolution. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or

hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or the Town.

Section 17. Records: Each party shall maintain all records related to this Agreement or the services delivered under this Agreement in accordance with Florida law and for a period of at least five (5) years. Each party shall provide the other party with access to, and copies of, all such records upon request and at no cost.

Section 18. Inspector General: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 19. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 20. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided under this agreement. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 21. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be

mailed to:

Palm Beach County Fire Rescue
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the Town shall be mailed to:

Fire Chief
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Each party may change its address upon notice to the other.

Section 22. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 24. Delegation of Duty: This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of State, County, or Town officers.

Section 25. HIPAA Compliance: Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

Section 26. Force Majeure: County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion,

pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

Section 27. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 28. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 29. Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 30. E-Verify - Employment Eligibility: Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

Section 31. Waiver of Jury Trial: THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:
JOSEPH ABRUZZO, CLERK
OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Palm Beach County Fire Rescue

ATTEST:

TOWN OF JUPITER,
FLORIDA

By: _____
Town Clerk

By: _____
Darrel Donatto, Fire Chief

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Town Attorney

By: _____
Town of Jupiter Fire Rescue

TOWN OF JUPITER

Work Order No. 37 with Calvin, Giordano, and Associates, Inc. for South Island Way Final Plans



DATE	October 1, 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 120-24 for the authorization of Work Order No. 37 to Calvin, Giordano, and Associates, Inc. for South Island Way Final Plans in an amount not to exceed \$365,174.13

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Work Order No. 37 to EPW 2016-12B with Calvin, Giordano, and Associates, Inc. (CGA) in an amount not to exceed \$365,174.13 for the South Island Way Final Plans.

Work Order No. 37 design services shall include survey, civil engineering, landscape architecture, electrical engineering design, and permitting for the final design and construction plans for the South Island Way project. The project will consist of but not be limited to the construction of a new roadway from Jupiter Park Drive to 68th Terrace. South Island Way shall replace 174th Street and improve 68th Terrace from West Booker T. Boulevard to Indiantown Road. A roundabout will be constructed at the intersection of South Island Way and 68th Terrace. The project will also include a roundabout at the intersection of South Island Way and Jupiter Park Drive. Palm Beach County's drainage pond along the east side of South Island Way Right of Way will be modified to allow South Island Way to cross to the west of it.

This design work order will fall under an existing contract which was previously reviewed by the Town Attorney for legal sufficiency.

ANALYSIS

CGA was awarded a continuing services contract, EPW 2016-12B, 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 CGA and its subconsultants can provide the necessary professional services for Work Order No. 37. For reference, CGA was the design professional for the design plans to their current milestone.

CGA has provided a timeline of one year to complete the design as a part of their proposal, resulting in a 100% plans completion date in October of 2025.

Approving Resolution 120-24 will authorize Work Order No. 37 with Calvin, Giordano and Associates, Inc. in an amount not to exceed \$365,174.13 for the South Island Way Final Plans.

In the event the Town Council approves Resolution 120-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution 120-24
2. Work Order 37

FUNDING SOURCE

Approved in Budget	\$365,174.13	Sources:31031041-531000-E1201 Infr-S Extension of Island Way
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. 120-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING EPW 2016-12B WORK ORDER NO. 37 TO CALVIN, GIORDANO, AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$365,174.13 FOR SOUTH ISLAND WAY FINAL PLANS AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS DEPARTMENT TO EXECUTE THE WORK ORDER ON ITS BEHALF

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

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

WHEREAS, the Town has an existing Continuing Services Consulting Contract, EPW 2016-12B with Calvin, Giordano, and Associates, Inc.; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal for the South Island Way Final Plans; and

WHEREAS, the scope of work will provide survey, civil engineering, landscape architecture, electrical engineering design, and permitting for the final design and construction plans for South Island Way.; and

WHEREAS, based on the information provide by Town staff, Town Council has determined that Calvin, Giordano, and Associates, Inc. is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 37 of Contract EPW 2016-12B, in an amount not to exceed \$365,174.13 to the Calvin, Giordano, and Associates, Inc.; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are available for the funding of the Project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby authorized to execute the work order with the Calvin, Giordano, and Associates, Inc. in an amount not to exceed \$365,174.13.

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



October 1, 2024

Mr. Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
560 Village Blvd #340
West Palm Beach, Florida 33409

RE: CONTRACT EPW 2016-12B; WORK ORDER NO. 37
South Island Way Final Plans

Dear Mr. Giordano:

In accordance with your proposal dated September 19, 2024 (attached), you are authorized to provide professional consulting services related to the South Island Way Final Plans project as follows:

Task 1 – Surveying Services	\$ 35,147.88
Task 2 – Subsurface Utility Exploration (SUE) Services	\$ 73,796.12
Task 3 - Construction Documents and Permitting (90% Plans)	\$ 176,341.13
Task 4 - Final Construction Documents	\$ 69,889.00
<u>Expenses (Inc. Travel/Mailings)</u>	<u>\$ 10,000.00</u>
Total:	\$ 365,174.13

The work shall be performed as Work Order No. 37 to Contract EPW 2016-12B. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed Three Hundred Sixty-Five Thousand, One Hundred Seventy-Four Dollars and Thirteen Cents (\$365,174.13).

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

Calvin, Giordano & Associates, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____



WORK ORDER NO. 37

SCOPE OF SERVICES

Roadway Design Services for Island Way from Jupiter Park Drive to Indiantown Road

OVERVIEW

Calvin, Giordano & Associates, Inc. (CGA) shall complete the professional design services in support of the Town's Island Way roadway project from Jupiter Park Drive to Indiantown Road. This Work Order No. 37 will be based on the current design plans previously prepared in Work Order No. 6 and subsequent modifications requested by the Town requiring re-design.

Design Services shall include Survey, Civil Engineering, Landscape Architecture, and Electrical Engineering Design as well as Permitting for the final design and construction plans for Island Way. A subsurface utility engineering subconsultant shall locate existing utilities and pothole to verify existing depths. The project is proposed to consist of the construction of a new roadway from Jupiter Park Drive to 68th Terrace. Island Way is proposed to replace 174th Street and 68th Terrace which is proposed to be improved from West Booker T. Boulevard to Indiantown Road. A roundabout is assumed to be constructed at the intersection of Island Way (174th Street) and 68th Terrace. The project is proposed to also include a roundabout at the intersection of Island Way and Jupiter Park Drive. Palm Beach County's drainage pond along the east side of the Island Way Right of Way is proposed to be modified to allow Island Way to cross to the west. Bidding and Construction Services shall be provided in a separate Work Order and is not covered by this scope of work.

A positive drainage collection system consisting of inlets, pipes swales and exfiltration trenches is proposed to be constructed along the corridor collecting the runoff for the roadway. The roadway runoff is proposed to either discharge into the NW into the SFWMD C-18 Canal or into the adjacent South Indian River Water Control District (SIRWCD) canal. The drainage system is proposed to be designed to have one lane open in each direction at the 25-Year, 3-Day event and meet water quality and quantity requirements. A detention area is proposed to be designed for the area between the roadway and the SIRWCD right of way along the NW side of the project.

A new 12" water main is proposed to be designed along the roadway corridor from Jupiter Park Drive to Jupiter Gardens Blvd. A 6" water main is proposed to be designed from Jupiter Gardens Blvd to 174th Street.

Electrical Engineering Services is proposed to be provided to design LED roadway lighting for Island Way. The design includes performing photometrics and coordination with Florida Power & Light to determine the project's service point. Electrical voltage-drop calculations, developing plans and specifications to establish the service and power distribution, and control of the lighting system is specifically excluded from this contract. Electric power distribution point(s) is proposed to also be coordinated with FPL for the irrigation system.

The Indiantown Road and Island Way intersection improvements have been incorporated into the recent FDOT project. Review of FDOT intersection improvements is included and anticipated to match the

current design plans. Revisions to plans at FDOT intersection are not anticipated. Traffic Signal Design Services will not be provided to modify the traffic signal at the intersection of 68th Terrace and Indiantown Road for the proposed lane configuration change at the south approach. The Town shall provide CGA the updated traffic study to confirm turn lane lengths are met. Should it be determined that traffic signal modifications are required, a separate Work Order will be issued. The current design is proposed to be revised to reduce the impact on the gas station property and existing sidewalk ramps along the south approach to Indiantown Road. Alignment impacts to the intersection will be reviewed, however modifications to the north leg are not included.

Landscape architectural services shall be provided for the roundabout, associated medians, and surrounding roadside as the primary place to provide themed landscape and possible irrigation. The linear length of the road is proposed to be offset within the right of way so that a bioswale can be developed on the east side with an uncurbed road edge. Concepts shall be developed for typical landscape sections as the road moves south from the circle with the understanding private development on the west side is proposed to be responsible for execution of a design. The west side is proposed to include a 6-foot wide sidewalk, but will not have any plantings. A streetscape is proposed to be developed for the extended Jupiter Garden Blvd. The approved plan is proposed to stand as the roadway master plan and guide for the developer installed landscape. The Landscape Architect is proposed to specify wetland plants for littoral planting on the County owned retention area which is being modified with this project. The scope is proposed to cover the development of gateway elements to identify Kennedy Estates at 68th Terrace and the proposed extension of Jupiter Garden Blvd and the commerce park (within the roundabout). The elements is proposed to be detailed for construction. Landscape material is proposed to be native and low maintenance after establishment. Irrigation is proposed to be kept to the minimum or installed as temporary for the whole landscape planting with the understanding that sod is proposed to be Bahia.

SCOPE OF SERVICES

Task 1 – Surveying Services

Updated Boundary Survey

CGA shall prepare boundary surveys in accordance with Rule 5J-17.050 of the Florida Administrative Code (F.A.C.). Parcels owned by Island Way Land Holdings LLC, as described in the official record book 26148 page 1052, and a portion of the parcel owned by Hawkeye Jupiter LLC, as described in the official record book 22387 page 656, all being of the Public Records of Indian River County, Florida,

Services shall include establishing or re-establishing corners, monuments, and boundary lines for the purposes of describing the parcel and placing the land lines on the ground. Pursuant to the requirements of Chapter 5J-17.050, F.A.C. No improvements shall be located for the purpose of these surveys.

Updated Topographic and Tree Survey

CGA shall prepare topographic survey in accordance with Rule 5J-17.050 of the Florida Administrative Code (F.A.C.) for the purpose of engineering design for proposed Island Way beginning at Jupiter Park Drive north to then along the C-18 Canal to 174th Street North then east to 168th Street North then north to Indiantown Road. All trees within the Project Limits with at least a 4-inch caliper or greater, shall be located and identified on the survey with unique tree symbol for each common name tree species and tree diameter.

Services shall include calculating a digital base file in AutoCAD and plotting the existing plated lots, easements, right-of-way and establishing a base line. Field location of all existing visible site improvements and elevations relative to the North American Vertical Datum of 1988 (NAVD 88) shall

be determined on a 100-foot stations in unimproved areas and 50-foot stations in existing roadways. All sections to extend 25' outside of the proposed right-of-way. Asbuilts shall be determined on all above ground sanitary and storm sewer including rim, invert, size and type of pipe. Horizontal and vertical control shall be established with state plane coordinates and benchmarks along the project corridor for future construction.

Deliverables

Two sets of Boundary and Topographic Surveys on 24" x 36" format with .PDF and .DWG formats provided electronically.

Task 2 – Utility Coordination

Blood Hound, LLC (BH) shall perform subsurface utility exploration (SUE) services by conducting electromagnetic (EM) and ground penetrating radar (GPR) scanning services of the Island Way corridor, including both Jupiter Park Drive and Indiantown Road intersections. BH shall provide GPS data collection of the utility locate marks (aka paint marks) to be incorporated into current design plans.

BH shall perform 40 vacuum excavation test holes to confirm vertical elevation of existing utilities within roadway corridor. BH shall provide GPS data collection of the utility test hole to be incorporated into current design plans.

Deliverables

The deliverables shall be as follows:

1. GPS CAD file of Paint Marks in-field
2. Test hole report and GPS CAD file of locations correlated in report

Task 3 – Construction Documents and Permitting

CGA shall reuse the current design (60% construction plans previously prepared) and provide 90% construction plans for the roadway corridor including landscaping and irrigation in accordance with FDOT, Palm Beach County and the Town Standards. Note: CGA shall attempt to mediate differences in standards; however, the entity responsible for maintenance and operations of the improvement shall have the final approval of any associated standards and specifications.

Roadway Plans shall include Cover Sheet, Existing Conditions, Landscape Plans and Specifications, Typical Sections, General Notes, Roadway Details, Roadway Plans, Cross Sections, Pavement Marking and Striping, Stormwater Pollution Prevention Plan, Stormwater Pollution Prevention Plan Notes and Traffic Control Plans (TCP).

Signing and Pavement Marking Plans shall include Cover Sheet, Summary of Pay Items, General Notes, and Signing and Pavement Marking Plans.

Lighting Plans shall include Illumination Calculations (Photometric Plans) to describe pole/fixture locations, illumination levels, and lighting details for the roadway lighting to be provided and installed by Florida Power and Light (FPL). Plans are proposed to include conduit and pull box installation plans and details based on the FPL lighting design for installation by the Town's contractor.

Coordination shall be undertaken with the Town to prepare a design for a compact load center similar as to what was used on the Town's A-1-A Project from Jupiter Beach Road to US-1.

Landscape Plans shall include Cover Sheet, Landscape Plans, Layout Plans, Construction Details and Irrigation Plans.

Utility Coordination Meetings shall be held after submitting 90% Plans. The first Utility Coordination Meeting shall determine the requirements for relocation of existing utilities. Geotechnical Engineering services will be provided by the Town of Jupiter and is excluded from this scope of services.

The drainage design shall incorporate system of swales and exfiltration trenches to provide water quality and quantity attenuation for the project. The drainage design shall outfall into the South Florida Water Management District C-18 Canal after flowing through but not into the SIRWCD Canal adjacent to the C-18 or directly into the SIRWCD Canal. Palm Beach County's stormwater lake shall be reshaped as a part of this project to allow Island Way to cut off its western end.

The Traffic Control Plans (TCP) design shall detail the requirements to construct the project in a safe and efficient manner, providing access to all residential and business properties within the project limits. CGA shall coordinate with Town staff during the design to ensure all of the Town's concerns are met. TCP Sections and Schematic Plans shall be prepared for 68th Terrace and the intersection of Island Way and Jupiter Park Drive. The remainder of the roadway shall be closed with the exception of local traffic.

The Landscape Architect shall prepare Final Landscape Construction Documents for said project at a scale to be determined by the Landscape Architect. The documents shall delineate and locate all proposed and existing landscape plantings reflecting all the proposed and existing site engineering. The plan shall be suitable for construction of the proposed landscape design. Said Landscape Plans, based upon the approved concept, shall delineate the proposed planting in detail and shall include type, size, spacing and Florida grade of all plants at the time of planting. The design shall conform to applicable agencies and be suitable for bidding. It will be submitted to the Client for a final review and comment.

The Landscape Architect shall assist in the preparation of a Lighting layout plan with the Electrical Engineer to assure lighting and tree design are compatible.

The Landscape Architect shall prepare an Irrigation Plan for the proposed design. Drawings shall specify and locate all proposed irrigation heads and zones, including the associated pumps and controllers.

Attend a review meeting with Town staff at approximate 90% completion. Provide electronic sets of check plans a minimum of three (3) days ahead of meeting for review by the Town staff.

Prepare estimate of quantities and opinion of probable construction cost.

Prepare and submit permit packages to FDOT for the Connection Permit, SFWMD for the ERP, PBC Land Development for the ROW and Drainage Permits, and Palm Beach County Public Health Unit for the Water Main permit with the 90% design plans.

CGA shall attend a Town Council meeting after the 90% Plans.

Deliverables

Electronic Plans in PDF format of 90% Plans for Town review including drainage calculations and cost estimates.

Completed copies of FDOT, SFWMD, SIRWCD, PBC LD, PBC HD Permit Applications, as submitted.

Task 4 – Final Construction Documents

CGA shall attend meeting with Town staff to review/resolve comments from 90% Plans.

CGA shall coordinate with appropriate permitting agencies to discuss/resolve comments.

CGA shall prepare 100% Plans to Town for Final Review and Comment.

CGA shall attend meeting with Town Staff to review/resolve comments from 100% Plans.

CGA shall prepare final quantities and opinion of probable cost.

CGA shall prepare and submit permit packages to the Town of Jupiter for the Engineering/Utilities Permit. CGA shall prepare and submit permit packages to FDOT. Palm Beach County Traffic Engineering Division is not anticipated and excluded from this contract since no modification are anticipated to the traffic signal. Processing of the Engineering/Utilities Permit shall be the responsibility of the Town. This scope of services includes one joint meeting between the Town of Jupiter, Palm Beach County Traffic Division and FDOT to discuss any related traffic comments. CGA shall prepare and submit packages to SIRWCD and SFWMD for the ERP. CGA shall prepare and submit packages to the Palm Beach County Public Health Unit (PBC PHU) for the water main permit.

Deliverables

Three (3) sets of Final Quantities (on Plan Sheets) and Opinion of Probable Cost.

Electronic sets of Final Plans in PDF format for the Town Engineering/Utilities Permit Application.

Electronic sets of Final Plans in PDF format for the Town Stormwater Engineering Permits.

Electronic sets of Final Plans in PDF format for use by the Town in the Bidding Process.

FDOT Connection Permit, SFWMD ERP, PBC Land Development Utility, Irrigation and ROW Permits and Palm Beach County Public Health Unit Permit.

Final Plans in AutoCAD Drawing format.

ADDITIONAL SERVICES

Provide additional services as mutually agreed upon with rates based on the approved rate table as outlined in Consultant's contract with the Town.

COMPENSATION

See attached Exhibits A, B & C

SCHEDULE

Task 1 Surveying Services	8 weeks from NTP
Task 2 Utility Coordination	10 weeks from Task 1
Task 3 Construction Documents and Permitting	26 weeks from Task 2
Task 4 Final Construction Documents	8 weeks from Task 3

*Schedule dependent on timely plan review period by Town (est. at 1 week) and no delays due to private property or developer coordination.

Submitted By:

Calvin, Giordano & Associates, Inc.



David Stambaugh
Vice President of Professional Services

Date: 09/19/2024

Exhibit A
Work Order No. 37
Roadway Design Services for
Island Way from Jupiter Park Drive to Indiantown Road

CONTRACT PERFORMANCE

Proposed fee and schedule for completion of Task under Work Order No. 37 is summarized below.

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for basic Professional Engineering services are tabulated below.

<u>Basic Services</u>	<u>Direct Labor Cost</u>
<u>Task 1 – Surveying Services</u>	\$35,147.88
<u>Task 2 – Utility Coordination</u>	\$73,796.12
<u>Task 3 - Construction Documents and Permitting (90% Plans)</u>	\$176,341.13
<u>Task 4 - Final Construction Documents</u>	\$69,889.00
Meetings not included in Task 1 Above	Hourly
Expenses (Inc. Travel/Mailings)	\$10,000.00
Total (NTE) Cost for Project (plus hourly expenses)	\$365,174.13

Exhibit B

Hour Summary for Work Order No. 37
Roadway Design Services for
Island Way from Jupiter Park Drive to Indiantown Road

Work Activity	Position	Hours	Rate	Total
<u>Task 1 - Surveying Services</u>				
Updated Surveying Services	Senior Surveyor	32	\$134.04	\$4,289.28
	Survey Crew	120	\$148.03	\$17,763.60
	Sr. CADD/GIS			
	Technician	100	\$130.95	\$13,095.00
Task 1 Total				\$35,147.88
<u>Task 2 – Utility Coordination</u>				
SUE Services	Trip Charge	10	\$80.63	\$806.30
	Adv. Locate (EM/GPR)	80	\$241.88	\$19,350.40
	Trip Charge	10	\$80.63	\$806.30
	Vacuum			
	Excavation	80	\$403.13	\$32,250.40
	Trip Charge	3	\$80.63	\$241.89
	GPS Data Collection	1	\$6,235.00	\$6,235.00
	GPS Post Process	1	\$2,633.75	\$2,633.75
Utility Coordination	Project Manager	44	\$151.69	\$6,674.36
	Senior Project Engineer (PE)	18	\$135.59	\$2,440.62
	Project Engineer (PE)	0	\$118.25	\$0.00
	Engineer (PE)	0	\$108.20	\$0.00
	Senior			
	CADD/GIS Technician	18	\$130.95	\$2,357.10
	CADD/GIS Technician		\$113.88	\$0.00
	Senior Designer	0	\$101.78	\$0.00
Task 2 Total				\$73,796.12

**Task 3 - Construction Documents and
Permitting (90% Plans)**

Roadway Plans	Project Manager	136	\$151.69	\$20,629.84
	Senior Project Engineer (PE)	189	\$135.59	\$25,626.51
	Project Engineer (PE)	300	\$118.25	\$35,475.00
	Engineer (PE)	0	\$108.20	\$0.00
	Senior CADD/GIS Technician	392	\$130.95	\$51,332.40
	CADD/GIS Technician	0	\$113.88	\$0.00
	Senior Designer	0	\$101.78	\$0.00
	Senior Electrical Engineer (PE)	40	\$135.59	\$5,423.60
	CADD/GIS Technician	61	\$113.88	\$6,946.68
Landscaping Plans	Project Manager (LA)	30	\$188.13	\$5,643.90
	Sr. Landscape Arch	42	\$155.88	\$6,546.96
	Sr. Irrigation Designer	14	\$118.25	\$1,655.50
	Irrigation Designer	48	\$80.63	\$3,870.24
	Sr. CADD/Draftsman (LA)	50	\$80.63	\$4,031.50
	Sr. Designer (LA)	60	\$96.75	\$5,805.00
	Designer (LA)	39	\$86.00	\$3,354.00
	Task 3 Total			\$176,341.13

Task 4 - Final Construction Documents

Roadway Plans	Project Manager	76	\$151.69	\$11,528.44
	Senior Project Engineer (PE)	96	\$135.59	\$13,016.64
	Project Engineer (PE)	104	\$118.25	\$12,298.00
	Engineer (PE)	0	\$108.20	\$0.00
	Senior CADD/GIS Technician	132	\$130.95	\$17,285.40
	CADD/GIS Technician	0	\$113.88	\$0.00
	Senior Designer	0	\$101.78	\$0.00

Lighting Plans	Senior Electrical Engineer (PE)	15	\$135.59	\$2,033.85
	CADD/GIS Technician	20	\$113.88	\$2,277.60
Landscaping Plans	Project Manager (LA)	6	\$188.13	\$1,128.78
	Sr. Landscape Arch	22	\$155.88	\$3,429.36
	Sr. Irrigation Designer	1	\$118.25	\$118.25
	Irrigation Designer	16	\$80.63	\$1,290.08
	Sr. CADD/Draftsman (LA)	20	\$80.63	\$1,612.60
	Sr. Designer (LA)	40	\$96.75	\$3,870.00
	Task 4 Total			\$69,889.00
Expenses (Inc. Travel/Mailings)				\$10,000.00
<u>Total for W.O. No. 37</u>				\$365,174.13

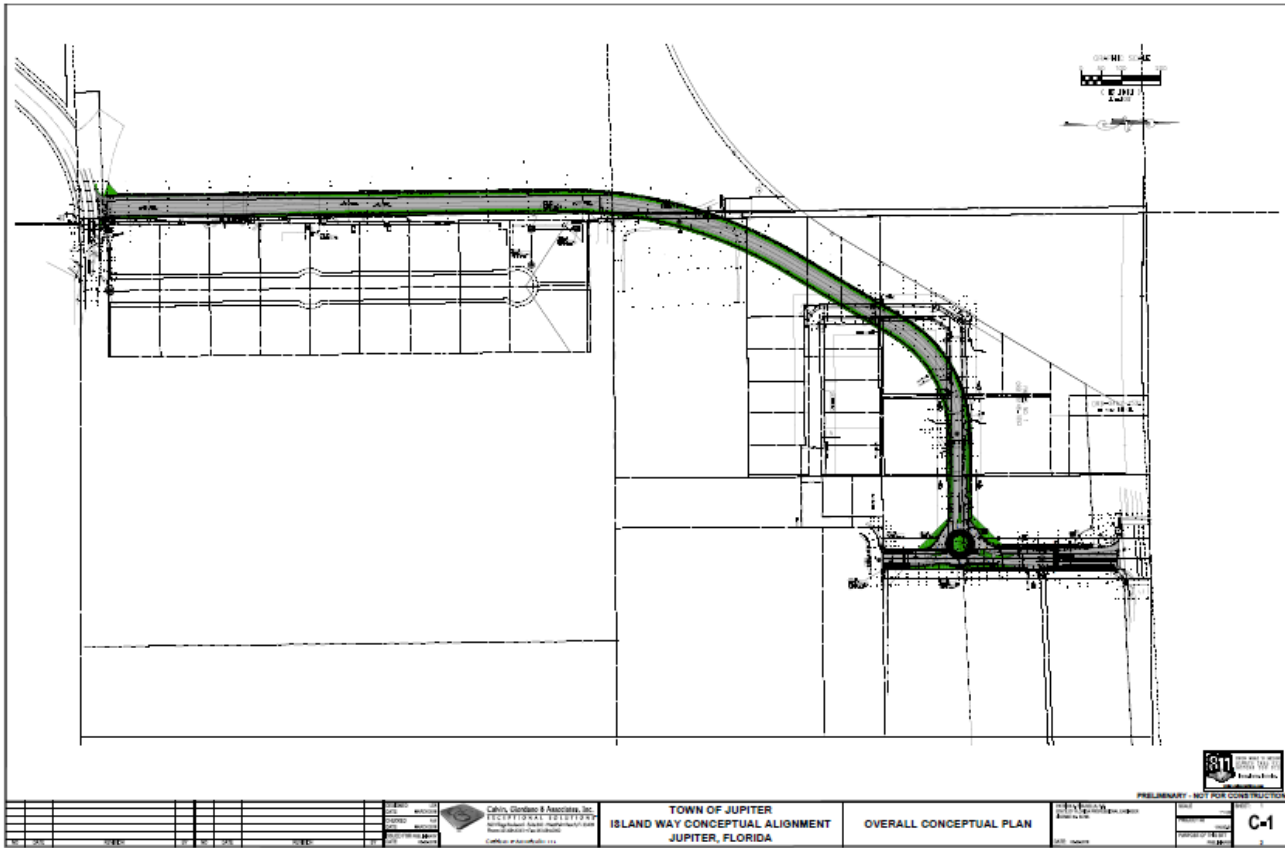
Exhibit C
Work Order No. 37

Approved Rates per Contract number EPW 2016-12B

Title	Labor Rates	Multiplier	Burdened Rates
Project Manager	\$52.67	2.88	\$151.69
Senior Engineer (PE)	\$52.67	2.88	\$151.69
Engineer (PE)	\$37.57	2.88	\$108.20
Senior Project Engineer (PE)	\$47.08	2.88	\$135.59
Project Engineer (PE)	\$41.06	2.88	\$118.25
Senior Traffic Engineer (PE)	\$47.08	2.88	\$135.59
Traffic Engineer (PE)	\$37.57	2.88	\$108.20
Senior Electrical Engineer (PE)	\$47.08	2.88	\$135.59
Electrical Engineer (PE)	\$37.57	2.88	\$108.20
Senior Construction Engineer (PE)	\$47.08	2.88	\$135.59
Construction Engineer (PE)	\$37.57	2.88	\$108.20
Senior Construction Field Representative	\$34.73	2.88	\$100.02
Construction Field Representative	\$31.25	2.88	\$90.00
Senior Planner	\$43.40	2.88	\$124.99
Planner	\$31.25	2.88	\$90.00
Senior Coastal/Ocean Engineer (PE)	\$47.08	2.88	\$135.59
Coastal/Ocean Engineer (PE)	\$37.57	2.88	\$108.20
Senior Environmental Planner	\$43.40	2.88	\$124.99
Environmental Planner	\$36.46	2.88	\$105.00
Environmental Field Representative	\$31.25	2.88	\$90.00
Senior Surveyor	\$46.54	2.88	\$134.04
Associate Surveyor	\$58.85	2.88	\$169.49
Surveying Technician	\$37.50	2.88	\$108.00
Administrative Assistant	\$13.10	2.88	\$37.73
Senior CADD/GIS Technician	\$45.47	2.88	\$130.95
CADD/GIS Technician	\$39.54	2.88	\$113.88
Senior Designer	\$35.34	2.88	\$101.78
Survey Crew			\$148.03
Hydrographic Survey Crew			\$370.08

Exhibit D
Work Order No. 37

Overall Conceptual Plan



TOWN OF JUPITER
Resolution 13-24, Flagler Wharf – Special Exception and site plan application



DATE	October 1, 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 13-24, Flagler Wharf</u> – Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office.

EXECUTIVE SUMMARY

Consideration of a special exception for a marina and site plan application for a 12-slip private marina and a two-story building with 3,376 square-foot restaurant on first floor with an accessory 1,210 square feet of outdoor seating, and 2,758 square feet of professional office on the second floor.

ANALYSIS

A previously proposed site plan on the subject property included a 5-story building with a mix of uses including three levels of structured parking, a 2-story restaurant with office on the second floor, and a marina. It was reviewed by the Planning and Zoning Commission (PZC) at the November 14, 2023 meeting. The PZC unanimously recommended denial of the project due to the incompatibility of mass and height of the building, concerns with traffic, and environmental concerns with the proposed marina. In response to the recommendation for denial, the applicant revised their application to remove the 5-story building and redesigned the marina and restaurant/office building to address previous concerns.

The revised application was first reviewed by the PZC on July 9th, and the Commission recommended the application be postponed to address compliance with the Redevelopment Overlay Area principles, parking requirements, and maximum length of boats.

The applicant submitted revised plans that addressed the majority of the concerns noted above. Conditions are recommended in Resolution 13-24 to ensure that the project complies with the Comprehensive Plan and Town Code.

The applicant is requesting an interpretation to allow the front of the property to be N. Alternate A1A instead of Old Jupiter Beach Road. Per code the narrowest property line adjacent to a street is considered the front which is Old Jupiter Beach Road. Staff notes using N. Alternate A1A as the front is consistent with other properties to the north and south and establishes consistency with the planning principles of the Redevelopment Overlay Area.

Planning and Zoning Commission (PZC) recommendation - At the August 13, 2024 meeting, the PZC voted unanimously, by a 6-0 vote, to recommend approval of the applications with modifications and additions to the Staff recommended conditions as follows:

1. Revise the maximum vessel size at the private marina from a maximum of 35 feet to 40 feet in length overall (LOA);
2. Require the owner to install "No Wake" signs in the marina;
3. No liveaboards at the marina;
4. Require the owner to install a decorative locked gate system for the marina;
5. No slip rental to non-individuals, companies, or clubs, and no subleasing of slips; and
6. Restrict the restaurant's liquor license to a 4COP SFS.

One PZC Commissioner raised a concern about potential noise from live entertainment, especially if the property was sold in the future. Based on the applicant's response that no live entertainment was planned, staff added Condition (5)(d) in the resolution to reflect no live entertainment outdoors since this is consistent with other applications and addresses potential nuisance issues.

Applicant issues and public comment - The applicant has issue with the new condition recommended by the PZC and reviewed for legal sufficiency by the Town Attorney to prohibit slip rental to "non-individuals" (see staff report). At the PZC meeting several individuals spoke in support of and opposition to the application.

Intervener Request - Matt Sipowski has filed a request for party intervener status, consistent with Section 2-2 of the Town Code (Attachment 3). As an intervener, Mr. Sipowski will be given the opportunity to present evidence, bring forth witnesses and ask questions of or cross-examine any other party or witnesses within the same timeframes allowed for the applicant and staff.

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

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 13-24
2. Staff Report and Attachments
3. Intervener Request - Matt Sipowski
4. Flagler Wharf Combined Plans

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Martin Schneider at martins@jupiter.fl.us or 561-741-2290.

RESOLUTION NO. 13-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SPECIAL EXCEPTION USE FOR A MARINE FACILITY AND A SITE PLAN AUTHORIZING THE CONSTRUCTION OF A 12-SLIP PRIVATE MARINA, A RESTAURANT WITH AN ACCESSORY OUTDOOR SEATING AREA AND A PROFESSIONAL OFFICE, ON A 2.9 ± ACRE PROPERTY, LOCATED AT 401 NORTH ALTERNATE A1A; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Flagler Wharf Real Estate, LLC is the owner (“the Owner”) of approximately 2.9± acres of property (“the subject property”); and,

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

WHEREAS, the subject property’s address is 401 N. Alternate A1A; and,

WHEREAS, the subject property is located in the Center Street/North Alternate A1A Redevelopment Overlay Area (ROA), and is thereby eligible for incentives provided it meets the general planning principals established for the ROA; and

WHEREAS, Gentile Holloway O’Mahoney and Associates, Inc. (“the Agent”) has submitted applications for a special exception use for a marine facility and a site plan for a 12-slip private marina, a restaurant with accessory outdoor seating area and for a professional office use to be developed upon the subject property (“the Application”); and,

WHEREAS, the Agent requested a reduced front setback from 50 to 30 feet for the restaurant/office building to implement the general planning principals in the ROA as contained in sections 27-1759 and 1760 pf the Town Code.

WHEREAS, the Planning and Zoning Commission reviewed the Application, conducted a public hearing to consider it and has presented its recommendations to the 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 Agent and 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 marine facility special exception use and a site plan authorizing the construction of a 12-slip private marina, a restaurant with accessory outdoor seating, and professional office on the subject property.

Section 3. The Owner and its successors or assigns shall comply with and maintain the following conditions:

- 62 1) The Owner shall install and maintain all improvements in compliance with the following:
- 63 a) Site Plan and Site Area Enlargement, prepared by Gentile, Holloway &
- 64 O'Mahoney & Associates, Inc., referenced as "SP-1, SP-2," respectively, revised
- 65 on 07/31/24 and received by the Planning and Zoning Department 08/01/24.
- 66 b) Site Development Details, prepared by Gentile, Holloway & O'Mahoney &
- 67 Associates, Inc., referenced as "SP-3", respectively, revised on 07/18/24 and
- 68 received by the Planning and Zoning Department 07/19/24.
- 69 c) Landscape Plan and Landscape Specification Plan, prepared by Gentile,
- 70 Holloway & O'Mahoney & Associates, Inc., referenced as "LP-1 and LP-2",
- 71 respectively, revised 07/18/24, and received by the Planning and Zoning
- 72 Department 07/19/24.
- 73 d) Tree Disposition Plan, prepared by Gentile, Holloway & O'Mahoney &
- 74 Associates, Inc., referenced as "TD-1", revised 07/17/24, and received by the
- 75 Planning and Zoning Department 07/19/24.
- 76 e) Architecture Plan, prepared by Stephen Bonuff, A1A Architects + Planners, Inc.,
- 77 referenced as "A1.0" through "A5.0", dated 07/19/24 received by the Planning
- 78 and Zoning Department 7/19/24.
- 79 f) Preliminary Drainage Plan, prepared by Bowman Construction, referenced as
- 80 "DP", revised 06/21/24, and received by the Planning and Zoning Department
- 81 06/21/24.
- 82 g) Preliminary Utilities Plan, prepared by Bowman Construction, referenced as
- 83 "UTL", revised 06/21/24, and received by the Planning and Zoning Department
- 84 06/21/24.

- h) Striping and Signage Plan, prepared by Bowman Construction, referenced as “STRP”, revised 06/21/24, and received by the Planning and Zoning Department 06/21/24.
- i) Statement of Use, prepared by Gentile, Holloway & O’Mahoney & Associates, Inc., revised 07/31/24, and received by the Planning and Zoning Department 08/01/24.
- j) Traffic Analysis, prepared by Bowman, dated 17/31/24, received by the Planning and Zoning Department 07/31/24.
- 2) The uses conducted on the subject property shall be consistent with the Statement of Use, prepared by Gentile, Holloway & O’Mahoney & Associates, Inc., revised 07/31/24, and received by the Planning and Zoning Department 08/01/24. Any revisions to the site plan, Statement of Use, or other details submitted as part of the Application, including but not limited to the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, or changes to how the use operates, shall be submitted to the Department of Planning and Zoning (the Department) and shall be subject to its review and approval.
- 3) **Redevelopment Overlay Area.** The reduced front building setback to North Alternate A1A of 30 feet is only applicable to the proposed restaurant/office building. Any future development of the subject property must meet the existing Land Development Regulations.
- 4) **Site Plan.**
- a) Prior to the issuance of the first building permit, the Agent shall provide a draft pedestrian access easement to the Town. The draft easement shall be subject to the review and approval of the Town Engineer. The easement shall be for the benefit of the public and shall provide for pedestrian access to the portions of the

sidewalk along North Alternate A1A that are outside of this right-of-way, and for the portion of sidewalk outside of the right-of-way that is adjacent to the entrance drive on Old Jupiter Beach Road. The public sidewalk easements shall be shown on the replat submitted to the Town and recorded in Palm Brach County.

b) Upon the approval of the site plan, and prior to the Town's issuance of an Engineering Permit for the subject property, the Owner shall obtain Florida Department of Transportation's (FDOT's) determination regarding any requirements related to the Owner's proposed relocation of the FDOT's sidewalk outside of the right of way limits and establishing green areas within the FDOT's right of way, such as a requirement for dedication of a Public Sidewalk Easement, execution of a Perpetual Maintenance Easement, or similar. Any such FDOT requirements shall be established in accordance with FDOT's required time frames, and at a minimum shall be fully established prior to any temporary certificate of occupancy or final certificate of occupancy for the project.

c) Upon the approval of the site plan and prior to the Town's issuance of an Engineering Permit, the Owner shall dedicate an easement to the Town to provide a corner clip for the 30'x30' sight triangle at the intersection of Old Jupiter Beach Road and North Alternate A1A as shown on the site plan.

d) Prior to the issuance of any development permits, the Owner shall dedicate a public drainage easement along the east property line from Old Jupiter Beach Road right of way to the outfall located at the marina seawall.

e) Upon the submission of the final plans and prior to the issuance of any development permits, the Agent shall modify the site plan to:

- 1) Show the location of “No Alcohol Beyond This Point” signs to contain the outdoor seating and bar service area to 1,210 square feet, and provide a sign detail.
- 2) Redesign the landscaping near the sidewalk along the southern 70-foot length of North Alternate A1A to increase the amount of planting between the sidewalk and edge of curb of North Alternate A1A, which is currently labeled “sod”.
- 3) Revise the site data reflected on the site plan to reflect the front building setback of 30 feet and the raised porch setback of 20.5 feet is for the restaurant/office building only.
- 4) Provide environmental awareness and historic interpretive signs on the property, visible to patrons of the restaurant and marina.

5) ***Restaurant use and Outdoor seating.***

- a) If the Owner elects to obtain a liquor license for beer, wine and liquor consumption on premises for the restaurant/office building, it shall only be permitted to obtain a Special Food Service (SFS) license.
- b) Seating of patrons of the restaurant at tables outdoors is prohibited beginning at 9 PM daily. The entire outdoor seating area shall be closed by 10 PM daily. All doors and windows of the restaurant that have been opened shall be closed by 10 PM daily.
- c) Outdoor alcohol sales shall be limited to the 1,210 square feet area as shown on the site plan and floor plan details, as the outdoor seating area and bar.
- d) No live entertainment outdoors shall be permitted.

6) **Parking.** Should the Owner seek to provide valet parking in the future, it shall submit an application to amend the site plan and include a proposed valet parking plan which shall be subject to the review and approval of the Department.

7) **Marina.**

a) Upon the submission of the final plans and prior to the issuance of any development permits, the Agent shall:

1) Revise the site plan to add a note that vessels docked at the marina shall be limited to no more than 40 feet in length overall (LOA).

2) Submit copies of all permits received from the United States Army Corp of Engineers (ACOE), Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) to the Department. This specifically includes, but is not limited to, any and all permits, documents and authorization letters relating to docks, seawalls, riprap, dredging and fueling (by fuel trucks and/or boats).

3) Submit a list of "Clean Marina Action Plan" criteria the Owner proposes to implement, which shall be subject to the Department's review and approval. Once approved the Owner shall implement the list of "Clean Marina Action Plan" criteria.

b) The 12 boat slips approved for the private marina shall be limited to 12 vessels.

c) The 12 boat slips shall be designed such that they are limited to vessels of no more than 40 feet in length overall.

d) Any request to increase the slips to accommodate vessels of more than 40 feet requires an amendment to this development order and shall be subject to the review of the Planning and Zoning Commission and approval by Town Council.

- e) Commercially operated vessels, including charter boats, vessels with a boat club, or otherwise are prohibited.
- f) Liveaboard vessels are prohibited.
- g) The leasing of slips to non-individuals, companies, or clubs is prohibited.
- h) The subleasing of slips is prohibited.
- i) The owners of vessels that are “for sale” are permitted to limited signage; however, “for sale” signs must include contact information, and shall not be more than four square feet.
- j) The Owner shall install “No Wake” signs in the marina.
- k) To ensure marina slips are not used as transient slips for restaurant patrons, the Owner shall install a decorative gate with a locking system prohibiting access to the private marina slips.

8) ***Environmental***

- a) Prior to the issuance of any development permits, the Agent shall submit to the Department a draft Marine Stewardship Plan. The draft Marine Stewardship Plan shall be subject to the review and approval of the Department. The Marine Stewardship Plan shall describe how the Owner will maintain the existing and proposed mangroves, describe the plan for the permitting and construction of the artificial reef modules, and the installation and maintenance of educational signage related to environmental stewardship. The Final Marine Stewardship Plan shall be approved by the Department prior to the issuance of a development permit.
- b) Prior to the issuance of any building permits for the restaurant/office building, the Owner shall install mangroves for the living shoreline on 100% of the 5-foot-wide rip rap section of the 10-foot-wide transitional buffer as shown on the site plan.

The Owner shall be responsible for ensuring that all mangroves that have been planted survive and are maintained on the subject property. Subject to the receipt of a permit from the Department of Environmental Protection (DEP), the mangroves planted on the subject property may be maintained at a height such that they do not impede views from the restaurant's outdoor seating areas. The site plan shall indicate the "hedge height" to be maintained in accordance with a DEP permit. Provided, however that all mangroves that are planted shall be maintained at a minimum height of 3 feet above the top of the seawall height for approximately 173 linear feet in front of the restaurant's outdoor seating area. Mangroves which are planted along the subject property's eastern property line and a portion of the western edge of the marina for approximately 152 linear feet shall be subject to trimming, but not so as to limit their height.

- c) The Owner shall provide an easement indicating a transitional upland buffer between the retaining wall and the limits of the transitional upland buffer. Prior to the issuance of any development permits, the Agent shall submit to the Department a draft transitional upland buffer easement. The transitional upland buffer easement shall be submitted to the Department and shall be subject to its review and approval. Following the Department's approval of the transitional upland buffer easement, the Owner shall record it in the records of Palm Beach County. Prior to the issuance of any Certificate of Occupancy or Completion, the Owner shall provide the Department with a copy of the recorded easement.

9) **Historic Preservation**

- a) The Owner shall provide to the Department any artifacts that have been uncovered during the construction of the docks. Prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall display information of

any recovered reproductions or pictures of the artifacts on the subject property
for public view.

b) Historic signage subject to the review and approval of the Historic Resources
Board:

1) Prior to the issuance of the first building permit, the Owner shall submit
the proposed historic interpretive signs which shall be located along the
waterfront. The proposed interpretive signs shall be subject to the review
and approval of the Historic Resources Board.

2) Prior to the issuance of the first building permit, the Owner shall submit a
proposed easement providing for public access to the Florida Historic
Marker along North Alternate A1A. The easement shall be subject to the
review and approval of the Town Engineer.

3) Following the approval by the Town Engineer, and prior to the issuance of
a Certificate of Occupancy or Completion, the Owner shall record the
easement for the Florida Historic Marker.

4) The Owner shall maintain the interpretive sign in perpetuity.

5) The Owner shall show the view corridors on the site plan and shall
maintain the public view corridor from the Florida Historic Marker at N.
Alternate A1A into the FEC Canal.

6) Prior to the issuance of the first building permit, the Owner shall provide
an estimate of the cost to manufacture and install a Florida Historic
Marker. The Owner shall deposit the cost to manufacture and install the
Florida Historic Marker approved by the Department into a town escrow
account.

10) **Landscaping.** Upon the submission of the final plans and prior to the issuance of any development permits, the Agent shall:

a) Revise the landscape plans to include a note that the large amounts of sod within the "Future Development" area; ground and sod cover adjacent to the subject property; and all landscaping within the abutting rights-of-way shall be irrigated, sodded, and maintained in accordance with the approved landscape plan.

b) Submit to the Department \$18,280 for the North Alternate A1A landscape median fee.

c) Prepare and submit a proposed right-of-way maintenance agreement (ROW maintenance agreement) with the Town that provides for the perpetual maintenance of the landscaping, historical marker, cap rock seating, sod and irrigation that are installed within public rights-of-way and pedestrian access easement areas. The ROW maintenance agreement shall be based on Town's standard agreement for right-of-way maintenance. Once approved by the Department, and prior to the issuance of a Certificate of Occupancy or Completion, the Owner shall submit a copy of the recorded ROW maintenance agreement to the Department. Should the FDOT require the Town to maintain the area of the relocated sidewalk along North Alternate A1A, the ROW maintenance agreement shall be revised to require the Owner to be responsible for the perpetual maintenance of the North Alternate A1A sidewalk.

d) Prior to beginning of any construction for the restaurant/office building, the Owner shall install the 6-foot-high wall, along the east side of the subject property.

11) **Water.** The Owner shall submit an executed amendment to water service agreement for the subject property and pay the connection fees within 60 days of the effective date of this resolution.

12) **Signage.**

- a) The freestanding sign shall be limited in height to 7 feet and shall be architecturally compatible with the approved building.
- b) Prior to the issuance of any development permits, the Owner shall submit to the Department a proposed Signage Plan. The Signage Plan shall be subject to the Department's review and approval.
- c) Lighted signs facing the north or east property line (toward residential property) are prohibited.
- d) The subject property is only permitted two wall signs, as shown on the proposed elevations.
- e) Prior to the Certificate of Occupancy, the Owner shall install: all interpretive environmental and historic signage; the Florida Historic Marker pertaining to the historic FEC railroad and FEC canal; and any signs necessitated by implementation of marine stewardship programs. The Owner shall maintain the interpretive signs in perpetuity.
- f) Prior to the issuance of the first building permit, the Owner shall provide to the Department the proposed text of the environmental interpretive signage along the waterfront. The text of the signage shall be subject to the Department's review and approval.

13) **Miscellaneous.**

- a) Vending machines or units which dispense food, beverages, candy, merchandise, products, goods, handbills, or advertising magazines outside the confines of the principal structure on the exterior portions of the subject property within public view, are prohibited.

b) **Unity of Title.** Prior to issuance of a development permit, the Owner shall provide the Department with a proposed Unity of Title. The Unity of Title shall be subject to the review and approval of the Town Engineer.

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

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

Attachments: Exhibit "A" – Legal Description

#5725828 v1 26503-00001

**Town of Jupiter Staff Report for Flagler Wharf
Special Exception and Site Plan Applications
TOWN MANAGER'S OFFICE**



DATE: September 18, 2024

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **Flagler Wharf** – Special Exception and site plan application for a 12-slip private marina, and a site plan application for a restaurant with an accessory outdoor seating area, and professional office, on 2.95 ± acre property, located at the northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road.

Resolution #13-24
PZ 23-5496 and 5497
M. Schneider

PZ Commission: 07/9/24 (Postponed)
08/13/24
Town Council: 09/18/24 (quasi-judicial)

Project Information

Project Name:	Flagler Wharf
Owner/Applicant:	Flagler Wharf Real Estate, LLC (Bjarne Borg, Manager) (Attachment A)
Agent:	Troy Holloway, Gentile Holloway O'Mahoney and Associates, Inc.
Location:	401 N. Alternate A1A; northeast corner of the intersection of North Alternate A1A and Old Jupiter Beach Road, approximately 1,300 feet north of Indiantown Road
Acreage:	2.95 ± acres
Future Land use designation:	Commercial
Zoning:	Center Street/North Alternate A1A Redevelopment Overlay Area (ROA) with underlying C-2, General Commercial
Existing uses:	Vacant with abandoned marina
Proposed uses:	
Marina/Private Docks	12 mooring spaces
Restaurant (total gross floor area)	4,586 square feet (SF)
Restaurant	3,376 SF
Outdoor Seating	1,210 SF
Professional Office	<u>2,758 SF</u>
Total	7,344 SF
Request:	Special Exception and Site Plan application for a 12-slip private marina and Site Plan application for a two-story building with 3,376 square-foot restaurant on first floor with an accessory 1,210 square feet of outdoor seating, and 2,758 square feet of professional office on the second floor.

Applicant Issues

The applicant has issue with new Condition # 7.g prohibiting marina slip rental to “non-individuals, companies, or clubs”, as recommended by the Planning and Zoning Commission and reviewed for legal sufficiency by the Town Attorney. The applicant is concerned that vessels owned by individuals or a small group of individuals under a limited liability corporation (LLC) would be prohibited. The applicant has provided alternate condition language as follows: “No slips shall be leased to company owned vessels that are available for use by its employees or customers” (see Attachment G for applicant’s email requesting revised condition).

Planning and Zoning Commission Recommendation (8/13/2024)

At the August 13, 2024 Planning and Zoning Commission (PZC) meeting, the Commission voted unanimously to recommend approval of the applications, by a 6-0 vote, with staff’s recommended conditions and the following amendments:

- 1) Revise the maximum vessel size at the private marina from a maximum of 35 feet to 40 feet in length overall (LOA).
- 2) Require the owner to install “No Wake” signs in the marina.
- 3) No liveaboards at the marina.
- 4) Require the owner to install a decorative locked gate system for the marina.
- 5) No slip rental to non-individuals, companies, or clubs, and no subleasing of slips.
- 6) Restrict the restaurant’s liquor license to a 4COP SFS (Beer, wine and liquor consumption on premises, special food service).

One PZC Commissioner raised a concern about potential noise from live entertainment, especially if the property was sold in the future. The applicant’s response was that no live entertainment was planned.

Staff Comment: Staff incorporated the recommendations made by the Planning and Zoning Commission (PZC) into Resolution No. 13-24. Staff also included a new condition in the resolution based on a comment made by one Planning and Zoning Commissioner regarding potential noise from live entertainment to prohibit no live entertainment outdoors as Condition (5)(d). Staff added outdoors to the condition since that is typical with other applications and addresses potential nuisance issues.

At the August 13th PZC meeting, several individuals gave public comment in support and in opposition of the application. Six emails and letters were received prior to the meeting (Attachment H).

Intervener Request - Matt Sipowski has filed a request for party intervener status, consistent with Section 2-2 of the Town Code. As an intervener, Mr. Sipowski will be given the opportunity to present evidence, bring forth witnesses and ask questions of or cross-examine any other party or witnesses within the same timeframes allowed for the applicant and staff.

Applicant Issues at the July 9th PZ Commission Meeting

The applicant has issue with condition 7 (a)(i) related to maximum boat length. The applicant desires more than a maximum 35’ boat length overall, as recommended by staff.

Staff Update

To address the issues discussed at the July 9th Planning and Zoning Commission (PZC) meeting, the applicant submitted revised plans. The following items were addressed:

- 1) To address the Redevelopment Overlay Areas requirement, the applicant addressed the following:
 - a. Provided a real entry feature, access, and raised porch instead of a faux door with ground level porch facing N. Alternate A1A;
 - b. The outdoor seating was relocated to the north side of the building to engage the waterfront, and reduced the amount of outdoor seating on the south side across from the drive aisle and parking spaces.
- 2) The covered delivery area was reduced in size, included in the restaurant square footage, and is fully parked.
- 3) Historic marker easement and amenities were added along N. Alternate A1A and landscaping was revised to provide views from the marker to the historic FEC Canal.
- 4) Staff updated the recommended conditions to address:
 - a. The maximum boat length from 32' as measured at the waterline to 35' in length overall (LOA) (see Site plan analysis- Marina and Environmental Protection below);
 - b. To ensure views are maintained from N. Alternate A1A to the historic FEC Canal.

Staff revised the recommended conditions in Exhibit A, provided additional analyses where warranted in the Analysis section, and updated the Project Data section as necessary to reflect the applicant's updated proposal.

Planning and Zoning Commission Recommendation (7/9/2024)

At the July 9, 2024 Planning and Zoning Commission (PZC) meeting, the Commission voted unanimously to postpone the applications to the August meeting to give the applicant time to address:

- 1) Development does not engage with uses and building is not designed to front N. Alternate A1A as required by ROA guidelines;
- 2) Delivery storage area should be parked; and
- 3) Determine whether maximum boat length for the marina should be 35 or 32 feet.

Planning and Zoning Commission Recommendation (11/14/2023)

At the November 14, 2023 Planning and Zoning Commission meeting, the board voted unanimously to recommend denial of the special exception and site plan applications. Justification for the recommendation were the inconsistencies with the Comprehensive Plan and Land Development Regulations specifically the following:

- 1) Incompatibility of the massing and height of the 5-story building to surrounding properties and area;
- 2) Concerns and lack of mitigation for traffic, associated with the proposal, for delays that occur at Old Jupiter Beach Road and Alt. A1A, and Eganfuskee and Alt A1A; and
- 3) Environmental concerns on the marine environment by the proposed marina.

Staff comment: To address the concerns, the applicant resubmitted plans, which removed the five-story office/retail building with an under-building garage and redesigned the site plan to address many of the comments and concerns. The former location of the previously proposed office/retail building is now an area for "future development".

Staff Compliance Review Summary

The Department of Planning and Zoning (the Department) analyzed the most recent applications, as described in the statement of use (See Attachment B). The applications **are generally consistent** with the Comprehensive Plan. To ensure consistency with the intent of the policies of the Comprehensive Plan, staff has recommended conditions as it relates to the requirements for a living shoreline in Coastal Management Element.

The application is **compliant** with the Town’s Land Development Regulations, specifically the Center Street/North Alternate A1A Redevelopment Overlay Area (ROA). The applicant is requesting reduced setbacks which can be granted by Town Council if the general planning principals are met per Section 27-1759. The regulations require buildings to provide uses that front the street (see full analysis in “Center Street/North Alternate A1A ROA” section below). The applicant revised the plans to address the ROA criteria and other issues. Staff is satisfied that the revised proposal is compliant. However, it remains the Town Council’s determination as to whether the proposal meets the intent and regulations of the ROA (see full analysis in the “Center Street/North Alternate A1A Redevelopment Overlay Area (ROA)” section below).

The application **is contingent upon** Town Council acceptance of N. Alternate A1A as the property frontage versus Old Jupiter Beach Road (see full analysis in the “Request to reconsider the front property line” section below).

In order to address the inconsistencies and maintain compliance, staff has recommended **conditions** in Exhibit 1.

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	Commercial (Edgewater Plaza) Commercial (Octopus Marine) vacant commercial lot, and single-family home	Commercial/ General Commercial (C-2), Redevelopment Overlay Area Center Street/N. Alternate A1A
South	Commercial (Enterprise Rent- A-Car) and vacant building (24 Old Jupiter Beach Road)	Commercial/ General Commercial (C-2)
East	Vacant	Residential Medium Density/ Residential Single Family (R1)
West	N. Alternate A1A/Industrial Development/FEC Railroad (RR)	Industrial/Light Industrial (I-1) across from N. Alternate A1A and the FEC RR ROW

Table 2: Site Plan

	Commercial, General (C2) requirements [27-566]	Owner's Previous Proposal	Owner's proposal
Minimum site area	15,000 SF	2.95 Acres (128,415 SF) ¹	2.95 Acres (128,415 SF) ¹
Minimum width	75 feet	328.6 feet	328.6 feet
Minimum site depth	150 feet	291.6 feet ²	291.6 feet ²
Maximum building height	50 feet (60 feet if parking below)	58 feet (with parking below) 60 feet (including parapet wall) 68 feet (maximum height for the elevator towers)	34'-2" 42'1.5" (Maximum height for the elevator towers)
Maximum lot coverage	35%	25.4%	7.1% (7,462 SF)
Minimum green space of Developed Site (Separating the Future Development Area)	30%	30.7%	31.7% (33,383 SF) Removing the 23,277 SF future development area from the calculation of site area and green space. ³

¹ Represents the total site area (including proposed upland and proposed submerged lands). The proposed upland will be reduced by the proposed creation of new marina surface water. The proposed upland area is 2.42 Acres (105,303 SF) and will be utilized for greenspace, setbacks and lot coverage calculations.

² Dependent upon Town Council approval of North Alternate A1A as the front property line.

³ The minimum green space of entire site, including the future development area is 52.7% (56,660 SF).

Table 3: Setbacks

	C-2 zoning district requirements in Center Street/N. Alt. A1A ROA	Applicant's proposal
Front setback – West (Alt. A1A) ¹	50 feet; 20 feet ²	30.4 feet to the nearest wall of the building and 20.5 feet to the raised porch
Side corner setback – South (OJBR ³)	35 feet; 20 feet ²	298.7 feet
Side interior setback – North	10 feet	15'10" from water
Rear setback – East	30 feet	132.6 feet

¹ Subject to Town Council acceptance of the applicant's request that N. Alternate A1A be considered the front.

² Minimum reduced setbacks consistent with implementing the general planning principles of the Center Street/N. Alternate A1A Redevelopment Overlay Area contained in the analysis section.

³ Old Jupiter Beach Road

Table 4: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	61 Trees (1/25 LF)	78 Trees
Foundation Perimeter Planting (Linear Feet)	3 Shade trees or equivalent (1/250 LF)	5 Trees (6 Palms, 10 Accent Trees)
Foundation Planting (square feet)	466.5 SF	1,357 SF
Native trees	82 Trees (50%)	116 (70.3%)
Native shrubs and Groundcovers	2,041.5 SF (50%) 2,124 SF (50%)	2,441 SF (59.7%) 2,557 SF (60.1%)
Transitional Upland Buffer/Living Shoreline	10 feet wide at least 50% of the shoreline/ Living shoreline at least 50% of the bulkhead	Upland buffer and living shoreline not provided ¹
Required Landscape Trees	12	30 trees
Total Trees	103 ¹	150 trees (included 42 extra trees including relocated trees) ²

¹ Staff has recommended a condition of approval in order to meet the minimum requirements.

² An additional 27 trees are required to meet Code Compliance case #20-0000667, which are included in the additional trees provided on site.

Table 5: Parking

	Square Feet (SF)	Minimum requirements	Owner's proposal
Restaurant (1/85 square feet)	3,376 SF	40 spaces	40 spaces
Outdoor Seating (1/85 square feet)	1,210 SF	14 spaces	14 spaces
Professional Office (1/250 square feet)	2,758 SF	11 spaces	11 spaces
Private Marina (1/slip) ¹	12 Slips	12 spaces	12 spaces
Spaces provided above code requirements			7 spaces
Total Spaces		77 spaces	84 spaces

¹ Staff recommends a condition of approval to limit vessel size. If larger vessels are requested, additional parking will be required to address increased demand (see analysis, Marina and environmental protection section).

Table 6: ADA Accessible Parking

Minimum requirement	Provided
4 ADA spaces	4 ADA spaces

Table 7: Vegetation and Environmental Preservation

	Minimum requirements	Owner's proposal
Upland preservation	None	None
Tree protection requirements	At least 50 percent specimen trees preserved on-site per ROA requirements	3 of the 8 previous specimen trees preserved on-site. ¹
Gopher Tortoise(s) located onsite	Relocate per Fish and Wildlife requirements, if present	To be verified at time of application for a Vegetation Removal Permit
Existing Exotic Vegetation	Must be removed	To be removed

¹ An additional 27 trees are required to meet Code Compliance Case #20-0000667, which are required because specimen trees were not adequately protected as required and damaged by the owner, then removed without a permit.

Table 8: Stormwater Management

Drainage Statement	Applicant's proposal
Satisfies Town of Jupiter Requirements	Yes

Table 9: Architectural Details

	Owner's proposal
Restaurant Building	
Primary base wall color and Fiber Cement Siding	Timid White #OC-39 Benjamin Moore (White)
Aluminum Door and Window Frames	Dark Bronze
Stucco raised bands, trims, support columns and piers	Chantilly Lace #OC-65 Benjamin Moore (White)
Standing seam metal roof	Sterling Silver Garland
Covered outdoor seating area	
Aluminum Louvered Gates	Dark Bronze
Aluminum Railings, guardrails and Brackets	Dark Bronze
Trellis, exposed beams and rafters	Chantilly Lace #OC-65 Benjamin Moore (White)

Table 10: Signage

	Maximum requirements	Owner's proposal
Freestanding Signage	One	One
Sign area	100 SF	62 SF
Sign height	15 feet	10 feet ¹
Sign setback	10 feet	10 feet

¹ Staff recommends a condition of approval stating that the freestanding sign shall have a maximum height of 7 feet and shall be architecturally compatible with the building.

Table 11: Pedestrian Amenities

	Maximum requirements	Owner's proposal
Bicycle racks	1 (5 bikes)	1 (8 bikes)
Bench	1	3
Trash Receptacle	1	1

Table 12: Living Shoreline Data

	Owner's Previous Proposal	Owner's proposal
Length of Proposed Bulkhead	0	347 Linear Feet (LF)
Length planted at Bulkhead	0	325 LF
Linear Feet of Mangrove Tree Height Planting	0	152 LF (47%) ¹
Linear Feet of Mangrove Hedge Height Planting	0	173 LF (53%) ¹

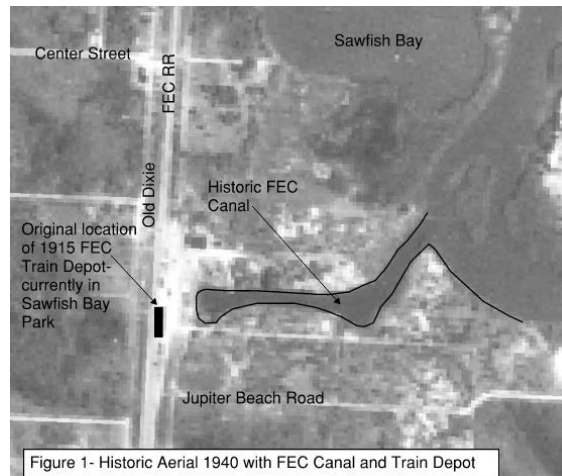
¹ Percentage of Plantable length. Comprehensive plan requires a total of 50% planted with upland transitional buffer. The proposal provides a nearly completely planted transitional buffer (94%), except accessways to docks. Note: There are existing, tree height mangroves growing in the northwest corner of the property that are not included with the linear total and will continue to be maintained on site.

Background and History

The subject property is a 2.95-acre commercially designated property comprised of vacant parcels owned by Flagler Wharf Real Estate, LLC. As recent as 2018, the property was owned by Bell's/ OJB Park LLC (also known as Bells Mobile Home Park). In May 2018, the property owner sent a Notice of Change of Land Use, pursuant to Florida Statute 723.061(1)d), to each mobile homeowner, which began the six-month proceeding to vacate the mobile home park tenants from the site. As part of this process, owners were entitled to compensation from the Florida Mobile Home Relocation Trust Fund.

In 2019, an application (PZ 19-3968, 3969 and 3970) was filed requesting approval of a Small Scale Planned Unit Development (SSPUD), Special Exception for an 85-bed Assisted Living Facility (ALF) and marina and site plan within a PUD. That application was withdrawn along with a concurrent request to amend the zoning regulations to allow a greater Floor Area Ratio (FAR) for the ALF use. During this time, 27 existing specimen trees were damaged during ground excavation and removed without a permit. Code Compliance case #20-0000667 and stipulation agreement required an additional 27 trees to meet future tree mitigation requirements.

The subject property and abutting canal have historic value relative to the Flagler Railway. Built in 1915, the Town of Jupiter's second train depot of the Florida East Coast (FEC) Railway was located just west of the subject property within the current N. Alternate A1A right of way (Figure 1). The historic train depot is now situated one half mile north in Sawfish Bay Park. The original location of the second train depot was built in conjunction with the existing FEC canal located on the subject property. An old railroad spur track leading to a wharf turning basin was also on the subject property. The historic presence of the FEC train depot is important to the character of the property and the Center Street/N. Alt. A1A Redevelopment Overlay Area (ROA), as further identified in the Town Council's Strategic Plan as "Areas of Local Importance". The location of the Jupiter FEC Railway Station and Canal is also shown on the 1916 Plat, overlaid on the 1940 aerial to give further historic context of the subject property (Attachment C).



The subject property is located in the Center Street/N. Alternate A1A ROA, and was identified by Town Council as the first of the ROAs to be studied and updated as part of the "Areas of Local Importance" Strategic Initiative, during a roundtable discussion on April 4, 2023. The study and related zoning text amendment to the ROA will include development guidelines designed to protect and enhance its unique character including but not be limited to having historic significance. The existing ROA regulations refer to the historical commercial character of the area. Based on Town Council input, staff will be processing an update to the existing Center Street/N. Alternate A1A ROA in the fourth Quarter of 2024. One of the main changes to the Center Street/N. Alternate A1A ROA will be to require adherence to the regulations versus having voluntary regulations as an incentive.

Analysis

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

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is generally in conformance with the Commercial land use designation of the Future Land Use element of the CLUP and the Coastal Management Element, specifically, Policies 1.5.5 and 1.5.6. In order to ensure the intent of the policies of the Coastal Management Element are satisfied associated with the living shoreline and transitional upland buffer requirements along the canal, staff has recommended conditions in Exhibit 1 (see full analysis in the Marina and Environmental Protection section on the following pages).

Center Street/North Alternate A1A Redevelopment Overlay Area (ROA). The subject property is zoned C-2 General Commercial and is located within the Center Street/North Alternate A1A Redevelopment Overlay Area (ROA), which provides planning principles and special land development regulations, which if met can provide incentives for infill and redevelopment. The below analysis provides an overview of how the proposal meets the ROA:

General Planning Principles. The applicant is requesting to use incentives available in the Center Street/North Alternate A1A ROA (See Attachment “D”, Section 27-1759 and 1760) to reduce the front setback of the two-story building from 50 feet to 30.4 feet for the restaurant/office building that fronts the street, with the raised porch setback at 20.5 feet. Pursuant to Section 27-2307, the raised porch, which is 10 feet wide, may encroach into the required setback a maximum of 35% (or 10.5 feet) and therefore may be permitted to encroach into the 30.4-foot building setback. Because the applicant is requesting to utilize the incentives of the ROA, they are required to meet the general planning principles. The applicant addresses how the proposal meets these planning principals in the attached Statement of Use (pp. 7-13).

Staff Comment: It is staff’s opinion that with the revisions submitted after the July 9th PZC meeting, the request **does** meet the general planning principles of the overlay area. The applicant initially proposed a building that lacked engagement with N. Alternate A1A, and the covered delivery/storage area fronted on N. Alternate A1A and did not engage the street. After the PZC postponed the item at their July 9th, staff and the applicant met to review the outstanding issues. The applicant submitted revised plans that provided real doors, windows and sidelights facing N. Alternate A1A (see Figure 2); reduced the size of the covered delivery area; rearranged the outdoor seating to better engage the waterfront; and provided a historic marker easement area with caprock seating and a view corridor to the waterfront.

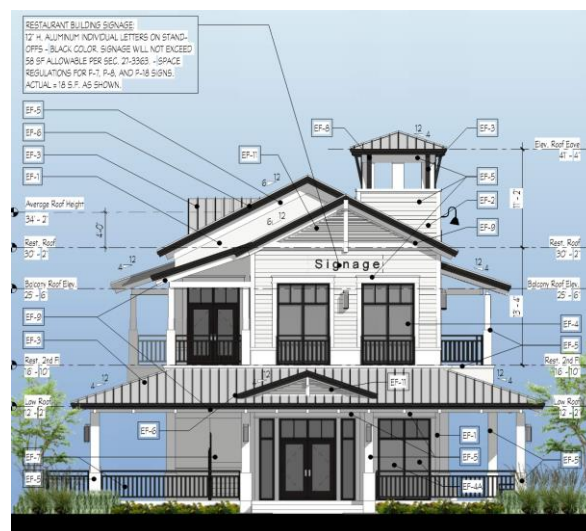


Figure 2: Building Elevation – West (Facing N. Alternate A1A)

The applicant is requesting the Town Council consider N. Alternate A1A as the front property line, instead of Old Jupiter Beach Road. It is important to distinguish that based on the intent of

the Center Street/Alternate A1A ROA, N. Alternate A1A is the street the building front, regardless of the front setback determinations.

Orienting the front setback to N. Alternate A1A is reasonable, since this is the “A” street or primary street, and the request to reduce the front setback will result in the building moving further away from the abutting residential lot to the east. In order to qualify for the ROA incentives, such as the reduced front setback, the development shall be consistent with and implement the general planning principles as discussed in the analysis above. If Town Council finds that the restaurant/office building meets the intent of the ROA and grants a reduced setback, staff recommends a condition that **the applicant revise the site data to reflect the front building setback of 30.4 feet and 20.5 feet for the raised porch is for the restaurant/office building only.** Currently, the site data references 20.5 feet as the front setback in the site data, which is how far the raised porch is from the property line and does not represent the setback to the building. The recommended condition will require a revision to the site plan and establish the correct setback for the building. It will also prevent the reduced setback from being applied to the future development area, any development of which will require a separate review and approval by Town Council.

The proposed site plan is reliant on a determination by Town Council that the ROA criteria have been met. Depending on the Town Council’s determination as to whether the applicant meets the general planning principles of the ROA, specific changes to the architecture and/or site plan may be necessary.

Request to reconsider the front property line. The applicant is requesting an interpretation that the front of the property be N. Alternate A1A instead of Old Jupiter Beach Road (OJBR) and provided their justification (see Attachment B, page 3). Per the Section 27-1, the “Front, lot” means “the narrowest width of a lot adjacent to a street”; and the “Lot, frontage” means “the shortest property line adjacent to a street; also the front property line. When designating the shortest property line on a street as the front creates inconsistencies with the orientation of buildings and structures or traffic volumes on a street, the director of planning and zoning or his designee may designate another frontage”. Staff notes designating N. Alternate A1A as the front is consistent with other properties to the north and south of the subject property, and establishes consistency with the planning principle of the Redevelopment Overlay Area.

The Director is deferring this decision to Town Council because this is a large-scale site plan and similar decisions have been deferred in this manner. If the interpretation of N. Alternate A1A being the front is not granted by Town Council, it would make the north side of the property along the FEC canal the rear property line; the N. Alternate A1A property line to the west would be considered the side corner; and the east property line abutting a residential property would be the interior side property line. In this case, the 30-foot rear setback line would be measured from the mean high-water line to the proposed building. Also, N. Alternate A1A would be the side corner, and would need to meet a 35-foot setback.

The proposed application would not meet the rear or side corner setbacks in this case. The applicant has requested to use N. Alternate A1A as the street frontage rather than OJBR. Their justification is that N. Alternate A1A is utilized in the current property address, and that the uses will be orientated to N. Alternate A1A, which would be in furtherance of the planning principles of the ROA, and that the front being N. Alternate A1A will provide the maximum setback protection to the residential properties to the east. In the Public Outreach section of the statement of use, the applicant also states that the residents did not want the project to be oriented toward OJBR. If Town Council grants the request for N. Alternate A1A to be the front, the 30-foot rear setback requirement to the residential property to the east would be met.

Future Development area. Should the Town Council approve the setback reduction along N. Alternate A1A, the approval should only be for the proposed restaurant building and not for the future development site or property as a whole. The building massing and height of the future development may have a greater impact to both street frontages (N. Alternate A1A And Old Jupiter Beach Road), and would require a separate site plan application review for the future development area. The potential uses for the future development of the C-2 property are outlined in Section 27-564, entitled “Use Regulations” (See Attachment “E”).

Staff recommends a condition to ensure that **the reduced front setback of 30.4 feet is limited to the restaurant/office building and that any future development shall meet existing Land Development Regulations.**

Architecture. The proposed development is in conformance with the Architectural and Community Appearance Standards, specifically Section 27-2013, which requires design, relief features and decorative treatments complementing the retail frontage of the restaurant and ground floor of professional offices. The proposed building is a Coastal Architectural style, and has pedestrian elements along the waterfront and other three elevations. The N. Alternate A1A elevation has been modified from predominantly faux windows and faux doors on the ground floor abutting the covered restaurant delivery area, to real architectural elements on a raised porch area that abuts the restaurant space and outdoor seating area along the historic FEC canal. The delivery area has been reduced in size and the restrooms have been moved to the southwest corner of the restaurant. The revised architecture and use areas engage N. Alternate A1A.

Historical Significance. To be consistent with the ROA and the historic commercial character of the site, the applicant has proposed an interpretive historical sign with details located along N. Alternate A1A (see Attachment B, pages 3 and 4 Statement of Use). The applicant states the proposed interpretive historical sign will reflect the impact Henry Flagler had on the site. Due the historic significance of the site, staff is recommending that a Florida Historic Marker processed and approved by the state and reviewed by the Historic Resources Board be provided along N. Alternate A1A and an interpretive historical sign be located interior to the property for restaurant patrons to view. An interpretive historic sign will provide pictures and more detail of the site than the state historic marker along N. Alternate A1A. In order to provide conformity with the intent and purpose of the historic character required by the ROA, staff is recommending the following conditions:

- **Submit a draft of the historic interpretive signage for review and approval by the Historic Resources Board using best efforts to research the history of the site and obtaining permissions for any pictures used.**
- **Submit a draft easement for public access to the Florida Historic Marker location along the right of way (N. Alternate A1A) for the review and approval of the Town Engineer.**
- **Provide monies for the estimated cost to manufacture and install the Florida Historic Marker.**
- **The owner shall maintain the interpretive sign in perpetuity.**
- **The owner shall maintain views from the Florida Historic Marker at N. Alternate A1A into the FEC Canal.**
- **Modify the site plan to provide a historic interpretive sign on the property, visible to patrons of the restaurant and marina.**

This area, where the historic Florida East Coast railroad wharf and canal existed, was a historic working waterfront and is an integral part of the Town of Jupiter’s history and development. It is important for new development to respect and pay homage to the history of place, allowing for a more authentic experience. If during the construction of the marina and subsequent dredging artifacts are discovered, a condition is recommended that the applicant **provide the Town any**

artifacts that have been uncovered by dock construction, and ensure these items, reproductions, pictures, etc. are publicly displayed on the subject property.

Site Plan. The proposed site plan will be in conformance with the requirements of Chapter 27, entitled “Zoning” with the staff recommended conditions of approval.

Marina and Environmental Protection. The property is now vacant, with existing mooring slips associated with the prior use now abandoned and in disrepair. The previous use included 14 small perpendicular slips at 250 linear feet and an 18-foot average length of slips. The applicant proposes to increase the width of the canal fronting the subject property by excavating approximately 6,500 square feet of the upland to accommodate larger boats. The proposed mooring space width is 17.35’ and the length of slip before entering the existing 60’ canal right of way is 47.1’. Due to increasing the size of the slips from 18’ to 30.5’ or greater, and increasing the marina basin significantly, pursuant to Section 27-177(1) and 1b, staff is concerned that without conditions to restrict the size and type of vessels, the proposed marina will not be in conformity with the residential nature of the canal.

The proposed marina will be in conformance with criteria in Section 27-96 and 27-1759 of the Zoning Code related to the protection of the existing mangrove wetland and upland habitat and Coastal Management Policies 1.5.5. and 1.5.6., with the recommended conditions of approval. The applicant states in their Statement of Use that the marina will not function as a commercial marina and the slips will be for private use only and no slips reserved for restaurant use (see Attachment B).

- **Dock Slips.** The applicant proposes to increase the historic FEC canal width by an additional 16.5 feet of waterway width to accommodate 12 larger boat slips at the end of a residential canal and increase the boat turning basin. The proposed dock length is 30.6 feet in length. With the waterfront restaurant use and the residential boat traffic along the majority of the 60 feet canal, staff finds that the mooring of any commercial vessel is inappropriate for the marina and surrounding residential area. This restriction includes commercial fishing vessels, ferries, barges and service boats, and also restricts businesses that rent boats or other watercraft. Therefore, a condition is recommended **to restrict commercial vessels or any boat or watercraft rental business. A standard limitation on advertising vessels for sale and for sale signage size is also part of the recommended condition.**
- **Maximum length of vessels.** Because marina use restrictions and requirements are established on a case-by-case basis as part of the special exception review and approval process, staff finds that restrictions are needed to maintain the residential character of the canal. Staff finds that unless conditioned, the size of the vessels may be larger than what is shown on the proposed site plan, (see Figure 3) which shows approximately 30-foot vessels docking in the boat slips. The width of the waterway will be 107’ from the proposed new boardwalk on the subject property to the existing seawall north of the 60-foot FEC Railway Company Canal. Vessels larger than 35 feet can easily be maneuvered in the enlarged turning basin. If larger capacity vessels utilize the marina, they likely will warrant requiring additional parking for support services to accommodate the crew, maintenance and passenger demands associated with larger capacity vessels.

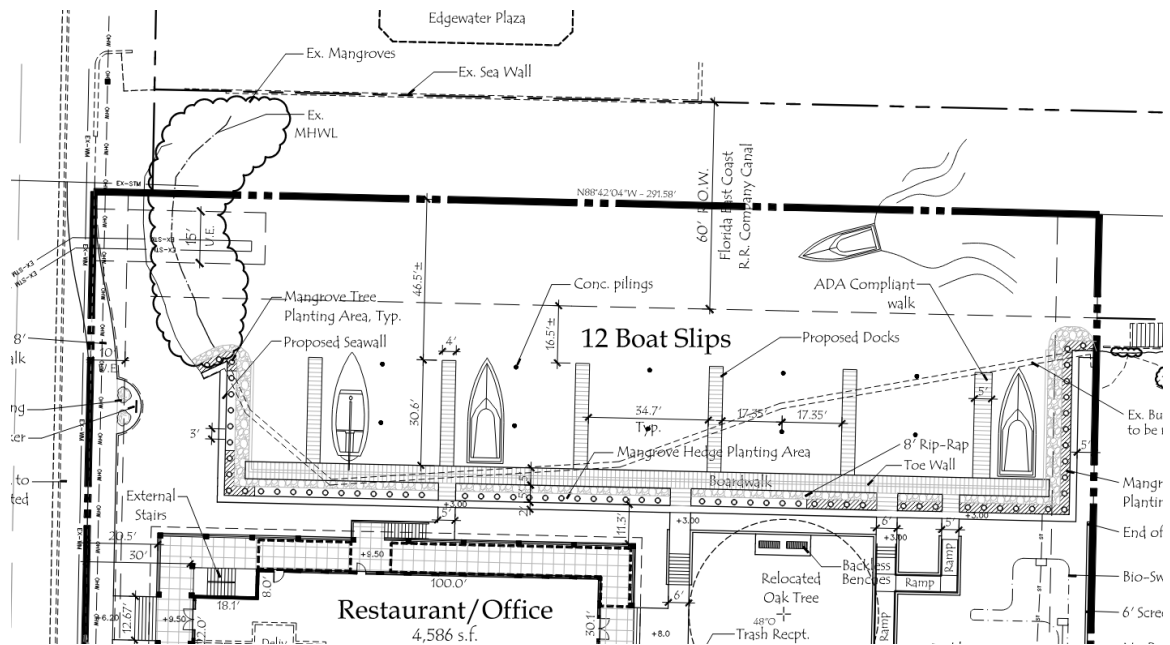


Figure 3. Site plan showing vessel size in relationship to boat slips

As an example, motor yachts tend to average 13 feet in width, and are generally 50+ feet in length.¹ These motor yachts would be able to dock in the proposed mooring spaces. Larger yachts typically necessitate more frequent services to maintain them, which will require regular service personnel to travel to and park on the site. The applicant proposes 12 parking spaces and one loading space for the 12 mooring spaces. Larger vessels typically generate additional intensity, which is anticipated to be greater than the 31 traffic trips and the 12 parking spaces allocated in the traffic analysis and on the site plan. Large vessels also require a deeper draft, requiring more extensive and regular dredging, which can create issues with the marine environment and can lead to issues with shoreline stabilization. The circumstance of larger vessels creating impacts and demands has been observed at Marina at the Bluffs, Admiral's Cove and Jupiter Yacht Club marinas. In the Statement of Use (page 14, Attachment B) the applicant states that boats over 40 feet are not anticipated, and "boats of this size are typically cleaned by the owner, and will not involve any additional crew."

Because the applicant has not accounted for the need for potential boat services in the traffic or parking analysis to provide for greater impacts of services associated with larger vessels, staff is recommending conditions to **restrict the size of the boats allowed in the marina to no more than 35 feet in length overall (LOA)**. LOA is a typical measurement of boat length. "Length overall (LOA)" is the maximum length of a vessel's hull measured parallel to the waterline (Wikipedia). Previously the condition recommended no more than 32 feet as measured to the waterline. Boat measurements to the waterline are typically less than the measurement of length overall by a few feet; however, differences can vary greatly depending on size and design of vessels. Figure 4 (below) shows an image of a boat and the various boat lengths for the vessel. The length overall corresponds to the hull length without engine, which is 35'9". The length at waterline is 30'11", which shows that the difference in this case is 4'8". Staff recommends using LOA instead of measurement at the waterline based on its latest research and past experience with enforcement of boat lengths at marinas:

- On-line searches of vessels less than 40' in length revealed that measurements at the waterline were not typically provided. Most boat specifications provided an

¹ Piershare.com "sizing Your Boat: All About Length, Draft, Beam and Clearance"

overall length. Measuring vessels at the waterline may make enforcement difficult, especially in the field.

- Experience with enforcement of boat lengths at the Bluffs Marina, where maximum boat length limits were measured at the waterline. Measurement at the waterline is difficult for the residents to envision and understand, and has led to misunderstandings in enforcement. Measuring boat length at the waterline also excludes extended bows or afts from the measurement, which can significantly increase the length of vessels beyond slip length and in appearance from the dock or shoreline.

Figure 4: Example boat length specifications



Staff is also recommending a condition that **any request to increase the maximum vessels length or number of vessels shall require a site plan amendment subject to the review of the Planning and Zoning Commission and approval by Town Council** to provide for proposed changes to the marina and its environs, and to ensure additional parking is provided to accommodate the greater demand.

Staff has also recommended standard marina conditions requiring copies of all permits from regulating agencies, and requiring submittal of "Clean Marina Action Plan" criteria.

- *Transitional Upland Buffer Easement.* Coastal Management Element Policy 1.5.5 of the Comprehensive Plan requires buffer zones of vegetation and/or riprap, to provide for an environment for native vegetation, which should be established between any urban development and adjacent waterway. As the north property line abuts the historic FEC canal, Policy 1.5.6 specifically requires a minimum of 10 square feet for each linear foot of wetland or deep-water habitat perimeter that lies adjacent to the uplands. To ensure that the water's edge is protected from the upland development, a transitional upland buffer must be proposed and be maintained. A transitional upland buffer easement along the seawall on the north side of the property is required per Coastal Management policies 1.5.5 and 1.5.6.

Staff Comment: The applicant provides an adequate buffer zone of vegetation for the entire shoreline. Per Section 27-1759, General Planning Principles of the Center Street/North Alternate A1A Redevelopment Overlay Area (ROA), the plan shall “preserve, accentuate, and enhance the natural resources and specimen trees which exist upon those properties located along N. Alternate A1A, the Jupiter River and other waterways within this ROA”. To comply with Comprehensive Plan policies and ROA principles, the applicant provided rip rap with areas for mangrove planting at tree height along 47% of the total shoreline, and will plant and maintain mangroves at hedge height along the remaining 53% of the plantable shoreline bulkhead to promote a sustainable living shoreline. The applicant changed some of tree height mangroves along the west side to hedge height in order to provide “windows” for visitors who stop at the historic marker along N. Alternate A1A to see the waterfront and envision what the historic waterfront may have looked like. In addition, there are existing mangroves growing in the northwest portion of the property that will remain. The mangroves in this area are predominantly of tree height. **A condition is recommended detailing the installation requirements for the mangroves including the required amount and locations of “tree form” and “hedge height” mangroves provided.**

Although the applicant does not provide a continuous ten feet wide upland buffer, the applicant does provide 5 feet of rip rap up to a retaining wall with mangroves and artificial reef modules, and an additional five feet of upland transitional buffer landward of the retaining wall, which is being considered as meeting the intent of the requirements. The configuration of having the mangroves in front of the retaining wall is similar to the living shoreline provided by Admirals Cove. Staff is requesting that the Town Council confirm the proposed configuration that provides a separated 10 feet transitional upland buffer easement meets the intent of the Comprehensive Plan policies.

If confirmed by Town Council as appropriate, staff has recommended a condition that **the applicant provide a transitional upland buffer easement between the retaining wall and the limits of the transitional upland buffer** as detailed in Exhibit 1.

- *Marine Stewardship Plan.* A Marine Stewardship Plan must also be addressed to maintain the proposed living shoreline. The applicant proposed concrete pilings for their docks in order to encourage the growth of oysters and was asked by staff to consider including another benefit for the living shoreline on the property. After meeting with the applicant and discussing further stewardship options, the applicant agreed to include environmental awareness signage for canal. Therefore, staff is recommending that **prior to the issuance of any development permits, the applicant shall provide a draft Marine Stewardship Plan subject to the review and approval of the Department. The Marine Stewardship Plan shall describe how the existing and proposed mangroves will be maintained, the permitting and construction of artificial reef modules, and the installation and maintenance of environmental awareness**

signage related to environmental stewardship. Prior to Certificate of Occupancy, the Final Marine Stewardship Plan must be approved by the department.

Outdoor Bar and Outdoor Seating.

- *Limits of the Defined Area.* The applicant proposes limits to the outdoor seating area and bar on the site plan. This ensures the outdoor seating and bar area does not increase the intensity of use, adding traffic and requiring additional parking. Staff is recommending a condition that **outdoor alcohol sales shall be limited to the 1,210 square feet area as shown on the site plan and shown in detail on the floor plan, as the outdoor seating area and bar.** The Florida Department of Business and Professional Regulation (DBPR) requires the applicant to apply for an alcohol license which specifies the exact limits of alcohol sales area that must be approved by Town staff before issuance. The area delineated on the site plan will ensure that the limits are clearly shown on the alcohol license which can be enforced by the Town and DBPR.
- *Limits on Alcohol Signage.* Staff recommends the applicant install “No Alcohol Beyond This Point” signs to define the area identified as “limits of outdoor seating area”, as shown on the Site Plan. This is to inform patrons not to carry alcohol purchased at the restaurant beyond the limits of the seating area (e.g. the marina and area under the oak tree). Staff has added a condition **requiring the applicant to modify the site plan to include “no alcohol beyond this point” sign locations and sign detail.**
- *Hours of Operation.* The applicant is proposing outdoor seating in conjunction with the restaurant. Due to the close proximity to residential, staff is concerned that late night outdoor activities may create noise issues that disturb nearby residents. Pursuant to Section 27-175(b)(1), of the site plan criteria, the Town Council can limit use, including a restriction on the time an activity may take place, in order to reduce nuisances. Staff is recommending a condition that proactively addresses the issue of the outdoor seating area of the restaurant complying with the Town’s sound standards established in Section 13-144 of the Town’s code. In order to achieve compliance, **staff recommends that the seating of tables for outdoor seating shall be discontinued at 9 PM daily and the outdoor seating area shall be closed by 10 PM daily. Any doors and windows of the restaurant that have been opened shall be closed by 10 PM daily.** The time aligns with the sound code definition of “daytime” sound levels which transitions to lower “nighttime” levels at 10 PM.

Sidewalks and Easements. The applicant proposes to relocate the existing sidewalk along N. Alternate A1A onto the subject property away from the travel lane and provide an eight-foot-wide sidewalk to create a safer pedestrian friendly environment along the roadway. The distance of the sidewalk from the property line varies and would be more appropriate to be consistently away from the traffic lanes with the addition of more landscaping such as shrubs and groundcover, thereby separating pedestrians on the sidewalk from traffic. Staff recommends conditions of approval for the applicant to provide:

- **A public pedestrian easement for the portions of the sidewalk along N. Alternate A1A that are outside of the right-of-way, and for the portion of sidewalk outside the right-of-way adjacent to the entrance drive on Old Jupiter Beach Road, or add public sidewalk dedications on the replat.**
- **Additional landscaping on the southern 70-foot length of N. Alternate A1A to increase the amount of planting between the sidewalk and edge of curb of Alternate A1A in order to provide greater separation between the sidewalk and the right of way.**
- **Coordination with the Florida Department of Transportation’s (FDOT) regarding any requirements related to relocation of the FDOT’s sidewalk outside of the right of way limits and establishing green areas within the FDOT’s right of way.**

- **A safe sight corner clip easement to the Town of Jupiter for the 30'x30' site triangle at the intersection of Old Jupiter Beach Road and North Alternate A1A.**
- **Dedication of a public drainage easement along the east property line from Old Jupiter Beach Road right of way to the outfall located at the marina sea wall.**

Landscaping. The proposed development is **not** in conformance with Chapter 23, entitled “Landscaping”. Staff has recommended conditions to ensure conformance with Section 23-76, as further outlined below.

- **Landscape median contribution.** Pursuant to Section 23-76, entitled “Landscape median contributions” monies totaling \$40.04 per linear foot are required for the frontage along North Alternate A1A. Based on the 456.55 feet of frontage (461.55 – 5 feet of right-of-way dedication for Old Jupiter Beach Road), a total of \$18,280.26 will be required to be paid prior to the issuance of any development permits. Therefore, staff has **recommended a condition of approval that the Owner submit a contribution of \$18,280.26 to be used for landscaping the North Alternate A1A median.**
- **Right-of-way maintenance agreement.** Landscaping is proposed in the right-of-way. Therefore, staff recommends the applicant **prepare and submit a draft right-of-way maintenance agreement with the Town for perpetual maintenance of the landscaping, sod, and irrigation that are developed within public rights-of-way.**
- Staff recommends a condition that the applicant **revise the landscape plans to include a note that the sod within the “Future Development” area; ground cover and sod adjacent to the subject property; and all landscaping within the abutting rights-of-way shall be irrigated, sodded, and maintained in accordance with the approved landscape plan.**
- In order to provide a buffer to the residential properties to the east during construction, staff recommends a condition that **prior to the beginning of any construction of the restaurant/office building, the applicant shall install the 6-foot-high wall along the east side of the property.** This condition was revised after the PZC meeting to remove an earlier requirement for tree planting and temporary irrigation also due to applicant’s concern with tree planted too early interfering with construction and possibly being damaged during construction. The condition was also revised to remove the requirement for the wall to proceed marina construction, because the dredging, filling and raising of the elevation of the property must all take place before the wall would be able to be constructed.

Parking. The proposed development is now in conformance with Section 27-2828 entitled, Standards for required off-street parking and loading spaces.

- **Restaurant Delivery Area.** The applicant has modified the covered restaurant delivery area located under the second story office on the western side of the restaurant (please see Figure 4). The area, which was not previously included within the restaurant square footage by the applicant, was reduced from approximately 446 square feet to 124 feet, and is now included within the total square footage of the restaurant for purposes of calculating parking and traffic. The reduction of the delivery area allowed for an increase in the interior restaurant use area, which was also added to the total square footage of the restaurant and provided a door on the western façade facing N. Alternate A1A.

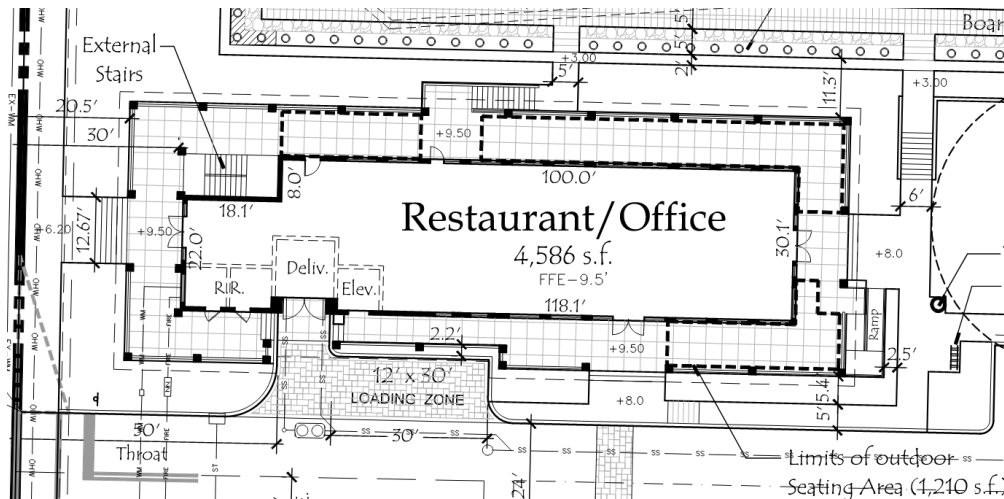


Figure 4. Site plan showing the covered delivery area in relation to the restaurant

- **Valet Parking.** The applicant does not plan for valet parking for the restaurant at this time. However, staff would like to be prepared to address valet parking if it is implemented in the future. Therefore, staff recommends a condition **if a valet parking plan is proposed in the future, it shall be subject to the review and approval of the Department as an amendment to the site plan.**

Signage. The proposed development will be in conformance with Section 27-3359 and 3362, entitled “Space regulations for permanent signs”, with the recommended conditions of approval.

- The applicant has not included a signage plan with the application, staff has recommended a condition of approval to **submit a Signage Plan to the Department which shall be subject to its review and approval, prior to the issuance of any development permits.**
- The property is adjacent to residential properties and excess light visible to the neighborhood is considered a nuisance; therefore, staff is recommending that **no lighted signage facing the north and east are permitted** including wall, freestanding and directional signage.
- The sign detail provided on sheet SP-3 of the Site Plan shows a freestanding sign at 10 feet in height. Staff recommends that the freestanding sign be reduced to no more than 7 feet in height, consistent with other commercial signs in the Town and along N. Alternate A1A. For example, the Enterprise Rental Car on N. Alternate A1A was approved in 2018 with a freestanding sign at 6 feet tall. Therefore, a condition of approval has been recommended stating that **the freestanding sign shall not exceed 7 feet in height and the copy area shall not exceed 84 square feet. The signage and copy area shall be architecturally compatible with the site.**

Staff Comment: The applicant proposes two building identification signs above the first floor. The code defines building identification signs in Section 27-1, as “a sign on which copy is limited to the name and address of a building or institution.” Staff notes that the building identification sign can be the name of the restaurant or office building. Tenant signs above the first floor are not permitted; however, sometimes an owner chooses to name a building after a major tenant and is authorized to have building identification signs. Based on the elevation proposed, only two wall signs are proposed, which will be considered building identification signs since they are above the first story. Therefore, to prevent the possibility of excessive signage, staff recommends a condition **to limit the total number of wall signs to two, as shown on the proposed elevations.**

Traffic. The proposed application will be in conformance with Palm Beach County (PBC) and the Town’s traffic performance standards.

The applicant submitted a traffic study, dated July 31, 2024, which demonstrates the anticipated traffic generation (see Attachment F). The latest traffic statement based on the restaurant/office building with the reduced delivery area and greater square footage of restaurant, is a significant reduction from the proposal in 2023, which included the five-story office building. There is a slight increase in traffic compared to the proposal reviewed by PZC in July, in which the covered delivery area was not counted toward the restaurant square footage. The development proposed in 2023 would have generated 817 average daily trips more than the current proposal. The proposal that was reviewed by the PZC in July, would have produced 39 less average daily trips than the latest proposal, and 3 less AM and 3 less PM peak hour trips. The table below compares the applicant’s new proposal with the previous two proposals. Also note that the square footage used in the Traffic Statement is the total of the restaurant square footage plus the outdoor seating, whereas the square footage of restaurant and outdoor seating are called out separately on the site plan. Considering these development trips and the projected total buildout traffic on major thoroughfares and intersections, the proposed application in compliance with both the Town’s and County’s traffic performance standards (TPS).

Traffic Performance Standards (TPS)	Owner’s Previous Proposal 11/30/23	Owner’s proposal 2/22/24	Owner’s proposal 7/31/24
Satisfies Palm Beach County & Town of Jupiter TPS	Yes	Yes	Yes
New daily trips	1,153	297	336
New AM peak hour trips	103	27	30
New PM peak hour trips	121	28	31

The applicant proposes a one-way ingress for vehicular circulation from Old Jupiter Beach Road, restricting new trips leaving the site from using Old Jupiter Beach Road, and rather, encouraging traffic to use the N. Alternate A1A exit. The removal of expected traffic on the local road mitigates the impact of the development on the intersection of N. Alternate A1A and OJBR in order to address neighborhood due to the delays they experience turning left to travel southbound. However, it will increase the number of vehicles making a U-turn “downstream” (to the north) at a median opening at Eganfuskee that has no turn lane for safe stacking or at the existing Center Street intersection. According to the applicant’s traffic analysis, the proposed development would create four trips per peak hour that would utilize the U-turn north of the site, which is unchanged from the proposal reviewed by the PZC in July.

Staff Comment: Per the Town’s traffic engineer, the traffic mitigation for addressing operational and safety issues are limited. The most effective solution to address the operational issue with westbound left turns is to install a traffic light. However, this is subject to a traffic signal warrant study that would need to be reviewed and approved by the Florida Department of Transportation (FDOT). Based on the relatively low volume of side-street traffic, it is unlikely that a traffic signal at the intersection would be warranted.

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 10 of the 12 criteria. The criteria that are not satisfied are:

- (4) The proposed development is compatible and/or consistent with the established or proposed character of a neighborhood or area.
- (10) The proposed development does not create noise or visual pollution.

Staff Comment: Staff has provided conditions of approval to address parking and closing the outdoor seating area, windows, and doors of the restaurant by 10 PM to address potential issues that could from a restaurant being located near a residential neighborhood.

Special exception Criteria for a Marina Use.

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 with the conditions of approval as noted in the sections above. Staff has provided conditions of approval for the following code sections that will insure that the proposed development is in compliance:

Section 27-177. – Criteria for special exceptions

- 1. The proposed special exception use shall be compatible with the character and use of the surrounding property in its function.*
- 2.b. The degree of noise, odor or other potential nuisance factors generated by the special exception use.*

Staff Comment: Staff has provided conditions of approval in regards to the size and nature of the boat traffic, by limiting the size and restricting commercial vessels. Staff has outlined these in the special exception analysis of the marina use.

Attachments:

- Attachment A – Disclosure Statement
- Attachment B – Statement of Use
- Attachment C – Jupiter FEC Railway Station and Canal (1916 Plat)
- Attachment D – Section 27-1759 and 1760, Center Street/N. Alternate A1A ROA
- Attachment E – Section 27-564, C-2 Use Regulations
- Attachment F – Traffic Analysis
- Attachment G – Applicant email requesting amended condition
- Attachment H – Public correspondence prior to PZC

* Please contact Martin Schneider martins@jupiter.fl.us or 561-741-2290 in order to obtain a copy of the proposed plans or any attachments.

V:\PlanningZoning\Staff\WP51\PROJECTS\Flagler Wharf (FKA Bells Mobile Home Park)\PZ 23-5496 & 5497 SE, SP (2023)\TC.2024.09.19\Staff Report - Flagler Wharf.docx

For office use only – Project #



Disclosure of Ownership Interest – Property
Town of Jupiter
Department of Planning and Zoning
210 Military Trail, Jupiter, FL 33458
Phone: (561) 741-2323 ♦ Fax: (561) 744-3116

TO: DIRECTOR OF PLANNING AND ZONING, OR HIS OR HER
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
TOWN OF JUPITER

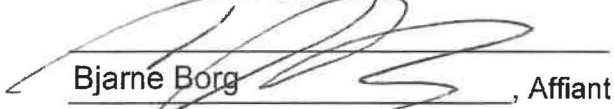
BEFORE ME, the undersigned authority, this day personally appeared
Bjame Borg, hereinafter referred to as
“Affiant,” who being by me first duly sworn, under oath, deposes and states as
follows:

1. Affiant is the ☐ individual or ☒ MGR Index Investment, LLC as agent for Flagler Wharf Real Estate, LLC [position e.g.,
president, partner, trustee] of Index Investment, LLC as agent for Flagler Wharf Real Estate, LLC [name and type
of entity—e.g., *ABC Corporation, XYZ Limited Partnership*] that holds an
ownership interest in real property legally described on the attached Exhibit
“A” (the “Property”). The Property is the subject of an application for
Comprehensive Plan amendment or Development Order approval with the
Town of Jupiter.
2. Affiant’s address is: 1000 N US 1, Suite 902 Jupiter, FL 33477.
3. Attached hereto as Exhibit “B” is a complete listing of the names and
addresses of every person or entity having a five percent or greater interest in
the Property. Disclosure does not apply to an individual’s or entity’s interest in
any entity registered with the Federal Securities Exchange Commission or
registered pursuant to Chapter 517, Florida Statutes, whose interest is for
sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Town of Jupiter
policy, and will be relied upon by the Town of Jupiter in its review of

application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.
6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Bjarne Borg, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 5²⁰ day of DECEMBER, 2022, by BJARNE BORG,
☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.



RICHARD C. TURNER
Notary Public, State of Florida
My Comm. Expires January 29, 2023
Commission No. GG 295854


Notary Public

(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

BEGINNING AT A POINT IN THE NORTH LINE OF SOUTH HALF (S 1/2) OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, 374.56 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 210 FEET; MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD COMPANY CANAL; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD COMPANY CANAL TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 100 FEET OF THE WEST 201 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EAST 100 FEET OF THE WEST 201 FEET A DISTANCE OF 255 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF A CERTAIN PARCEL OF LAND BELONGING TO THE FLORIDA EAST COAST RAILROAD COMPANY AND DESCRIBED IN DEED BOOK 86, PAGE 255, PALM BEACH COUNTY PUBLIC RECORDS; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 35.4 FEET; MORE OR LESS; THENCE SOUTHWESTERLY ALONG THE BOUNDARY OF SAID FLORIDA EAST COAST RAILROAD COMPANY'S PROPERTY A DISTANCE OF 44.5 FEET TO THE EAST LINE OF JUPITER AVENUE; THENCE SOUTHERLY ALONG THE EAST LINE OF JUPITER AVENUE, A DISTANCE OF 117.6 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 320 FEET OF THE NORTH 1880 FEET OF THE WEST 800 FEET OF SAID GOVERNMENT LOT 2; THENCE EASTERLY ALONG THE NORTH LINE AFORESAID A DISTANCE OF 323.5 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 2 TO THE POINT OF BEGINNING.
LESS THAT PORTION LYING SOUTH OF THE NORTH RIGHT OF WAY LINE OF JUPITER BEACH ROAD AS SHOWN IN OFFICIAL RECORDS BOOK 8763, PAGE 1371, AND LESS THAT PORTION LYING WEST OF THE EAST RIGHT OF WAY LINE OF STATE ROAD 811.

PARCEL 1:

ALL THAT PORTION OF LANDS AND WATERS OF THE FLORIDA EAST COAST RAILROAD COMPANY CANAL, AS DESCRIBED IN DEED BOOK 86, PAGE 255, LYING IN GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BOUNDED ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 811, BOUNDED ON THE NORTH BY THE CENTERLINE OF SAID CANAL AS DESCRIBED IN SAID DEED BOOK 86, PAGE 255; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID CANAL; BOUNDED ON THE EAST BY A LINE PARALLEL WITH AND 374.56 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID GOVERNMENT LOT 2.

PARCEL 2:

INTENTIONALLY DELETED.

PARCEL 3:

ALL OF A 1 FOOT STRIP OF LAND BEING A PORTION OF LANDS AND WATERS OF THE FLORIDA EAST COAST RAILROAD COMPANY CANAL, AS DESCRIBED IN DEED BOOK 86, PAGE 255, LYING IN GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; LYING EASTERLY, ADJACENT AND CONTIGUOUS WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 811; LYING SOUTH OF THE SOUTH LINE OF THE NORTH 1147.4 FEET OF SAID GOVERNMENT LOT 2.

TOGETHER WITH

INGRESS & EGRESS EASEMENT:

TOGETHER WITH NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND ACCESS OVER, ACROSS, AND THROUGH THAT PORTION OF FLORIDA EAST COAST RAILWAY COMPANY CANAL AS DESCRIBED IN DEED BOOK 86, PAGE 255, LYING IN GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, NOT LYING WITHIN PARCELS 1 AND 2 ABOVE, AS GRANTED IN THAT CERTAIN ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 20080, PAGE 1765, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION OF SAID CANAL TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

TOGETHER WITH (PER THIS OFFICE)

THOSE LANDS LYING WEST OF THE EAST LINE OF THE WEST 100 FEET OF SECTION 6, TOWNSHIP 41, SOUTH, RANGE 43 EAST, PALM BEACH COUNTY; BOUNDED ON THE NORTH BY THE CENTERLINE EXTENSION OF THE FLORIDA EAST COAST RAILWAY COMPANY CANAL AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID FLORIDA EAST COAST RAILWAY PARCEL PER DEED BOOK 86, PAGE 255.

ALL PARCELS ARE CONTIGUOUS AND ADJOINING.

ALL TOGETHER CONTAINING 2.948 ACRES MORE OR LESS

OR 128415 SQUARE FEET MORE OR LESS

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[illegible]

George G. Gentile, PLA ■ Emily M. O'Mahoney, PLA ■ M. Troy Holloway, PLA ■ Dan Siemsen, PLA ■ Dylan Roden, PLA

Statement of Use
Flagler Wharf:
Special Exception and Site Plan Review
September 25, 2023
Rev. July 31, 2024

Introduction:

2GHO, Inc., on behalf of the Owner (Flagler Wharf Real Estate, LLC), is requesting site plan approval, including a special exception for marine facilities, on a ±2.95-acre* parcel located on North Alternate A1A approximately 1,300' north of Indiantown Road, within the Town of Jupiter. The Owner is proposing to redevelop the property with a waterfront cafe with outdoor dining, professional office, and a reconfigured 12-slip marina. The subject proposal also involves a request to designate A1A as the project frontage, which is discussed elsewhere in this statement of use. The table below depicts the development program, and the respective intensities.

**2.57 acres of property are upland, 0.38 acres are submerged lands; this site plan proposes 2.42 acres of upland, 0.53 acres of submerged lands.*

Use	Square Footage
Waterfront Cafe	3,376 sf
Outdoor Seating	1,210 sf
Professional Office	2,758 sf
Marina	12 (slips)
Total	7,344 sf

The subject property has a land use designation of Commercial and is zoned C-2: General Commercial. The property is located within the Center Street/ A1A Redevelopment Overlay Area (ROA) and qualifies as an infill redevelopment project.

Note, this application is considered a revision to the original site plan application filed in 2022, which consisted of a site plan of 42,073 sf and contained the waterfront café with outdoor dining, professional office, medical office, accessory dwelling units, café support space, and utility storage.

Project History:

The subject property was originally developed as the Bell's Mobile Home Park. In 2016, the Owner purchased the property and at the specific request by the Town of Jupiter for them to start reviewing a new proposed site plan the owner began relocating residents to other areas. The property is now vacant. In 2019, an application was filed requesting approval of a Small Scale Planned Unit Development (SSPUD), Special Exception for an 85-bed Assisted Living Facility within a PUD, and a Special Exception for a Marina in a PUD. Ultimately, that application was withdrawn.

Compatibility with Surrounding Uses:

The subject property and the Owner's proposal for the above-mentioned uses, are consistent with, though providing an upgrade to, the surrounding area. See below land uses:

	Future Land Use	Zoning/Overlay
Subject Property <i>Vacant</i>	Commercial	C2: General Commercial ROA: Center Street / A1A
North: <i>Edgewater Plaza</i>	Commercial	C2; General Commercial ROA: Center Street /A1A
South: <i>Enterprise Rent-A-Car</i>	Commercial	C2; General Commercial
East: <i>Vacant</i>	Residential Medium Density	R1; Residential, Single Family
West <i>Industrial Development Railroad</i>	Industrial	I1; Light Industrial

Proposed Site Plan:

In the spirit of promoting logical redevelopment, the Owner's primary focus is building the waterfront restaurant, outdoor dining, and dock reconfiguration. The Owner has indicated an area of 'future development' in the southwest corner of the property, and will file a separate site plan amendment application in the future based on what the market is dictating.

The site layout takes advantage of the property's physical shape, as well as its location as a corner lot on a major arterial roadway (Alternate A1A). The proposed plan provides for two access points; access on Old Jupiter Beach Road, and an additional access on Alternate A1A. Parking is located on the side of the restaurant and traverses to the southern portion of the project boundary consistent with the intent of the Center Street/North Alternate A1A ROA.

The proposed waterfront cafe is located on the northern portion of the property adjacent to the Flagler canal. The 3,376 -sf cafe also includes a 2,758 sf of office on 2nd floor of the proposed cafe. The café location provides the public with a visual connection to the marina and waterway from Alternate A1A. Immediately north of the proposed cafe is a pedestrian walk adjacent to a proposed seawall and the proposed reconfigured 12 marina slips. The Owner intends to lease these slips to the public.

The proposed site plan meets all of the land development regulations as it relates to setbacks*, greenspace, and building height. The proposed site plan improves and maintains the reconfigured boat slips and provides public access to the waterfront. Additionally, the site will provide the required pedestrian amenities (e.g., benches and trash cans) and bicycle racks.

Setback Designation Request:

*As it relates to setbacks/project frontage, the Owner requests consideration to designate Alternate A1A as the lot frontage, as opposed to Old Jupiter Beach Road. While Section 27-1 of the Town's zoning code states that lot frontage shall be the shortest property line adjacent to a

street (Old Jupiter Beach Road), it does give the Director of Planning and zoning (or their designee) the ability to designate an alternative frontage (Alternate A1A).

The request to designate Alternate A1A is logical. First, the property already has an Alternate A1A street address. Additionally, designating A1A as the frontage is directly consistent with the general planning principles of the Center Street/A1A Overlay as it will orient the proposed office building to face the major corridor, while being sensitive to the adjacent residential area. Finally, at the September 5th neighborhood meeting (discussed in the public outreach portion of this statement of use), the residents were adamant that the proposed building should be situated such that it fronts A1A.

The project team would request Town Council's consideration in our request to situate the proposed building along the A1A frontage.

Environmental Stewardship:

The Owner realizes that the subject property is well-located, and is pleased to make specific environmental enhancements with the proposed development that will raise environmental awareness. With the construction of the proposed marina, the Owner will utilize concrete pilings, which allow for oyster attachment, and stimulates marine life habitat. Additionally, the Owner will post educational signage near the boardwalk that will provide the public knowledge on how this project is doing its environmental part.

Historical Significance:

The Owner's understand the Town's desire and commitment to pay homage to the past that has ultimately made Jupiter the place it is today.

Henry Flagler is well remembered for his industrial contributions within the Town of Jupiter. Within close proximity to the FEC railroad tracks, Flagler was responsible for building two train depots; the first in 1894, and the second in 1915 within the Town limits. These depots were used for to transport passengers, and for the shipping of fruits, vegetables, mail, and live animals for Trapper Nelson's Zoo. Additionally, this area is significant for being the center of shipping and transit in Jupiter. Old Jupiter Beach Road was once the main access to the beach, connecting to a swing bridge before the eventual construction of the Indiantown Road bridge.

Specific to the subject site, Flagler dug the adjacent canal to obtain access to the railroad. The Owners are happy to celebrate this fact with a historical marker on the property. The proposed historical signage, will reflect an important story of a place, and show the importance of the Jupiter's heritage.

While there are technically no historical structures within a ½ mile of the site, the proposed architecture of the project seeks to take elements from the nearby Center Street neighborhood

that will work in creating balance between remembering the past, and facilitating change in a way the sustains appropriate future development.

Traffic and Parking:

The proposed uses require a total of 70 spaces pursuant to Town regulations. A more detailed breakdown is provided on the following page:

Use (Square Footage)	Code Required Rate	No. Spaces Required
Prof. Office (2,758)	1/250 sf	11.03
Waterfront Cafe Use (3,376)	1/85 sf	39.72
Outdoor Dining (1,210 sf)	1/85 sf	14.24
Private Docks (12 slips)	1/slip	12.0
Total Parking Required		77 sp

The site will provide **84** spaces, making the proposed site plan compliant with the Town's off-street parking regulations. Note, valet parking is not proposed with this application.

As indicated in the traffic study included with this application, the proposed development complies with Palm Beach County Traffic Performance Standards.

During this review process, staff has noted the need for additional parking related to marina services, due to the project's initial request for shared parking. As the project is no longer requesting shared parking, all of the proposed uses are FULLY parked, based on the Town's regulations. The site is overparked by 7 spaces, and will be able to support all proposed uses. Please see the special exception section of this statement of use for more information related to marine services.

Public Outreach:

On September 5, 2023, the owner and applicants met at the Generation Church, located at 430 Center Street, with 12 residents of Old Jupiter Beach Road (OJBR). A PowerPoint presentation was presented to the residents, providing them with a complete and full understanding of the proposed site plan and architecture. Following the meeting a pdf of the presentation was also provided to each resident that had requested a copy.

During this meeting there were NO negative comments or feelings expressed from the residents regarding this project. Several residents stated that they were surprised that residential was not being developed here, and were curious as to why. One longtime OJBR resident, since 1970, stated that they really liked the plan and were very happy to finally see something being built on the property, finally removing the longtime eyesore. Overall, all of the residents seemed very happy with the proposed project, the uses, architectural design and had NO issues with the proposed height of the building. There were a couple of questions pertaining to the estimated start date, how long to build and what were the future intentions of the vacant eastern residentially zoned parcel. They also wanted assurance that the front of the project was NOT oriented toward OJBR, but rather to Alternate A-1-A, further supporting our request to designate A1A as the property frontage.

On October 3, 2023 at 6PM, the Owner and applicants met again at Generation Church, on Center Street with the Eganfuskee Street property owners. Of the 16 property owners on Eganfuskee Street, all of whom were invited, we only had 2 property owners attend and 1 who responded via email. And similar to our meeting with the Old Jupiter Beach Road property owners, all property owners who attended/responded, were in favor of this project, had NO issues with the project and loved the architecture and look of the development.

Please note, that this Public Outreach was conducted with the initial proposal which depicted the 5-story medical/ professional office building; a more intense plan with more anticipated trips.

Consistency with the Town of Jupiter's Comprehensive Plan:

The Owner's proposal is consistent with the Town's Comprehensive Plan, as demonstrated below:

Future Land Use Element

- ❖ Policy 1.3.9 Commercial - This future land use designation provides for neighborhood, general, office, low-impact clean manufacturing, and accessory residential apartments for employees, which are detailed below. **The subcategories should be used as a guide for the assignment of zoning.**

General Commercial – This subcategory consists of a wide range of commercial goods and services serving a community-wide market. That does not mean that the entire range of all commercial goods and services must be available. A representative sample of activities includes personal services, banking and offices, retail stores, nurseries, printing and publishing, auto repair, marine facilities, and medical and dental clinics.

Location Criteria

- 1) At major intersections, or as provided for in certain districts of the IOZ District;
- 2) Central to and/or readily accessible to several residential areas of the community;
- 3) Preferably grouped with other stores of this category to achieve a combined market draw of people on multipurpose trips;
- 4) Not adjacent to low-density, single-family neighborhoods;
- 5) Adjacent to Medium Density Residential areas when proper buffering is provided;
- 6) Situated preferably on an arterial roadway, but never on a local street;
- 7) In areas where water supply and sewerage facilities services are available.

Response: Based on the subject property's zoning designation of General, Commercial, we have analyzed this proposal based on the General Commercial subcategory within the Town's Comprehensive Plan.

The Owner's proposal of proposed office, marine facilities and restaurant are the uses included in the General Commercial description in the Comprehensive Plan, providing for office and for services that will serve a community-wide market. Further, the proposal meets the above-mentioned locational criteria, and intensity measures.

- ❖ Policy 1.4.1 Development orders for future development and redevelopment activities shall be issued only in areas possessing the appropriate Future Land Use designation and that are consistent with the goals, objectives and policies of the Comprehensive Plan.

*Response: The subject property has the proper land use designation of **Commercial** that supports all of the proposed uses in this application and is fully consistent with the goals objectives and policies of the Comprehensive Plan.*

Infill Development, Redevelopment and Upgrading of Existing Properties

The proposed project meets the following policies established in the Comprehensive Plan regarding infill development, redevelopment, and upgrading of properties:

- ❖ Policy 1.13.1 The Town shall assess and identify specific locations for possible infill and desired redevelopment areas, including substandard housing areas.

Response: The subject property is located within one of the Town's designated Redevelopment Overlay Areas (ROA). More specifically, the property has been assigned to the Center Street/ North Alternate A1A ROA. While the use of the specified general planning principles in this ROA are strictly voluntary, the Owner has decided to incorporate the principles into its proposed site plan. This furthers the infill nature of the redevelopment consistent with this policy.

- ❖ Policy 1.13.3 At a minimum, infill, redevelopment plans and activities, and upgrading of existing properties shall:

- a) Be consistent with other policies of the Comprehensive Plan.

Response: The proposed infill redevelopment project is consistent with the Town's Comprehensive Plan as described within this Statement of Use. Additionally, this property owner has eliminated inconsistencies through the relocation of the Bells Mobile Home Park

- b) Be coordinated with the availability of public facilities and services at the levels of service adopted in the Comprehensive Plan.

Response: With this submittal, a drainage statement demonstrating the necessary adopted Town/County requirements have been met. Additionally, a traffic statement consistent with Palm Beach County's Traffic Performance Standards has been provided to the Town for review.

- c) Address the impact of redevelopment activities on natural systems and any historic and archaeological resources.

Response: The property has previously been developed and cleared. There are not natural systems or historical or archeological resources associated with the property. The project does include a marina. A marina exists on the property and is proposed to be reconfigured. In doing so, the Owner will remove existing silt sediments, which will enhance water quality as part of the development. Additionally, the Owner has granted easements to the Town of Jupiter to support the town's drainage and water quality enhancement project within the industrial area west of Old Dixie Highway.

- d) Provide for visual continuity of the target study area through the application of sound principles of architectural design and landscaping.

Response: There is no specific visual continuity within the area, which includes a car rental facility, automotive repair tire shop, tattoo parlor, and metal plumbing warehouse along Alternate A1A and residential uses along Old Jupiter Beach Road. The architecture and landscaping have been designed to enhance the visual aesthetic of the property and surrounding areas. Much of the surrounding area is old and in need of redevelopment. The intent is not to match older properties directly, but to provide an enhancement to the area to which future redevelopment will match using high quality, sound architectural design and landscaping.

- e) Be consistent with future character as outlined in neighborhood plans and master plan studies for specific areas; or the surrounding established character of a neighborhood or area, including but not limited setbacks, lot coverage, building scale, and/or massing.

Response: Although there are no neighborhood plans or master plans studies by name, the property is within the Center Street/N.A1A ROA. The proposed project incorporates the desired, though not required, elements of the ROA into the design.

Please refer to the Architectural and Community Appearance section of this statement of use for additional information on the building design, and why it is contextually compatible with the existing area.

- f) Ensure development addresses or reduces existing non-conformities or demonstrates that the proposal will not create adverse impacts by allowing alternative solutions.

Response: The Owner has eliminated multiple non-conforming uses and conditions through the relocation of the Bell's Mobile Home Park. The proposed development conforms with Town regulations in its entirety.

Be consistent with Section 723.0612, Florida Statutes, related to mobile home parks and include relocation strategies for those residents displaced by the implementation of the plan, which ensure that the displaced residents are provided adequate notice, equitable compensation and assistance in locating comparable alternative housing in proximity to employment and necessary public services and/or provide a minimum percentage of replacement housing on site.

Response: The above requirement has been fully satisfied.

Consistency with the Town of Jupiter's Zoning Code:

This project is consistent with the Town's zoning code as discussed herein.

Commercial, General District (C-2)

As mentioned elsewhere in this statement of use, the subject property is assigned C-2 as the zoning district. The proposed development of an office, medical office, and restaurant with outdoor seating seeks to provide the residents of the Town with a range of goods and services. With the property's location (located on North Alternate A-1A; a major arterial), the development is consistent with Section 27-253 the intent of the C-2 zoning district.

Additionally, proposing a marina (with 12 slips) is permitted as a Special Exception Use within the C-2 zoning district.

Center Street/N. Alternate A1A Redevelopment Overlay Area

Section 27-1739 of the code states that the general intent of the designated redevelopment overlay areas is to provide incentives to encourage infill development by methods outlined in the general planning principles within each ROA. While these planning principals are not mandatory, per Sec. 27-1740, the Owner has incorporated all of the principles into the proposed design.

1. The design and architecture shall be consistent with and shall preserve and enhance the historical commercial character of this area of the town.

Response: As mentioned elsewhere in this statement of use, the subject area does not contain much architecturally historic significance. As such, the intent is not to match older properties directly, but to provide an enhancement to the area to which future redevelopment will match using high quality, sound architectural design and landscaping.

2. The project shall provide for a collection of compatible, interrelated uses, including commercial retail space uses and services, contribute additional employment opportunities, and provide for opportunities for accessory residential where desired or appropriate.

Response: The project includes each element identified - professional office, restaurant. These proposed uses contribute to employment opportunities. The Restaurant will be an amenity for the neighboring community building and the surrounding residential neighborhoods east of Alternate A1A.

3. Apply as many of the traditional neighborhood development planning principles listed in section 27-994 of the zoning chapter as feasible;

Response: The subject parcel incorporates multiple TND concepts such as orienting the buildings to the street, providing all of the parking on the side, and rear of the buildings, engaging and providing an active waterfront, and providing several opportunities for pedestrian amenities, particularly shaded seating areas, throughout the property.

4. Orient existing commercial buildings such that the front of the buildings face the street upon which the buildings are located;

Response: There are no existing buildings remaining on the property. The above criterion is not applicable.

5. Provide on-street parking in front of and/or provide off-street parking along the side and rear of the building;

Response: Alternate A1A is a State Road under the Jurisdiction of FDOT. The road is considered a major arterial the design of which is not conducive to on street parking. On Street parking on Old Jupiter Beach Road would be unusual and out of context for the neighborhood. As such, this element is not feasible for the project.

6. Preserve, accentuate and enhance the natural resources and specimen trees which exist upon those properties located along Alternate A1A, the Jupiter River, and other waterways within this ROA;

Response: This project will result in significant water quality enhancements to the existing canal by widening the west end and removing existing silt deposits. The property owner has also cooperated with the Town of Jupiter through the granting of critically needed easements to facilitate the water quality and drainage improvements for the industrial property west of Old Dixie Highway. In combination the proposed improvements will increase water flow and quality. The Owner's arborist held a site visit with the Department of Natural Resources, and based on that discussion, the design proposes the relocation of existing oak trees, and a Ficus tree. Relocation of these trees meets the intent of this standard.

7. Provide for the orientation of new buildings and their entrances, windows and outdoor spaces such that these features front Alternate A1A.

Response: The restaurant building has been set back from the street to better provide the public with a physical and visual connection to the waterway. The restaurant engages and provides substantial landscaped open spaces along the waterway. It also engages with Alternate A1A with the placement of the door into the restaurant, as well as a pedestrian walkway leading from the sidewalk to the covered walkway/porch around the building.

8. Preserve, accentuate and enhance views from the waterways by prohibiting the location of service areas and dumpsters abutting the waterways and the Jupiter River.

Response: The service area of the restaurant has been pulled away from the waterway, integrated into the architecture of the building and appropriately placed immediately west of the proposed restaurant and fully screened from all views.

Section 27-1760 of the Town's code entitled "Land Development Regulations" sets particular regulations that must be **specifically met** within the Center Street/N. A1A ROA. The project meets these standards as outlined below:

1. **Setbacks and step-backs.** A reduced front setback is permitted, provided 75 percent of the parking required for the use is provided on the side or to the rear of the property, not including on-street parking, as follows:

- a. Street setbacks shall be a minimum of 20 feet.

Response: The building meets or exceeds all minimum setbacks, as shown on the site plan.

- b. Buildings proposed at the minimum street setbacks set forth above shall not exceed two stories or 35 feet without adhering to the vertical building step-back envelope (the roofline shall not be considered to be within the vertical envelope). The step-back envelope of a building shall increase at a ratio of one foot to one foot (for every one foot of vertical run, one foot of horizontal) above 35 feet, not including the building height above the roof, or pole plate for trussed roof systems.

Response: This standard is not applicable to the proposed structure.

- c. Buildings that have existing nonconforming front setbacks may maintain their existing front setbacks so long as the fronts of the buildings are maintained as part of the properties' redevelopment. Buildings may include additional floors above the existing nonconforming front setback, upon the approval of the town council.

Response: The property is vacant. As such, the above criterion is not applicable to the proposed development.

2. **Landscape buffers.** A reduced front landscape buffer is permitted, as follows:

- a. Buildings using the reduced street setback set forth above shall have a minimum street landscape buffer of five feet;

Response: The proposed plan meets the required 10' landscape buffer requirement along Alternate A1A and Old Jupiter Beach Road.

- b. Buildings that have existing nonconforming front landscape buffers may maintain their existing front buffers so long as that portion of the front of the buildings is maintained as part of the redevelopment, and provided that street trees, large palms, planters, landscape islands, and/or foundation plantings are installed and maintained in locations approved by the town;

Response: There are no existing buildings on site. As such, this criterion is not applicable to the proposed development.

Where on-street parking is approved by the town, the street buffer may be reduced or eliminated to correspond with the parking, provided street trees, large palms, planters, landscape islands, and/or foundation plantings are installed and maintained in the right-of-way.

Response: On street parking is not feasible. As such, this criterion is not applicable to the proposed development.

3. **Green space.** Properties whose percentage of green space does not comply with the underlying zoning district requirements may maintain their existing nonconforming green space so long as the properties' percentage of green space is ten percent or above. Those properties having less than ten percent green space shall submit landscape plans which shall provide sufficient landscape buffers, foundation plantings and landscaping to provide shade.

Response: The proposed development meets all green space requirements of the underlying zoning district.

4. New or redeveloped buildings shall be designed such that they meet the following criteria:

- a. The building shall provide a front entrance on the street upon which the building is located;

Response: As mentioned, the restaurant building has been set back from the street to better provide the public with a physical and visual connection to the waterway. It also engages with Alternate A1A with the placement of the door into the restaurant, as well as a pedestrian walkway leading from the sidewalk to the covered walkway/porch around the building.

- b. The building's entrances shall be covered by awnings (temporary or permanent), and have a stoop, porch, and/or arcade;

Response: The proposed restaurant building now provides for a covered outdoor seating area on the west side of the building that engages with Alternate A1A. The building entry is also oriented towards Alternate A1A.

- c. The building's windows and outdoor spaces shall be oriented toward the street.

Response: Both of the proposed buildings windows and outdoor spaces will engage the street or waterfront, which following TND principles, serves as a street.

5. The owner shall preserve at least 50 percent of any specimen trees which exist on-site.

Response: The Oaks and Ficus are being relocated and preserved on-site.

6. Properties along Alternate A1A with direct access to the Jupiter River or other waterways shall be redeveloped such that they engage the water. Service areas and dumpsters shall not abut and be visible from the adjacent waterway.

Response: The proposed development is designed to engage and interact with the adjacent waterway. The restaurant and marine facility both provide engagement with engage the water. An example of this is seen by placing the covered outdoor dining and usable open space facing the water.

7. On-street parking is permitted within the rights-of-way of the following streets, provided it meets the regulations of [section 27-2832](#):

- a. Old Dixie Highway, Seminole Avenue, Town Hall Avenue, and Orange Avenue: 90-degree and parallel parking permitted;

Response: Not Applicable

- b. Center Street: both reverse angle-in parking and parallel parking are permitted.

Response: Not Applicable

Architectural and Community Appearance Review Standards for Site Plan

Sec. 27-2007 of the Town's code require standards for Architectural and Community standards. Please refer to our responses to the bellow standards.

1. Whether the buildings or structures proposed are consistent with the appearance or architectural style and character of other structures in the same master planned or Large-Scale Planned Unit Development (PUD) developments, or any zoning district which has adopted architectural standards.

Response: This standard is not applicable. However, the proposed development is consistent in appearance and architectural style and character.

2. Whether the proposed architectural design and appearance of the buildings or structures are of such architectural quality, variety and appearance so as to not cause surrounding properties from materially depreciating in appearance and value.

Response: The proposed design significantly enhances the property and the surrounding areas by providing for high quality architecture that will bring vibrancy to the area, which can spur future redevelopment and upgrading of the area, as is badly needed. This will enhance the value and appearance of and for surrounding properties.

3. Whether the proposed architectural design and appearance of the buildings or structures are in harmony with existing or proposed developments in the general area.

Response: The area surrounding the property, as discussed previously and below, does not contain a consistent or valuable design or appearance standard. The architectural design and appearance is consistent with the vision for future development in the area.

Contextually, the site sits among a series of non-descript structures on the east side of Alternate AIA north of Indiantown Road. To the south across Old Jupiter Beach Road is Enterprise Rent-a –Car, a single-story building of pseudo-Mediterranean style with tan stucco walls and three-barrel tile hip roof elements married to a flat roof "box". To the south of the car rental is Sportfish Outfitters, a single-story marine supply store of "Florida Cracker" design with standing seam metal roof, stucco siding and a front porch facing the street.

To the north and across the canal is a single-story paint store with a flat roof and attached mansard style canopy and further north is the single-story Economy Tire and Auto Repair of Jupiter. West across Alternate AIA lies the Florida East Coast Railroad tracks. East of the site lies a series of single-family residential homes of varying sizes, styles and content. None of the buildings contain identifiable architectural styles. None of the buildings are historical or are representative of any historical character. None of the buildings contain architectural features which would be desirable to emulate. The corridor is run down, has no defined character; it is badly in need of redevelopment as recognized and encouraged by the ROA. The Owner desires to be a catalyst for that redevelopment and incorporate, as discussed above, elements encouraged for the ROA.

4. Whether the proposed buildings or structures are consistent with the standards of this division, the town's land development regulations, other applicable ordinances of the town, and any areas which have been the subject of a special study, including, but not limited to, the Indiantown Road Overlay Zoning District (IOZ), and the U.S. Highway One/Intracoastal Waterway Study Area

Response: As discussed throughout this statement, the property is within the Center Street/North Alternate A1A Redevelopment Overlay Area and the proposed design is consistent with the standards encouraged therein. The design and architecture is

consistent with and preserves and enhances the historical commercial character of the area by providing for a collection of compatible uses. It should be noted however there are no existing historical structures within visual sight of the property.

Although the buildings adjacent to the subject property do not represent a direct source of relevant architectural context or historical reference, the design team has incorporated the materials, colors and architectural details observed in the surrounding historical neighborhoods, and we feel the design revisions respond to the special character and qualities of this area, including historical, literal and implied.

The restaurant building is oriented to preserve, accentuate, and enhance views of the waterway and does not locate any service areas or dumpsters abutting the marina area.

Additionally, the proposed project is in conformance with Chapter 27, Article 11, Division 5 entitled "Architectural and Community Appearance Standards". The plans included with this application illustrate the compatibility of the buildings, which accurately reflect the scale, massing, proportions, elevations, architectural style and character of the project so that the site plan application may be evaluated consistent with the Town of Jupiter standards.

5. Whether the proposed buildings or structures, and in particular, residential dwelling units, for a particular site plan or subdivision contain a variety of architectural styles and floor plans or model types so as to avoid a monotonous appearance of residential units and/or streetscapes within a particular site plan or subdivision. In order to avoid the monotonous appearance of residential units and/or streetscapes within a site plan or subdivision, the council may require any number of different residential dwelling unit floor plans or housing model types and/or a variety of architectural styles. In order to implement this policy, the council may adopt conditions to require any number of floor plans or housing model types, and may also specifically address a building's scale, massing, proportion, elevations and architectural details, including, but not limited to, its architectural trim and colors.

Response: Not applicable, as this project no longer provides for accessory residential.

Special Exception Request for Marina:

South Florida has made recreational boating a part of its economic make up. The proposed marina will add a desired use for the marine community. Further, the proposed marina will be placed at the terminus of a canal limiting impact to any neighboring properties.

Note, the proposed marina **will not** function as a commercial marina, as the slips will be for private use only (no slips are reserved specifically for the restaurant use). There will be no overnight lodging onboard any vessels, showers, or waste disposal occurring at the marina. The Owner also requests that the Town allow the ability to moor vessels up to 35' (as measured at the waterline), as the project team believes the self-limiting nature of the existing canal will only accommodate up to that size.

Data provided by the Marine Industries Association of Palm Beach County states that approximately 25% of registered private recreational boats in the state of Florida are between the 25' – 38' range. In Palm Beach County, the most popular brands of vessels

purchased are the Bahamas, Jupiter, and Contenders, all of are within the 32'-38' range. Vessels of this size would not be inconsistent with the surrounding areas, as the average size of vessels moored on adjacent properties range from 32'-36'. Further, the boat draft typically associated with a vessel of this size can be fully accommodated within the existing canal.

Finally, we would request a length of "35" feet (*as measured at the waterline*); as the canal currently supports approx. 19 boat docks, approx. 16 boats + jet skis; including a +/-73' boat and several 40'+/- boats. The renovated marina design (per Isiminger & Stubbs Engineering) allows for this length, the canal width at the marina would also allow for this length and the depth of the canal would accommodate this length.

Per the C-2 use regulations, the proposed marina is considered a special exception. Section 27-177 of the zoning code identifies the criteria that are required to be met for a special exception approval. Each of the criteria are met, as further explained herein

1. 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.

Response: During the operation of the mobile home park, a marina existed on the property. The Owner seeks to reconfigure the marina, as permitted by the Army Corps of Engineers. The reconfiguration will use improved construction standards from the marina that historically has existed on the property. There are no buildings or ancillary uses such as fueling proposed as a part of the marina use. The proposed slips will provide boat access to the community and residents in the adjacent neighborhoods who do not abut the water. The proposed use is consistent with the marine character of the surrounding area and will not generate excessive traffic. The location of the slips is appropriately cut into the property to maintain the navigability of the waterway.

2. 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;

Response: With only 12 slips, the marina will not be used by more than 12 boat owners. While the design team understands staff's concern with providing additional parking for the marina use, it is important to note that the site is overparked by 14 spaces, and is not proposing shared parking for this proposal, meaning the project is parked based on code requirements. Additionally, it is not anticipated that boats will exceed 35' for this use, as mentioned in the beginning of the Special Exception section of the narrative. There will be no overnight lodging and/or waste disposal on the property, will not create a parking demand beyond what is already provided for based on code requirements. Boats of this size are typically cleaned by the Owner, and will not involve any additional crew. Last, any systems maintenance, or engine servicing would be done at an off-site facility such as Safe Harbor, or Viking.

- b. The degree of noise, odor or other potential nuisance factors generated by the special exception use; and

Response: It is not anticipated that there will be any noise or odor impacts with the proposed marina. Marina uses are common in similar areas. As the proposed marina is only 12 slips, it has minimal impacts. Further, the marina will have rules and regulations to prohibit noise and odor. Further, the Owner plans to limit the hours of the marina daily from 6a-9p.

- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The twelve slips will have minimal traffic. Industry standards based on data from the U.S. Coast Guard has confirmed that only 15% of boats are used daily. This would equate to only 2 of the 12 boats potentially impacting traffic on a daily basis. Use of the slips by commercial vessels is not proposed.

Site Plan Review Criteria:

The Owner's proposal meets each of the required criteria for site plan review set forth in Section 27-175.

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

Response: The proposed development aligns with several Goals, Objectives, and Policies of the Town's Comprehensive Plan, as outlined in this Statement of Use.

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

Response: The only countywide regulation relates to traffic. As part of this application, the Owner will obtain traffic concurrency approval from Palm Beach County's Traffic Division.

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

Response: The subject development is compliant with all elements of the Town of Jupiter regulations and this code, as discussed throughout this statement. The Owner is not requesting any waivers or variances.

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

Response: The property is designated Commercial land use and is zoned C-2 General Commercial. C-2 is the most intensive zoning district in the town and intended for commercial development consistent with the property owners' development plan, as further discussed throughout this statement. The proposed redevelopment is consistent with the vision of the Town for the area as identified in the ROA for this otherwise ununified area of the Town, as discussed further throughout this statement.

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

Response: As demonstrated in the submitted traffic statement, no excessive increase in traffic will be generated with the proposed redevelopment. All applicable traffic performance standards are met.

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

Response: As this is an infill redevelopment project, adequate levels of service will be provided concurrent with the approved development. The submitted drainage and traffic statements show consistency with the applicable standards set forth by the respective reviewing authority. Further, the Town of Jupiter's Water and Stormwater Department will also be reviewing the above-mentioned documents ensuring compliance with this criterion.

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

Response: The proposed redevelopment will not significantly reduce light and air to the adjacent properties. The proposed buildings are positioned along the roadways and separated from adjacent properties.

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

Response: As discussed above, the proposed redevelopment will not adversely affect property values in the area. In fact, the proposed development will be a catalyst to the improvement of commercial and residential properties in the adjacent area resulting in an increase in property values.

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

Response: The proposed redevelopment will not pose any deterrent of surrounding properties desire to improve or redevelop in accordance with the existing regulations. To the contrary, it is an example showing that those properties can be redeveloped in accordance with these regulations and the development can act as a catalyst for other high-quality developments similar to that proposed.

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

Response: The development will not create any visual pollution. The proposed development will be enhancing an existing vacant property with high quality design. All sound generated from the proposed use will be within the requirements of the Town's Sound Ordinance.

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

Response: There are no negative impacts on natural systems or public facilities such as parks. The only adjacent system or facility is the canal. As noted throughout this statement, the proposal provides an upgrade to the marina and surrounding water quality.

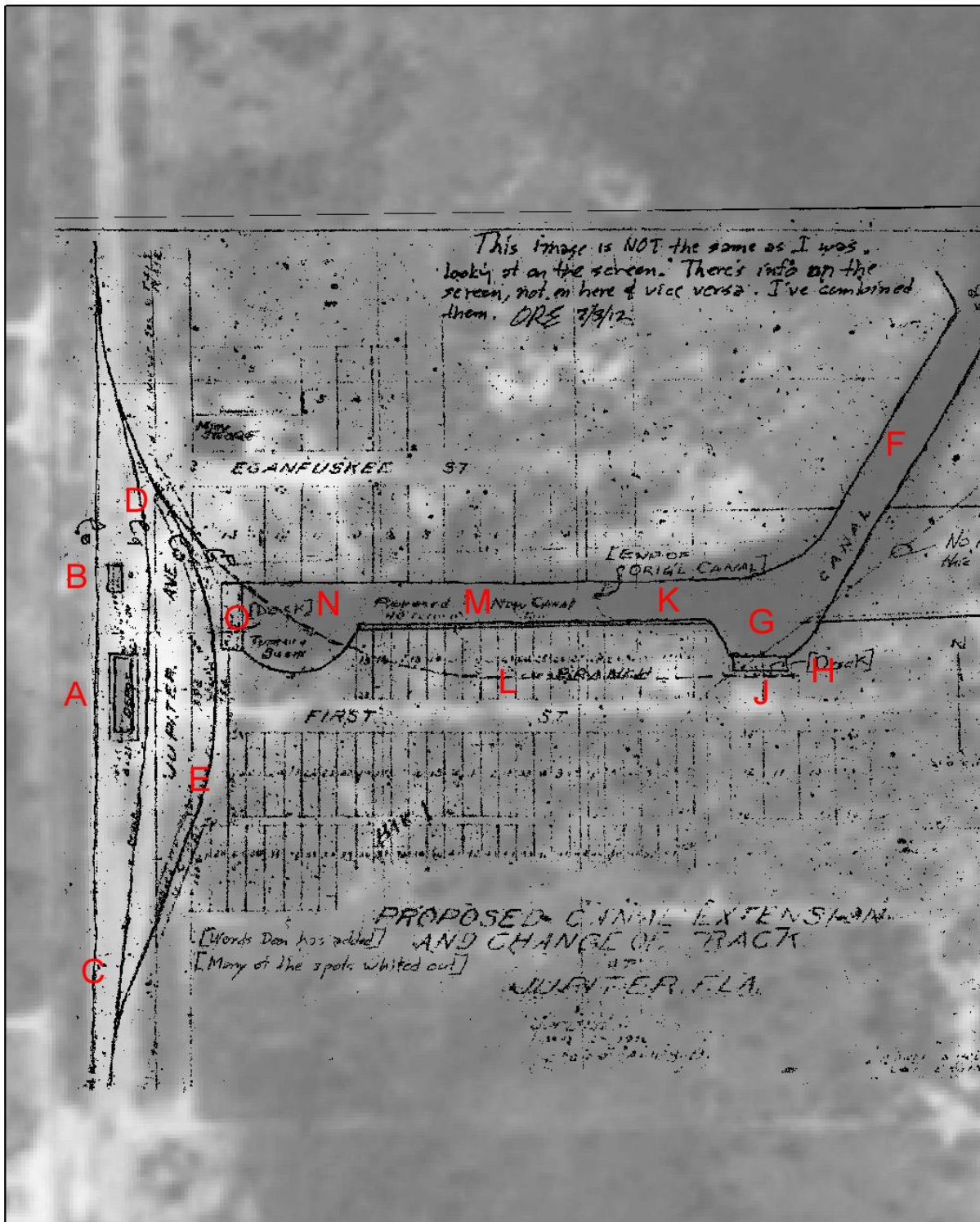
12. The proposed development provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: All required pedestrian amenities are provided for, as shown on the site plan.

Conclusion:

The Owner is excited to bring a much-needed high-quality development to this area of the Town that will provide for amenities for the community with a waterfront restaurant with outdoor seating, marina, and 2nd floor professional office. The Owner and their consultants have worked to propose a special redevelopment that could spur future quality development in the area. The development is consistent with all the requirements of the C-2 Zoning District and the Center Street/North Alternate A1A ROA, and incorporates the desired but not required elements of the ROA.

Jupiter FEC Railway Station and Canal (1916 Plat)



Sec. 27-1759. - General planning principles.

Those properties located within the Commercial, Neighborhood Districts (C-1), Commercial, General Districts (C-2), Commercial, Office Districts (C-3), Commercial, Restricted Districts (C-4), and Industrial, Park, Light Industry Districts (I-1) are eligible for the incentives provided for in this ROA. In order to qualify for incentives, the development or redevelopment project shall be consistent with and implement the following general planning principles:

- (1) The design and architecture shall be consistent with and shall preserve and enhance the historical commercial character of this area of the town;
- (2) The project shall provide for a collection of compatible, interrelated uses, including commercial retail space uses and services, contribute additional employment opportunities, and provide for opportunities for accessory residential where desired or appropriate;
- (3) Apply as many of the traditional neighborhood development planning principles listed in section 27-994 of the zoning chapter as feasible;
- (4) Orient existing commercial buildings such that the front of the buildings face the street upon which the buildings are located;
- (5) Provide on-street parking in front of and/or provide off-street parking along the side and rear of the building;
- (6) Preserve, accentuate and enhance the natural resources and specimen trees which exist upon those properties located along Alternate A1A, the Jupiter River, and other waterways within this ROA;
- (7) Provide for the orientation of new buildings and their entrances, windows and outdoor spaces such that these features front Alternate A1A;
- (8) Preserve, accentuate and enhance views from the waterways by prohibiting the location of service areas and dumpsters abutting the waterways and the Jupiter River.

(Code 1992, § 24-190; Ord. No. 32-10, § 2, 12-21-2010; Ord. No. 29-16, § 2(24-190), 5-16-2017)

Sec. 27-1760. - Land development regulations.

Those land development regulations which must be specifically met in this ROA, which differ from the underlying zoning district and shall be met, are as follows:

- (1) Setbacks and step-backs. A reduced front setback is permitted, provided 75 percent of the parking required for the use is provided on the side or to the rear of the property, not including on-street parking, as follows:
 - a. Street setbacks shall be a minimum of 20 feet.
 - b.

Buildings proposed at the minimum street setbacks set forth above shall not exceed two stories or 35 feet without adhering to the vertical building step-back envelope (the roofline shall not be considered to be within the vertical envelope). The step-back envelope of a building shall increase at a ratio of one foot to one foot (for every one foot of vertical run, one foot of horizontal) above 35 feet, not including the building height above the roof, or pole plate for trussed roof systems.

- c. Buildings that have existing nonconforming front setbacks may maintain their existing front setbacks so long as the fronts of the buildings are maintained as part of the properties' redevelopment. Buildings may include additional floors above the existing nonconforming front setback, upon the approval of the town council.
- (2) Landscape buffers. A reduced front landscape buffer is permitted, as follows:
- a. Buildings using the reduced street setback set forth above shall have a minimum street landscape buffer of five feet;
 - b. Buildings that have existing nonconforming front landscape buffers may maintain their existing front buffers so long as that portion of the front of the buildings is maintained as part of the redevelopment, and provided that street trees, large palms, planters, landscape islands, and/or foundation plantings are installed and maintained in locations approved by the town;
 - c. Where on-street parking is approved by the town, the street buffer may be reduced or eliminated to correspond with the parking, provided street trees, large palms, planters, landscape islands, and/or foundation plantings are installed and maintained in the right-of-way.
- (3) Green space. Properties whose percentage of green space does not comply with the underlying zoning district requirements may maintain their existing nonconforming green space so long as the properties' percentage of green space is ten percent or above. Those properties having less than ten percent green space shall submit landscape plans which shall provide sufficient landscape buffers, foundation plantings and landscaping to provide shade.
- (4) New or redeveloped buildings shall be designed such that they meet the following criteria:
- a. The building shall provide a front entrance on the street upon which the building is located;
 - b. The building's entrances shall be covered by awnings (temporary or permanent), and have a stoop, porch, and/or arcade;
 - c. The building's windows and outdoor spaces shall be oriented toward the street.
- (5) The owner shall preserve at least 50 percent of any specimen trees which exist on-site.
- (6) Properties along Alternate A1A with direct access to the Jupiter River or other waterways shall be redeveloped such that they engage the water. Service areas and dumpsters shall not abut

and be visible from the adjacent waterway.

(7) On-street parking is permitted within the rights-of-way of the following streets, provided it meets the regulations of section 27-2832:

- a. Old Dixie Highway, Seminole Avenue, Town Hall Avenue, and Orange Avenue: 90-degree and parallel parking permitted;
- b. Center Street: both reverse angle-in parking and parallel parking are permitted.

(Code 1992, § 24-191; Ord. No. 32-10, § 2, 12-21-2010; Ord. No. 29-16, § 2(24-191), 5-16-2017)

Sec. 27-564. - Use regulations.

- (a) *Uses by right.* In any Commercial, General District (C-2), land, buildings or premises may be used by right only for one or more of the following:
- (1) All retail or service stores or shops except convenience stores.
 - (2) All personal service or repair shops.
 - (3) Medical or dental clinics.
 - (4) Office buildings.
 - (5) Banking, finance or insurance business.
 - (6) Restaurant, tavern or lounge.
 - (7) Printing and publishing service.
 - (8) Day care and preschool facilities (See division 8 of article XI of this chapter).
 - (9) Swimming pools (See division 40 of article XI of this chapter).
 - (10) Nursery and greenhouse.
 - (11) Indoor recreation facilities.
 - (12) Veterinary clinic (See division 23 of article XI of this chapter).
 - (13) Museum and art gallery.
 - (14) Water-oriented uses.
 - (15) Accessory residential (See section 27-1913).
- (b) *Special exceptions.* The following uses may be permitted after review by the planning and zoning commission and provided the town council determines that the application meets the criteria contained in section 27-177, all other applicable provisions of law, and does not otherwise adversely affect the public:
- (1) Auto, marine, recreational vehicle, truck sales, mobile homes (new and used sale and rental facilities and lots) (See division 28 of article XI of this chapter).
 - (2) Wholesale outlets and distribution businesses.
 - (3) Shopping centers and/or retail with aggregate floor area of more than 20,000 square feet.
 - (4) Motel, hotel.
 - (5) Car wash.
 - (6) Self-service storage facilities.
 - (7) Marine facilities (See division 25 of article XI of this chapter).
 - (8) Outdoor recreation facilities, amusements (See division 30 of article XI of this chapter).
 - (9) Utility services and transmission towers (See division 43 of article XI of this chapter).
 - (10) Churches and funeral homes.

- (11) Recreational vehicle parks (See division 36 of article XI of this chapter).
- (12) Nursing homes and convalescent facilities (See division 29 of article XI of this chapter).
- (13) Automotive fueling stations (See division 37 of article XI of this chapter).
- (14) Hospital (See division 29 of article XI of this chapter).
- (15) Hospital, specialty (see division 29 of article XI of this chapter).
- (16) Theaters, indoor and drive-in.
- (17) Auction.
- (18) Cemeteries (See division 7 of article XI of this chapter).
- (19) Automobile repair station.
- (20) Public parking garage.
- (21) Club.
- (22) Helistop (See division 4 of article XI of this chapter).
- (23) Timesharing.
- (24) Fast food restaurant.
- (25) Public uses (See division 35 of article XI of this chapter).
- (26) Mobile home parks, subject to the provisions of chapter 12 and division 27 of article XI of this chapter.
- (27) Integrated health park (See division 22 of article XI of this chapter).
- (28) Convenience stores.
- (29) Assisted and independent living facilities (See division 6 of article XI of this chapter).
- (30) High-tech, laboratory and/or office research (in multi-story buildings).
- (31) Microbrewery.

(Code 1992, § 27-552; Ord. No. 10-88, §§ 507.2.A, 507.2.B, 3-1-1988; Ord. No. 5-97, § 3, 5-19-1998; Ord. No. 38-98, § 4, 11-17-1998; Ord. No. 37-99, § 12, 10-19-1999; Ord. No. 22-00, § 4, 2-20-2001; Ord. No. 14-02, § 3, 7-16-2002; Ord. No. 12-10, § 5, 2-16-2010; Ord. No. 15-10, § 5, 9-21-2010; Ord. No. 39-14, § 3, 2-17-2015; Ord. No. 44-14, § 5, 2-17-2015; Ord. No. 9-21, § 3, 6-15-2021)

Bowman

Jupiter Wharf Traffic Analysis

Palm Beach County, Florida

Bowman Project No. M22C42.01

Prepared for:

**Index Investment Group
Real Estate & Equity Investments
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July 31, 2024

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Jupiter Wharf Traffic Analysis

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July 31, 2024

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- APPENDIX B Traffic Data
- APPENDIX C Intersection Capacity Analysis Worksheets

Introduction

Bowman has completed a traffic analysis associated with the development of land located at the northeast corner of State Road 811 (Alternate A1A) and Old Jupiter Beach Road, in Jupiter, Florida. The 2.59-acre site is Parcel Control Number (PCN) 30-43-41-06-00-002-0260. The site is currently vacant land. The proposed development, with an anticipated buildout year of 2025, will include approximately 2,758 square feet of general office, a 3,376 square-foot restaurant with 1,210 square feet of outdoor seating area, and a boat dock with 12 berths. The site location is graphically depicted on **Figure 1**. The site plan and property appraiser data are attached in **Appendix A**.

The traffic impacts of the proposed development have been evaluated in accordance with Article 12 of the Palm Beach County Traffic Performance Standards (TPS) requirements.

Figure 1 Site Location



Traffic Volume Components

Roadway Capacities and Volumes

Roadway capacities and volumes were obtained from the TPS database and are included in **Appendix B**.

Project Trip Generation

Using information obtained from Palm Beach County, dated July 25, 2022, and ITE Trip Generation, 11th edition, trip generation estimates were developed for the proposed land uses. The trip generation analysis for daily, AM peak hour, and PM peak hour conditions is summarized in **Table 1**. The analysis indicates that the proposed development is anticipated to generate 336 daily trips, 30 AM peak hour trips, and 31 PM peak hour trips. Excerpts from Palm Beach County and ITE are included in Appendix B.

Table 1 Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			PASS-BY ⁽¹⁾				NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	%	IN	OUT	TOTAL
DAILY															
General Office	710	2,758 SF	T = 10.84 (X)	50%	50%	15	15	30	1	2	3	10%	14	13	27
High Turnover Restaurant	932	4,586 SF	T = 107.2 (X)	50%	50%	245	247	492	105	107	212	43%	140	140	280
Marina Boating Docks	420	12 Berths	T = 2.41 (X)	50%	50%	14	15	29	0	0	0	0%	14	15	29
TOTAL						274	277	551	106	109	215		168	168	336
AM PEAK HOUR															
General Office	710	2,758 SF	T = 1.52 (X)	88%	12%	4	0	4	0	0	0	10%	4	0	4
High Turnover Restaurant	932	4,586 SF	T = 9.57 (X)	55%	45%	24	20	44	10	9	19	43%	14	11	25
Marina Boating Docks	420	12 Berths	T = 0.07 (X)	33%	67%	0	1	1	0	0	0	0%	0	1	1
TOTAL						28	21	49	10	9	19		18	12	30
PM PEAK HOUR															
General Office	710	2,758 SF	T = 1.44 (X)	17%	83%	1	3	4	0	0	0	10%	1	3	4
High Turnover Restaurant	932	4,586 SF	T = 9.05 (X)	61%	39%	26	16	42	11	7	18	43%	15	9	24
Marina Boating Docks	420	12 Berths	T = 0.21 (X)	60%	40%	2	1	3	0	0	0	0%	2	1	3
TOTAL						29	20	49	11	7	18		18	13	31

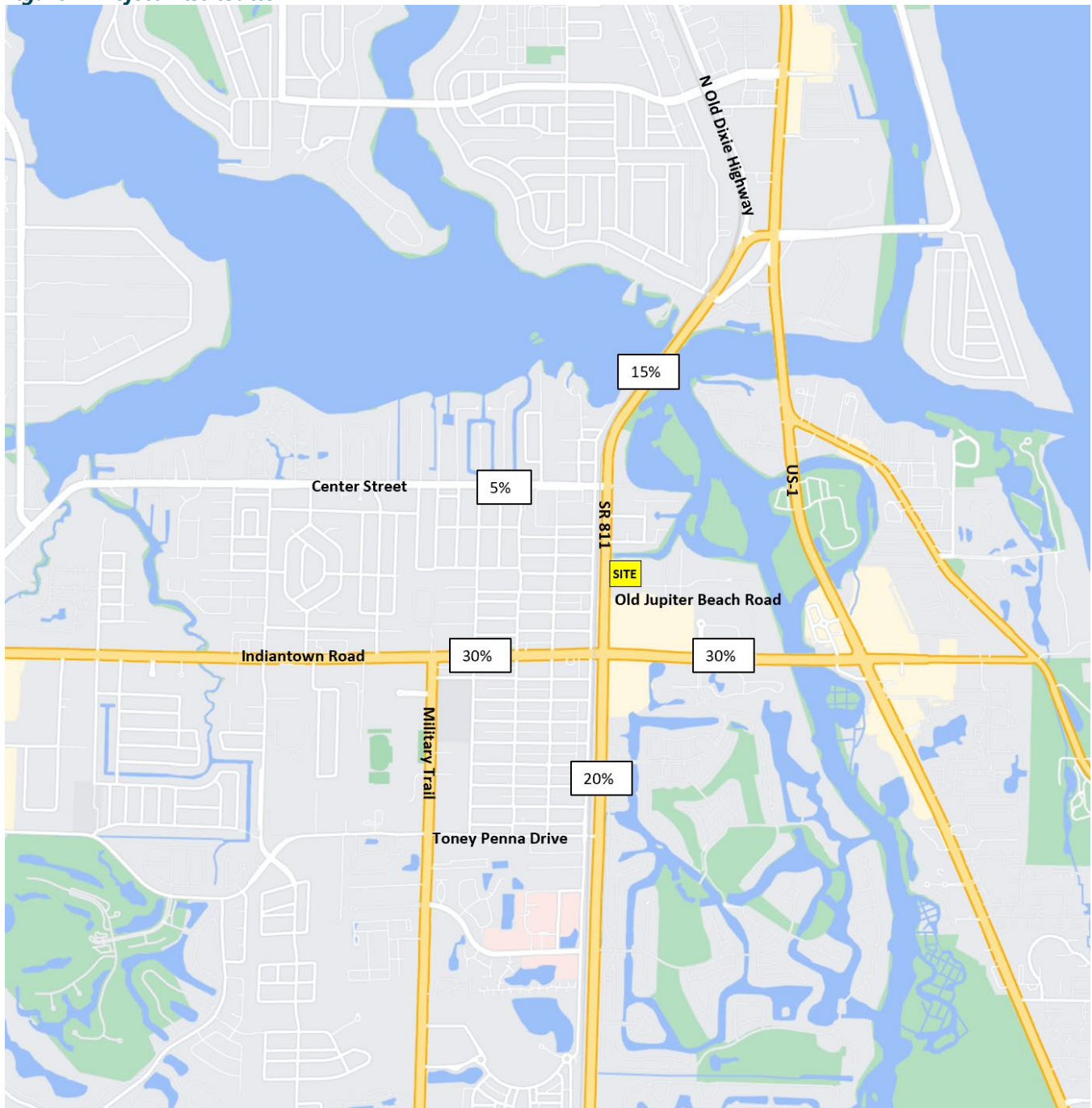
(1) Source: Palm Beach County Trip Generation Rates, Updated July 25, 2022 and ITE *Trip Generation Manual*, 11th Edition

Project Distribution

The distribution of project traffic was based on a review of the current travel pattern, existing roadway characteristics, existing land uses, connectivity of the surrounding roadway network, and location of major roadways. Driveway distributions were determined based on a review of available access to and from the site.

Figure 2 graphically depicts the general traffic distribution. The trip distribution percentages were applied to the net new peak hour trip generation to determine the project assignments on each of the roadway links within the project radius of influence.

Figure 2 Project Distribution



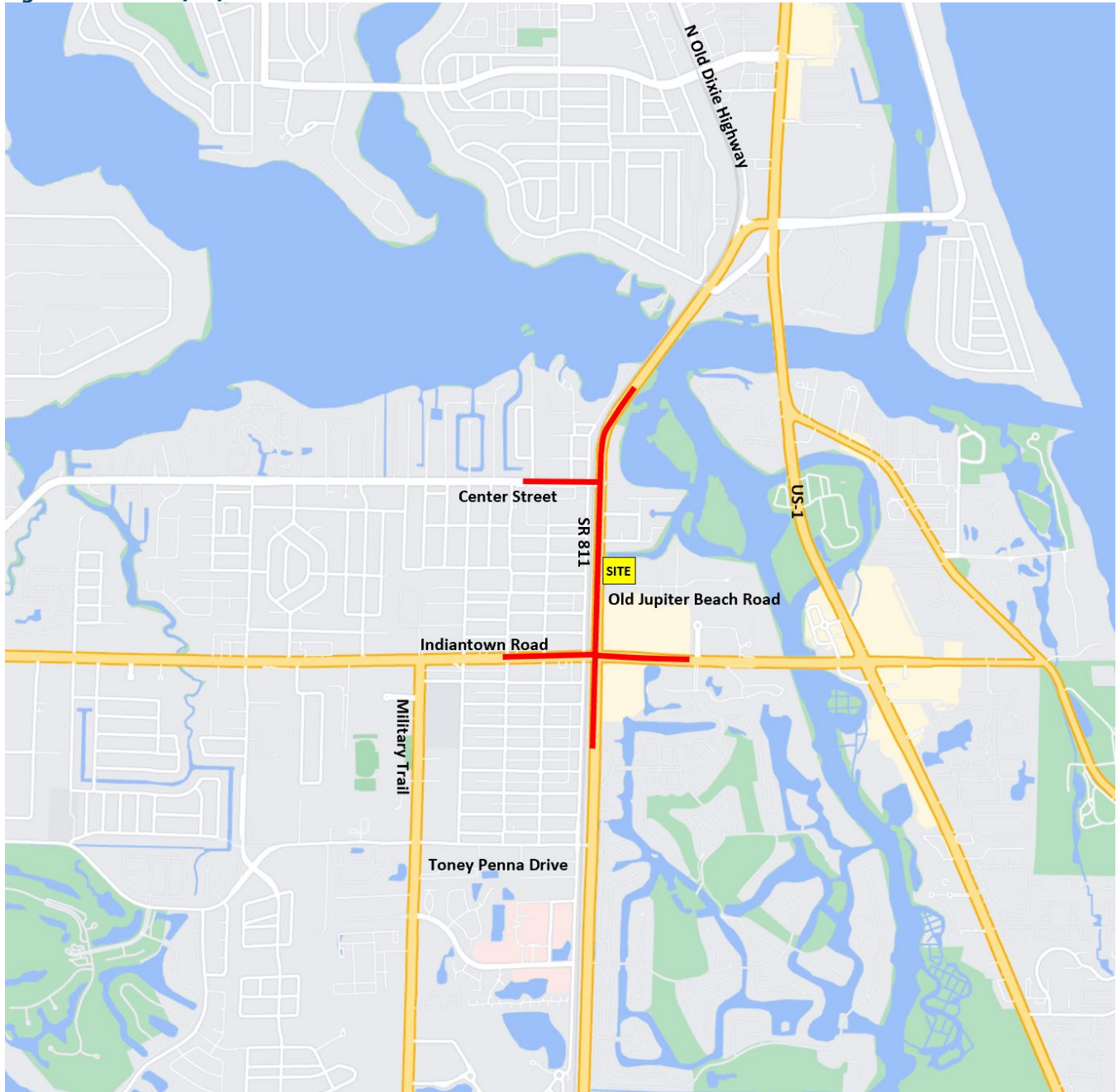
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Traffic Performance Standards

Radius of Influence

The proposed project will have a radius of influence of 0.5 miles, based on the TPS requirements as defined in Article 12 of the Unified Land Development Code. **Figure 3** identifies the major thoroughfare roadways within the radius of influence.

Figure 3 Radius of Influence



Test One – Part One: Intersection Analysis

Results of the analysis indicate that none of the roadway segments are expected to be significant during AM and PM peak hour conditions. Therefore, no intersection analysis is required.

Test One – Part Two: Roadway Links (Significance Analysis)

Significance was determined for all major roadways within the project radius of influence. For those roadways determined to be significant, link and/or intersection capacity analyses were performed in accordance with Article 12. For links where the project traffic is expected to be one (1) percent or more of the Level of Service (LOS) D roadway capacity threshold, the project will be considered significant on that link. **Table 2** and **Table 3** summarize the AM and PM peak hour significance analysis, respectively, for the roadway links within the radius of influence. Results of the analysis indicate that none of the roadway segments are expected to be significant during AM and PM peak hours.

Table 2 AM Peak Hour Significance Analysis – Test One

ROADWAY	FROM	TO	STATION NUMBER	FACILITY TYPE	DIR.	LOS "D" CAPACITY	INBOUND		OUTBOUND		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	SIG. IMPACT?
							PROJECT DIST.	PROJECT TRIPS	PROJECT DIST.	PROJECT TRIPS			
Alternate A1A/SR 811	Toney Penna Drive	Indiantown Road	1808	6LD	NB	2,940	20%	4	0%	0	4	0.14%	No
					SB	2,940	0%	0	20%	2	2	0.07%	No
	Indiantown Road	Old Jupiter Beach Road	1604	6LD	NB	2,680	80%	14	0%	0	14	0.52%	No
					SB	2,680	0%	0	65%	8	8	0.30%	No
	Old Jupiter Beach Road	Project Driveway	1604	6LD	NB	2,680	50%	9	0%	0	9	0.34%	No
					SB	2,680	20%	4	65%	8	12	0.45%	No
	Project Driveway	Eganfuskee Street	1604	6LD	NB	2,680	0%	0	100%	12	12	0.45%	No
Center Street	Eganfuskee Street	Center Street	1604	6LD	SB	2,680	20%	4	65%	8	12	0.45%	No
					SB	2,680	0%	0	70%	8	8	0.30%	No
Center Street	Center Street	N Old Dixie Highway	1800	6LD	NB	2,940	0%	0	15%	2	2	0.07%	No
					SB	2,940	15%	3	0%	0	3	0.10%	No
Indiantown Road	Alternate A1A/SR 811	Loxahatchee River Road	1803	2L	EB	1,180	5%	1	0%	0	1	0.08%	No
					WB	1,880	0%	0	20%	2	2	0.11%	No
Indiantown Road	US-1	Alternate A1A/SR 811	1807	6LD	EB	2,680	0%	0	30%	4	4	0.15%	No
					WB	2,680	30%	5	0%	0	5	0.19%	No
Indiantown Road	Alternate A1A/SR 811	Military Trail	1209	6LD	EB	2,680	30%	5	0%	0	5	0.19%	No
					WB	2,680	0%	0	15%	2	2	0.07%	No

Table 3 PM Peak Hour Significance Analysis – Test One

ROADWAY	FROM	TO	STATION NUMBER	FACILITY TYPE	DIR.	LOS "D" CAPACITY	INBOUND		OUTBOUND		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	SIG. IMPACT?
							PROJECT DIST.	PROJECT TRIPS	PROJECT DIST.	PROJECT TRIPS			
Alternate A1A/SR 811	Toney Penna Drive	Indiantown Road	1808	6LD	NB	2,940	20%	4	0%	0	4	0.14%	No
					SB	2,940	0%	0	20%	3	3	0.10%	No
	Indiantown Road	Old Jupiter Beach Road	1604	6LD	NB	2,680	80%	14	0%	0	14	0.52%	No
					SB	2,680	0%	0	65%	8	8	0.30%	No
	Old Jupiter Beach Road	Project Driveway	1604	6LD	NB	2,680	50%	9	0%	0	9	0.34%	No
					SB	2,680	20%	4	65%	8	12	0.45%	No
	Project Driveway	Eganfuskee Street	1604	6LD	NB	2,680	0%	0	100%	13	13	0.49%	No
Center Street	Eganfuskee Street	Center Street	1604	6LD	SB	2,680	20%	4	65%	8	12	0.45%	No
					SB	2,680	0%	0	70%	9	9	0.34%	No
Center Street	Center Street	N Old Dixie Highway	1800	6LD	NB	2,940	0%	0	15%	2	2	0.07%	No
					SB	2,940	15%	3	0%	0	3	0.10%	No
Center Street	Alternate A1A/SR 811	Loxahatchee River Road	1803	2L	EB	1,180	5%	1	0%	0	1	0.08%	No
					WB	1,880	0%	0	20%	3	3	0.16%	No
Indiantown Road	US-1	Alternate A1A/SR 811	1807	6LD	EB	2,680	0%	0	30%	4	4	0.15%	No
					WB	2,680	30%	5	0%	0	5	0.19%	No
Indiantown Road	Alternate A1A/SR 811	Military Trail	1209	6LD	EB	2,680	30%	5	0%	0	5	0.19%	No
					WB	2,680	0%	0	15%	2	2	0.07%	No

Test One – Part Two: Roadway Links (Link Analysis)

Roadway capacity analysis is not required because none of the links were determined to be significantly impacted. Therefore, the project passes Test One.

Test Two – Five-Year Analysis (Significance Analysis)

Test Two considers the five-year analysis. Significance was determined for all major roadways within the project radius of influence. For those roadways determined to be significant, link and/or intersection capacity analyses were performed in accordance with Article 12. The LOS standard for Test Two is LOS E. For links where the project traffic is expected to be three (3) percent or more of the LOS E roadway capacity threshold, the project will be considered significant on that link. **Table 4** and **Table 5** summarize the significance analysis for AM and PM peak hour conditions, respectively. Results of the analysis indicate that none of the roadway segments are expected to be significant during AM and PM peak hour conditions.

Table 4 AM Peak Hour Significance Analysis – Test Two

ROADWAY	FROM	TO	STATION NUMBER	FACILITY TYPE	DIR.	LOS "E" CAPACITY	INBOUND		OUTBOUND		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	SIG. IMPACT?
							PROJECT DIST.	PROJECT TRIPS	PROJECT DIST.	PROJECT TRIPS			
Alternate A1A/SR 811	Toney Penna Drive	Indiantown Road	1808	6LD	NB	2,940	20%	4	0%	0	4	0.14%	No
					SB	2,940	0%	0	20%	2	2	0.07%	No
	Indiantown Road	Old Jupiter Beach Road	1604	6LD	NB	2,830	80%	14	0%	0	14	0.49%	No
					SB	2,830	0%	0	65%	8	8	0.28%	No
	Old Jupiter Beach Road	Project Driveway	1604	6LD	NB	2,830	50%	9	0%	0	9	0.32%	No
					SB	2,830	20%	4	65%	8	12	0.42%	No
	Project Driveway	Eganfuskee Street	1604	6LD	NB	2,830	0%	0	100%	12	12	0.42%	No
Center Street	Eganfuskee Street	Center Street	1604	6LD	SB	2,830	20%	4	70%	8	8	0.28%	No
					SB	2,830	20%	4	35%	4	8	0.28%	No
	Center Street	N Old Dixie Highway	1800	6LD	NB	2,940	0%	0	15%	2	2	0.07%	No
Indiantown Road					SB	2,940	15%	3	0%	0	3	0.10%	No
	Center Street	Alternate A1A/SR 811	1803	2L	EB	1,180	5%	1	0%	0	1	0.08%	No
					WB	1,880	0%	0	20%	2	2	0.11%	No
Indiantown Road	US-1	Alternate A1A/SR 811	1807	6LD	EB	2,830	0%	0	30%	4	4	0.14%	No
					WB	2,830	30%	5	0%	0	5	0.18%	No
	Alternate A1A/SR 811	Military Trail	1209	6LD	EB	2,830	30%	5	0%	0	5	0.18%	No
					WB	2,830	0%	0	15%	2	2	0.07%	No

Table 5 PM Peak Hour Significance Analysis – Test Two

ROADWAY	FROM	TO	STATION NUMBER	FACILITY TYPE	DIR.	LOS "D" CAPACITY	INBOUND		OUTBOUND		TOTAL PROJECT TRIPS	PROJECT SIGNIFICANCE	SIG. IMPACT?
							PROJECT DIST.	PROJECT TRIPS	PROJECT DIST.	PROJECT TRIPS			
Alternate A1A/SR 811	Toney Penna Drive	Indiantown Road	1808	6LD	NB	2,940	20%	4	0%	0	4	0.14%	No
					SB	2,940	0%	0	20%	3	3	0.10%	No
	Indiantown Road	Old Jupiter Beach Road	1604	6LD	NB	2,830	80%	14	0%	0	14	0.49%	No
					SB	2,830	0%	0	65%	8	8	0.28%	No
	Old Jupiter Beach Road	Project Driveway	1604	6LD	NB	2,830	50%	9	0%	0	9	0.32%	No
					SB	2,830	20%	4	65%	8	12	0.42%	No
	Project Driveway	Eganfuskee Street	1604	6LD	NB	2,830	0%	0	100%	13	13	0.46%	No
Center Street	Eganfuskee Street	Center Street	1604	6LD	SB	2,830	20%	4	65%	8	12	0.42%	No
					NB	2,830	0%	0	70%	9	9	0.32%	No
	Center Street	N Old Dixie Highway	1800	6LD	SB	2,830	20%	4	35%	5	9	0.32%	No
Center Street					NB	2,940	0%	0	15%	2	2	0.07%	No
					SB	2,940	15%	3	0%	0	3	0.10%	No
	Center Street	Alternate A1A/SR 811	1803	2L	EB	1,180	5%	1	0%	0	1	0.08%	No
Indiantown Road					WB	1,880	0%	0	20%	3	3	0.16%	No
	US-1	Alternate A1A/SR 811	1807	6LD	EB	2,830	0%	0	30%	4	4	0.14%	No
					WB	2,830	30%	5	0%	0	5	0.18%	No
Indiantown Road	Alternate A1A/SR 811	Military Trail	1209	6LD	EB	2,830	30%	5	0%	0	5	0.18%	No
					WB	2,830	0%	0	15%	2	2	0.07%	No

Test Two – Five-Year Analysis (Link Analysis)

Roadway capacity analysis is not required because none of the links were determined to be significantly impacted. Therefore, the project passes Test Two.

Intersection Capacity Analysis

Intersection capacity analysis was performed for the intersection of SR-811/Alternate A1A and Old Jupiter Beach Road. The turning movement counts for movements to/from Old Jupiter Beach Road were collected on Tuesday, March 28, 2023, from 7:00 to 9:00 AM, and 4:00 to 6:00 PM. The counts for through movements for 2023 Existing and 2025 Background Conditions were based on TPS link volume data. 2025 Total volumes were obtained by adding the background volumes and project trips at the intersection. The volume table and turning movement data are included in **Appendix C**.

Intersection capacity analysis was performed for AM and PM peak hour conditions using Synchro 11 software. The intersection is currently unsignalized. Old Jupiter Beach Road is controlled by a stop sign and SR-811 is uncontrolled. The Highway Capacity Manual (HCM) 6th Edition outputs from Synchro were used. The intersection capacity analysis worksheets are included in Appendix C. The adopted Level of Service (LOS) for roadways and intersections is LOS D. Results of the AM and PM peak hour intersection capacity analyses are summarized in **Table 6** and indicate that the study intersection is currently operating, and is expected to operate, at an overall acceptable LOS for both AM and PM hours in Existing, Background, and Total conditions. The westbound approach currently operates, and will continue to operate, at an unacceptable level of service. The delays are expected at the minor approach of an unsignalized intersection. No project traffic is being added to the westbound approach.

A detailed intersection capacity analysis summary table with 95th percentile queues is included in Appendix C. Results of the queue analysis indicate that the turn lanes currently have, and are expected to continue to have, adequate storage length to accommodate the 95th percentile queues. The existing queues were validated based on field observations. The maximum 95th percentile queue for the westbound left turn in the Existing, Background, and Total conditions is approximately two (2) vehicles. Therefore, no additional vehicles are expected in the queue for the westbound left turn movement as a result of the addition of project trips on Alternative A1A.

Table 6 Intersection Capacity Analysis Summary

Intersection	Conditions	Time	Level of Service							
			Overall		WB		NB		SB	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
Old Jupiter Beach Road @ SR-811/Alternate A1A	Existing	AM	A	0.3	E	41.2	A	0.0	A	0.1
		PM	A	0.9	F	122.3	A	0.0	A	0.5
	Background	AM	A	0.4	E	48.4	A	0.0	A	0.1
		PM	A	1.2	F	175.6	A	0.0	A	0.6
	Total	AM	A	0.4	E	49.8	A	0.0	A	0.1
		PM	A	1.4	F	186.6	A	0.0	A	0.8

Turn Lane Evaluation

The proposed site will be served by one (1) right-in, right-out driveway (north driveway) connection to SR-811/ Alternate A1A and one (1) inbound-only driveway connection to Old Jupiter Beach Road. Old Jupiter Beach Road connects to SR-811 as a T-intersection with a full median opening. Old Jupiter Beach Road has two approach lanes (one (1) exclusive right-turn and one (1) exclusive left-turn) and one (1) departure lane at SR-811. The proposed project distribution and assignments for net new, pass-by, and total trips are graphically shown on **Figure 4**, **Figure 5**, and **Figure 6**, respectively. The daily and peak-hour turning movements volumes for the site driveways and the intersection of SR-811 and Old Jupiter Beach Road were assigned based on the trip generation and distribution data.

The project's north driveway and Old Jupiter Beach Road connect to SR-811, which is a state-maintained road. Consequently, a pre-application approval letter was obtained from the Florida Department of Transportation (FDOT) for the required access and turn lane requirements. No right turn lanes were requested at the project driveway to SR-811 or at the Old Jupiter Beach Road/SR-811 intersection. The FDOT pre-application letter is included in Appendix A.

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Figure 4 Net New Project Distribution and Assignment

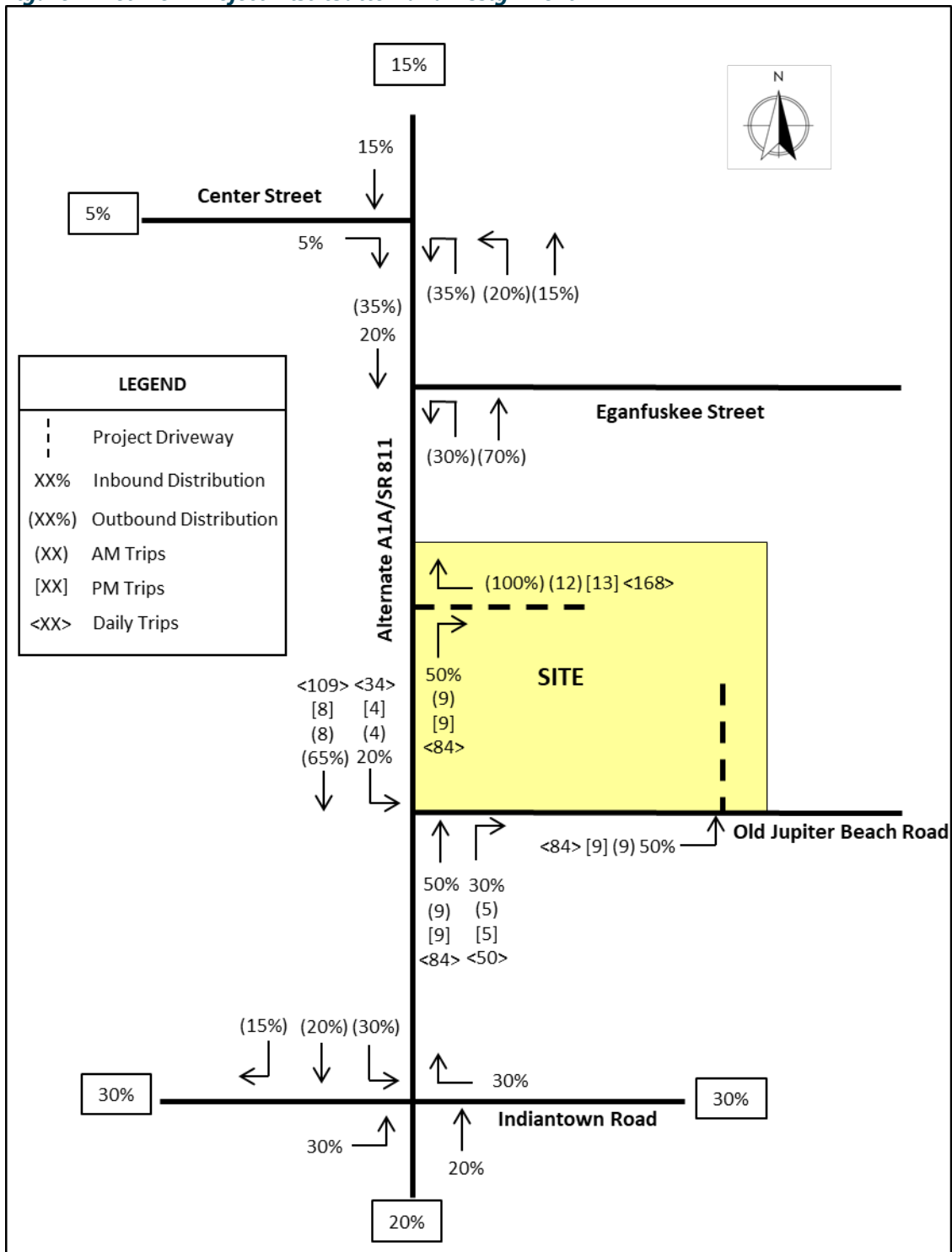


Figure 5 Pass-By Project Distribution and Assignment

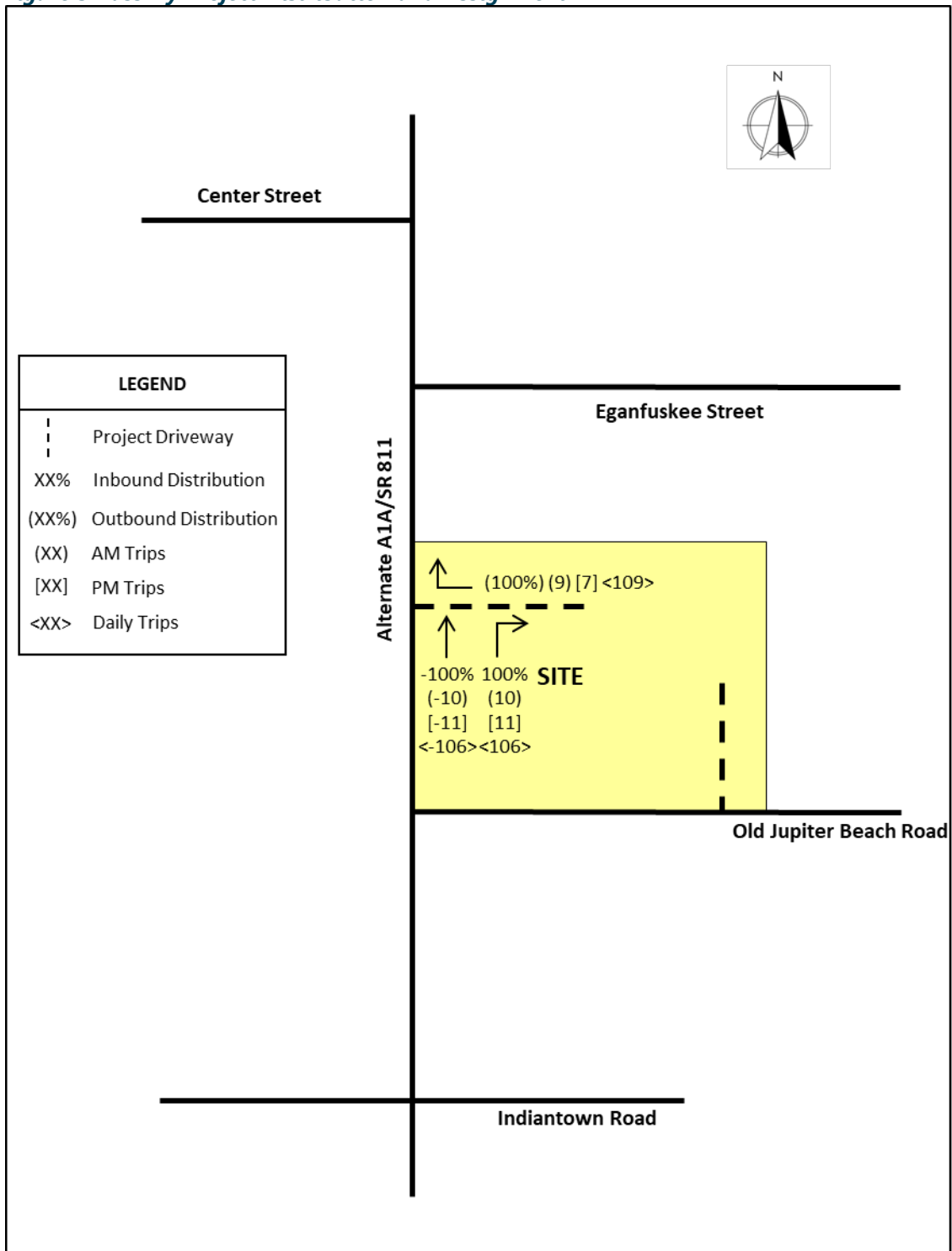
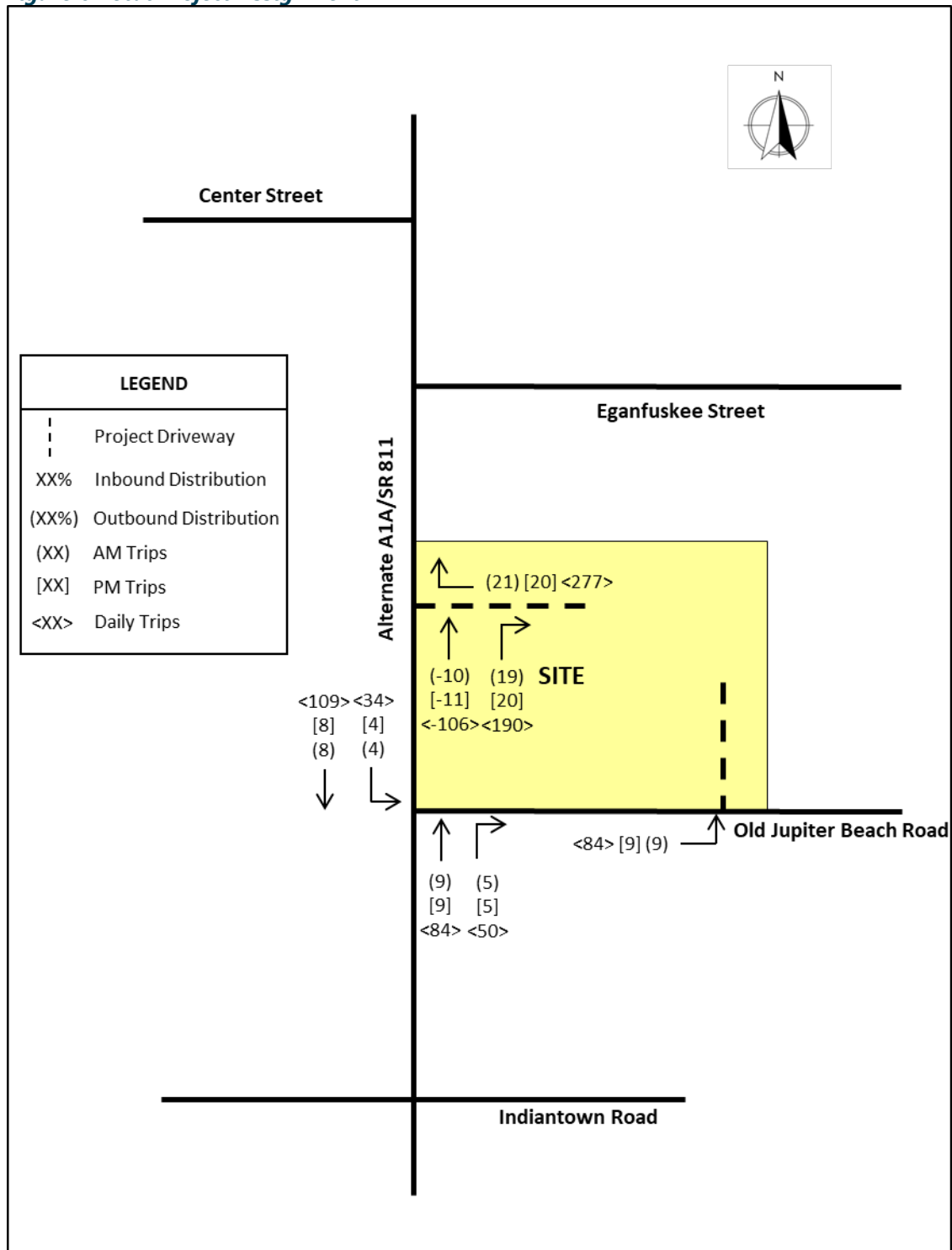


Figure 6 Total Project Assignment



Conclusions

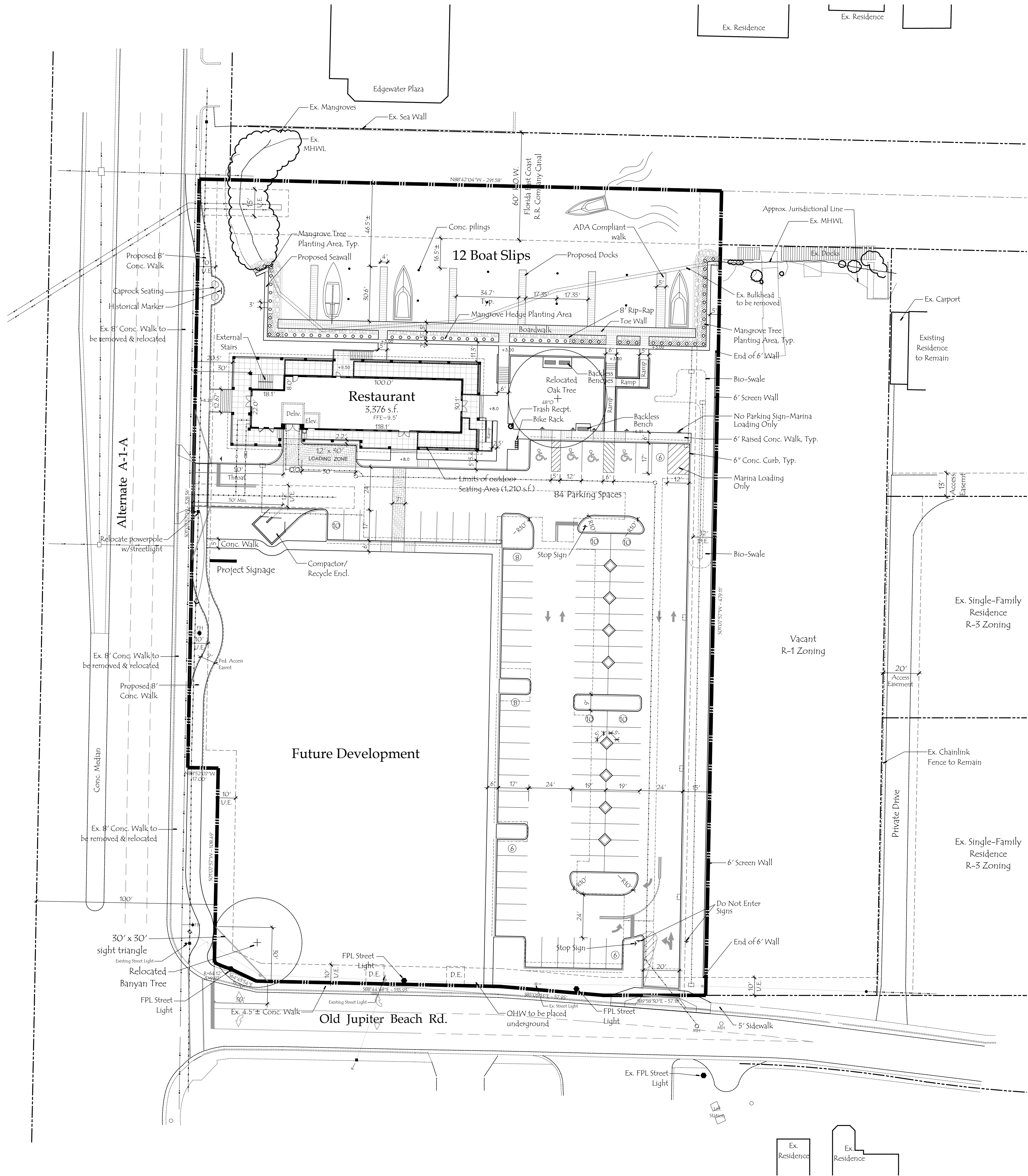
Bowman has analyzed the potential traffic impacts associated with the development of land located at the northeast corner of State Road 811 (Alternate A1A) and Old Jupiter Beach Road, in Jupiter, Florida. The site is currently vacant land. The proposed development, with an anticipated buildout year of 2025, will include approximately 2,745 square feet of general office, a 3,376 square-foot restaurant, and a boat dock with 12 berths.

The analysis indicates that this project meets all the test requirements of the Palm Beach County TPS. The intersection capacity analysis indicates that the study intersection is currently operating, and is expected to continue to operate, at an acceptable LOS for both AM and PM hours in Existing, Background, and Total conditions. A pre-application approval letter was obtained from the FDOT for the required access connections. No right turn lanes were requested at the project driveway to SR-811 or at Old Jupiter Beach Road.

Appendix A

Site Plan, Property Appraiser Data, & Pre-Application Letter

N:\Flagler Wharf\Drawing Files\RESTAURANT PLANS\5th Submittal\Flagler Wharf 7-19-24.dwg, 7/17/2024 8:47:56 AM, DWG To PDF.pc3



Site Data-Commercial

Existing Land Use	Commercial
Existing Zoning	C-2; General Commercial District
Redevelopment Overlay Area	Center Street/N. Alt. A-1-A
Total Site Area	2.95 Acres; 128,414.98 s.f.
Existing Submerged Lands	.38 Acres; 16,614 s.f.
Proposed Submerged Lands	.53 Acres; 23,112 s.f.
Existing Uplands	2.57 Acres; 111,800.98 s.f.
Proposed Uplands	2.42 Acres; 105,302.98 s.f.
Allowable Building Height	50' or 60' if parking below
Greenspace Required	30% Min.; 31,591 s.f.
Greenspace Provided	55,980 s.f.; 53.2% (incl. Alt. A-1-A walk in property & does not incl. water area)
Lot Coverage Allowable	35% Max.
Lot Coverage Provided	7.1%, 7,462 s.f.

Building Data

Waterfront Cafe	3,376 s.f.
Outdoor Seating	1,210 s.f.
Prof. Office	2,758 s.f.
Total Area	7,344 s.f.

Building Setbacks

	Required	Provided
* Front (Alt. A-1-A)	20'	20.5'
Side Interior (North)	10'	11.3' to MHWL
* Side Corner (Old Jup. Bch. Rd.)	20'	298.7'
Rear (East)	30'	132.5'

* Street setbacks shall be a min. of 20' with 1:1 setback over 35'.

Parking Data

Parking Required:			
Restaurant	3,376 s.f.	1 sp./85 s.f.	39.72 Spaces
Outdoor Seating	1,210 s.f.	1 sp./85 s.f.	14.24 Spaces
Prof. Office	2,758 s.f.	1 sp./250 s.f.	11.03 Spaces (not incl. 195 sf lobby)
Private Docks	12 Slips	1 sp./slip	12 Spaces
Code Parking Required:			77 Spaces
Parking Provided:			84 Spaces
Handicap Parking Required			4 Spaces
Handicap Parking Provided			4 Spaces

Pedestrian Amenity Data

	Required	Provided
Bike Racks (1 per 12,500 s.f.)	1 (5 bikes)	1 (8 bikes)
Benches (1 per 12,500 s.f.)	1	3
Trash Receptacles (1 per 25,000 s.f.)	1	1

Living Shoreline Data

Length of Proposed Bulkhead	347 LF
Plantable Length of Bulkhead	325 LF
LF of Mangrove Tree Plantings	164 LF (50.5%)
LF of Mangrove Hedge Plantings	161 LF (49.5%) Max. 6' ht. from MHWL

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& PLANNING

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Suite 101
Jupiter, Florida 33458
561-575-9557
www.2GHO.com

Flagler Wharf Jupiter, Florida

Designed: MTH.
Drawn: MTH.
Approved: GGG MTH.EMO
Date: 3/4/24
Job no.:
Revisions: 5/29/24
6/20/24
6/28/24

Seal

LC C000177

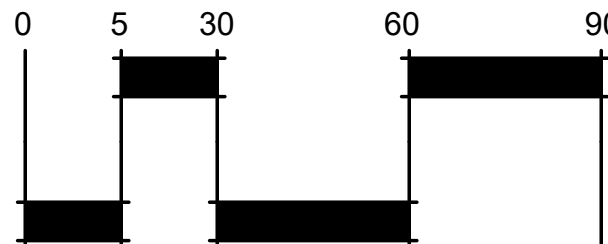
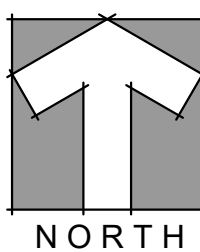
Sheet Title:
Site
Development
Plan

Scale: 1" = 30'

Sheet No.

SP-1

00-0000



Location Address 401 N ALTERNATE A1A 1**Municipality** JUPITER**Parcel Control Number** 30-43-41-06-00-002-0260**Subdivision****Official Records Book** 33141**Page**14**Sale Date** DEC-2021

Legal Description 6-41-43, S 440 FT OF N 1560 FT OF W 374.5 FT OF GOV LT
2 LYG S OF & ADJ TO FEC RR CANAL R/W (LESS W 83
FT, SLY 110.17 FT OF E 17 FT OF W 100 FT ALT A-1-A &
SLY 50 FT OLD JUPITER BEACH RD R/WS) & PT OF FEC
RR CNL LYG N OF & ADJ TO IN OR20071P1703

OwnersFLAGLER WHARF REAL ESTATE
LLC**Mailing address**1000 N US HIGHWAY 1 STE 902
JUPITER FL 33477 4451

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2021	\$100	33141 / 00014	QUIT CLAIM	FLAGLER WHARF REAL ESTATE LLC
FEB-2020	\$0	31206 / 00335	QUIT CLAIM	FLAGLER WHARF REAL ESTATE LLC
APR-2016	\$10	28285 / 00798	QUIT CLAIM	OJB PARK LLC
MAR-2016	\$1,775,000	28215 / 00761	WARRANTY DEED	OJB PARK LLC
SEP-2014	\$2,000,200	27052 / 00957	CERT OF TITLE	LSREF2 BARON LLC

1 2 3

No Exemption Information Available.

Number of Units 0***Total Square Feet** 0**Acres** 2.70**Use Code** 1000 - VACANT
COMMERCIAL**Zoning** C2 - Commercial, General (30-
JUPITER)

Tax Year	2022	2021	2020
Improvement Value	\$7,344	\$6,510	\$6,548
Land Value	\$2,352,280	\$2,033,546	\$2,033,546
Total Market Value	\$2,359,624	\$2,040,056	\$2,040,094

All values are as of January 1st each year

Tax Year	2022	2021	2020
Assessed Value	\$2,359,624	\$2,040,056	\$2,040,094
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$2,359,624	\$2,040,056	\$2,040,094

Tax Year	2022	2021	2020
Ad Valorem	\$42,347	\$37,585	\$38,192
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$42,347	\$37,585	\$38,192



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
July 7, 2023

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – July 7, 2024
THIS LETTER IS NOT A PERMIT APPROVAL

Djami Auguste
Bowman Consulting Ltd.
301 SE Ocean Blvd Suite 301
Stuart, FL 34994

Dear Djami Auguste:

RE: Pre-application Review for **Category D Safety Upgrade Driveway**, Pre-application Meeting Date: **November 3, 2022**
Palm Beach County - Jupiter; SR 811; Sec. # 93090000; MP: 10.5; Access Class - 5;
Posted Speed - 45; SIS - No; FDOT Ref. Project:

Request: Right-in/right-out driveway on the east side of SR 911 approximately 310 feet north of Old Jupiter Beach Road .

SITE SPECIFIC INFORMATION

Project Name & Address: **Jupiter ALF – 26.93798, -80.09252, 401 N Alternate A1A 1, Jupiter FL**
Property Owner: **Flagler Wharf Real Estate LLC**; Parcel Size: **3.70 Acres**
Development Size: **3,200 SF Restaurant, 22,171 SF Medical Office, 12,880 SF General Office, 3 Low-Rise Multifamily Residential, 13 Slips Public Docks, and 1,741 SF of Small Office Building.**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 50 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Carina Harvey
2023.07.07
10:35:46 -
04'00'

Carina Harvey
District Access Management Manager

cc: Patricia Moore

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-11-03 & AMRC\Pre-app 3. 93090000 MP 10.5 SR 811_Jupiter ALF\93090 MP 10.5 SR 811_Jupiter ALF.docx

Appendix B

Traffic Data

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17 ^a	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue ^b	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA) ^h	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA) ^h	710	1000 S.F.	$\ln(T) = 0.87 \ln(X) + 3.05$	10%	88/12	$\ln(T) = 0.86 \ln(X) + 1.16$	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	$T=42.97(X)-108.01$	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre ^c	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
Services	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88 ^d	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store ^e	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated) ^g	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

- a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12))
- b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split
- c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.
- d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)
- e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.
- f) Use PM rates
- g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.
- h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

Land Use: 420

Marina

Description

A marina is a public or private facility that provides docks and berths for boats and may include limited retail and restaurant space.

Additional Data

The sites were surveyed in the 1980s in Connecticut and Washington.

Source Numbers

123, 265

Marina (420)

Vehicle Trip Ends vs: Berths
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Berths: 939

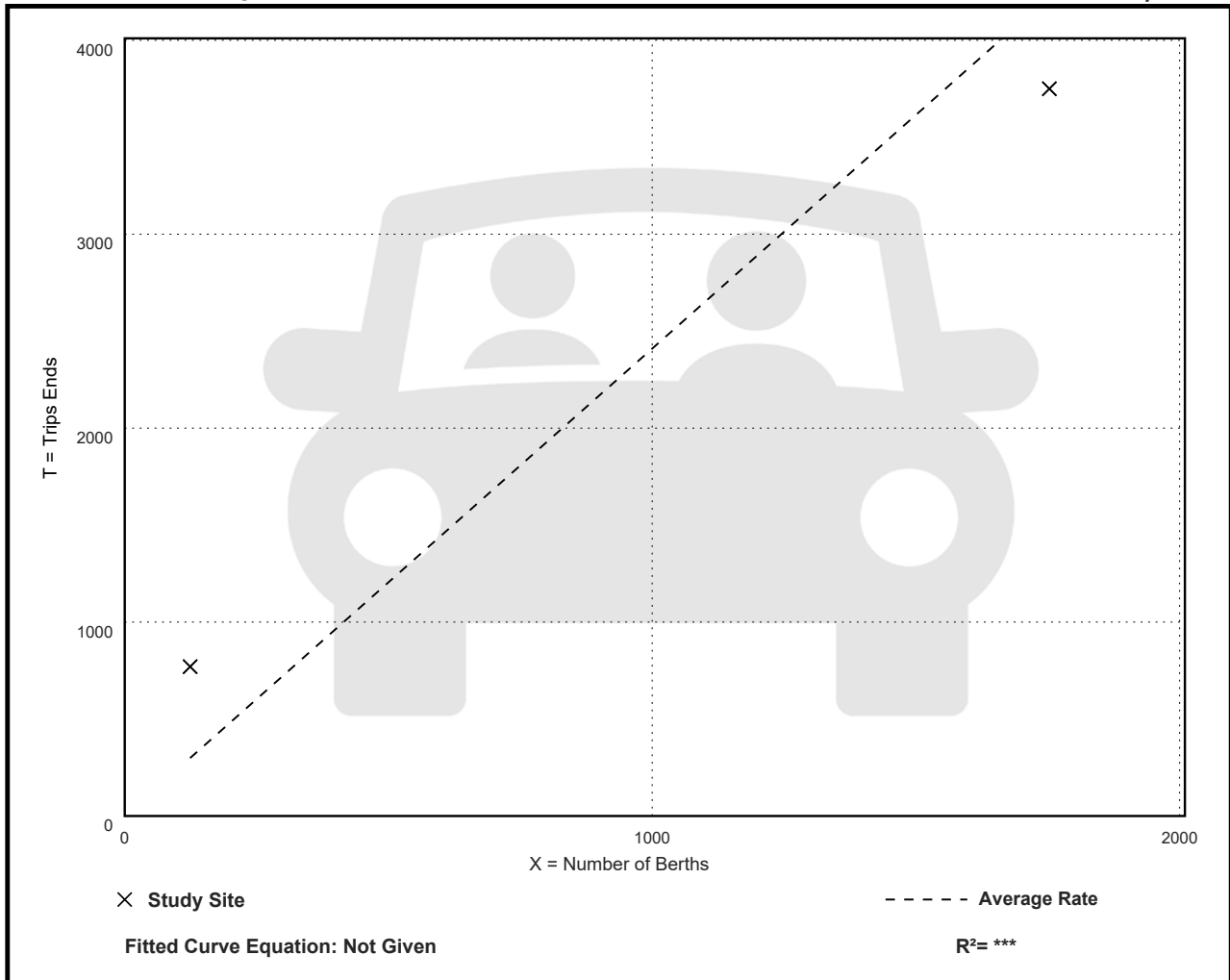
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.41	2.14 - 6.21	***

Data Plot and Equation

Caution – Small Sample Size



Marina (420)

Vehicle Trip Ends vs: Berths

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Berths: 300

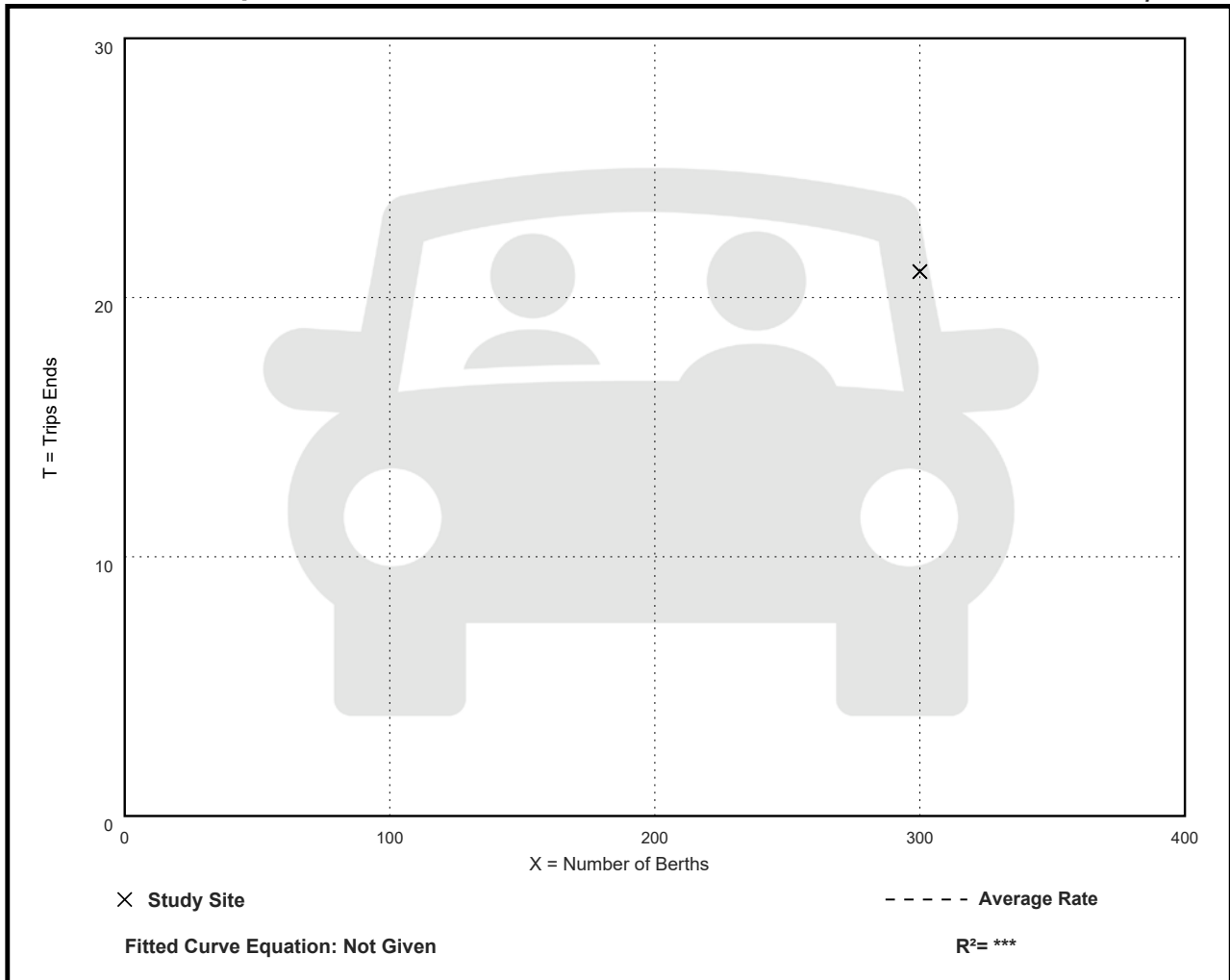
Directional Distribution: 33% entering, 67% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.07	0.07 - 0.07	***

Data Plot and Equation

Caution – Small Sample Size



Marina (420)

Vehicle Trip Ends vs: Berths

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Berths: 300

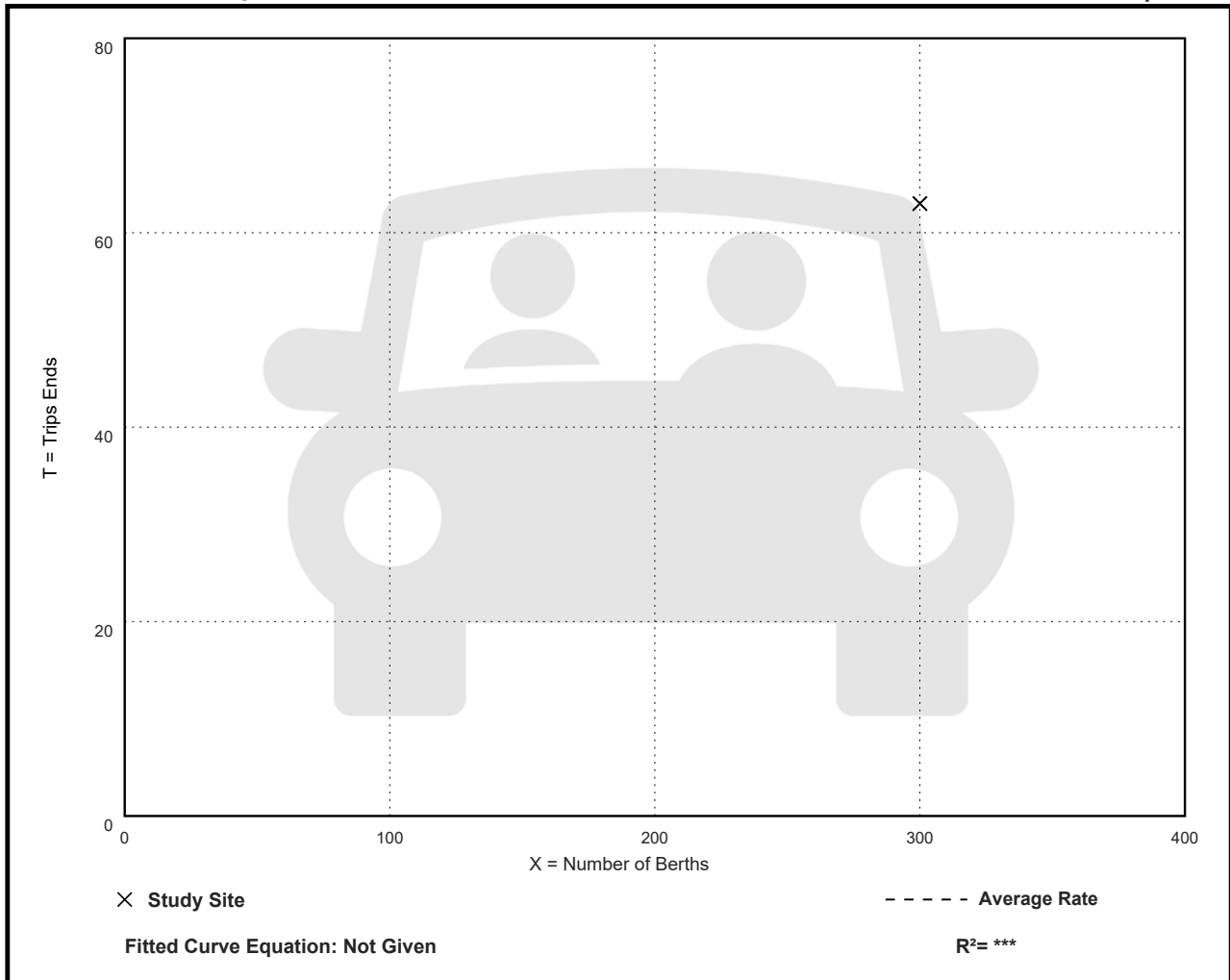
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.21	0.21 - 0.21	***

Data Plot and Equation

Caution – Small Sample Size



A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: Center St			STATION: 1803		Report Created		
	CURRENT YEAR: 2020			FROM: Midpoint		12/15/2022		
	ANALYSIS YEAR: 2025			TO: Old Dixie Hwy				
	GROWTH RATE: -0.19%			COUNT DATE: 1/13/2020				
				PSF: 1				

	Link Analysis					
	AM			PM		
Time Period	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Direction						
Existing Volume	1358	728	651	1469	642	873
Peak Volume	1358	728	651	1469	642	873
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1358	728	651	1469	642	873

Committed Developments							Type	% Complete
Lakewood	8	5	3	9	4	5	Res	55%
Harbourside	0	0	0	0	0	0	NR	100%
Bluewater Plaza	1	1	0	2	1	1	NR	0%
Thelma Avenue Offices	0	0	0	0	0	0	NR	100%
Seagrape Plaza	1	1	1	9	4	5	NR	50%
Fishermans Wharf	0	0	0	1	1	1	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Hawkeye	24	3	21	26	23	3	NR	0%
Power Systems	2	0	1	1	1	0	NR	54%
Love Street	0	0	0	3	2	1	NR	0%
Coconut Cove	0	0	0	0	0	0	Res	100%
Villa Diamante	0	0	0	0	0	0	Res	100%
320 Hibiscus St	6	3	3	5	2	2	NR	0%
Center Park Commercial Center	10	2	8	37	22	15	NR	79%
Home Depot Plaza	4	2	2	6	3	3	NR	75%
Island Way South	1	0	0	1	1	0	Res	0%
Beacon Park	8	2	6	10	7	3	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
Sperry Project	3	1	1	6	3	3	Res	0%
Total Committed Developments	68	21	47	117	75	43		
Total Committed Residential	20	9	11	28	17	13		
Total Committed Non-Residential	48	12	36	89	58	30		
Double Count Reduction	5	2	3	7	4	3		
Total Discounted Committed Developments	63	19	44	110	71	40		
Historical Growth	-13	-7	-6	-14	-6	-8		
Comm Dev+1% Growth	132	56	77	185	104	85		
Growth Volume Used	132	56	77	185	104	85		
Total Volume	1490	784	728	1654	746	958		

Lanes	2L					
LOS D Capacity	1990	1180	1180	1990	1180	1180
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1990	1180	1180	1990	1180	1180
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: Center St STATION: 1803 Report Created
 CURRENT YEAR: 2020 FROM: Loxahatchee River Rd 12/15/2022
 ANALYSIS YEAR: 2025 TO: Midpoint
 GROWTH RATE: -0.19% COUNT DATE: 1/13/2020
 PSF: 1

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1358	728	651	1469	642	873
Peak Volume	1358	728	651	1469	642	873
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1358	728	651	1469	642	873

Committed Developments							Type	% Complete
Lakewood	8	5	3	9	4	5	Res	55%
Harbourside	0	0	0	0	0	0	NR	100%
Bluewater Plaza	1	1	0	2	1	1	NR	0%
Thelma Avenue Offices	0	0	0	0	0	0	NR	100%
Seagrape Plaza	1	1	1	9	4	5	NR	50%
Fishermans Wharf	0	0	0	1	1	1	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Hawkeye	24	3	21	26	23	3	NR	0%
Power Systems	2	0	1	1	1	0	NR	54%
Love Street	0	0	0	3	2	1	NR	0%
Coconut Cove	0	0	0	0	0	0	Res	100%
Villa Diamante	0	0	0	0	0	0	Res	100%
320 Hibiscus St	6	3	3	5	2	2	NR	0%
Center Park Commercial Center	7	6	1	28	11	17	NR	79%
Home Depot Plaza	4	2	2	6	3	3	NR	75%
Island Way South	1	0	0	1	1	0	Res	0%
Beacon Park	8	2	6	10	7	3	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
Sperry Project	3	1	1	6	3	3	Res	0%
Total Committed Developments	65	25	40	108	64	45		
Total Committed Residential	20	9	11	28	17	13		
Total Committed Non-Residential	45	16	29	80	47	32		
Double Count Reduction	5	2	3	7	4	3		
Total Discounted Committed Developments	60	23	37	101	60	42		
Historical Growth	-13	-7	-6	-14	-6	-8		
Comm Dev+1% Growth	129	60	70	176	93	87		
Growth Volume Used	129	60	70	176	93	87		
Total Volume	1487	788	721	1645	735	960		

Lanes	2L					
LOS D Capacity	1990	1180	1180	1990	1180	1180
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1990	1180	1180	1990	1180	1180
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I
Input Data								
ROAD NAME: Indiantown Rd			STATION: 1601			Report Created		
CURRENT YEAR: 2020			FROM: Midpoint			12/15/2022		
ANALYSIS YEAR: 2025			TO: N Military Trl					
GROWTH RATE: 0%			COUNT DATE: 1/21/2020					
			PSF: 1					

Time Period Direction	Link Analysis					
	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3254	2013	1531	3483	1360	1784
Peak Volume	3254	2013	1531	3483	1360	1784
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3254	2013	1531	3483	1360	1784

Committed Developments							Type	% Complete
Sea Plum Res	0	0	0	0	0	0	Res	100%
Rialto North	0	0	0	0	0	0	Res	100%
AutoZone #4991	0	0	0	0	0	0	NR	100%
Sea Plum Com	0	0	0	0	0	0	NR	100%
Lakewood	85	50	35	99	47	52	Res	55%
Rialto South	0	0	0	0	0	0	Res	100%
Shoppes of Jupiter Creek	8	2	6	21	13	8	NR	80%
Harbourside	0	0	0	0	0	0	NR	100%
Jupiter Medical Center	52	35	17	55	19	36	NR	70%
Barcelona	0	0	0	0	0	0	Res	100%
Florida Research Park	60	8	52	75	61	14	NR	15%
Jupiter Medical Technology Park	14	11	3	18	5	13	NR	43%
Abacoa DRI	15	7	8	21	10	11	NR	85%
Bluewater Plaza	8	7	1	17	6	12	NR	0%
Thelma Avenue Offices	0	0	0	0	0	0	NR	100%
Seagrape Plaza	6	4	3	46	22	24	NR	50%
Fishermans Wharf	7	6	1	22	12	10	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Briger West	2	1	2	4	2	2	Res	0%
Briger East	5	4	1	6	2	4	NR	45%
Hawkeye	92	11	81	96	85	12	NR	0%
Walmart Store Expansion	5	2	3	75	39	36	NR	78%
Els Center of Excellence	40	14	26	17	10	7	NR	50%
Power Systems	32	6	27	30	26	5	NR	54%
Love Street	4	3	1	36	20	16	NR	0%
Villa Diamante	0	0	0	0	0	0	Res	100%
Avenir	8	4	4	10	4	6	Res	0%
320 Hibiscus St	24	12	12	18	9	9	NR	0%
FPL Service Center	0	0	0	0	0	0	NR	100%
Circle K	40	20	20	38	19	19	NR	58%
Center Park Commercial Center	5	4	1	18	7	11	NR	79%
Home Depot Plaza	34	16	18	58	30	28	NR	75%
Island Way South	7	6	2	10	3	7	Res	0%
Pennock Square	11	4	7	39	20	19	NR	70%
Beacon Park	133	30	103	163	112	51	Res	0%
Maplewood Center	0	0	0	0	0	0	NR	100%
Sperry Project	32	14	19	70	39	31	Res	0%
Total Committed Developments	729	281	453	1062	622	443		
Total Committed Residential	274	111	166	378	219	159		
Total Committed Non-Residential	455	170	287	684	403	284		
Double Count Reduction	69	28	42	95	55	40		
Total Discounted Committed Developments	660	253	411	967	567	403		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	826	356	489	1145	636	494		
Growth Volume Used	826	356	489	1145	636	494		
Total Volume	4080	2369	2020	4628	1996	2278		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I
Input Data								
ROAD NAME: Indiantown Rd			STATION: 1209			Report Created		
CURRENT YEAR: 2020			FROM: Midpoint			12/15/2022		
ANALYSIS YEAR: 2025			TO: Old Dixie Hwy					
GROWTH RATE: 0%			COUNT DATE: 1/21/2020					
PSF: 1								

Link Analysis						
Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1884	1255	3127	1638	1494
Peak Volume	3048	1884	1255	3127	1638	1494
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1884	1255	3127	1638	1494

Committed Developments							Type	% Complete
Sea Plum Res	0	0	0	0	0	0	Res	100%
Rialto North	0	0	0	0	0	0	Res	100%
AutoZone #4991	0	0	0	0	0	0	NR	100%
Sea Plum Com	0	0	0	0	0	0	NR	100%
Lakewood	19	11	8	22	11	12	Res	55%
Rialto South	0	0	0	0	0	0	Res	100%
Harbourside	0	0	0	0	0	0	NR	100%
Jupiter Medical Center	11	7	3	11	4	7	NR	70%
Barcelona	0	0	0	0	0	0	Res	100%
Jupiter Medical Technology Park	11	2	8	13	10	4	NR	43%
Abacoa DRI	26	13	12	36	19	17	NR	85%
Bluewater Plaza	12	10	2	26	8	17	NR	0%
Seagrape Plaza	10	6	4	74	36	39	NR	50%
Fishermans Wharf	8	7	1	25	14	11	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Briger West	7	5	2	12	5	7	Res	0%
Briger East	19	5	14	22	15	7	NR	45%
Hawkeye	49	6	43	51	45	6	NR	0%
Walmart Store Expansion	3	1	2	47	25	23	NR	78%
Power Systems	20	3	17	19	16	3	NR	54%
Love Street	6	4	2	57	32	25	NR	0%
Villa Diamante	0	0	0	0	0	0	Res	100%
Boyd Medical Office	6	1	5	10	7	3	NR	0%
320 Hibiscus St	30	15	15	23	12	12	NR	0%
Circle K	27	13	13	25	13	13	NR	58%
Center Park Commercial Center	6	5	1	21	9	13	NR	79%
Island Way South	4	4	1	6	2	4	Res	0%
Beacon Park	78	18	61	96	66	30	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
Sperry Project	52	22	30	112	62	50	Res	0%
Total Committed Developments	404	159	245	709	412	304		
Total Committed Residential	168	68	104	274	161	115		
Total Committed Non-Residential	236	91	141	435	251	189		
Double Count Reduction	42	17	26	69	40	29		
Total Discounted Committed Developments	362	142	219	640	372	275		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	517	238	283	800	456	351		
Growth Volume Used	517	238	283	800	456	351		
Total Volume	3565	2122	1538	3927	2094	1845		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data		
ROAD NAME: Indiantown Rd	STATION: 1209	Report Created
CURRENT YEAR: 2020	FROM: N Military Trl	12/15/2022
ANALYSIS YEAR: 2025	TO: Midpoint	
GROWTH RATE: 0%	COUNT DATE: 1/21/2020	
	PSF: 1	

Time Period	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1884	1255	3127	1638	1494
Peak Volume	3048	1884	1255	3127	1638	1494
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1884	1255	3127	1638	1494

Committed Developments	Type	% Complete
------------------------	------	------------

Sea Plum Res	0	0	0	0	0	0	Res	100%
Rialto North	0	0	0	0	0	0	Res	100%
AutoZone #4991	0	0	0	0	0	0	NR	100%
Sea Plum Com	0	0	0	0	0	0	NR	100%
Lakewood	19	11	8	22	11	12	Res	55%
Rialto South	0	0	0	0	0	0	Res	100%
Harbourside	0	0	0	0	0	0	NR	100%
Jupiter Medical Center	11	7	3	11	4	7	NR	70%
Barcelona	0	0	0	0	0	0	Res	100%
Jupiter Medical Technology Park	11	2	8	13	10	4	NR	43%
Abacoa DRI	26	13	12	36	19	17	NR	85%
Bluewater Plaza	12	10	2	26	8	17	NR	0%
Seagrape Plaza	10	6	4	74	36	39	NR	50%
Fishermans Wharf	8	7	1	25	14	11	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Briger West	7	5	2	12	5	7	Res	0%
Briger East	19	5	14	22	15	7	NR	45%
Hawkeye	49	6	43	51	45	6	NR	0%
Walmart Store Expansion	3	1	2	47	25	23	NR	78%
Power Systems	20	3	17	19	16	3	NR	54%
Love Street	6	4	2	57	32	25	NR	0%
Villa Diamante	0	0	0	0	0	0	Res	100%
Boyd Medical Office	8	6	2	13	4	9	NR	0%
320 Hibiscus St	30	15	15	23	12	12	NR	0%
Circle K	53	27	27	51	26	25	NR	58%
Center Park Commercial Center	6	5	1	21	9	13	NR	79%
Island Way South	4	4	1	6	2	4	Res	0%
Beacon Park	78	18	61	96	66	30	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
Sperry Project	52	22	30	112	62	50	Res	0%
Total Committed Developments	432	178	256	738	422	322		
Total Committed Residential	168	68	104	274	161	115		
Total Committed Non-Residential	264	110	152	464	261	207		
Double Count Reduction	42	17	26	69	40	29		
Total Discounted Committed Developments	390	161	230	669	382	293		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	545	257	294	829	466	369		
Growth Volume Used	545	257	294	829	466	369		
Total Volume	3593	2141	1549	3956	2104	1863		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A

B

C

D

E

F

G

H

I

Input Data

ROAD NAME: Indiantown Rd

STATION: 1811

Report Created

CURRENT YEAR: 2020

FROM: Us Highway 1

12/15/2022

ANALYSIS YEAR: 2025

TO: Midpoint

GROWTH RATE: 0%

COUNT DATE: 1/15/2020

PSF: 1

Link Analysis

Time Period

AM

PM

Direction

2-way

NB/EB

SB/WB

2-way

NB/EB

SB/WB

Existing Volume

1260

678

582

1539

825

894

Peak Volume

1260

678

582

1539

825

894

Diversion(%)

0

0

0

0

0

0

Volume after Diversion

1260

678

582

1539

825

894

Committed Developments

Type % Complete

Harbourside

0

0

0

0

0

0

NR

100%

Water Pointe

1

1

0

1

0

1

Res

0%

Abacoa DRI

5

3

2

7

4

3

NR

85%

Bluewater Plaza

4

1

3

9

6

3

NR

0%

Seagrape Plaza

1

1

1

9

5

4

NR

50%

Fishermans Wharf

1

0

1

3

1

2

Res

0%

Briger East

10

3

7

11

7

4

NR

45%

Lighthouse Cove Mini Golf

0

0

0

0

0

0

NR

100%

Love Street

4

3

1

37

21

16

NR

0%

Jupiter Yacht Club

1

1

1

4

1

2

NR

89%

Inlet Waters

11

2

9

13

8

4

Res

0%

Cornerstone PUD

3

2

1

16

8

8

Res

0%

Sperry Project

34

14

19

73

40

33

Res

0%

Total Committed Developments

75

31

45

183

101

80

Total Committed Residential

50

19

30

106

57

48

Total Committed Non-Residential

25

12

15

77

44

32

Double Count Reduction

5

2

3

15

9

6

Total Discounted Committed Developments

70

29

42

168

92

74

Historical Growth

0

0

0

0

0

0

Comm Dev+1% Growth

134

64

72

247

134

120

Growth Volume Used

134

64

72

247

134

120

Total Volume

1394

742

654

1786

959

1014

Lanes

4L

LOS D Capacity

3060

1860

1860

3060

1860

1860

Link Meets Test 1?

YES

YES

YES

YES

YES

YES

LOS E Capacity

3230

1860

1860

3230

1860

1860

Link Meets Test 2?

YES

YES

YES

YES

YES

YES

Input Data

ROAD NAME: Indiantown Rd	STATION: 1811
CURRENT YEAR: 2020	FROM: Midpoint
ANALYSIS YEAR: 2025	TO: Ocean Dr
GROWTH RATE: 0%	COUNT DATE: 1/15/2020
	PSF: 1

Report Created
12/15/2022

Time Period	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1260	678	582	1539	825	894
Peak Volume	1260	678	582	1539	825	894
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1260	678	582	1539	825	894

Committed Developments							Type	% Complete
Harbourside	0	0	0	0	0	0	NR	100%
Water Pointe	1	1	0	1	0	1	Res	0%
Abacoa DRI	5	3	2	7	4	3	NR	85%
Bluewater Plaza	4	1	3	9	6	3	NR	0%
Seagrape Plaza	1	1	1	9	5	4	NR	50%
Fishermans Wharf	1	0	1	3	1	2	Res	0%
Lighthouse Cove Mini Golf	0	0	0	0	0	0	NR	100%
Love Street	4	3	1	37	21	16	NR	0%
Jupiter Yacht Club	1	1	1	4	1	2	NR	89%
Inlet Waters	11	2	9	13	8	4	Res	0%
Cornerstone PUD	3	2	1	16	8	8	Res	0%
Sperry Project	34	14	19	73	40	33	Res	0%
Total Committed Developments	65	28	38	172	94	76		
Total Committed Residential	50	19	30	106	57	48		
Total Committed Non-Residential	15	9	8	66	37	28		
Double Count Reduction	3	2	2	13	7	6		
Total Discounted Committed Developments	62	26	36	159	87	70		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	126	61	66	238	129	116		
Growth Volume Used	126	61	66	238	129	116		
Total Volume	1386	739	648	1777	954	1010		

Lanes	4L					
LOS D Capacity	3060	1860	1860	3060	1860	1860
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3230	1860	1860	3230	1860	1860
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: Indiantown Rd STATION: 1807 Report Created 12/15/2022
 CURRENT YEAR: 2020 FROM: Midpoint
 ANALYSIS YEAR: 2025 TO: N Us Highway 1
 GROWTH RATE: 0% COUNT DATE: 1/28/2020
 PSF: 1

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2250	1223	1060	2508	1260	1298
Peak Volume	2250	1223	1060	2508	1260	1298
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2250	1223	1060	2508	1260	1298

Committed Developments							Type	% Complete
AutoZone #4991	0	0	0	0	0	0	NR	100%
Lakewood	15	9	6	18	8	9	Res	55%
Harbourside	0	0	0	0	0	0	NR	100%
Jupiter Medical Center	9	3	6	9	6	3	NR	70%
Barcelona	0	0	0	0	0	0	Res	100%
Water Pointe	11	2	9	12	8	4	Res	0%
Jupiter Medical Technology Park	6	5	1	7	2	5	NR	43%
Abacoa DRI	15	8	7	21	11	10	NR	85%
Bluewater Plaza	18	3	15	39	26	13	NR	0%
Seagrape Plaza	5	2	3	37	19	18	NR	50%
Fishermans Wharf	8	1	7	25	11	14	Res	0%
Brown Private School	0	0	0	0	0	0	NR	100%
Briger West	2	2	1	4	2	2	Res	0%
Briger East	15	4	11	17	11	5	NR	45%
Power Systems	2	0	1	1	1	0	NR	54%
Love Street	9	6	3	89	50	40	NR	0%
Villa Diamante	0	0	0	0	0	0	Res	100%
Jupiter Yacht Club	13	6	7	39	23	16	NR	89%
320 Hibiscus St	9	5	5	7	3	3	NR	0%
Circle K	13	7	7	13	6	6	NR	58%
Center Park Commercial Center	1	0	1	5	3	2	NR	79%
Island Way South	3	2	1	4	1	3	Res	0%
Beacon Park	39	9	30	48	33	15	Res	0%
Cornerstone PUD	3	1	2	16	8	8	Res	0%
Flaglers Wharf	0	1	1	1	1	1	Res	0%
Sperry Project	81	35	47	176	97	79	Res	0%
Total Committed Developments	277	111	171	588	330	256		
Total Committed Residential	162	62	104	304	169	135		
Total Committed Non-Residential	115	49	67	284	161	121		
Double Count Reduction	23	10	13	57	32	24		
Total Discounted Committed Developments	254	101	158	531	298	232		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	369	163	212	659	362	298		
Growth Volume Used	369	163	212	659	362	298		
Total Volume	2619	1386	1272	3167	1622	1596		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A B C D E F G H I J K L M N O

Input Data

E-W Street: Indiantown Rd
N-S STREET: Old Dixie Hwy
TIME PERIOD: AM
GROWTH RATE: 0.99%
SIGNAL ID: 4750

COUNT DATE: 2/16/2022
CURRENT YEAR: 2022
ANALYSIS YEAR: 2025
PSF: 1

Report Created
5/17/2023

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound			Type	% Complete
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	494	912	245	158	409	94	216	702	427	288	1015	170		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	494	912	245	158	409	94	216	702	427	288	1015	170		
Committed Developments														
900 S US 1	0	22	0	3	4	1	0	0	14	4	0	0	NR	0%
Total Committed Developments	0	22	0	3	4	1	0	0	14	4	0	0		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	22	0	3	4	1	0	0	14	4	0	0		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	0	22	0	3	4	1	0	0	14	4	0	0		
Historical Growth	15	27	7	5	12	3	6	21	13	9	30	5		
Comm Dev+1% Growth	15	50	7	8	16	4	7	21	27	13	31	5		
Growth Volume Used	15	50	7	8	16	4	7	21	27	13	31	5		
Total Volume	509	962	252	166	425	98	223	723	454	301	1046	175		

Input Data

E-W Street: Indiantown Rd
N-S STREET: Old Dixie Hwy
TIME PERIOD: PM
GROWTH RATE: 0.99%
SIGNAL ID: 4750

COUNT DATE: 2/16/2022
CURRENT YEAR: 2022
ANALYSIS YEAR: 2025
PSF: 1

Report Created
5/17/2023

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound			Type	% Complete
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	529	902	149	389	892	167	318	1164	382	231	839	225		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	529	902	149	389	892	167	318	1164	382	231	839	225		
Committed Developments														
900 S US 1	0	11	0	16	24	4	0	0	8	2	0	0	NR	0%
Total Committed Developments	0	11	0	16	24	4	0	0	8	2	0	0		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	11	0	16	24	4	0	0	8	2	0	0		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	0	11	0	16	24	4	0	0	8	2	0	0		
Historical Growth	16	27	4	12	27	5	10	35	11	7	25	7		
Comm Dev+1% Growth	16	38	5	28	51	9	10	35	20	9	25	7		
Growth Volume Used	16	38	5	28	51	9	10	35	20	9	25	7		
Total Volume	545	940	154	417	943	176	328	1199	402	240	864	232		

Appendix C

Intersection Capacity Analysis Worksheets

VOLUME DEVELOPMENT TABLE
JUPITER WHARF TRAFFIC ANALYSIS

Intersection	Scenario	Traffic Volumes								
		WBLT	WBT	WBRT	NBLT	NBT	NBRT	SBLT	SBT	SBRT
Old Jupiter Beach Road at SR-811/ Alternate A1A	AM Peak Hour									
	2023 Peak Season Traffic⁽¹⁾	15	-	9	-	1,451	8	7	1,972	-
	2025 Background Traffic⁽¹⁾	15	-	9	-	1,549	8	7	2,106	-
	In/Out		-		-	In	In	In	Out	-
	Project Distribution		-		-	50%	30%	20%	65%	-
	Project Trips		-		-	9	5	4	8	-
	2025 Total Traffic	15	-	9	-	1,558	13	11	2,114	-
	PM Peak Hour									
	2023 Peak Season Traffic	12	-	11	-	2,185	14	13	1,565	-
	2025 Background Traffic	12	-	11	-	2,334	14	13	1,672	-
	In/Out		-		-	In	In	In	Out	-
	Project Distribution		-		-	50%	30%	20%	65%	-
	Project Trips		-		-	9	5	4	8	-
	2025 Total Traffic	12	-	11	-	2,343	19	17	1,680	-

(1) Through volumes are based on TPS link volume reports and turning movements are based on data collected March 28, 2023

RAW TURNING MOVEMENT DATA **JUPITER WHARF TRAFFIC ANALYSIS**

Time	NBR	SBL	WBL	WBR	Total	1 hr sum
7:00-7:15 AM	2	0	3	3	8	
7:15-7:30 AM	0	1	4	1	6	
7:30-7:45 AM	2	4	6	3	15	
7:45-8:00 AM	4	2	2	2	10	39 7:00-8:00
8:00-8:15 AM	1	3	2	0	6	37 7:15-8:15
8:15-8:30 AM	2	1	4	0	7	38 7:30-8:30
8:30-8:45 AM	3	3	1	1	8	31 7:45-8:45
8:45-9:00 AM	6	1	2	1	10	31 8:00-9:00
4:00-4:15 PM	3	4	2	2	11	
4:15-4:30 PM	1	4	6	3	14	
4:30-4:45 PM	4	4	3	3	14	
4:45-5:00 PM	2	0	3	4	9	48 4:00-5:00
5:00-5:15 PM	3	3	3	3	12	49 4:15-5:15
5:15-5:30 PM	4	4	2	4	14	49 4:30-5:30
5:30-5:45 PM	4	4	4	2	14	49 4:45-5:45
5:45-6:00 PM	3	2	3	2	10	50 5:00-6:00

PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
JUPITER WHARF TRAFFIC ANALYSIS

INTERSECTION	CONDITIONS/ TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	U-TURN	THRU	RIGHT	LEFT	THRU	RIGHT
Old Jupiter Beach Road @ SR-811/ Alternate A1A	Existing AM	Total Delay	-			55.0	-	18.1	0.0	0.0	0.0	23.5	0.0	-
		LOS				F		C	A	A	A	C	A	
		V/C				0.19		0.03	0.00	0.00	0.00	0.04	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				15'		3'	0'	0'	0'	3'	0'	
		Approach Delay	-			41.2			0.0			0.1		
		Approach LOS				E			A			A		
		Approach V/C				0.19			0.00			0.04		
		Intersection Delay	0.3											
		Intersection LOS	A											
		Intersection V/C	0.19											
	Existing PM	Total Delay	-			206.5	-	30.5	0.0	0.0	0.0	60.2	0.0	-
		LOS				F		D	A	A	A	F	A	
		V/C				0.45		0.08	0.00	0.00	0.00	0.18	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				35'		8'	0'	0'	0'	15'	0'	
		Approach Delay	-			122.3			0.0			0.5		
		Approach LOS				F			A			A		
		Approach V/C				0.45			0.00			0.18		
		Intersection Delay	0.9											
		Intersection LOS	A											
		Intersection V/C	0.45											
Old Jupiter Beach Road @ SR-811/ Alternate A1A	BackgroundAM	Total Delay	-			65.9	-	19.3	0.0	0.0	0.0	26.0	0.0	-
		LOS				F		C	A	A	A	D	A	
		V/C				0.22		0.04	0.00	0.00	0.00	0.04	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				20'		3'	0'	0'	0'	3'	0'	
		Approach Delay	-			48.4			0.0			0.1		
		Approach LOS				E			A			A		
		Approach V/C				0.22			0.00			0.04		
		Intersection Delay	0.4											
		Intersection LOS	A											
		Intersection V/C	0.22											
	Background PM	Total Delay	-			305.2	-	34.2	0.0	0.0	0.0	75.2	0.0	-
		LOS				F		D	A	A	A	F	A	
		V/C				0.59		0.09	0.00	0.00	0.00	0.22	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				43'		8'	0'	0'	0'	18'	0'	
		Approach Delay	-			175.6			0.0			0.6		
		Approach LOS				F			A			A		
		Approach V/C				0.59			0.00			0.22		
		Intersection Delay	1.2											
		Intersection LOS	A											
		Intersection V/C	0.59											

PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
JUPITER WHARF TRAFFIC ANALYSIS

INTERSECTION	CONDITIONS/ TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	U-TURN	THRU	RIGHT	LEFT	THRU	RIGHT
Old Jupiter Beach Road @ SR-811/ Alternate A1A	Total AM	Total Delay	-			68.0	-	19.4	0.0	0.0	0.0	26.9	0.0	-
		LOS				F		C	A	A	A	D	A	
		V/C				0.22		0.04	0.00	0.00	0.00	0.07	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				20'		3'	0'	0'	0'	5'	0'	
		Approach Delay	-	49.8			0.0			0.1				
		Approach LOS		E			A			A				
		Approach V/C		0.22			0.00			0.07				
		Intersection Delay	0.4											
		Intersection LOS	A											
		Intersection V/C	0.22											
	Total PM	Total Delay	-			326.1	-	34.5	0.0	0.0	0.0	82.7	0.0	-
		LOS				F		D	A	A	A	F	A	
		V/C				0.62		0.09	0.00	0.00	0.00	0.29	0.00	
		Available Storage				200'		-	80'	-	-	210'	-	
		95% Queues (ft)				45'		8'	0'	0'	0'	25'	0'	
		Approach Delay	-	186.6			0.0			0.8				
		Approach LOS		F			A			A				
		Approach V/C		0.62			0.00			0.29				
		Intersection Delay	1.4											
		Intersection LOS	A											
		Intersection V/C	0.62											

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Existing (2023)
Timing Plan: AM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	15	9	0	1451	8	7	1972
Future Volume (vph)	15	9	0	1451	8	7	1972
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							

Intersection Summary

Area Type: Other

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Existing (2023)
Timing Plan: AM Peak Hour

Intersection							
Int Delay, s/veh	0.3						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	15	9	0	1451	8	7	1972
Future Vol, veh/h	15	9	0	1451	8	7	1972
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	10	0	1577	9	8	2143
Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	2455	793	1565	0	0	1586	0
Stage 1	1582	-	-	-	-	-	-
Stage 2	873	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	53	284	212	-	-	202	-
Stage 1	105	-	-	-	-	-	-
Stage 2	334	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	51	284	212	-	-	202	-
Mov Cap-2 Maneuver	88	-	-	-	-	-	-
Stage 1	105	-	-	-	-	-	-
Stage 2	321	-	-	-	-	-	-
Approach	WB		NB		SB		
HCM Control Delay, s	41.2		0		0.1		
HCM LOS	E						
Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT	
Capacity (veh/h)	212	-	-	88	284	202	-
HCM Lane V/C Ratio	-	-	-	0.185	0.034	0.038	-
HCM Control Delay (s)	0	-	-	55	18.1	23.5	-
HCM Lane LOS	A	-	-	F	C	C	-
HCM 95th %tile Q(veh)	0	-	-	0.6	0.1	0.1	-

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Existing (2023)
Timing Plan: PM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	12	11	0	2185	14	13	1565
Future Volume (vph)	12	11	0	2185	14	13	1565
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							

Intersection Summary

Area Type: Other

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Existing (2023)
Timing Plan: PM Peak Hour

Intersection							
Int Delay, s/veh	0.9						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	12	11	0	2185	14	13	1565
Future Vol, veh/h	12	11	0	2185	14	13	1565
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	13	12	0	2375	15	14	1701
Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	3091	1195	1242	0	0	2390	0
Stage 1	2383	-	-	-	-	-	-
Stage 2	708	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	23	153	322	-	-	79	-
Stage 1	32	-	-	-	-	-	-
Stage 2	409	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	19	153	322	-	-	79	-
Mov Cap-2 Maneuver	29	-	-	-	-	-	-
Stage 1	32	-	-	-	-	-	-
Stage 2	337	-	-	-	-	-	-
Approach	WB		NB		SB		
HCM Control Delay, s	122.3		0		0.5		
HCM LOS	F						
Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT	
Capacity (veh/h)	322	-	-	29	153	79	-
HCM Lane V/C Ratio	-	-	-	0.45	0.078	0.179	-
HCM Control Delay (s)	0	-	-	206.5	30.5	60.2	-
HCM Lane LOS	A	-	-	F	D	F	-
HCM 95th %tile Q(veh)	0	-	-	1.4	0.3	0.6	-

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Background (2025)
Timing Plan: AM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	15	9	0	1549	8	7	2106
Future Volume (vph)	15	9	0	1549	8	7	2106
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							

Intersection Summary

Area Type: Other

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Background (2025)
Timing Plan: AM Peak Hour

Intersection							
Int Delay, s/veh	0.4						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	15	9	0	1549	8	7	2106
Future Vol, veh/h	15	9	0	1549	8	7	2106
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	10	0	1684	9	8	2289
Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	2621	847	1671	0	0	1693	0
Stage 1	1689	-	-	-	-	-	-
Stage 2	932	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	43	262	185	-	-	179	-
Stage 1	90	-	-	-	-	-	-
Stage 2	311	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	41	262	185	-	-	179	-
Mov Cap-2 Maneuver	75	-	-	-	-	-	-
Stage 1	90	-	-	-	-	-	-
Stage 2	297	-	-	-	-	-	-
Approach	WB		NB		SB		
HCM Control Delay, s	48.4		0		0.1		
HCM LOS	E						
Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT	
Capacity (veh/h)	185	-	-	75	262	179	-
HCM Lane V/C Ratio	-	-	-	0.217	0.037	0.043	-
HCM Control Delay (s)	0	-	-	65.9	19.3	26	-
HCM Lane LOS	A	-	-	F	C	D	-
HCM 95th %tile Q(veh)	0	-	-	0.8	0.1	0.1	-

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Background (2025)
Timing Plan: PM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	12	11	0	2334	14	13	1672
Future Volume (vph)	12	11	0	2334	14	13	1672
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							

Intersection Summary

Area Type: Other

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Background (2025)
Timing Plan: PM Peak Hour

Intersection							
Int Delay, s/veh	1.2						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	12	11	0	2334	14	13	1672
Future Vol, veh/h	12	11	0	2334	14	13	1672
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	13	12	0	2537	15	14	1817
Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	3300	1276	1327	0	0	2552	0
Stage 1	2545	-	-	-	-	-	-
Stage 2	755	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	18	135	289	-	-	65	-
Stage 1	25	-	-	-	-	-	-
Stage 2	386	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	14	135	289	-	-	65	-
Mov Cap-2 Maneuver	22	-	-	-	-	-	-
Stage 1	25	-	-	-	-	-	-
Stage 2	303	-	-	-	-	-	-
Approach	WB		NB		SB		
HCM Control Delay, s	175.6		0		0.6		
HCM LOS	F						
Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT	
Capacity (veh/h)	289	-	-	22	135	65	-
HCM Lane V/C Ratio	-	-	-	0.593	0.089	0.217	-
HCM Control Delay (s)	0	-	-	\$ 305.2	34.2	75.2	-
HCM Lane LOS	A	-	-	F	D	F	-
HCM 95th %tile Q(veh)	0	-	-	1.7	0.3	0.7	-

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Total (2025)
Timing Plan: AM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	15	9	0	1558	13	11	2114
Future Volume (vph)	15	9	0	1558	13	11	2114
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							
Intersection Summary							
Area Type:	Other						

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Total (2025)
Timing Plan: AM Peak Hour

Intersection							
Int Delay, s/veh	0.4						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	15	9	0	1558	13	11	2114
Future Vol, veh/h	15	9	0	1558	13	11	2114
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	10	0	1693	14	12	2298

Major/Minor	Minor1	Major1		Major2			
Conflicting Flow All	2643	854	1677	0	0	1707	0
Stage 1	1700	-	-	-	-	-	-
Stage 2	943	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	42	259	183	-	-	176	-
Stage 1	88	-	-	-	-	-	-
Stage 2	307	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	39	259	183	-	-	176	-
Mov Cap-2 Maneuver	73	-	-	-	-	-	-
Stage 1	88	-	-	-	-	-	-
Stage 2	286	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	49.8	0	0.1
HCM LOS	E		

Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT
Capacity (veh/h)	183	-	-	73	259	176
HCM Lane V/C Ratio	-	-	-	0.223	0.038	0.068
HCM Control Delay (s)	0	-	-	68	19.4	26.9
HCM Lane LOS	A	-	-	F	C	D
HCM 95th %tile Q(veh)	0	-	-	0.8	0.1	0.2

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Total (2025)
Timing Plan: PM Peak Hour

							
Lane Group	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	12	11	0	2343	19	17	1680
Future Volume (vph)	12	11	0	2343	19	17	1680
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12
Grade (%)	0%			0%			0%
Storage Length (ft)	165	0	80		0	170	
Storage Lanes	1	1	1		0	1	
Taper Length (ft)	25		25			25	
Link Speed (mph)	30			45			45
Link Distance (ft)	970			865			880
Travel Time (s)	22.0			13.1			13.3
Confl. Peds. (#/hr)							
Confl. Bikes (#/hr)							
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0
Parking (#/hr)							
Mid-Block Traffic (%)	0%			0%			0%
Shared Lane Traffic (%)							

Intersection Summary

Area Type: Other

Jupiter Wharf Traffic Analysis
1: SR-811/Alt A1A & Old Jupiter Beach Road

Total (2025)
Timing Plan: PM Peak Hour

Intersection							
Int Delay, s/veh	1.4						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	12	11	0	2343	19	17	1680
Future Vol, veh/h	12	11	0	2343	19	17	1680
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	165	0	80	-	-	170	-
Veh in Median Storage, #	1	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	13	12	0	2547	21	18	1826
Major/Minor	Minor1	Major1		Major2			
Conflicting Flow All	3324	1284	1333	0	0	2568	0
Stage 1	2558	-	-	-	-	-	-
Stage 2	766	-	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.64	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	2.32	-	-	3.12	-
Pot Cap-1 Maneuver	17	134	286	-	-	64	-
Stage 1	24	-	-	-	-	-	-
Stage 2	381	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	~ 12	134	286	-	-	64	-
Mov Cap-2 Maneuver	21	-	-	-	-	-	-
Stage 1	24	-	-	-	-	-	-
Stage 2	274	-	-	-	-	-	-
Approach	WB	NB		SB			
HCM Control Delay, s	186.6	0		0.8			
HCM LOS	F						
Minor Lane/Major Mvmt	NBU	NBT	NBRWBLn1WBLn2		SBL	SBT	
Capacity (veh/h)	286	-	-	21	134	64	-
HCM Lane V/C Ratio	-	-	-	0.621	0.089	0.289	-
HCM Control Delay (s)	0	-	-	\$ 326.1	34.5	82.7	-
HCM Lane LOS	A	-	-	F	D	F	-
HCM 95th %tile Q(veh)	0	-	-	1.8	0.3	1	-
Notes							
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon							

Martin Schneider

From: Troy Holloway <troy@2gho.com>
Sent: Tuesday, August 27, 2024 9:56 AM
To: Martin Schneider
Cc: Alec Dickerson; John Geiger; John Sickler; Stephanie Thoburn; Bjarne Borg
Subject: Flagler Wharf -app issues

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Marty, Our formal recommendation of a condition to satisfy the P&Z commission's concern of having a single vessel utilized by multiple individuals or "non-individuals" would be: **"No slips shall be leased to company owned vessels that are available for use by its employees or customers"**. This would allow for a vessel to still be company owned, as many vessels in the 35-40' range cost \$1.5 - \$2m and its not uncommon to have them owned by 2-3 individuals under an LLC.

Will staff still be requesting vessels no larger than 35'? If so, we will, of course, be lobbying for a 40' max. length, as approved by the PZC. If there are no new issues raised in the staff report, then our team would have NO other issues or concerns and would agree with all conditions.

Let us know if you have any further questions.

Thank you!

M. Troy Holloway

Sr. Partner, PLA, LEED®AP, BD&C
 Cell: 561-719-3733
troy@2gho.com



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From: Martin Schneider <MartinS@jupiter.fl.us>
Sent: Friday, August 23, 2024 4:26 PM
To: Troy Holloway <troy@2gho.com>
Cc: Alec Dickerson <alec@2gho.com>; John Geiger <john.geiger@indexinvest.com>; John Sickler <JohnS@jupiter.fl.us>;

Stephanie Thoburn <StephT@jupiter.fl.us>

Subject: RE: Flagler Wharf -app issues

Troy,
Since finalized condition language requires town attorney review and will not be ready until a week before the 9/11 Town Council meeting, and the staff report, including applicant issues, is due by 8/30, please provide a more formal letter to address your concerns with the PZC's recommended condition related to no slips being leased to "non-individuals" by the middle of next week or sooner if possible. Also include other issues if there are any.

Please see the recording of the meeting and transcript available on the town website ([PZC agenda and minutes](#); click the "media" button) if you want to refresh your recollection of the condition language proposed in the PZC's motion.

Please let me know if you have any questions. Thank you.



Martin Schneider, AICP

Principal Planner

Phone 561-741-2290

Email martins@jupiter.fl.us

Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



From: Troy Holloway <troy@2gho.com>

Sent: Monday, August 19, 2024 9:05 AM

To: Martin Schneider <MartinS@jupiter.fl.us>

Cc: Alec Dickerson <alec@2gho.com>; John Geiger <john.geiger@indexinvest.com>

Subject: RE: Flagler Wharf -app issues

Marty, have you or Tom prepared any language in reference to the 'no company owned boat leases'? We don't know how to address their concern. I understand not having a boat owned by a company that is just available to their employees, but how do you word that on not alienate LLC owned boats by 2 or 3 individuals? Maybe, "no vessels may be 'company' owned and available to its employees". That may do it, as the employees would not be the owners.

Thoughts?

M. Troy Holloway

Sr. Partner, PLA, LEED®AP, BD&C

Cell: 561-719-3733

troy@2gho.com



1907 Commerce Lane, Suite 101

Jupiter, Florida 33458

561-575-9557 x102

www.2GHO.com

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From: Martin Schneider <MartinS@jupiter.fl.us>

Sent: Friday, August 16, 2024 9:27 AM

To: Troy Holloway <troy@2gho.com>

Cc: Alec Dickerson <alec@2gho.com>

Subject: Flagler Wharf -app issues

Hi Troy,

The draft resolution is due to the Town Attorney next Friday, so if the applicant has any issues with the amendments proposed by PZC, please let me know by Wed., 8/21.

Please contact me if you want to discuss or have any questions. Thank you.



Martin Schneider, AICP

Principal Planner

Phone 561-741-2290

Email martins@jupiter.fl.us

Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



To rate our service, please visit the following link to fill out a customer service

survey. <http://www.jupiter.fl.us/FormCenter/Planning-and-Zoning-12/Customer-Service-Survey-92>

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Martin Schneider

From: matt.sipowski@icloud.com
Sent: Thursday, August 8, 2024 12:57 PM
To: Martin Schneider; Laura Cahill
Subject: Flaglers Wars Special E

Stephen,

I plan on attending the planning and zoning meeting on August 13th, regarding Flagler's Warf but want to send a summary as to why the special exception should not be granted. I am requesting this email be distributed to the planning and zoning members prior to the meeting.

First I want to address the representation that the local neighbors support the current proposed plan. Every neighbor I have spoken to regarding the plan to put a 12 slip marina and a bar restaunt on this residential canal have strongly opposed such a proposal. There was an invitation sent several years ago now, in the summertime to meet in the evening at a local church to explain the previous plans for development. I was present and the turn out was extremely limited as you would expect for an evening meeting in the dead of the summer. The reality is most of my neighbors are not aware of the new proposed plan and when told they do not support it.

I have several objections to the current proposed request for a special exception and why it needs to be rejected. The first is this specific canal and surrounding estuary is environmentally sensitive and unique to Jupiter. The biodiversity in this area is evident as it has manatees, otters, large eagle rays, sea turtles, and all kinds of fish ranging from snapper, snook, large Jack and Tarpon. This is not accidental, as the city of Jupiter took the initiative to create and protect the spoil islands in the immediate area to support this wildlife and create outdoor spaces which many of the residents of Jupiter use on a regular basis. Placing either a 12 slip marina or waterfront bar restaunt would have a direct impact on boat traffic, pollution, and noise. Neither one of these uses meet the criteria outlined in order to grant a special exception.

The second objection to the current proposal is this is a residential canal with extremely low boat traffic. There are approximately six or seven boats on the canal and their use is occasional at best. As a result it is well known locally by paddle boarders and kayakers that they can enjoy the area with little to no concern of encountering any boats and can enjoy this quiet area as the city has intentionally designed it to be. Allowing a 12 slip marina and bar restaunt will completely change this low traffic area. This change violates the criteria outlined by the special exception statute because it is not "compatible", and is in fact "detrimental" to the surrounding properties. It will increase the number of people anticipated to use the canal and surrounding area, the level of noise, pollution and other potential nuisance factors. The reality is the requested exception will completely change the usage and nature of the canal and surrounding areas which the Town of Jupiter has spent considerable time and money to create. The immediate residents in the area will be negatively impacted as well as the other low impact recreation users.

The third objection is the direct impact to the residents living on the canal and in the general neighborhood. Most if not all of the people who live in the areas of the recreational islands live there specifically because of the limited use and boat traffic. I specifically bought my home on this canal because I knew my kids could paddle board and explore the islands and local area with very limited boat traffic, I knew they would be safe. Putting a 12 slip marina and waterfront bar restaunt completely changes that dynamic. From a practical reality it automatically doubles or triples the boat traffic, takes a quiet residential canal and turns it into a high traffic area with high traffic commercial use. I am not the only one that uses the canal for paddling purposes as paddle boarders, and kayakers are up and down the canal daily. Additionally, every homeowner on this canal will be impacted financially as the value and desirability of their property will be negatively impacted. When someone considers purchasing any of these homes they will take into consideration that there is a 12 slip marina and bar restaunt on the canal. The unfortunate reality is that placing a waterfront bar restaunt will result in boaters drinking and driving in an area that was previously low traffic and extremely safe.

There will be likely be some counter argument that impacts could be limited by hours of operation or other measure related to noise, pollution, or safety but the reality is if approved and once built, it is there. At any point ownership could change and we could end up with Tiki 52 at the end of a residential canal. When Harbourside was being built the bandshell was not part of the original plan, only after the project was approved was the bandshell added and that had dramatic negative impacts on the surrounding neighbors and area. Once and if this project is approved it cannot be undone and in fact it can get worse as plans are adjusted or property is sold, as is often the case. Any assurance given as to use have no enforcement mechanism and can and will change.

There are numerous other issues I could highlight and if necessary let me know, but the reality is that the planning and zoning board has ample reason as outlined above as to why this special exception needs to be rejected. There is no reason that the two story bar restaraunt cannot front Alt A1A, Dune Dogs is arguably one of the most successful restaurants in Jupiter in terms of profitability and does not need waterfront to do. If you have any questions or concerns you can reach me on my cell 561-667-1260. My home address is 109 Old Jupiter Beach Road, Jupiter, FL 33477.

Regards,

Matt Sipowski

August 8, 2024

Town of Jupiter
Planning and Zoning Council
210 Military Trail
Jupiter, FL 33458

Reference: Flagler's Wharf Special Exception of 12 Slip Marina and Bar Restaurant

Town of Jupiter / Planning and Zoning Council,

My name is Kent Eismann and I have resided at 111 Old Jupiter Beach Road for 50 years. I write to you today to voice my concern and disapproval regarding the proposed special exception of a 12-slip marina and bar restaurant to be located at property address 401 N. Alternate A1A.

I as well as many neighbors are not in favor of an approval for this special exception. Please take into consideration the negative impact the special exemption would produce:

- Disruption to the Eco-sensitive areas/zones
- Estuary disturbance
- Safety and security for paddlers and kayakers
- Extreme boat traffic / Boating safety
- Property damage

An approval for this special exception will directly impose an adverse impact on current as well as future homeowners. Presently the waterway is a safe, minimal traffic dead end for local community use, we request you consider our appeal and preserve this canal. In my opinion, a marina with excessive boat slips would be a nuisance.

I am in favor of growth in the community and support future development of this parcel of land.

Please consider my opinion on this matter.

Sincerely,

Kent Eismann

Kent Eismann
111 Old Jupiter Beach Road
Jupiter, FL

CC: Martins@jupiter.fl.us
Laurac@jupiter.fl.us

Jupiter Aug 11th, 2024

Town of Jupiter
Planning and Zoning Commission
210 Military Trail
Jupiter, FL 33458

Re: Flagler Wharf development (formerly known as Bell's Mobile home park and commercial fishing marina)

Dear Members of the Planning and Zoning Commission,

We are writing to express additional background info in support for the proposed development at the Flagler Wharf property on the corner of Alt A1A and Old Jupiter Beach Road. Our family have been residents of and visitors to this area for 30+ years, with 15 of those years spent living on Old Jupiter Beach Road. Over the years, we have developed several properties in Jupiter, including apartment communities; Dakota at Abacoa, Riverwalk Pointe at Mangrove Bay, and the 1000 North restaurant and office building.

Our son lives directly across the canal from the Flagler Wharf property and will be significantly impacted by any development there. Naturally, he is concerned about any project that might negatively affect his property value or usage and so are we as we live on the street.

One of our main concerns during our time on Old Jupiter Beach Road was the mobile home park and commercial fishing marina that previously existed. The park frequently required police presence due to drug and domestic issues, and the commercial fishing boats (12-15 boats) created considerable traffic and pollution as they navigated the canal multiple times a day. The commercial fishing boats also lead to significant pollution from unauthorized sanitary discharges and fuel spills.

Appraisers informed us that the mobile home park and commercial fishing marina negatively impacted property values on Old Jupiter Beach Road by as much as 10%.

Eight years ago, we decided to purchase the mobile home park/marina property to transform it into a more appealing entrance to our street, rather than an eyesore and negative impact on values. Upon consulting with the Town of Jupiter about different uses and the site plan process, we were asked to close down the mobile home park and commercial fishing marina before submitting any new site plans. This shutdown process took a couple of years as we relocated all tenants.

After relocating everyone and demolishing existing structures, we submitted several site plans to the town staff, and we have been working closely with the staff to achieve a great project. Please see the different proposed site plans below.

1. The first submittal was an assisted living facility and 15 boat slips, which we worked on with staff for over a year, spending hundreds of thousands of dollars. Despite local neighborhood support and low traffic intensity, right before we were ready to go to P&Z the staff had gotten other directions and would no longer support the project.
2. A mixed-use development with boat slips, café, and townhouses, including the required workforce housing units. This proposal was quickly rejected by the Town.
3. 14 recreational boat slips, café, and office building, which we worked on with staff for over a year. However, we were unable to gain support for the office building.
4. The current project which you have in front of you today, that we have worked diligently with Town staff to improve, includes only 12 recreational boat slips/lifts and a small healthy café with a second-floor office where we might relocate our office from the 1000 North location. We want to point out that the design that we worked together with Town staff on turned out even better than we initially envisioned, so we thank the Town staff for their input.

It is important to note that there has been a commercial marina on this property for over 50 years. The special exception we are requesting is relevant only because we intend to invest significantly in rebuilding this former commercial marina into an environmentally friendly, recreational-only facility at the end of the canal, improving overall water quality and turning radius in this location. The 12 recreational boat slips/lifts will create very little traffic as recreational boaters tend to use their boats much less frequently than commercial use. We think 1 trip per day on average would be a lot and please note we are *not* proposing any other marina facilities like gas, ship store, live aboard for crews etc., *only 12 slips/lifts for recreational boaters with relatively small boats.*

- It should also be noted that we have, as a public benefit, previously granted the Town of Jupiter an easement for the stormwater outlet from the recently built Juno Street pump station crossing our property into the canal, allowing the Town's contractor to store their heavy equipment on our site.
- We have also been amenable to grant the Town of Jupiter another easement crossing our property from the south to north along the eastern property line to help with drainage and flooding mitigation for Old Jupiter Beach Road which is also a public benefit.
- We will also, together with the input from the Town, make a sign with information that points out the historical significance of this site for Henry Flagler and his railroad, which again is another public benefit.

Environmental Benefits:

- **Water Quality Improvement:** The redevelopment will include modern, environmentally friendly infrastructure designed to reduce pollution and improve water quality in the canal. This includes advanced filtration systems to manage runoff and prevent contaminants from entering the waterway.
- **Reduced Boat Traffic:** By limiting the slips/lifts to recreational boats only, we will significantly reduce the boat traffic compared to the previous commercial fishing operations. This reduction in traffic will decrease water pollution and disturbance to marine life.

- **Habitat Restoration:** We are committed to restoring the natural habitat along the canal's edge. This includes planting native vegetation that supports local wildlife and enhances the natural beauty of the area. These efforts will create a thriving ecosystem, providing a sanctuary for birds, fish, and other wildlife. By reintroducing native plants, we will help stabilize the shoreline, reduce erosion, and improve the overall health of the canal.
- **Sustainable Practices:** The new slips/lifts/dock will utilize sustainable building materials and energy-efficient technologies, further minimizing its environmental footprint. This could include solar panels, energy-efficient lighting, and eco-friendly construction materials.
- **Community Access:** By providing boat slips to local residents who do not have direct water access, we are promoting a more inclusive and sustainable use of the waterway, encouraging responsible boating practices among the community.

We will not accommodate transient boats. All slips will be rented to residents who do not have the luxury of living on the water with a dock behind their house. Recreational boats generate significantly less traffic than commercial fishing boats, resulting in much lower boat traffic.

We have also agreed to limit the boat size for these slips, although many neighbors in the canal have much larger boats than we anticipate for these recreational boat slips.

Regarding the café and office, these uses are permitted by right and do not require a special exception. We intend to operate the café ourselves as an allergy-friendly and healthy café/diner and have accepted the request to limit outdoor serving hours. The primary use is not intended to be a bar venue.

Thank you for considering our proposal. We believe this development will greatly enhance the area and provide a valuable amenity for the community.

Sincerely,

Bjarne & Maria Borg

Martin Schneider

From: Integ Marine <integmarine@gmail.com>
Sent: Monday, August 12, 2024 4:52 PM
To: Martin Schneider; Laura Cahill
Subject: Flagler's Warf

Some people who received this message don't often get email from integmarine@gmail.com. [Learn why this is important](#)

Hi, My name is Clay Huffman and I am sending you an email today about my opposition to the proposed Flagler's Warf project at the end of Old jupiter Beach road where the old Bells trailer park was located. I grew up in a house on old jupiter beach road, back when it was just a dirt road. I have seen many changes over the years to my tiny home town that make me sad. My parents still live in the same house and now my three sons get to enjoy a taste of my childhood fishing off the dock, catching fiddler crabs at low tide, jumping off the dock into the canal, paddle boarding, kayaking, etc. Change and development is inevitable and I understand what the developers want to do with Flaglers Warf but PUBLIC WATER ACCESS should not be allowed under any circumstances. All other public accessible bars/restaurants/marinas in jupiter are right on the ICW and very limited public slips are available. I believe Harbor Side only has 12 public use boat slips and is much larger than the proposed Flaglers Warf. The end of the old FEC railroad canal is well off the ICW and is narrow and shallow. I can imagine people trying to go down to the end of the canal with a large boat and not being able to turn around or pass a boat trying to exit in the daytime...much less at night with a few cocktails in them. Property damage and ecological damage would undoubtedly occur. The silty bottom would get kicked up by all the boat traffic, killing seagrass and possibly injuring manatees that frequently come to the canal to eat and to not be disturbed by boat traffic. I have seen several manatees give birth to young right off my parents dock. Don't let development destroy such a quiet peaceful place that me and my neighbors enjoy. There isn't room at the end of the canal for 12 boat slips. Back when it was a trailer park the commercial fisherman took advantage of the cheap dockage and close proximity to the ocean. At most there would be eight boats back there and none larger than about 30 feet. I am a business owner in the marine industry so I frequent many marinas in jupiter and I understand that there really aren't more places to develop on the water especially in jupiter. I am not opposed to the idea of private dockage/ boat lifts at the proposed development that are fenced off to the public. If it was me I would put in 6-8 larger boat lifts down there that are going to be rented out to high end boat owners. I think as long as the public is aware that they can not access the establishment by water or even water taxi, they will not attempt to do so. The developers will realize they can make far more money renting out private boat lifts then they would ever make on the increase in traffic to the "warf" with public marine access. Please do not allow public access via water to Flaglers Warf and limit the amount of PRIVATE boat slips 10 as this would basically double the amount of boats on the canal already behind private homes. This will keep traffic down on a long narrow dead end canal that will not support public access. Please share this letter with planning and zoning. I hope to see you at the meeting tomorrow evening.

Kind regards, Clay

Martin Schneider

From: rcgrabowskijr@bellsouth.net
Sent: Tuesday, August 13, 2024 6:20 AM
To: Martin Schneider
Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Martin,

I have a conflict and will not be able to attend the P&Z Commission meeting tonight. I do want to convey my sentiments regarding the proposed development. During the Nov'23 meeting I expressed two concerns:

1. That the architectural appearance, specifically the building height was not consistent with the surrounding commercial development; and,
2. The potential traffic impact associated with the development on the Alk A1A & Eganfuskee intersection.

The current proposed development addresses those concerns. I do request the P&Z Commission consider requiring "Idle Speed Only" or "No Wake" signs be place in conspicuous locations that will be seen by the boaters whose vessels are at the marina. Even though the canal is included in the county's idle speed no wake zone, it is helpful to have reminders posted for those unfamiliar with the laws.

Thank you for providing the requested information and responding to my questions.

Bob Grabowski

605 Paulina Rd.
Jupiter, FL 33477
Email: rcgrabowskijr@bellsouth.net
Phone: (561) 748-4797

From: Martin Schneider <MartinS@jupiter.fl.us>
Sent: Friday, August 9, 2024 5:12 PM
To: rcgrabowskijr@bellsouth.net
Cc: Garret Watson <GarretW@jupiter.fl.us>; Stephanie Thoburn <StephT@jupiter.fl.us>
Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Hi Bob,

In response to your questions below:

- 1) The original marina pre-dated the Town's Special Exception requirement for marinas. Therefore, this special exception request would ensure compliance with today's code.
- 2) Yes, requesting signs can be made as part of a special exception review. A sign was not required because the canal is already part of Palm Beach County's Idle speed No wake zone ([link to County restricted boating areas](#)). If you are interested in suggesting additional signage for the Planning and Zoning Commission's (PZC) consideration, you can make a comment during the meeting, or provide an email to the Commission for their consideration. (If you email me a message and state you want it sent to the PZC, I can forward the email to them on your behalf.)

Please let me know if you have any further questions or comments. Thank you.



Martin Schneider, AICP

Principal Planner

Phone 561-741-2290

Email martins@jupiter.fl.us

Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



From: rcgrabowskijr@bellsouth.net <rcgrabowskijr@bellsouth.net>

Sent: Friday, August 9, 2024 3:27 PM

To: Martin Schneider <MartinS@jupiter.fl.us>

Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Martin,

Some questions:

1. There was a marina on the site before, why the need for the exemption now?
2. I've a neighbor on the Eganfuskee side of the FEC canal who concerned about the boat traffic. Naturally, this being a private marina does limit it some. Is requesting entrance & exit signage in the marina reminding boater to exercise caution or to stay at idle speed while in the canal out of the question?

Thanx again.

Bob

From: Martin Schneider <MartinS@jupiter.fl.us>

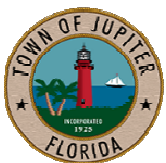
Sent: Friday, August 9, 2024 1:32 PM

To: rcgrabowskijr@bellsouth.net

Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Thanks for the reply.

Have a good weekend.



Martin Schneider, AICP

Principal Planner

Phone 561-741-2290

Email martins@jupiter.fl.us

Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



From: rcgrabowskijr@bellsouth.net <rcgrabowskijr@bellsouth.net>

Sent: Friday, August 9, 2024 1:31 PM

To: Martin Schneider <MartinS@jupiter.fl.us>

Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Martin, I did received the email.

Thank you again.

From: Martin Schneider <MartinS@jupiter.fl.us>

Sent: Friday, August 9, 2024 8:36 AM

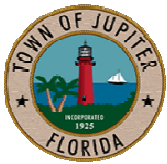
To: rcgrabowskijr@bellsouth.net

Subject: RE: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497 (2 of 2)

Hi Robert,

Attached are the architectural plans. Due to large file size, please confirm that you received this email.

Let me know if you need anything else. Thank you.



Martin Schneider, AICP

Principal Planner

Phone 561-741-2290

Email martins@jupiter.fl.us

Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



From: rcgrabowskijr@bellsouth.net <rcgrabowskijr@bellsouth.net>

Sent: Friday, August 9, 2024 8:30 AM

To: Martin Schneider <MartinS@jupiter.fl.us>

Subject: Current Flagler Wharf Development Proposal, PZ 23-5496 and 5497

You don't often get email from rcgrabowskijr@bellsouth.net. [Learn why this is important](#)

Could you please send me a copy of the proposed site plans for the subject development.

Thank you,

Robert Grabowski, Jr.

605 Paulina Rd.

Jupiter, FL 33477

Email: rcgrabowskijr@bellsouth.net

Phone: (561) 748-4797

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mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Martin Schneider

From: Terri Gravett <icjuples@yahoo.com>
Sent: Tuesday, August 13, 2024 2:30 PM
To: Martin Schneider; Laura Cahill
Subject: Flagler's Wharf Special Exception

You don't often get email from icjuples@yahoo.com. [Learn why this is important](#)

Good afternoon,

We plan on attending the Planning and Zoning meeting tonight that will discuss the Special Exception for proposed Flagler's Wharf. We live at 207 Old Jupiter Beach Road and have resided here for 36 years. We have raised our children and now enjoy our grandchildren here in this waterfront neighborhood. Please distribute this email to the P&Z members prior to the meeting. I've also attached pictures for you to visualize the beauty and integrity of the waterway we would humbly ask that you protect by rejecting this Special Exception.

We strongly object to any use that would directly impact the sensitive environmental ecology of a quiet, secluded waterway. Any increased boat traffic will significantly impact the fishery, and presence of the wildlife we have observed and enjoyed. It has been a treasure to see manatees, porpoises, waterfowl, herons, eagles, ospreys, ducks all thrive in our quiet, safe waters not to mention the safety of our children and grandchildren swimming, paddling and kayaking. Not only our families, but many Jupiter residents have found the quiet, safe waters of our neighborhood waterfront, perfect for paddling and kayaking.

We reside at the widest portion of the old FEC canal, where many larger boats (+35') may have to turn around, depending on how they are moored/docked. The termination of the canal is very narrow and the 'abandoned marina' noted on the proposed site plan for Flagler's Wharf was constructed in the 50's for boats much different than those today.

Though the word 'bar' has not been included in the proposed 2 story restaurant with outdoor seating, what prohibition is there? Any food establishment that has a bar, has an impact on its surroundings and it is generally a negative one! Please, our neighborhood waterway, is just that, a safe residential community of respectful neighbors. It is not a place for a bar - restaurant and marina.

If the developers see this as a fit, then surely it could face Alt A1A.
Below is a link to our canal over the years beginning in 1988!

<https://photos.app.goo.gl/eopiHWJ9P91oz6v46>

Terri Gravett

AG International Brokers, Inc.

'delivering premium Alberta Hay on Wheels'

IC Naples, Inc.

Cold Stone Creamery store 20529

ofc. 561.744.9930

fax. 561.744.9233

cell. 561.262.8153

From: matt.sipowski@icloud.com
To: [John Sickler](#)
Subject: Matt Sipowski Intervener Status
Date: Monday, September 9, 2024 9:55:32 AM

John,

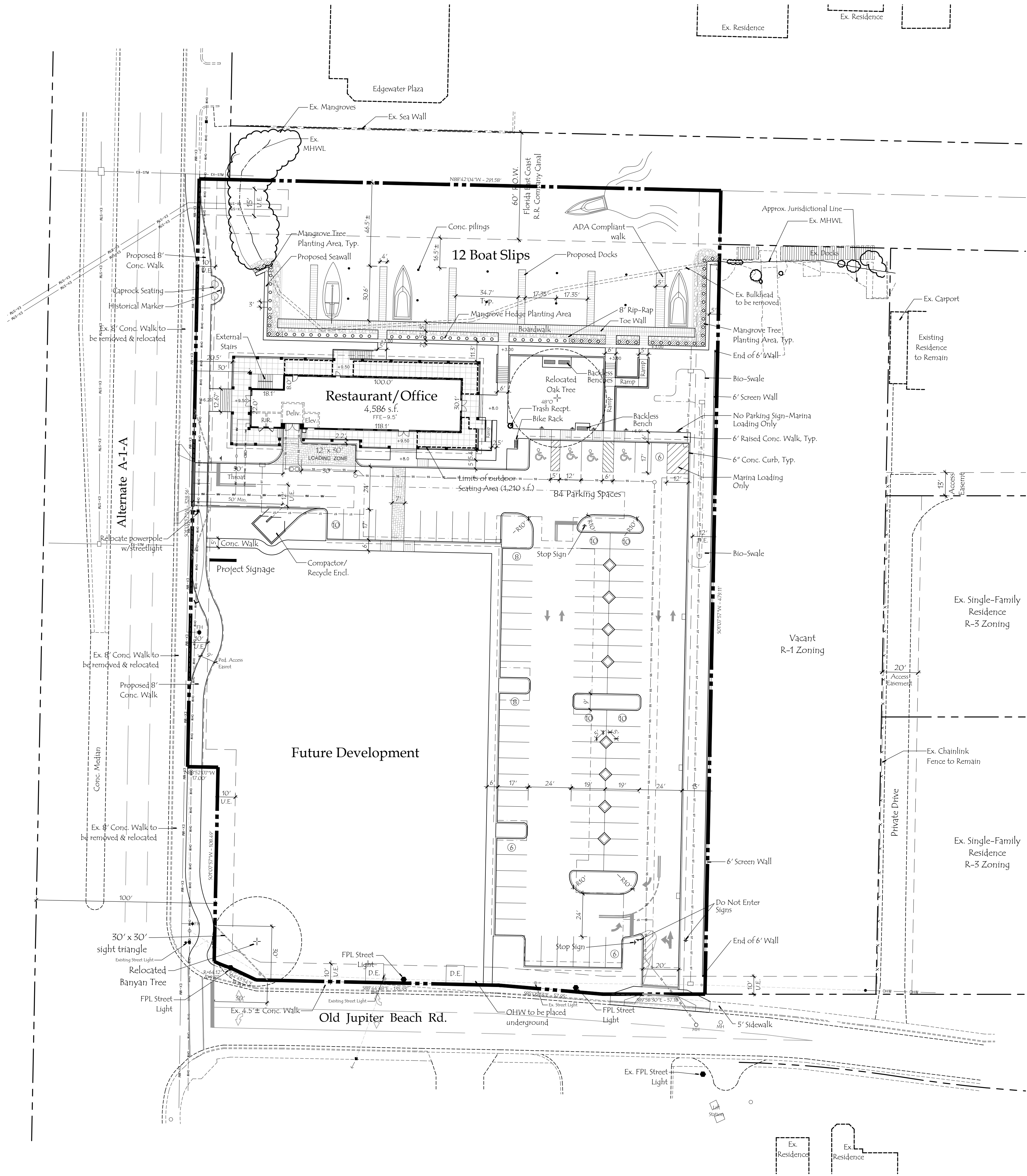
My name is Matt Sipowski and I live at 109 Old Jupiter Beach Road which is located next to the proposed development for Flagler's Wharf. I am directly affected by the proposed development as I live on the canal and am in close proximity to the proposed development. The proposed development will negatively increase boat traffic, and noise from the restaraunt. I live within 300 feet of the proposed development.

I am requesting to be an intervener during the upcoming town council meeting for Flagler's Wharf scheduled for September 19th to accept or reject the special exception. Thank you again for your time in explaining the process, please let me know if you need any additional information.

Regards,

Matt Sipowski

N:\Flagler Wharf\Drawing Files\RESTAURANT PLANS\6th Submittal\Flagler Wharf 7-31-24.dwg, 7/31/2024 10:52:37 AM, DWG To PDF.pc3



ATTACHMENT 4

Site Data-Commercial

Existing Land Use	Commercial
Existing Zoning	C-2; General Commercial District
Redevelopment Overlay Area	Center Street/N. Alt. A-1-A
Total Site Area	2.95 Acres; 128,414.98 s.f.
Existing Submerged Lands	.38 Acres; 16,614 s.f.
Proposed Submerged Lands	.53 Acres; 23,112 s.f.
Existing Uplands	2.57 Acres; 111,800.98 s.f.
Proposed Uplands	2.42 Acres; 105,302.98 s.f.
Allowable Building Height	50' or 60' if parking below
Greenspace Required	30% Min.; 31,591 s.f.
Greenspace Provided	55,980 s.f.; 53.2% (incl. Alt. A-1-A walk in property & does not incl. water area)
Lot Coverage Allowable	35% Max.
Lot Coverage Provided	7.1%, 7,462 s.f.

Building Data

Waterfront Cafe	3,376 s.f.
Outdoor Seating	1,210 s.f.
Prof. Office	2,758 s.f.
Total Area	7,344 s.f.

Building Setbacks

	Required	Provided
* Front (Alt. A-1-A)	20'	20.5'
Side Interior (North)	10'	11.3' to MHWL
* Side Corner (Old Jup. Bch. Rd.)	20'	298.7'
Rear (East)	30'	132.5'

* Street setbacks shall be a min. of 20' with 1:1 setback over 35'.

Parking Data

Parking Required:			
Restaurant	3,376 s.f.	1 sp./85 s.f.	39.72 Spaces
Outdoor Seating	1,210 s.f.	1 sp./85 s.f.	14.24 Spaces
Prof. Office	2,758 s.f.	1 sp./250 s.f.	11.03 Spaces (not incl. 195 sf lobby)
Private Docks	12 Slips	1 sp./slip	12 Spaces
Code Parking Required:			77 Spaces
Parking Provided:			84 Spaces
Handicap Parking Required			4 Spaces
Handicap Parking Provided			4 Spaces

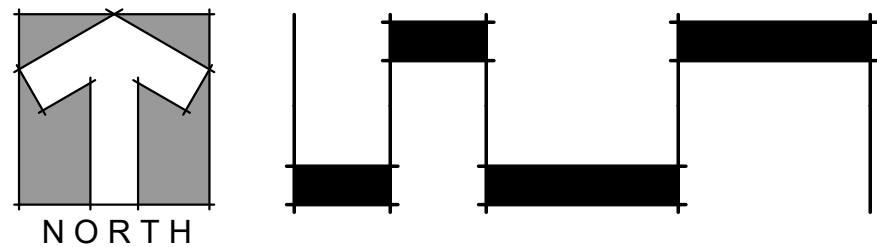
Pedestrian Amenity Data

	Required	Provided
Bike Racks (1 per 12,500 s.f.)	1 (5 bikes)	1 (8 bikes)
Benches (1 per 12,500 s.f.)	1	3
Trash Receptacles (1 per 25,000 s.f.)	1	1

Living Shoreline Data

Length of Proposed Bulkhead	347 LF
Plantable Length of Bulkhead	325 LF
LF of Mangrove Tree Plantings	152 LF (46.8%)
LF of Mangrove Hedge Plantings	173 LF (53.2%) Max. 6' ht. from MHWL

Note: The 12 boat slips approved for the private marina shall be limited to vessels no more than 35 feet in length as measured at the waterline for vessels with inboard motors, and no more than 35 feet as measured at the waterline, plus the length of the engines, for vessels with outboard motors.



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LANDSCAPE ARCHITECTURE
& PLANNING

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Suite 101
Jupiter, Florida 33458
561-575-9557
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Flagler Wharf
Jupiter, Florida

Designed: MTH.
Drawn: MTH.
Approved: GGG, MTH, EMO
Date: 3/4/24
Job no.:
Revisions: 5/29/24
6/20/24
6/28/24
7/31/24

Seal

LC C000177

Sheet Title:
Site
Development
Plan

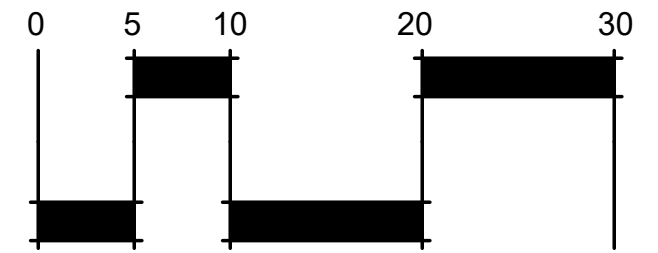
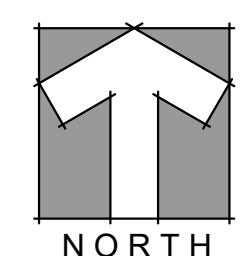
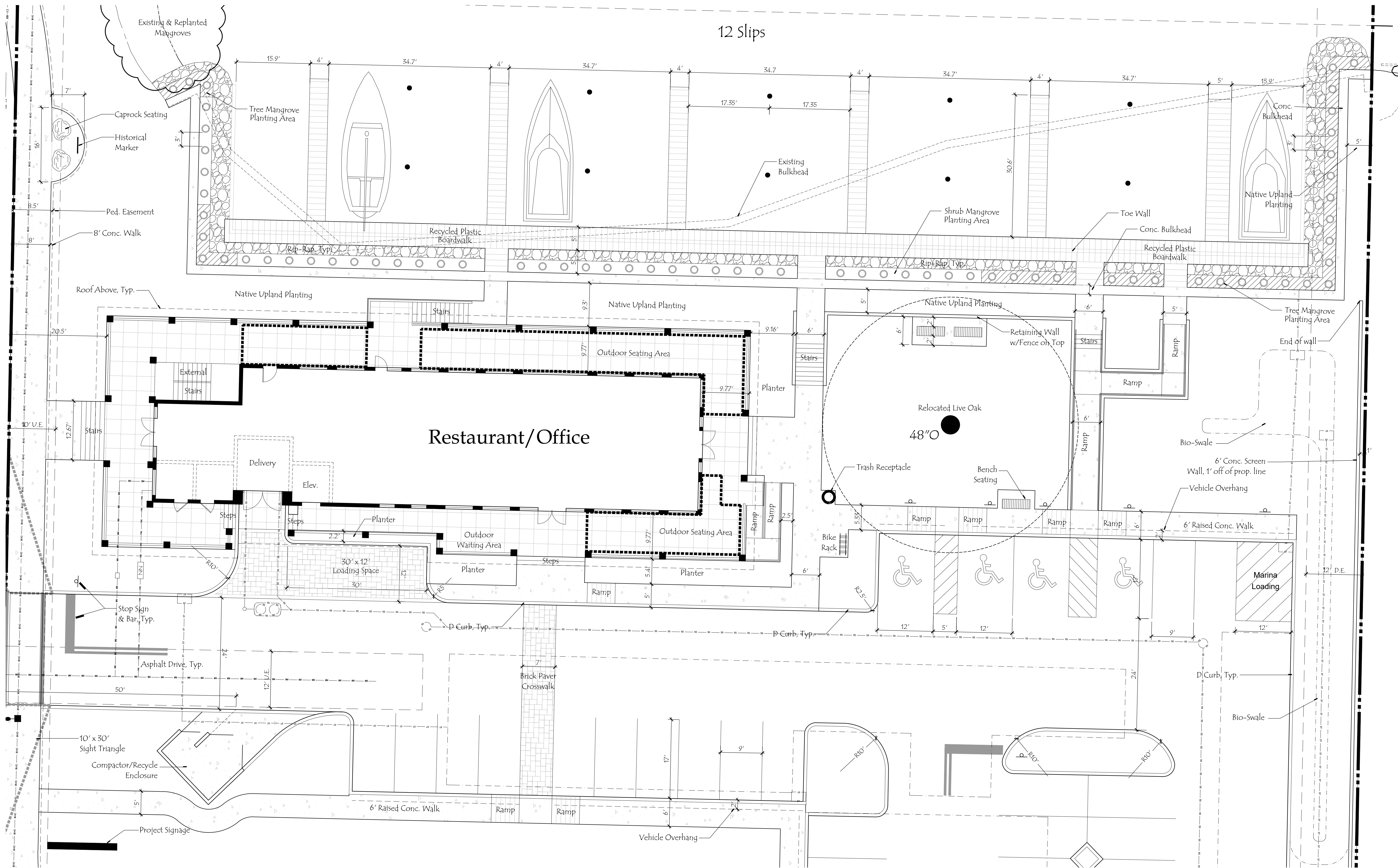
Scale: 1" = 30'

Sheet No.

SP-1

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6/20/24
6/28/24
7/31/24

Seal

LC C000177
Sheet Title:
Site Area
Enlargement

Scale: 1" = 10'

Sheet No.

SP-2
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Ground Loop Bike Rack, High-Capacity Commercial Grade
Loop Bike Rack, Manuf. by Belson Outdoors, 1-800-325-5664,
Black Finish, Surface Mounted, Model #5BR8, holds 8 bikes.

Bike Rack Detail

N.T.S.



Belson Outdoors Township Trash
Receptacle, 32 Gallon, White Oak,
with Dome top lid, Black Frame.
1-800-325-5664

Trash Receptacle

N.T.S.



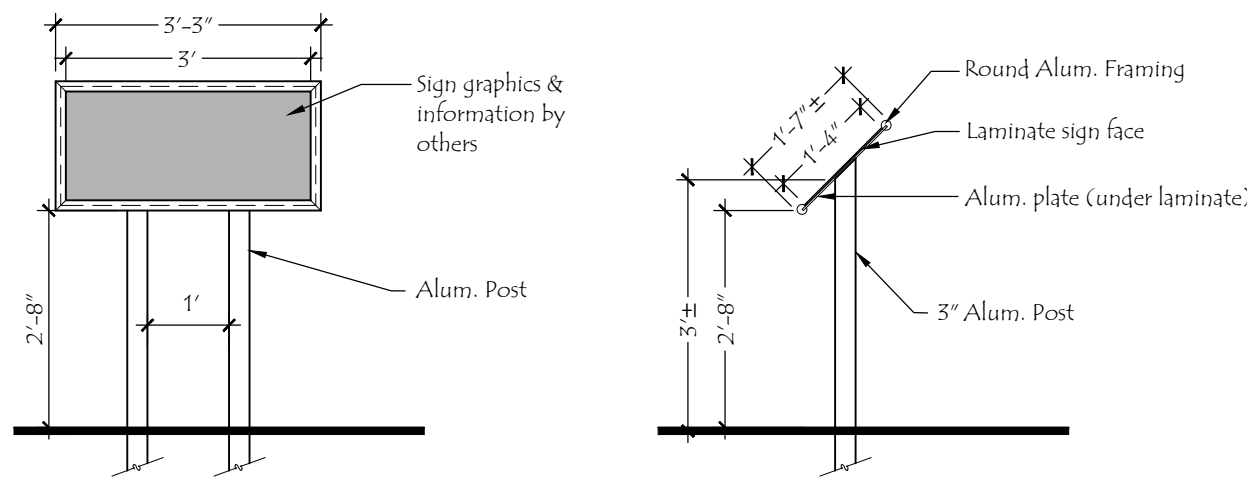
Belson Outdoors Palisade Wood
Bench, White Oak, Black Frame,
Surface Mount,
1-800-325-5664



Belson Outdoors Boulevard
Wood Bench, White Oak, Black
Frame, Surface Mount,
1-800-325-5664

Bench Details

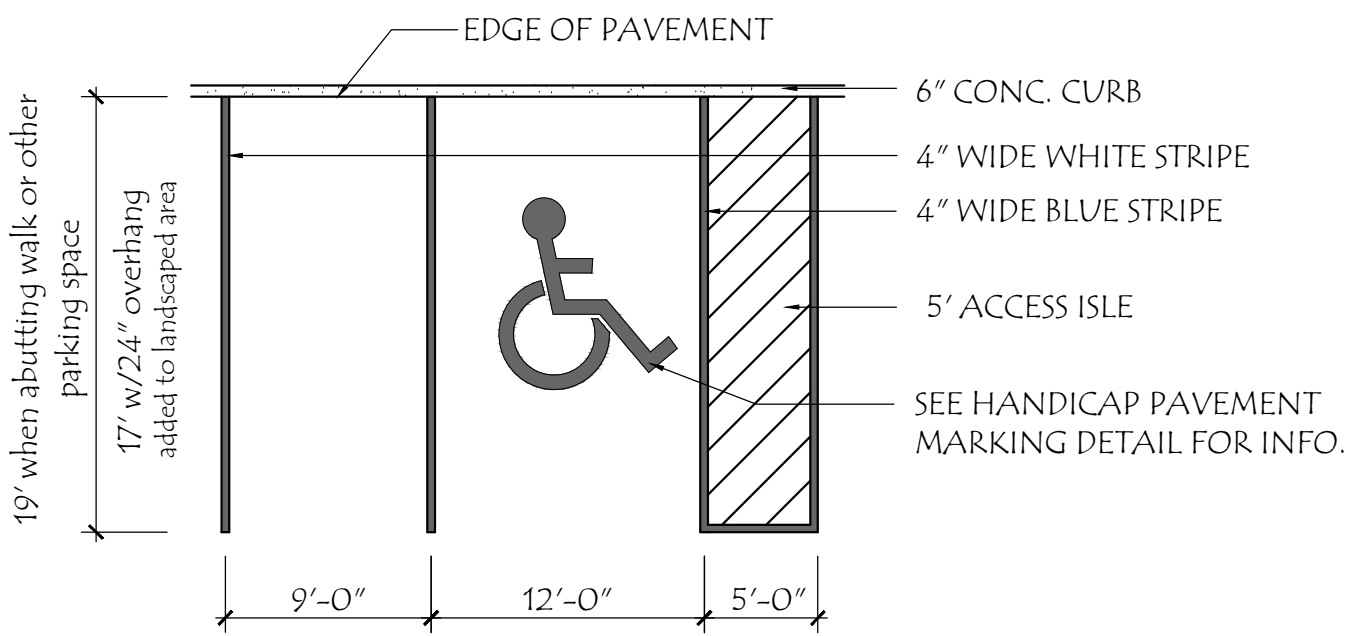
N.T.S.



- All alum. components to be bronze in color.
- Actual size of sign may vary depending on final graphic layout.

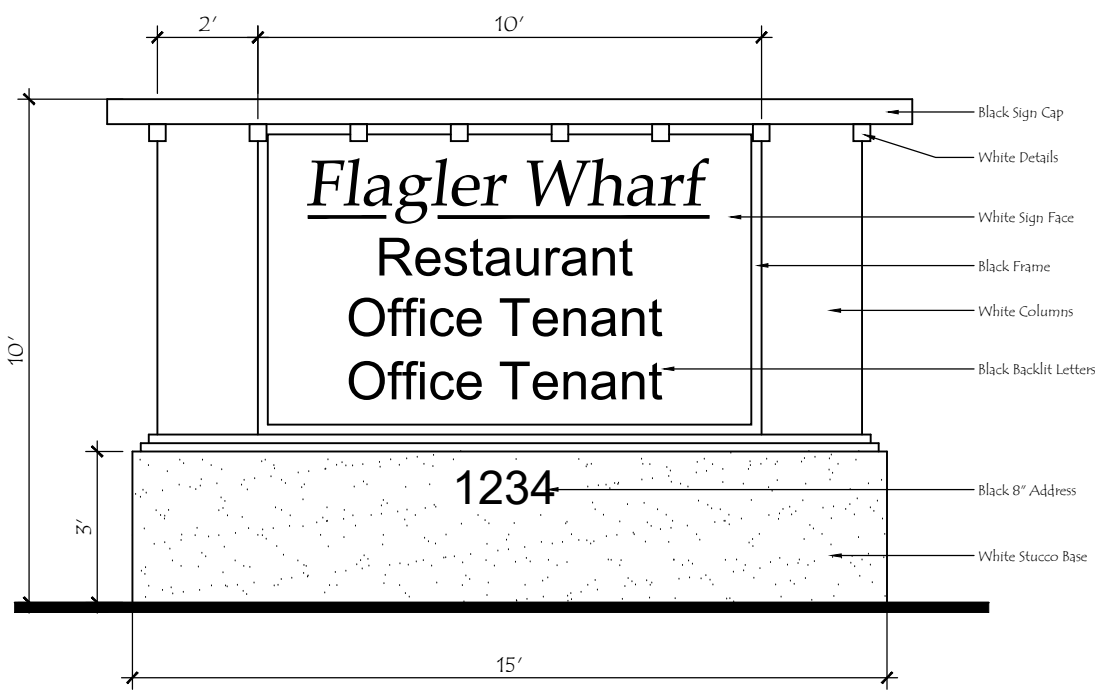
Interpretive Signage

N.T.S.



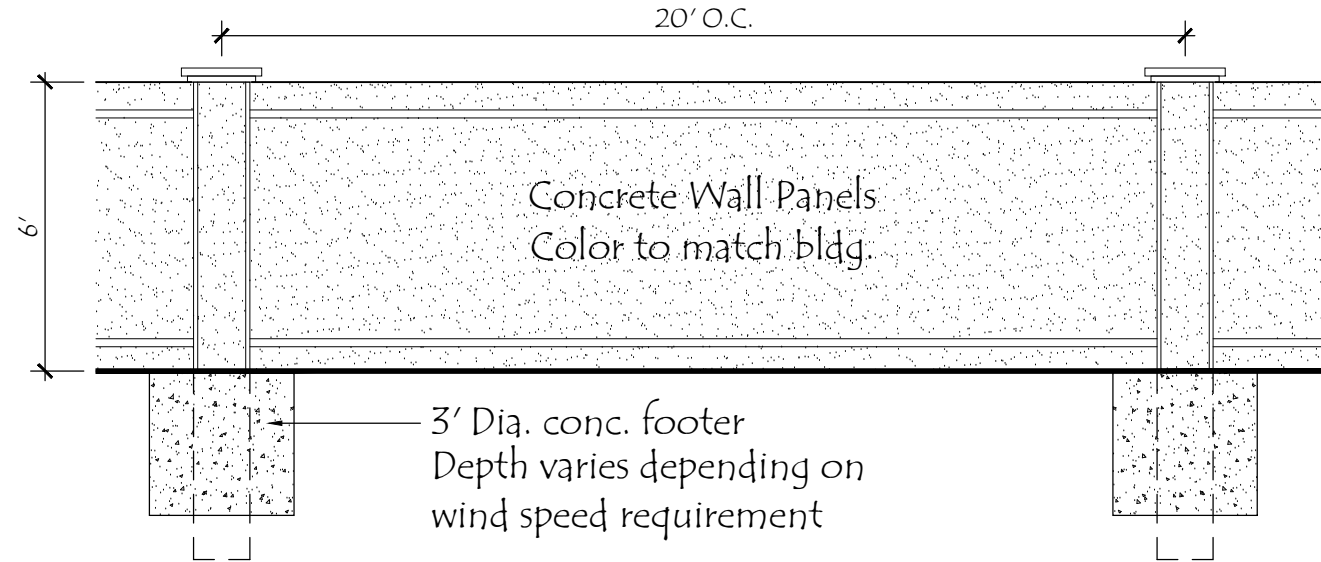
Parking Stall Detail

N.T.S.



P-8 Freestanding Sign

N.T.S.



6' Screen Wall Detail

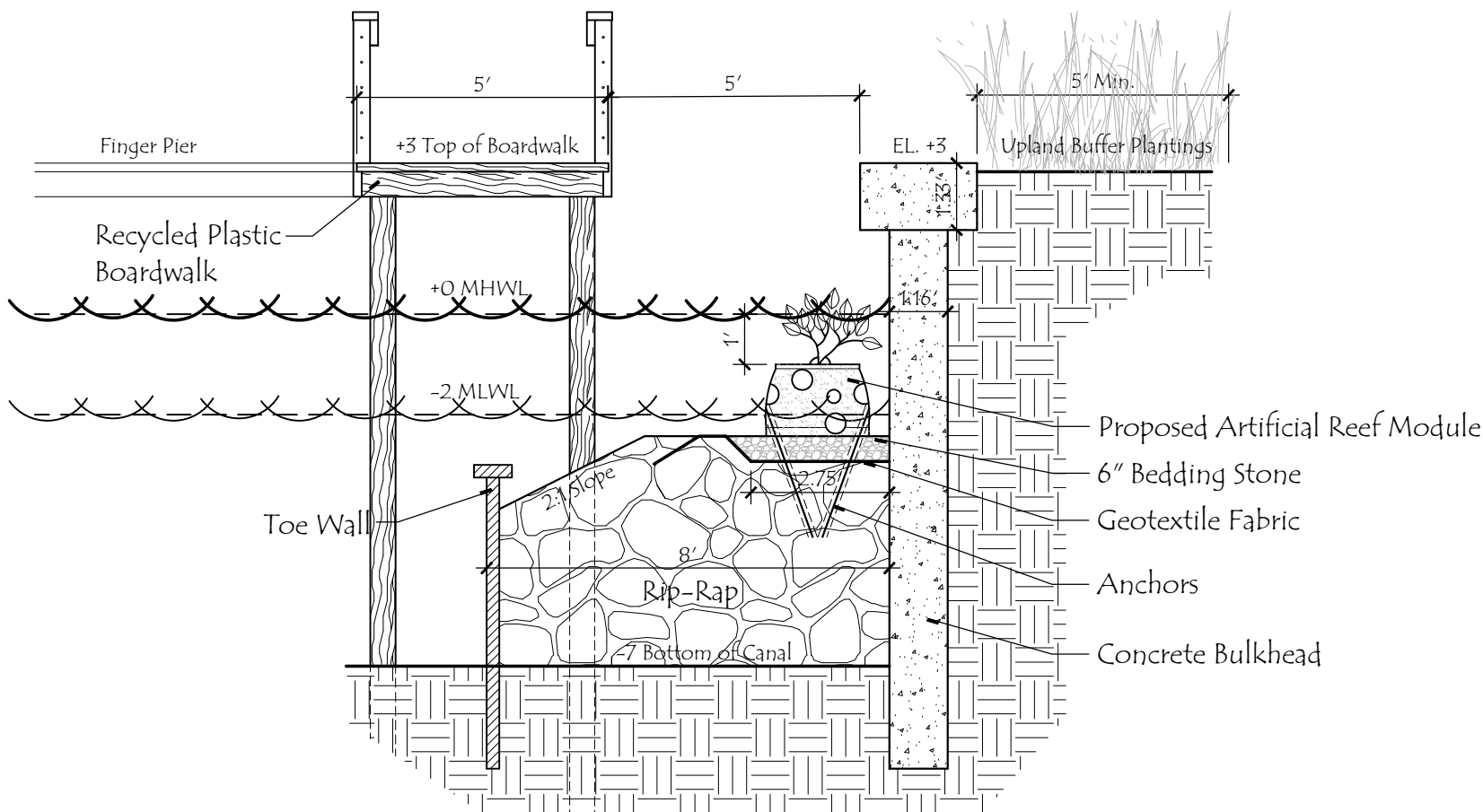
N.T.S.



FPL Traditional Carriage Post Top,
to match existing street lights,
mounted on standard black
fiberglass FPL poles.

FPL Streetlight Detail

N.T.S.



Mangrove Planting Detail

N.T.S.

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Job no.
Revisions: 5/29/24
6/20/24
7/18/24

Seal

LC C000177

Sheet Title:
Site
Development
Details

Not to Scale

Sheet No.

SP-3

00-0000

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www.2GHO.com

LANDSCAPE PLAN

Flagler Wharf

Jupiter, Florida

Seal

Scale: 1"=200'

10

22-0000

Misc. Data

Tree Requirements

FOUNDATION TREES REQ. (1/250 S.F.)	3 TREES
FOUNDATION TREES PROVIDED:	3 TREES
PARKING LOT TREES REQ. (1/15LAND)	11 TREES
PARKING LOT TREES PROVIDED:	27 TREES (INCLUDES RELOCATED CREDITS)
EXTRA INTERIOR TREES REQ.	42 TREES (INCLUDES RELOCATED CREDITS) (PALMS 5:1)
PERIMETER TREES REQ. (1/25 L.F.)	61 TREES (1,443 S.F.)
	(EXCLUDES 2 PRIVACY 487)
<u>PERIMETER TREES PROVIDED</u>	76 TREES (INCLUDES RELOCATED CREDITS)(PALMS 18:85)
TOTAL TREES REQ.	75 TREES
TOTAL TREES PROVIDED	150 TREES (INCLUDES RELOCATED) (PALMS 5:1)

	REQUIRED:	PROVIDED:
NATIVE TREE REQUIREMENT	50%	69.5% (121 OUT OF 174)
NATIVE SHRUB REQUIREMENT	50%	66.7% (2,990 OUT OF 4,478)
NATIVE GROUNDCOVER REQUIREMENT	50%	100% (168 OUT OF 168)
TOTAL PERCENTAGE OF NATIVE VEG. PROVIDED	50%	68% (3,279 OUT OF 4,820)
DROUGHT TOLERANT TREE REQUIREMENT	50%	67.2% (117 OUT OF 174)
DROUGHT TOLERANT SHRUB REQUIREMENT	50%	97.5% (5,848 OUT OF 6,000)
DROUGHT TOLERANT GROUNDCOVER REQUIREMENT	50%	100% (168 OUT OF 168)
TOTAL DROUGHT TOLERANT VEG. PROVIDED	50%	71.2% (5,430 OUT OF 7,642)

BUILDINGS (X4)	BUILDING PERIMETER	MIN. PERIMETER PLANTING REQ. (40%)	PERIMETER PLANTING PROVIDED	FOUNDATION PLANTING	FOUNDATION	FOOTING REQUIRED	FOUNDATION
				AREA REQUIRED (PERIMETER X 3.75)	PLANTING PROVIDED	TREES REQUIRED (1 PER 250 S.F. OF REQ.)	TREES PROVIDED
RESTAURANT	311 L.F.	124.4 L.F. (40%)	281 L.F. (90.3%)	466.5 S.F.	1,557 S.F.	2	3

ALL PLANTING AREAS SHALL RECEIVE ROOF COVERAGE FROM A MINIMUM OF 10 FEET TO PROTECT FROM HAIL DAMAGE TO PLANT SENSORS.

ALL PLANTING SHALL BE PROVIDED FROM ONE SITE WITH:

- ALL MECHANICAL/ELECTRICAL EQUIPMENT SHALL BE SCREENED FROM VIEW.
- ALL PLANTING WITHIN AN EXISTING UTILITY RIGHT-OF-WAY SHALL BE EQUAL TO OR GREATER THAN THE HEIGHT OF THE UTILITY BEING SCREENED.
- ALL TREES THAT ARE NOT LOCATED WITHIN A LANDSCAPE RAMP SHALL BE LOCATED WITHIN THE EXISTING UTILITY RIGHT-OF-WAY.
- ALL TREES AND SHRUBS SHALL BE PLANTED AT THE PROPOSED CONSTRUCTION PERIMETER EXCAVATED TO A DEPTH OF 30" TO 40" TO PROVIDE A PROPER ROOT BALL FOR THE PLANT.
- ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES LOCATED WITHIN THE EXISTING UTILITY RIGHT-OF-WAY.
- ALL PLANTING SHALL BE PLANTED CROWN AND 20' AROUND EXISTING UTILITY RIGHT-OF-WAY.

ALL PLANTING MATERIAL SHALL MEET THE FLORIDA GRASS AND STANDARDS OF THE FLORIDA

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION.

EXISTING PRESERVED AND/OR RELOCATED TREES SHALL BE PRUNED ACCORDING TO AND AS STANDARD BY THE FLORIDA TREE CARE ASSOCIATION.

AT TIME OF PLANTING, PERIMETER TREES SHALL BE SPACED IN A WAY THAT WILL ALLOW THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED PROPERTIES.

SEDS AND IRRIGATION SHALL BE PROVIDED WITHIN THE ROW BETWEEN THE SIDEWALK AND THE CURBING.

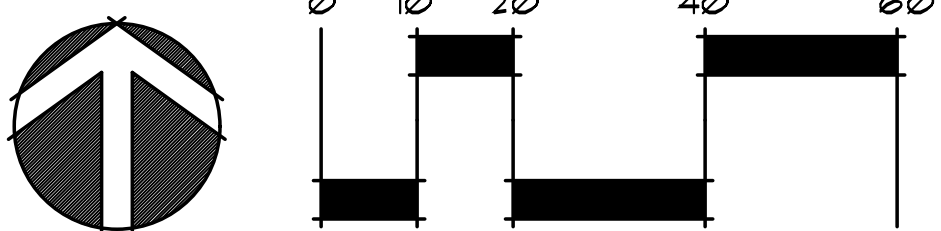
ALL 200' AND LONGER FPL POWER LINES ARE REQUIRED TO COMPLY WITH THE FPL PLANTING AND MAINTENANCE REQUIREMENTS.

ALL PLANTING LANDSCAPES SHALL INCORPORATE THE INSTALLATION OF MOUNTING NUTS ON SOLID 4" MIN. DIA. 1/2" LONG STEEL RODS.

ALL PLANT MATERIAL SHALL MEET THE FLORIDA GRASS AND STANDARDS OF THE FLORIDA

[illegible]

	Crape Myrtle 'Natchez'		Alexander Palm 'Double'		Ilex
	Live Oak		Southern Magnolia		Pink Muhly Grass
	Holly 'Eagleston'		Silver Bismarck Palm		Dune Daisy
	Gumbo Limbo		Triple Montgomery Palm		Lemon Grass
	Orange Geiger		Windmill Palm		Star Jasmine
	Sabal Palm		Lignum Vitae		Spineless Agave
	Silver Buttonwood		Red Mangrove		Ti Plant 'Auntie Lou'
	Black Ironwood		Liriope 'Super Blue'		Simpson's Stopper
	Green Buttonwood		Sand Cord Grass		Cocoplum 'Red Tip'
	Croton Std.		Cocoplum 'Horizontalis'		Small leaf Clusia
	Ligustrum		Croton 'Magnificent'		Relocated Live Oak
	Jatropha		Podocarpus 'Pringles'		Relocated Strangler Ficus
	Thatch Palm 'Triple'		Ficus 'Green Island'		
	Holly 'Nellie R. Stevens'		Florida Gamma Grass		
	Alexander Palm 'Single'		Dwarf Firebush		



Plant List

TREES										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE REMARKS	
BS	7	BURSERIA SUMATRANA	GUMBO LIMBO	12'	1-6'	2" MIN.	A.S.	V	1/2" MIN FULL SPECIMEN	
CE	9	CONOCARPUS ERECTUS	GREEN BUTTWOOD	12 FT.	6-7'	HEAVY	A.S.	V	FULL & THICK TO BASE 3' C.T.	
CS	14	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTWOOD	10	6 FT.	3.5 IN.	A.S.	V	FULL, STANDARD, 3' C.T.	
CD	10	CORDIA SEBESTENA	GEGER TREE	12	5-6'	2.5"	A.S.	V	FULL DENSE CANOPY MATCHED	
IA	4	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12 FT.	7-8'	2.5"	A.S.	V	FULL & THICK, FULL TO BASE	
IN	10	ILEX ATTENUATA 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	7	4-5'	1.5"	A.S.	M	V	FULL & THICK 2' C.T.
JJ	3	JATROPHA INTEGRIRAMA	JATROPHA	4'	3-4 FT.		A.S.	L	N	FULL DENSE CANOPY, STANDARD
KF	11	KRIGIODENDRON FERREUM	BLACK IRONWOOD	10	5-6'	2" MIN.	A.S.	V	V	FULL DENSE CANOPY
LI	6	LAGERSTROMIA INDICA 'NATCHEZ'	CRAP MYRTLE	12	6-7'	2.5"	A.S.	M	N	FULL DENSE CANOPY - MULTI TRUNK
LJ	11	LIGUSTRUM JAPONICUM	WAX PRIVET	12	8-10"	MULTI	A.S.	M	N	FULL DENSE CANOPY MATCHED
MG	4	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	12'	5-6'	2.5"	A.S.	L	N	FULL & THICK TO GROUND, CONE SHAPED, SHEARED, FL. FANCY
PALMS										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT		CALIPER	SPACING	D.T.	NATIVE REMARKS	
BN	6	BISMARCKIA NOBILIS 'SILVER'	SILVER BISMARCK	14'	G.W.	HEAVY	A.S.	M	N	FULL & THICK SPECIMEN, MATCHED HEIGHTS
PT2	4	PTYCHOSPERMA ELEGANS	ALEXANDER PALM 'DOUBLE'	8'	G.W.	DOUBLE	A.S.	M	N	FULL, DOUBLE TRUNK, MATCHED HEIGHTS SCAR FREE
PT	13	PTYCHOSPERMA ELEGANS	ALEXANDER PALM 'SINGLE'	12'	G.W.	SINGLE	A.S.	M	N	FULL, SINGLE TRUNK SCAR FREE
SP	46	SABAL PALMETTO	SABAL PALM	14-32'	C.T.		A.S.	V	V	STAGGER HEIGHTS IN GROUPS; HURRICANE CUT 80% CURVED TRUNK (S-1-BANANA) (23 RELOCATED FROM SITE)
TR3	7	THRINAX RADIATA	FLORIDA THATCH PALM	5-6'	O.A.	TRIPLE	A.S.	V	V	FULL & THICK, TRIPLE, MATCHED HEIGHTS
WJ	3	TRACHYCARPUS FORTUNEI	WINDMILL PALM	3-5'	O.A.	MULTI	A.S.	M	N	FULL & THICK, TRIPLE, SPECIMENS
VM3	6	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM 'TRIPLE'	14'	G.W.	TRIPLE	A.S.	M	N	FULL & THICK, TRIPLE, MATCHED HEIGHTS
ACCENTS										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE REMARKS	
AGA	41	AGAVE ATTENUATA	SPIKELESS AGAVE	18"	18"	#15	A.S.	M	N	FULL, 1 P.P.P.
COM1	4	CODAIEUM VARIEGATUM 'MAMMEY'	MAMMEY CROTON	48"	20"	#15	A.S.	M	N	STD. 2' C.T. - DENSE CANOPY
COR	12	CORDYLINE FRUTICOSA 'AUNTIE LOU'	AUNTIE LOU TI PLANT	2'	O.A.	#3	A.S.	L	N	FULL TO BASE 3 P.P.P.
GU	11	GUANICUM SANCTUM	NATIVE LIGUUM VITAE	4-5'	3-4"	#1	A.S.	V	V	
SHRUBS										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE REMARKS	
CHR	78	CHRYSOBAUANUS ICAGO	HORIZONTAL CROCOPULM	10 IN.	14 IN.					FULL & THICK TO BASE 'HORIZONTAL'
CHR	71	CHRYSOBAUANUS ICAGO 'RED TIP'	RED TIP CROCOPULM	24"	18"	#3 MIN.	2' O.C.	V	V	FULL TO BASE
CLF2	27	CLUSIA FLAVA	SMALL LEAF CLUSIA	30"	24"	#3	2' O.C.	V	V	FULL TO BASE
CFL	100	CLUSIA FLAVA	SMALL LEAF CLUSIA	6"	36"	#3MIN	4' O.C.	V	V	FULL TO BASE
COD	359	CODAEAUM VARIEGATA 'MAGNIFICENT'	CROTON 'MAGNIFICENT'	12 IN.	12 IN.	#3	2' O.C.	M	N	FULL & THICK TO BASE
CTC	17	CYMBOPOGON CITRATUS	LEMON GRASS	18"	18"	#3	2' O.C.	M	N	FULL DENSE CLUMP
FAC	204	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	12 IN.	12 IN.	#3	2' O.C.	V	V	FULL TO BASE
ILV	1330	ILEX VOMITORIA STOKES DWARF	STOKES DWARF	12 IN.	12 IN.	#3	2' O.C.	V	V	FULL & THICK TO BASE
JAN	63	JASMINUM NITIDUM	STAR JASMINE	24 IN.	18 IN.	#3	2' O.C.	M	N	FULL TO BASE
LJR	356	LIRIOPE MUSCARI 'SUPER BLUE'	LIRIOPE 'SUPER BLUE'	14"	12"	#1	1.5' O.C.	M	N	FULL DENSE CLUMP
MUC	130	MULEBERRIA CAYLANS	MULBERRY GRASS	24"	18"	#3	2' O.C.	V	V	FULL DENSE CLUMP
MYF	291	MYRSINANTHES FRAGRANS	SIMPSON'S STOPPER	24"	16"	#3MIN	2' O.C.	V	V	FULL TO BASE
PDP	606	PODOCARPUS MACROPHYLLUS 'PRINGLE'	DWARF PODOCARPUS	14 IN.	12 IN.	#3	2' O.C.	L	N	FULL & THICK TO BASE
SPB	189	SPARTINA BAKERI	SAND CORDGRASS	24"	22"	#3	2.5' O.C.	V	V	FULL DENSE CLUMP
TFL	308	TRIPLODENDRON FLORIDANA	FLORIDA GAMMA GRASS	18 IN.	18 IN.	#3	2.5' O.C.	V	V	FULL DENSE CLUMP

VINES										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE REMARKS	
CRM	1	CRYPTOSTEGIA MADAGASCARIENSIS	RUBBER VINE	5'	4'-5'	#25	A.S.	L	N	STANDARD FULL DENSE CANOPY
PAS	7	PASSIFLORA INCARNATA	PURPLE PASSIONFLOWER	5'	24"	#10	A.S.	M	V	FULL TO BASE TRELLIS
GROUNDCOVER										
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE REMARKS	
HED	168	HELIANTHUS DEBILIS	DUNE SUNFLOWER	18"	16"	#3	2' O.C.	V	V	FULL DENSE CLUMP
Marginal / Aquatics										
Abbreviation Number Species Common Name Height Girth Density Specification Diameter										
RH 68 RHIZOPHORA MANGLE RED MANGROVE 24" L A.S. BARE ROOT PLANTING OR OTHER ALTERNATIVE METHODS Y										
- SOD, ST. AUGUSTINE										
- MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN., SHREPPED MELALUECA MULCH.										
- ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM.										
EQUIPPED WITH A RAIN SENSOR.										
V = VERY DROUGHT TOLERANT										
L = MODERATE DROUGHT										
= LOW DROUGHT										
Y = NATIVE VEGETATION										
N = NON-NATIVE VEGETATION										

Specifications - Exterior Plants

1.4. QUALITY ASSURANCE:

SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDSCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPLICATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDMENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5. DELIVERY, STORAGE AND HANDLING:

PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, FRAYED, SPLIT OR SKINNED BRANCHES, LIMBS OR ROOTS TO BE PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6. WARRANTY:

WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITHIN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TO LANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7. MAINTENANCE SERVICE:

MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOVING, PRUNING, RESETTling SETTLED PLANTS, REMOVING, REPAIRING OR REPLACING STAKES AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8. QUANTITIES, LOCATION AND SUBSTITUTIONS:

THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1. PLANT MATERIAL:

PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z 60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4. TOP SOIL:

TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5. INORGANIC SOIL AMENDMENTS:

SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

ENDOMYCORRHIZAL FUNGI	HORTA-SORB WATER MANAGEMENT GEL
ECTOMYCORRHIZAL FUNGI	TRICHODERMA
BENEFICIAL BACTERIA	YUCCA PLANT EXTRACTS
HUMIC ACID	VITAMIN B COMPLEX
SOLUBLE SEA KELP	
AMINO ACIDS	

2.6. ORGANIC SOIL AMENDMENTS:

PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7. FERTILIZATION:

PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY "MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:

5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-16" MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-12" MATERIAL
0.89 LBS OR 2.00 CUPS / 8-9" MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL. MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL. MATERIAL

2.8. MULCHES:

MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN. PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10. PLANTING SOIL MIX:

BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1. PLANTING BED ESTABLISHMENT:

PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL, IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2. PLANTING TREES:

LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION, SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 8" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES, LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 800 LB. POLYPROP UP WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS. CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 METHOD. FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.2. PLANTING SHRUBS:

EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CONTAINER GROWN MATERIALS SHALL BE PLANTED WITH 48 HOURS AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4. PLANTING GROUNDCOVERS:

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST. LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

Specifications - Lawns and Grasses

2.1. PRODUCTS:

SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3. FERTILIZER:

FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1. LAWN PREPARATION:

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

3.2. SODDING:

SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT TREES PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

General Notes:

SOD, TO BE ST. AUGUSTINE UNLESS OTHERWISE NOTED ON PLANS

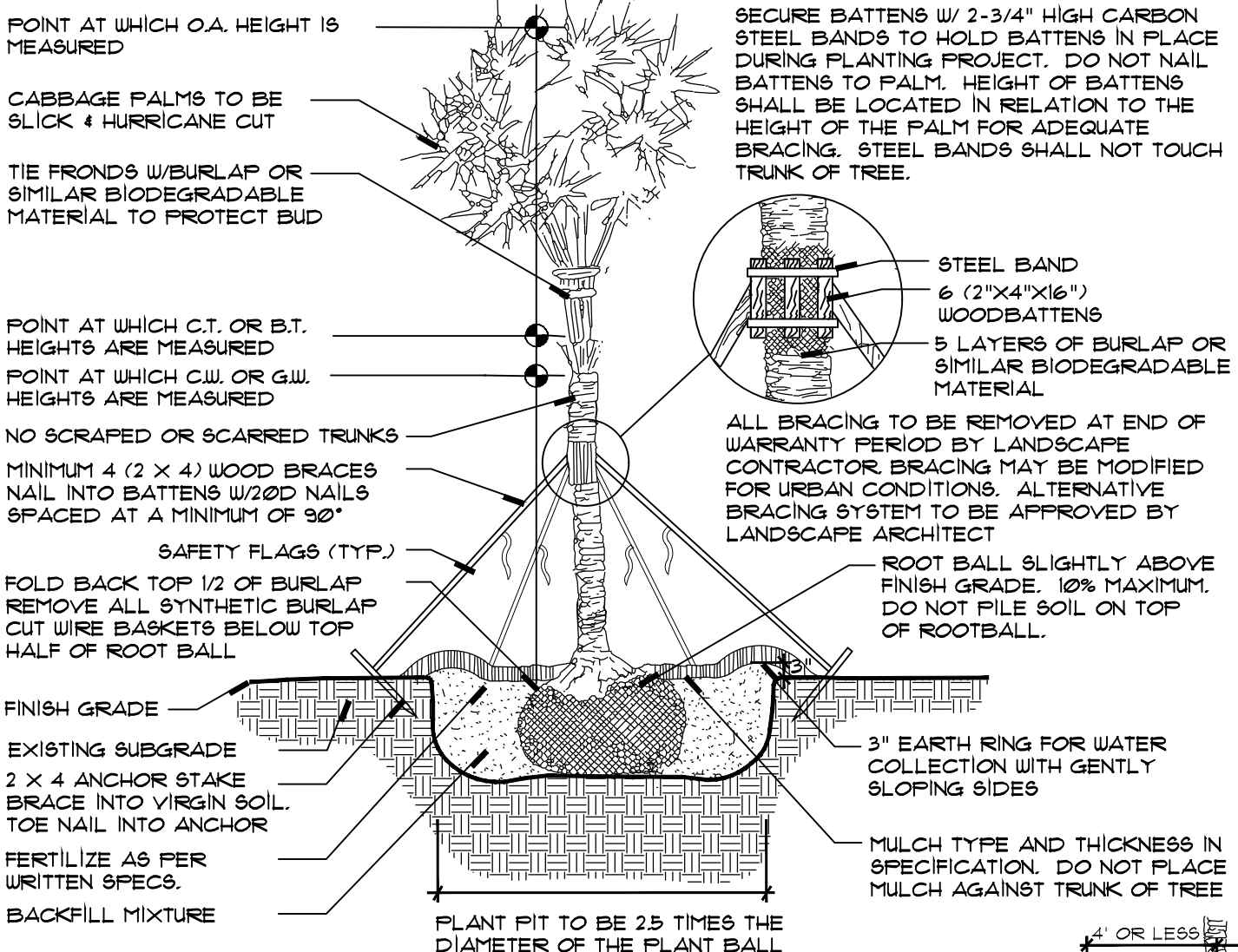
ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

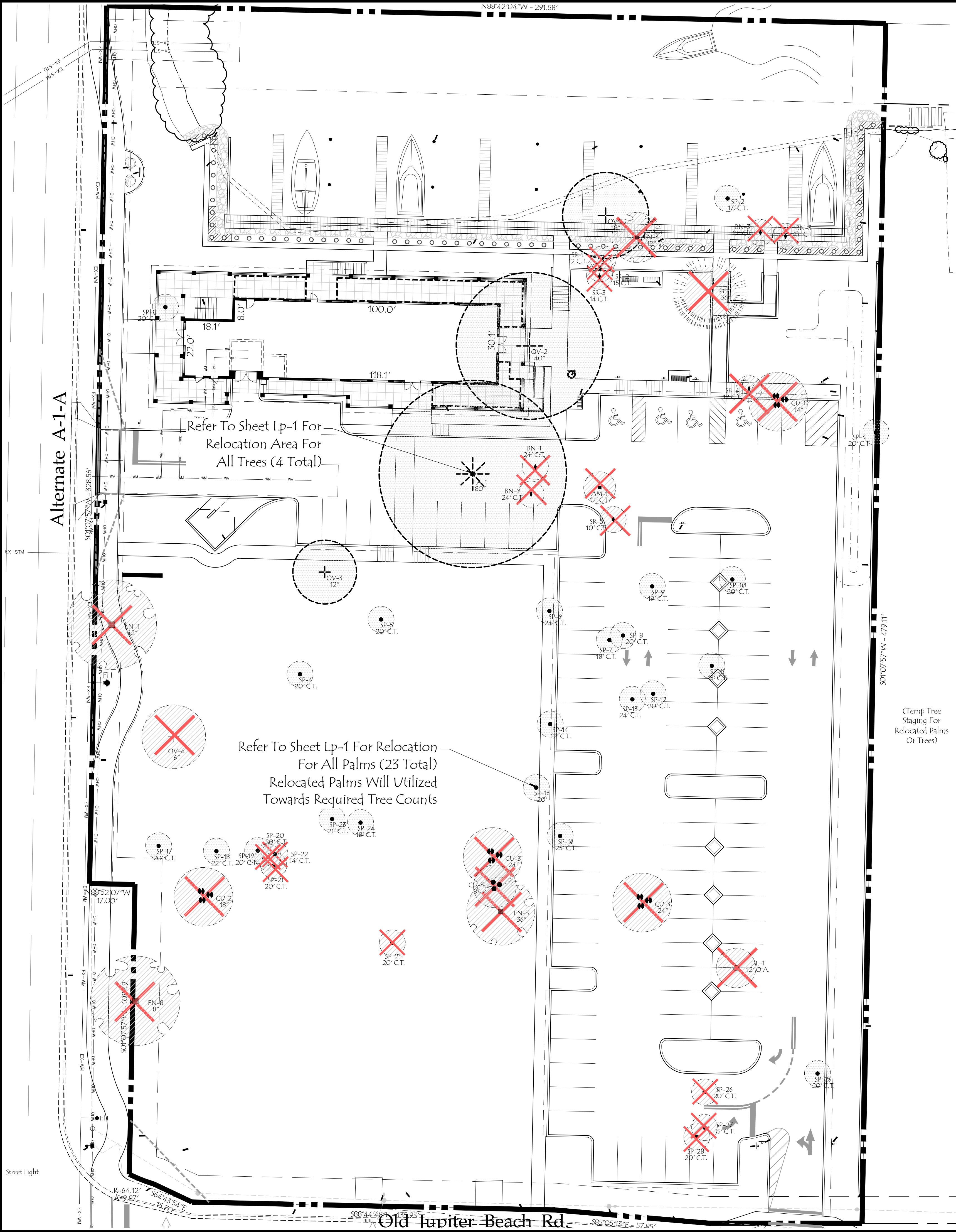
ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITIES:

ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811 TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

Details





Tree Disposition Data

TREE / PALM LEGEND

SP=	CABBAGE PALM
FA=	STRANGLER FICUS
CU=	SEAGRAPE
QV=	LIVE OAK
PE=	PINE TREE
SR=	NON-NATIVE QUEEN PALM
DL=	NON-NATIVE ARECA PALM
FN=	NON-NATIVE FICUS SPECIES
AM=	NON-NATIVE CHRISTMAS PALM
BN=	NON-NATIVE BISMARCK PALM
D.B.H.=	DIAMETER BREAST HEIGHT
C.T.=	CLEAR TRUNK

Tree No.	Tree	Height (Ft.)	Tree Count	Action	Mitigation Credits Required	Tree Credits (Relocated On Site)
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SABAL PALMS

SP-1	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-2	CABBAGE PALM	17'	1	Relocate	N/A	1
SP-3	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-4	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-5	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-6	CABBAGE PALM	24'	1	Relocate	N/A	1
SP-7	CABBAGE PALM	18'	1	Relocate	N/A	1
SP-8	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-9	CABBAGE PALM	19'	1	Relocate	N/A	1
SP-10	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-11	CABBAGE PALM	15'	1	Relocate	N/A	1
SP-12	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-13	CABBAGE PALM	24'	1	Relocate	N/A	1
SP-14	CABBAGE PALM	12'	1	Relocate	N/A	1
SP-15	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-16	CABBAGE PALM	25'	1	Dead	1	N/A
SP-17	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-18	CABBAGE PALM	22'	1	Relocate	20'	1
SP-19	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-20	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-21	CABBAGE PALM	20'	1	Relocate	N/A	1
SP-22	CABBAGE PALM	14'	1	Relocate	N/A	1
SP-23	CABBAGE PALM	21'	1	Relocate	N/A	1
SP-24	CABBAGE PALM	18'	1	Dead	1	N/A
SP-25	CABBAGE PALM	20'	1	Dead	1	N/A
SP-26	CABBAGE PALM	20'	1	Dead	1	N/A
SP-27	CABBAGE PALM	15'	1	Dead	1	N/A
SP-28	CABBAGE PALM	20'	1	Dead	1	N/A
SP-29	CABBAGE PALM	20'	1	Relocate	N/A	1
TOTALS: CABBAGE PALM			29			
Total Credits Based on Sec. 26-121(3) Table I & II:				6		23

OAKS		D.B.H.				
QV-1	LIVE OAK	18.0	1	Relocate	N/A	10
QV-2	LIVE OAK	48.0	1	Relocate	N/A	12
QV-3	LIVE OAK	12.0	1	Relocate	N/A	8
QV-4	LIVE OAK	6.0	1	Remove	6	N/A
TOTALS: OAK			4			
Total Credits Based on Sec. 26-121(3) Table I & II:				6		30

PINES		D.B.H.				
PE-1	SLASH PINE	36.0	1	Dead	12	N/A
TOTALS: PINE			1			
Total Credits Based on Sec. 26-121(3) Table I & II:				12		0

STRANGLER FICUS		D.B.H.				
FA-1	STRANGLER FICUS	80.0	1	Relocate	N/A	12
TOTALS: FICUS			1			
Total Credits Based on Sec. 26-121(3) Table I & II:				0		12

SEAGRAPE		D.B.H.				
CU-1	SEAGRAPE	14.0	1	Remove	8	N/A
CU-2	SEAGRAPE	18.0	1	Remove	10	N/A
CU-3	SEAGRAPE	24.0	1	Remove	12	N/A
TOTALS: SEAGRAPE			3			
Total Credits Based on Sec. 26-121(3) Table I & II:				30		0

NON NATIVE TREES		D.B.H. / C.T.				
DL-1	ARECA PALM	MULTI	1	Remove	NON NATIVE	NON NATIVE
FN-1	FICUS SPECIES	42"	1	Remove	NON NATIVE	NON NATIVE
FN-2	FICUS SPECIES	8"	1	Remove	NON NATIVE	NON NATIVE
FN-3	FICUS SPECIES	32"	1	Remove	NON NATIVE	NON NATIVE
BN-1	BIZMARCK PALM SP.	28"	1	Remove	NON NATIVE	NON NATIVE
BN-2	BIZMARCK PALM SP.	28"	1	Remove	NON NATIVE	NON NATIVE
BN-3	BIZMARCK PALM SP.	12"	1	Remove	NON NATIVE	NON NATIVE
BN-4	BIZMARCK PALM SP.	12"	1	Remove	NON NATIVE	NON NATIVE
SR-1	QUEEN PALM	12"	1	Remove	NON NATIVE	NON NATIVE
SR-2	QUEEN PALM	15'	1	Remove	NON NATIVE	NON NATIVE
SR-3	QUEEN PALM	14'	1	Remove	NON NATIVE	NON NATIVE
SR-4	QUEEN PALM	12'	1	Remove	NON NATIVE	NON NATIVE
SR-5	QUEEN PALM	10'	1	Remove	NON NATIVE	NON NATIVE
AM-1	CHRISTMAS PALM	12'	1	Remove	NON NATIVE	NON NATIVE
TOTALS: NON NATIVE TREE			14		N/A	N/A

TOTAL NUMBER OF PALMS AND TREES ON SITE:	52
TOTAL NUMBER OF PALMS AND TREES TO BE RELOCATED:	27
TOTAL NUMBER OF TREES TO BE REMOVED:	25

TOTAL MITIGATION CREDITS REQUIRED:	54
TOTAL MITIGATION CREDITS PROVIDED:	65
TOTAL MITIGATION CREDITS REMAINING:	11
TOTAL MITIGATION TO REPLACE ON SITE:	0

NOTES:

- ALL TREE MITIGATION CREDITS FOLLOW THE TOWN OF JUPITER'S LDR'S CHAPTER 26- VEGETATION & ENVIRONMENTAL PRESERVATION & SECTION 26-121(2)
- ALL EXISTING NATIVE TREES & PALMS ON SITE ARE GIVEN CREDITS FOLLOWING TREE CREDIT 26-121(3) TABLE II FOR NATURALLY OCCURRING TREES
- REFER TO TREE SURVEY PLANS FOR ALL EXISTING TREE & PALM LOCATIONS
- N/A = NOT APPLICABLE TOWARDS COUNTS
- ALL TREES ARE MEASURED WITH D.B.H.
- ALL PALMS ARE MEASURED WITH CLEAR TRUNK
- NON-NATIVE TREES & PALMS ARE NOT COUNTED OR CREDITED TOWARDS MITIGATION REQUIREMENTS OR COUNTS

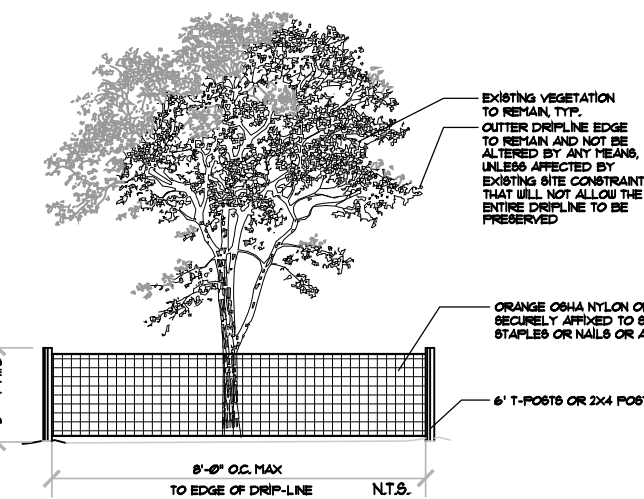
Plant Legend

Relocated	Removed
Live Oak (Native)	Live Oak (Native)
Cabbage Palm (Native)	Cabbage Palm (Native)
Queen Palm (Non-Native)	Queen Palm (Non-Native)
Ficus Tree (Non-Native)	Ficus Tree (Non-Native)
Slash Pine (Native)	Slash Pine (Native)
Bismarck Palm (Non-Native)	Bismarck Palm (Non-Native)
Crape Myrtle (Non-Native)	Crape Myrtle (Non-Native)
Seagrape (Native)	Seagrape (Native)
Areca Palm (Non-Native)	Areca Palm (Non-Native)
Strangler Ficus (Native)	Strangler Ficus (Native)
Christmas Palm (Non-Native)	Christmas Palm (Non-Native)

Notes

- ALL RELOCATED VEGETATION SHALL RECEIVE TEMPORARY IRRIGATION FROM A FULLY AUTOMATIC IRRIGATION CLOCK, OR OTHER WATER SOURCE TO GUARANTEE SURVIVAL
- IF STAGING AREA IS REQUIRED THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE SITE CONTRACTOR FOR TEMPORARY LOCATIONS TO HOLD MATERIAL WITHOUT BEING AFFECTED BY OTHER CONSTRUCTION ACTIVITIES ON SITE DURING DEVELOPMENT
- ALL EXISTING VEGETATION SHALL BE PROTECTED PER DETAIL ON SHEET TD-1 FOR ALL TREES TO REMAIN.
- ALL TREES & PALMS SHALL BE DOCUMENTED WITH PICTURES PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ASSURE ANY DAMAGED OR DEAD MATERIAL IS REPLACED ACCORDING TO THE TOWN MITIGATION REQUIREMENTS AND WILL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND THE LANDSCAPE CONTRACTOR
- IF ANY DAMAGE TO EXISTING TREE ARE DAMAGE OR KILLED DURING CONSTRUCTION THE SITE & LANDSCAPE CONTRACTOR SHALL PROVIDE REASON FOR THE DAMAGE AND COORDINATE WITH LANDSCAPE ARCHITECT AND TOWN OF JUPITER NATURAL RESOURCE DEPT.
- SABAL PALM BEST MANAGEMENT PRACTICE (BMP) SHALL BE UTILIZED TO RELOCATE THE SABAL PALMS.
- BMP MEASURES SHALL BE APPROVED PRIOR TO COMMENCEMENT OF WORK BY LANDSCAPE ARCHITECT AND THE TOWN OF JUPITER NATURAL RESOURCE DEPT.
- IF ANY SABAL PALMS ARE DISCARDED BY THE CONTRACTOR OR FAIL TO SURVIVE WHEN NOT USING APPROVED BMP MEASURES, THE CONTRACTOR WILL BE REQUIRED TO REPLACE AT DOUBLE THE QUANTITY SPECIFIED FOR RELOCATION. AT THE CONTRACTOR'S SOLE EXPENSE. HOWEVER, IF AN APPROVED BMP PLAN IS ADHERED TO AND, IN SPITE OF CONTRACTOR'S BEST EFFORTS, SOME OF THE SABAL PALMS DIE, THE REGULATORY AGENCY MAY RULE THAT THEY WILL NOT NEED TO BE REPLACED.
- ALL EXOTIC, PROHIBITED PLANT SPECIES SHALL BE REMOVED.

Tree Protection Detail



FENCING OF PRESERVED TREES:
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA OF THE TREE WITHIN A FENCE OR SIMILAR BARRIERS AS NOTED AT THE EDGE OF THE TREE DRIP LINE OR GREATER WHERE CONDITIONS ALLOW.
- 6 FOOT WOODEN (OR EQUIVALENT) 1" POSTS OR AT LEAST 2 x 4 INCH POSTS SHALL BE IMPLANTED IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH 2" IN GROUND MIN. 4 AT LEAST 3-4 FEET VISIBLE ABOVE THE GROUND.
- THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 8 FEET APART AND SHALL BE LINKED TOGETHER BY ORANGE OSHA NYLON NET OR POLYPROPYLENE FENCE, OR OTHER
- NO HEAVY EQUIPMENT, VEHICLES, COMPACTION, STORAGE OF MATERIALS, ETC, SHALL OCCUR WITHIN THE VEG. PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES
- NO FINAL GRADE CHANGES SHALL OCCUR WITHIN THE PROTECTED AREA
- NO FILL SHALL BE PLACED WITHIN THE EXISTING PERVIOUS AREA WITHIN THE DRIP LINE ZONE OF THE TREE CANOPY
- PROTECTION FENCE LOCATION SHALL BE APPROVED BY THE CITY/COUNTY FORESTER AND LANDSCAPE ARCHITECT
- CONTRACTOR SHALL ENSURE 100% SURVIVABILITY TO ALL EXISTING TREES TO REMAIN

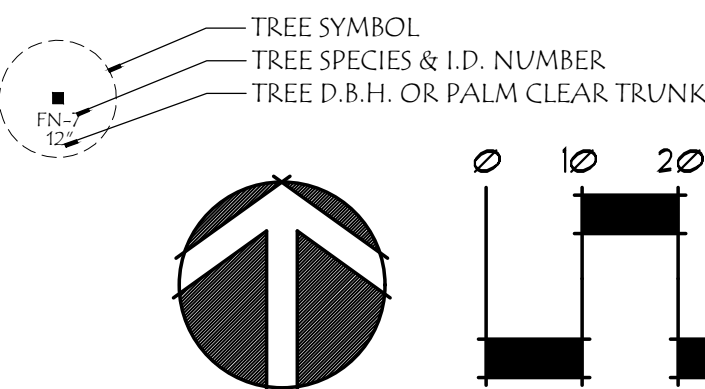
FENCING OF UNDISTURBED AREAS:

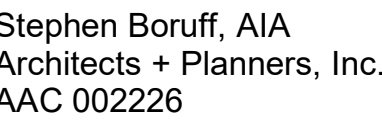
PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA OR TREE WITHIN A FENCE OR SIMILAR BARRIERS AS SHOWN 6" WOODEN (OR EQUIVALENT) 1" POSTS OR WOOD AT LEAST 2 x 4 INCH POSTS SHALL BE IMPLANTED IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH 2" IN GROUND MIN. 4 WITH AT LEAST 3-4 FEET VISIBLE ABOVE THE GROUND. THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 8 FEET APART, AND SHALL BE LINKED TOGETHER BY ORANGE OSHA NET FENCE FABRIC OR OTHER. NO HEAVY EQUIPMENT, VEHICLES, STORAGE OF MATERIALS, ETC, SHALL OCCUR WITHIN THE VEG. PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES. NO FINISH GRADE FILL SHALL BE PLACED WITHIN A ZONE OF 1/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTION OR ADDING FILL.

UTILITY WORK (TRENCHING) WITHIN THE CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTION OR ADDING FILL. THE TREE BARRICADE WILL BE MODIFIED TEMPORARILY TO ALLOW ONLY THE MINIMUM WORK ZONE TRESPASS INTO THE CANOPY AREA, CONTINUING TO PROTECT THE REST OF THE CANOPY AREA WITH BARRICADE. NO FILL, EVEN TEMPORARY, SHALL BE PLACED IN ANY PROTECTED ZONE. AT THE CONCLUSION OF SAID ACTIVITY, THE WORKZONE SHALL BE CLEANED UP, & TREE BARRICADES REPLACED TO THEIR ORIGINAL CONFIGURATION.

Tree I.D.





Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:



Flagler Wharf

Jupiter Florida

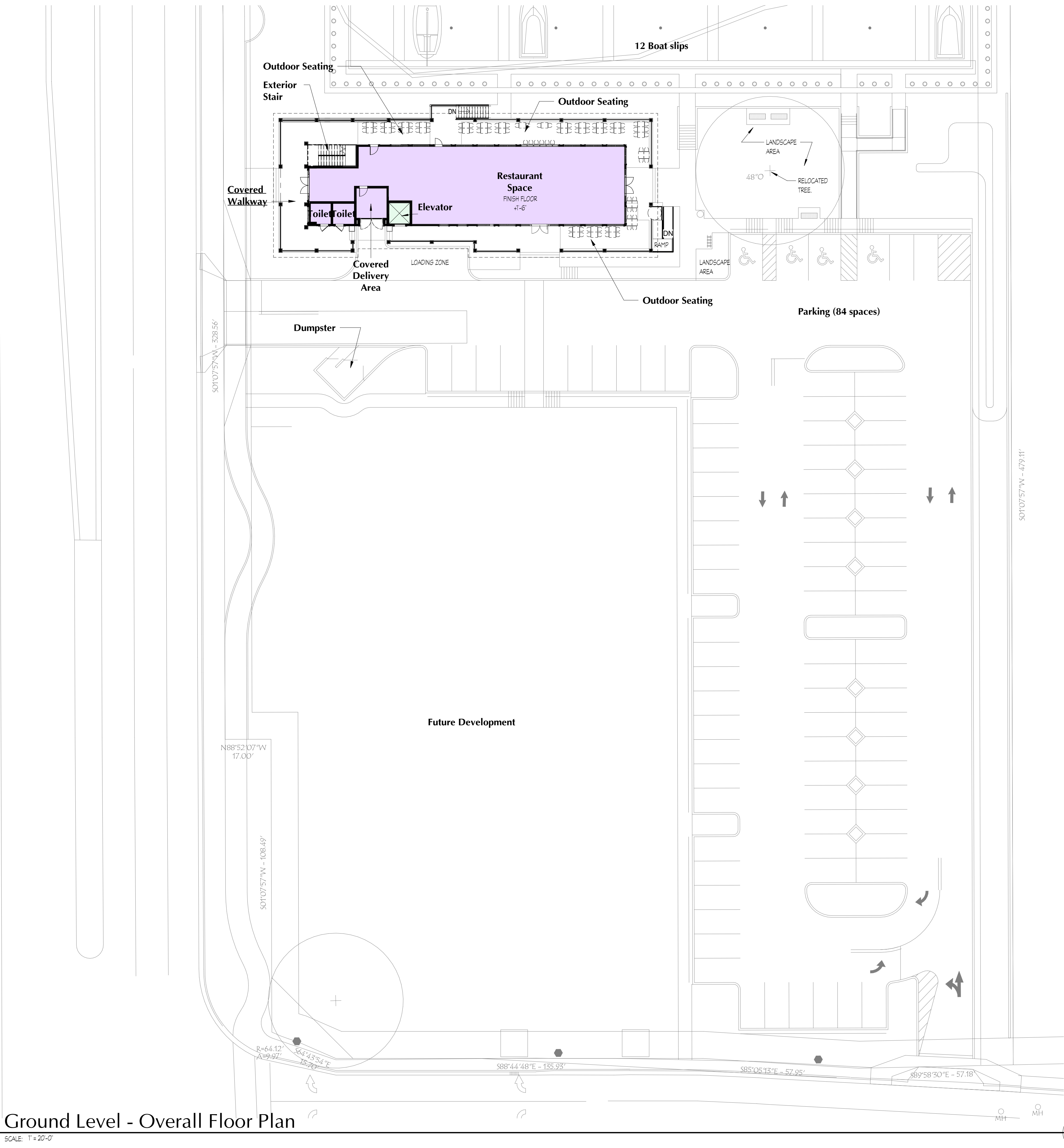
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CONSTRUCTION**

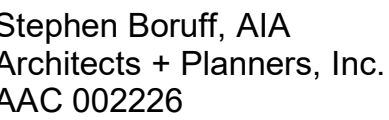
SITE PLAN APPROVAL

19 July 2024

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Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:



Flagler Wharf

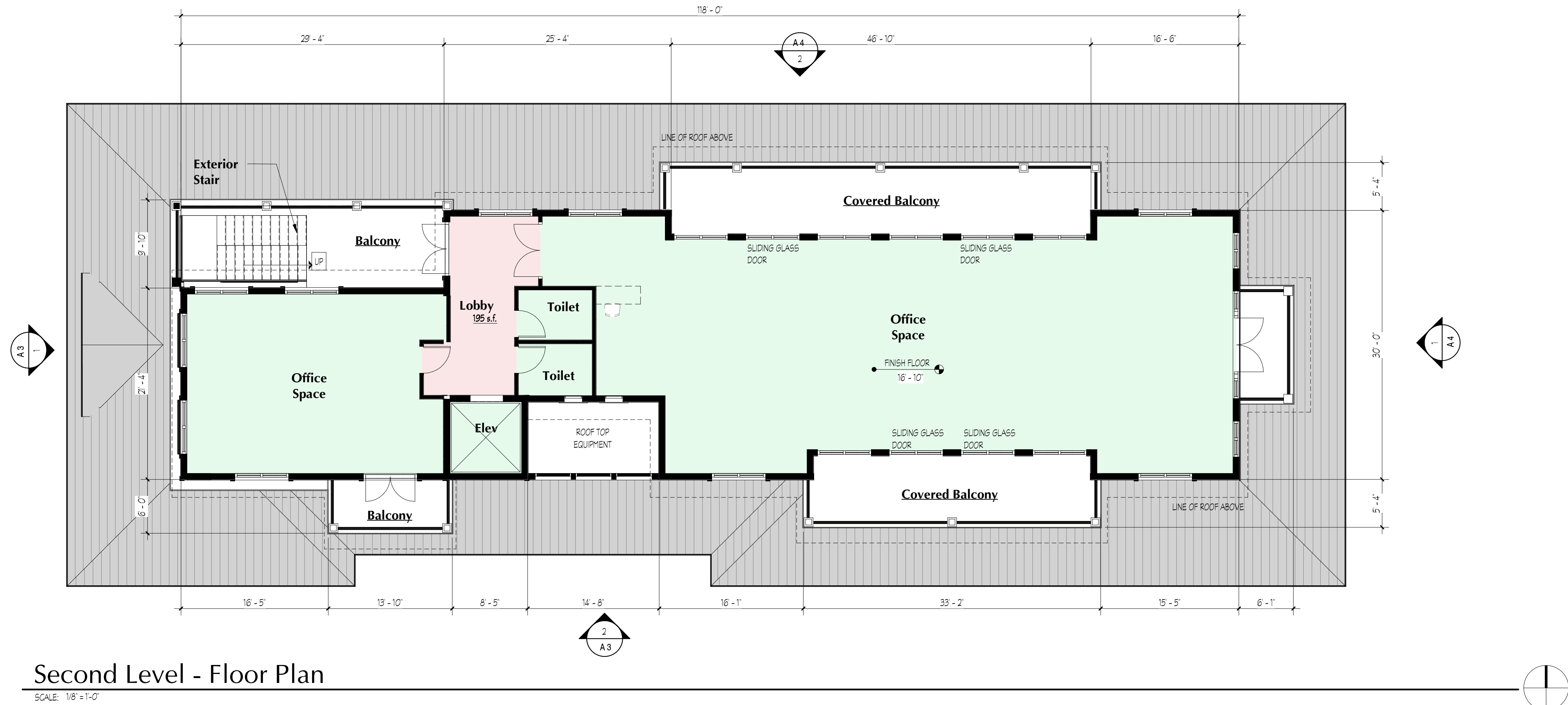
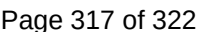
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1.1





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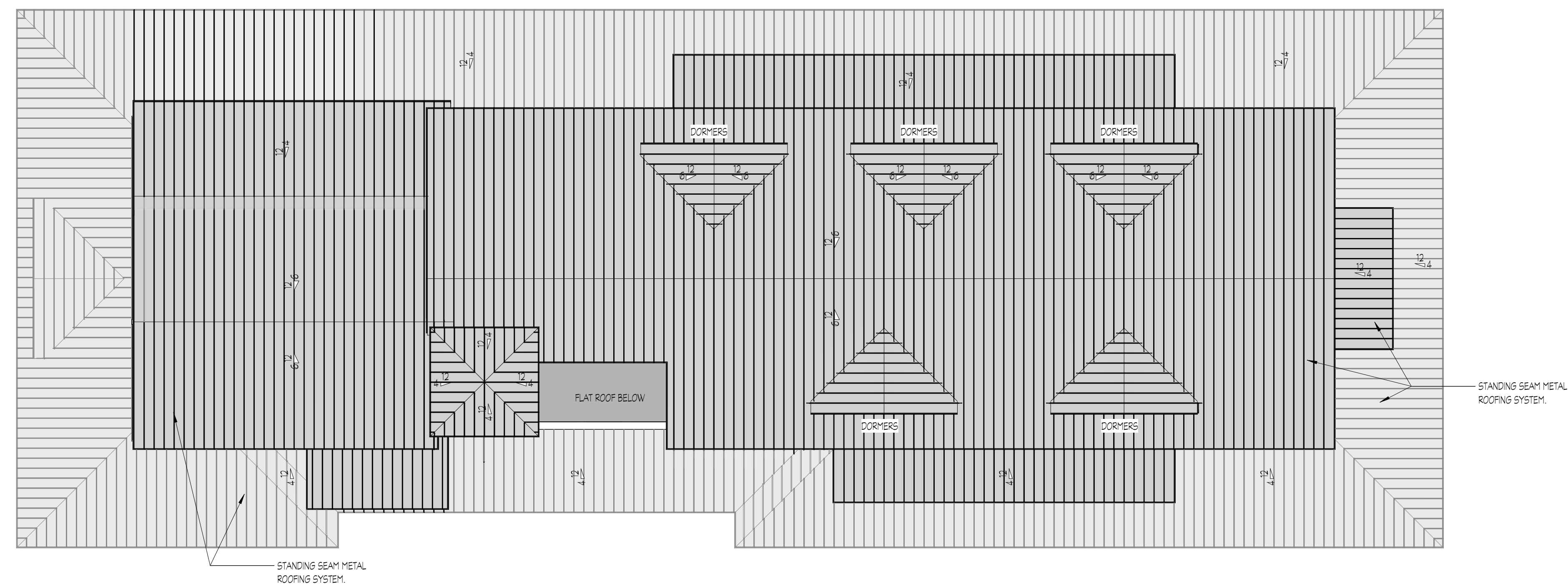
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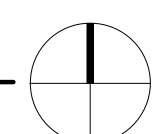
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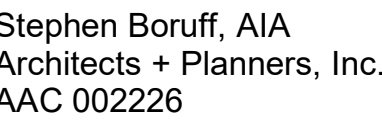
A 1.2



Roof Plan

SCALE: 1/8" = 1'-0"





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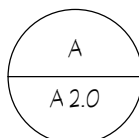
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SCALE: 1" = 30'-0"



SCALE: 1" = 30'-0"



Building Section

SCALE: 1/8" = 1'-0"

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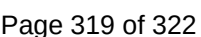
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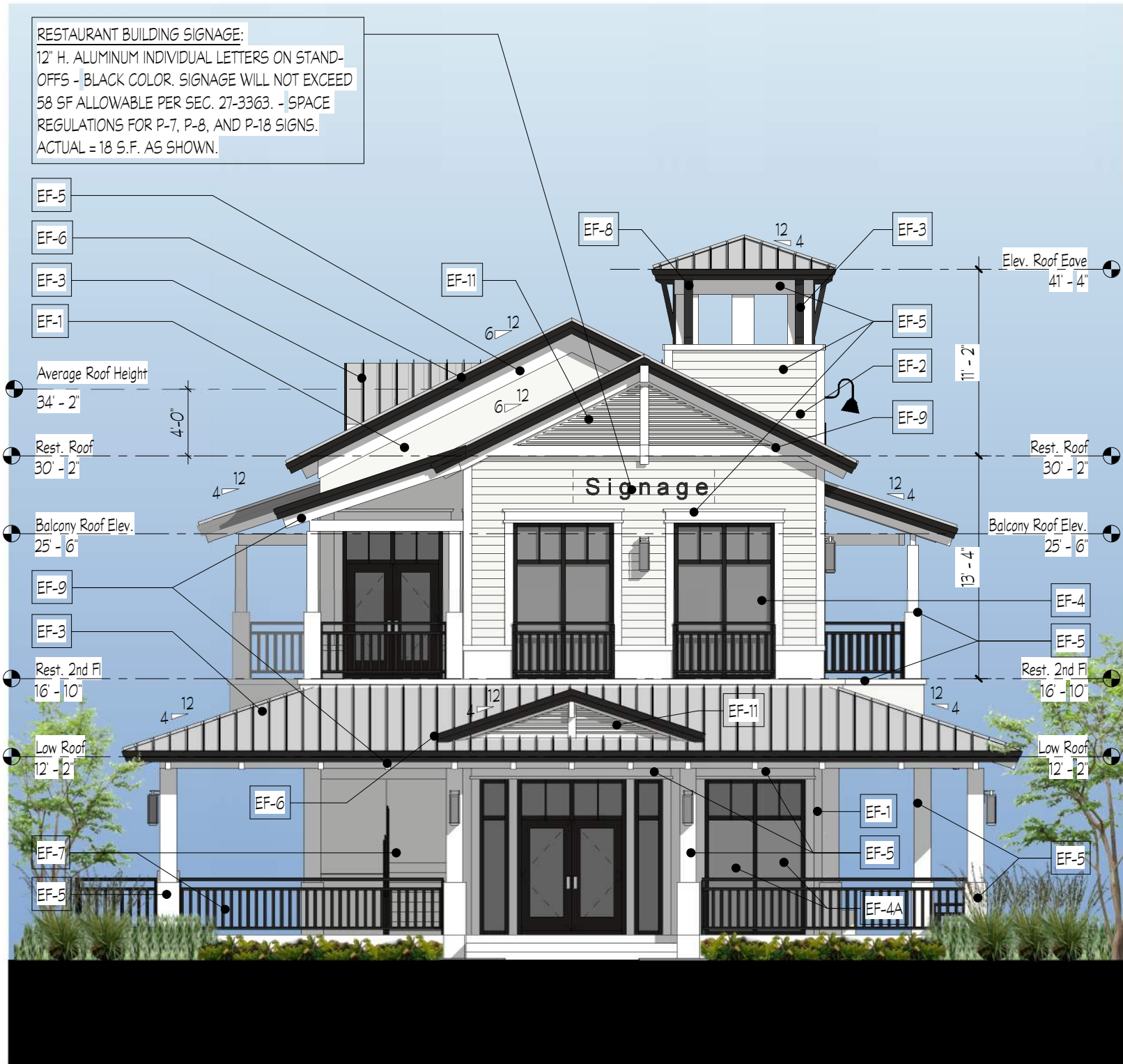
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2.0





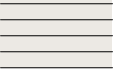
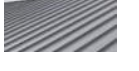
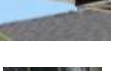
1 Building Elevation - West
A 3 SCALE: 1/8" = 1'-0"



2 Building Elevation - South
A 3 SCALE: 1/8" = 1'-0"



South View (Restaurant Building)

EXTERIOR BUILDING MATERIAL/ FINISHES SCHEDULE			
	EF-1	SMOOTH STUCCO FINISH, PAINTED	BENJAMIN MOORE COLOR : TIMID WHITE OC-39
	EF-2	FIBER CEMENT SIDING	BENJAMIN MOORE COLOR : TIMID WHITE OC-39
	EF-3	STANDING SEAM METAL ROOF	GARLAND COLOR: STERLING SILVER
	EF-4	IMPACT RESISTANT ALUMINUM DOOR & FRAMES W/ INSULATED LAMINATED GLAZING	YKK/ VIRACOM COLOR: DARK BRONZE FRAMES/ TINTED GLAZING
	(*) EF-4A	W/ FROSTED GLAZING	COLOR: FROSTED GLAZING
	EF-5	STUCCO RAISED BANDS, TRIMS, SUPPORT COLUMNS AND PIERS	COLOR: CHANTILLY LACE OC-65
	EF-6	COMPOSITE WOOD FASCIA	COLOR TO MATCH DARK BRONZE
	EF-7	ALUMINUM RAILINGS, GUARDRAILS (VERTICAL PICKETS)	COLOR: DARK BRONZE
	EF-8	BRACKETS	COLOR: TO MATCH DARK BRONZE
	EF-9	EXPOSED RAFTER TAILS/ BEAMS/ TRELLIS	COLOR: CHANTILLY LACE OC-65
	EF-10	ALUMINUM LOUVERED GATES	COLOR: DARK BRONZE
	EF-11	ALUMINUM DECORATIVE GRILLE/ SCREEN	COLOR: CHANTILLY LACE OC-65

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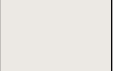
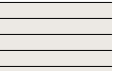
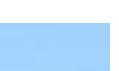


1 Building Elevation - East
A 4 SCALE: 1/8"=1'-0"



2 Building Elevation - North
A 4 SCALE: 1/8"=1'-0"



EXTERIOR BUILDING MATERIAL/ FINISHES SCHEDULE			
	EF-1 SMOOTH STUCCO FINISH, PAINTED	BENJAMIN MOORE	COLOR : TIMID WHITE OC-39
	EF-2 FIBER CEMENT SIDING	BENJAMIN MOORE	COLOR : TIMID WHITE OC-39
	EF-3 STANDING SEAM METAL ROOF	GARLAND	COLOR: STERLING SILVER
	EF-4 IMPACT RESISTANT ALUMINUM DOOR & FRAMES W/ INSULATED LAMINATED GLAZING	YKK / VIRACOM	COLOR: DARK BRONZE FRAMES/ TINTED GLAZING
	(*) EF-4A W/ FROSTED GLAZING		COLOR: FROSTED GLAZING
	EF-5 STUCCO RAISED BANDS, TRIMS, SUPPORT COLLUMS AND PIERS		COLOR: CHANTILLY LACE OC-65
	EF-6 COMPOSITE WOOD FASCIA		COLOR TO MATCH DARK BRONZE.
	EF-7 ALUMINUM RAILINGS, GUARDRAILS (VERTICAL PICKETS)		COLOR: DARK BRONZE
	EF-8 BRACKETS		COLOR TO MATCH DARK BRONZE
	EF-9 EXPOSED RAFTER TAILS/ BEAMS/ TRELLIS		COLOR: CHANTILLY LACE OC-65
	EF-10 ALUMINUM LOUVERED GATES		COLOR: DARK BRONZE
	EF-11 ALUMINUM DECORATIVE GRILLE/ SCREEN		COLOR: CHANTILLY LACE OC-65

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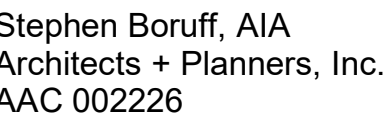
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