AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, NOVEMBER 19, 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
-Public to be heard – Three (3) minute limit
-Motion on the floor

PRESENTATION

1. Florida Department of Transportation (FDOT) West Indiantown Road Presentation by Thomas Emerson, Project Administrator. #

CITIZEN COMMENTS

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

MINUTES

2. October 15, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

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

PUBLIC HEARING

3. **Ordinance 23-24, Second Reading,** Approving the extension for employees of Jupiter Fire Rescue Department (JFRD) into the Florida Retirement System.

4. **Ordinance 27-24, First Reading,** Amending the Town of Jupiter Code of Ordinances to update the basis for establishing flood hazard areas based upon the updated Flood Insurance Rate Maps and Flood Insurance Study. (Second Reading 12/3/2024)

5. **Ordinance 13-24, First Reading, 1352 S US 1 Rezoning** - *Quasi-Judicial* - Zoning map amendment from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR) for 1.34+/- acres of property located at 1352 S US-1. (Second Reading 12/17/24)

PUBLIC BUSINESS

6. **Resolution 109-24,** Approving a Private Stormwater Improvement Grant Agreement with Sonoma Isles HOA for $200,000.

7. **Resolution 136-24,** Approving FY2024 Year-End Budget Amendments.

8. **Resolution 140-24,** Authorizing a Completion Agreement for contract EPW 2023-16 Jupiter Community Park Improvements.

9. Approving a purchase order to Wesco Turf, Inc. for fiscal year 2025 Parks Maintenance Toro Reel-master 5510-D, in the amount of $84,181.50.

10. Approving the use of State Forfeiture Funds for “Shop with a Cop” holiday event in the amount of $3,000.

11. Approving a purchase order for crosswalk materials to Traffic and Parking Control Co., Inc in an amount not to exceed $75,472.77.

12. Approving a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle in an amount not to exceed $600,000.

REGULAR AGENDA

PUBLIC HEARING

13. **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 10/1/24)

PUBLIC BUSINESS

14. Authorizing a waiver of conflict for Jones Foster Law Firm.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
December 3, 2024, 7pm - Town Council Chambers
December 17, 2024, 7pm - Town Council Chambers

NOTICE
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting
While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, OCTOBER 15, 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 Cameron May; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Councilor Andy Fore was absent.

PROCLAMATION

1. Florida City Government Week – October 21 – 27, 2024.

Mayor Kuretski presented the proclamation to Mr. Frank Kitzerow, Town Manager.

Mr. Kitzerow thanked Council for recognizing Town Staff. Council expressed their gratitude and appreciation for Staff.

2. Customer Service Week – October 7 – 11, 2024.

Mayor Kuretski presented the proclamation to Mr. Travis Sanders, Customer Service and Billing Manager and Ms. Angela Carpentiere, Building Support Specialist.

Ms. Carpentiere and Mr. Sanders thanked Council for their support and recognition.

PRESENTATION

3. U.S. 1 Bridge Project Update by the Florida Department of Transportation (FDOT).

Mayor Kuretski thanked the Florida Department of Transportation (FDOT) for all the work being done and their collaboration with the Town on the US One Bridge.

Mr. Scott Case, Project Manager for FDOT, gave a video overview of the project; key successes; project schedule; program; progress updates and remaining milestones.

PRESENTATION

3. U.S. 1 Bridge Project Update by the Florida Department of Transportation (FDOT).

Councilor Delaney was impressed with how the detours worked out.

Mr. Case stated it was a great team effort by everyone. Mayor Kuretski stated he wanted to confirm expectations which included milestone progress dates, so the Town could determine how the project was trending with the updated schedule.

Mr. Case noted the Town would be also be receiving progress photos for each stage.

Mayor Kuretski said he appreciated FDOT understanding how important it was for the public.

Christie Pinello, resident of Tequesta and owner of Jupiter Inlet Boat Rentals, explained the damage made to her business and several of the boats due to the bridge construction.

Mayor Kuretski asked Mr. Case to meet with the resident over the issue and reach out to Johnson brothers.

CITIZEN COMMENTS

Ms. Morli Josza, resident of Shady Lane, expressed her concerns regarding the hate comments shown at the recent boat parade.

Ms. Linda McDermott, resident of Chadwick Drive, thanked Staff for always being responsive and helpful. She also mentioned the Court's ruling regarding the Jupiter Fire Rescue department.

Mr. Eric Weitze, resident of Ocean Grande Boulevard, spoke about the debris that covered the beach from Hurricane Milton. He expressed his gratitude to Jupiter residents for cleaning the beach the next day.

Mr. Michael Cassatly, resident of West Riverside Drive, explained his dissatisfaction for the hate displayed during the boat parade. He suggested the Town release a statement to prevent it from happening in the future.

Mr. Jerry Goodmark, resident of East Riverside Drive, asked Council to release a statement to avoid the hate displayed during the boat parade from happening again. He also mentioned he did not support the hateful behavior.

CITIZEN COMMENTS

Mr. Howard Fox, resident of Mahogany Point, discussed the recent hate displayed during the boat parade. He proposed the Town issue a statement condemning hate speech.

Ms. Constance Holmes, resident of Third Street, promoted an upcoming fundraising event being held at the Town of Jupiter Civic Center to support a local soccer program.

Mayor Kuretski noted the Town did not condone hate speech. He asked Staff to come back to Council with what could be done to avoid this happening in the future.

Vice-Mayor Sundstrom thanked residents for voicing their concerns. She also mentioned the Town did not support it and it was not the value Jupiter held.

Councilor May stated he did not condone any sort of hate or antisemitic speech. He also noted the boat parade was not done through the Town.

Councilor Delaney said it was not okay and appreciated residents coming out.

MINUTES

4. October 1, 2024 Town Council Meeting Minutes.

Councilor Delaney moved to approve October 1, 2024 Town Council Meeting Minutes; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	May
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 May moved to approve the Consent Agenda; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	May
Yes	Yes	Yes	Yes

PUBLIC HEARING

5. **Ordinance 23-24, First Reading,** Approving the extension for employees of Jupiter Fire Rescue Department (JFRD) into the Florida Retirement System. (Second Reading 11/5/24)

Title read by Mr. Baird.

CONSENT AGENDA

PUBLIC HEARING

6. **Ordinance 26-24, Second Reading.** Amending Article III of Chapter 2 of the Town's Code to update language to reflect the Fire Rescue department's responsibilities.

   Title read by Mr. Baird.

7. **Resolution 115-24, Town of Jupiter Public Works Building** - *Quasi-Judicial* – Site plan amendment to construct two light industrial/storage buildings and an open storage area on a 20.0+/- acre property located at 3131 Washington Street.

PUBLIC BUSINESS

8. **Resolution 108-24,** Approving a contract to All Webbs Enterprises, Inc. for Floridan Aquifer System (FAS) Wellhead Improvements and Repairs at RO-2, RO-3, RO-5, RO-7, RO-11 and RO-13 (W2428) for an amount of $3,948,860.

9. **Resolution 112-24**, Approving a contract to Johnson-Davis, Inc. for Fisherman's Landing Infrastructure Improvements (WS2117) for an amount of $2,527,225 and amending the project budget.

10. **Resolution 122-24,** authorizing the Town Manager to issue a purchase order to Ten-8 Fire & Safety, LLC, for repair services for vehicles and equipment in an amount not to exceed $50,000.

11. **Resolution 123-24**, Approving contract award of NS 2024-001 Selection of the Community Development Block Grant (CDBG) Administrator to Calvin, Giordano & Associates in the amount of $54,673.

12. Reporting authorization of an emergency purchase order for Professional Engineering services to abandon and replace a damaged section of Floridan Aquifer (FA) raw transmission main.

13. Reporting authorization of an emergency purchase order to repair the 24” raw water transmission main at Floridan Aquifer well site RO5.

14. Approving the purchase order from ThorGuard for new lightning prediction systems for parks in the amount of $85,853.29.

REGULAR AGENDA

PUBLIC HEARING

15. **Resolution 10-24, Inlet Village Market** - *Quasi-Judicial* **–** Small-scale planned unit development (SSPUD) and site plan application to construct a two-story building with retail an accessory residential unit.

    Councilor Delaney abstained due to the applicant being a customer of his business.

REGULAR AGENDA

PUBLIC HEARING

15. Resolution 10-24, Inlet Village Market

Ex-Parte Communications:

- Councilor May stated he met with the applicant and Mr. Hearing about 2 years ago concerning the item.
- Mayor Kurestki said he had a brief conversation with the Planning and Zoning Director.
- Vice-Mayor Sundstrom mentioned she met with the applicant a couple years ago and met with Staff.

Town Clerk swore in 10 people.

Mr. Zach Ciciera, Land Planner for Cotleur Hearing and for the applicant, gave a brief presentation about an inlet village project which included a small-scale planned unit development (PUD) and site plan application. Mr. Ciciera said the plan included a 3,400 square foot mixed use building for bakery retail and one dwelling unit. He finished the presentation by going over the public benefit and the waivers needed to redevelop the location.

Peter Meyer, Senior Planner, reviewed the proposed site plan, Small-Scale PUD, and waivers needed which the Planning and Zoning Commission approved unanimously.

Mayor Kuretski expressed his gratitude for the work completed so far. He voiced concern regarding the reliance on the Town for parking and read page C, section four of the resolution, which stipulated that approval was contingent upon certain conditions including if the subject's parking lease with the CRA was not renewed, the applicant would exhaust all other options to secure alternative parking at a different location. If these efforts were unsuccessful, the project would be subject to closure.

The applicant agreed.

Vice-Mayor Sundstrom noted she went to several Planning and Zoning Commission meetings and understood the project was a heavy lift.

REGULAR AGENDA

PUBLIC HEARING

15. Resolution 10-24, Inlet Village Market

Councilor May said this was a good fit for the area and noted they would take care of the parking issues at the CRA but did not see an issue due to the hours of the business.

Vice-Mayor Sundstrom mentioned that through the CRA plan amendment process received new public input requesting daytime uses in that area.

Councilor May moved to approve Resolution 10-24; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Delaney	May
Yes	Yes	Abstained	Yes

REPORTS

TOWN ATTORNEY

- Political Action Committee (PAC) – Mr. Baird stated a ruling from the Circuit Court granted the Town's motion for summary judgement. The basis of the Court ruling was in favor of the Town. The Court found that the proposed referendum question to amend the Town's Charter, which would have prohibited the Town from implementing its own Fire Rescue department did not comply with the Florida Constitution, Florida Law, or the Town's Charter. He noted the Court did rule in part of its order that the question itself did fairly inform the public of its true intentions. He stated they did not agree and intended to file a motion for rehearing on that issue to ensure that if the PAC were to choose to appeal the Court's ruling, that it could be argued that point of law. The PAC had an opportunity to respond to the motion for rehearing. Once the motion for rehearing was decided, the final order would be entered and could be appealed. He added the other action that the Court denied the PAC's motion to leave to amend the complaint that they initially filed regarding two petitions with different wording submitted to the Court. The petition that they actually submitted as a part of their complaint did not have enough signatures and they sought to amend their complaint on the day of the hearing of the motion for summary judgement so they could include the correct petition. The Court's ruling on the motion for leave to amend was it would be pointless as the Court had already decided that the petition did not comply with the Florida Constitution, Florida Law, or the Town's Charter.

REPORTS
TOWN MANAGER

- Chief of Police David England Retirement – Mr. Kitzerow acknowledged the work of Chief England and highlighted his 26 years with the Jupiter Police department including being a Field Training Instructor, a Firearms Instructor, a Training Coordinator, SWAT member and Commander of the Administrative Services, Patrol Operations, and Criminal Investigations Bureaus. He was promoted to Deputy Chief in 2018 and appointed Chief of Police on February 8, 2021. Chief England also graduated from the FBI National Academy, which less than one percent of all law enforcement officers get to attend. Mr. Kitzerow noted Chief England's official retirement was October 31, 2024 and congratulated him on a job well done.

  Chief England thanked Council for the opportunity to serve as Chief of Police. He appreciated all the working relationships and friendships he had with Mr. Kitzerow, Mr. Baird, and Council.

- Hurricane Milton – Mr. Kitzerow stated the Town activated its Emergency Operation Center (EOC) last week in response to hurricane Milton and he was proud of how well Staff came together. He added there were 35 requested submitted by residents and all were addressed and closed. He expressed his gratitude for Staff's diligence in serving the Town.

- Beach Clean-up – Mr. Kitzerow noted the remarkable efforts by the Community regarding the debris that washed up on the beach from hurricane Milton. He thanked the residents on behalf of the Town who picked up the debris and stated Staff reached out to Waste Management who had agreed to pick up any trash bags left by the trash receptacles at the crossovers.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
VICE-MAYOR SUNDSTROM

- Citizen Comments regarding Boat Parade – Vice-Mayor Sundstrom thanked the residents who came out regarding the boat parade and mentioned those were not her nor the Town's values.

- Beach Debris - Vice-Mayor Sundstrom spoke about the debris that was cleaned up by the beach and everyone uniting to help.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

VICE-MAYOR SUNDSTROM

- PAC Court Ruling - Vice-Mayor Sundstrom mentioned she made a Facebook post regarding the Court's ruling. She read the post stating the Court's ruling in favor of the Town was really a victory for its residents and businesses. She expressed her gratitude towards Town Staff, the Jupiter Fire Rescue Citizens Committee, and all residents who engaged constructively though the process. She added the input and the microscope that the Jupiter Fire Rescue had been under the past year had made it better. She also mentioned the Council's unanimous decision showed their shared commitment to create a world class local fire rescue service by October 1, 2026.

  Vice-Mayor Sundstrom stated the rulings and motions were posted on the Town's website and fire rescue was discussed at length at multiple public meetings to show the Town was committed to transparency. The Court also acknowledged the Town's thorough financial analysis, which went undisputed. She also read from page 12 of the Court's ruling "it is undisputed that the Town Council's decision to terminate its agreement with the County was based on a thorough financial analysis. This was a point that the PAC neither disputed in their papers nor in their oral argument. It was also undisputed that the Town ultimately concluded that allocating money toward a Fire department would save Town residents and businesses between $50-70 million and would give the Town Council, not the County Commission, control over the Town's budgeting for fire and rescue services."

  Vice-Mayor Sundstrom said it was disappointing that the County Fire Union or PAC, which had a clear financial stake, spent over $200,000 on political consultants, supplies, and people collecting signatures. She spoke on other municipalities and their Charter language regarding who could provide fire rescue services. She reiterated the Town was committed to transparency and that all the legal documents, audits, analysis, emails, and more were on the Town's website. She added she looked forward to watching the Town create a department that reflected its uniquely Jupiter values and needs.

COUNCILOR MAY

- Beach Debris - Councilor May thanked everyone and stated he was amazed seeing the Community come together to clean up the beach in a such a short time frame.

- Citizen Comments regarding Boat Parade – Councilor May stated he would not stand for what happened at the boat parade.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR DELANEY

- Beach Debris - Councilor Delaney stated it was remarkable how the Town got together and took care of all the debris and that we lived in a great town.

- PAC Court Ruling – Councilor Delaney thanked the Town Attorney and his firm for all their hard work on the approval of the Town's summary judgement. He stated it was a huge win to keep taxes stable and be in control of our own Fire department. He also stated it was a huge win for Town sovereignty preserving the Charter and home rule.

- Chief of Police David England Retirement – Councilor Delaney congratulated Chief England on his career and appreciated everything he did for the Town.

MAYOR KURETSKI

- Boat Parade – Mayor Kuretski stated he received emails and was given context that the other boaters were showing intolerance to the one boat's behavior.

  Councilor May summarized the behavior of the one boat during the boat parade.

- Hurricane Milton - Mayor Kuretski mentioned he was impressed with the Town's teamwork, Damage Assessment Team, and the Emergency Operations Center (EOC).

ADJOURNMENT- 9:05 P.M.

_____
Laura Cahill, Town Clerk

TOWN OF JUPITER
Ordinance 23-24: Approval of Ordinance and Agreement to Extend employees of JFRD into the Florida Retirement System.

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Ashley Wilson, Human Resources Director
SUBJECT	Approval of Ordinance No. 23-24: Extend employees of JFRD into the Florida Retirement System - 2nd Reading

EXECUTIVE SUMMARY

The purpose of Ordinance No. 23-24 is to extend Florida Retirement System (FRS) participation to Jupiter Fire Rescue Department (JFRD) employees, aligning them with the Town's general employees who are already members of the system. This extension will ensure consistent retirement benefits across the workforce and enhance the Town's ability to attract and retain qualified public safety personnel. The Town Attorney has reviewed the attached Ordinance and finds it to be in acceptable form.

First reading of this Ordinance was held on October 15, 2024.

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

ANALYSIS

Extending FRS will allow new Jupiter Fire Rescue Department hires to retain their accrued retirement benefits, if applicable, making the transition smoother and more attractive for prospective employees. As a statewide system, FRS allows firefighters to transfer their retirement benefits between participating employers without losing accrued value, ensuring seamless career mobility without penalties related to retirement benefits. This extension will significantly enhance the Town's ability to attract and retain highly qualified public safety professionals.

While the Town's employer contributions will increase with the inclusion of JFRD firefighters, this move ensures they receive equitable and competitive retirement benefits, reinforcing the Town's commitment to employee welfare and organizational excellence.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Ordinance 23-24

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Ashley Wilson at ashleyw@jupiter.fl.us or 561-741-2341.

ORDINANCE NO. 23-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM FOR FIRE RESCUE EMPLOYEES PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the policy and purposes of the Town of Jupiter, Florida to extend to the Firefighters of said Town of Jupiter not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations, authorizing and directing the Mayor (or Town Manager) to execute agreements thereto with the Department of Management Services, for coverage of said Firefighters; providing for withholding from salaries and wages of Firefighters of the Town of Jupiter so covered to be made and paid over as provided by applicable State laws or regulations; providing that said Town of Jupiter shall appropriate and pay over employer's contributions and assessments as provided by applicable State laws or regulations; providing that said Town of Jupiter shall keep records and make reports as required by applicable State laws or regulations;

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

Section 1. It is hereby declared to be the policy and purpose of the Town of Jupiter, Florida that all its Firefighters except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible Firefighters shall be compulsory members of the Florida Retirement System as of the effective date of participation in the Florida Retirement System so stated herein.

Section 2. The Mayor (or Town Manager) is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the Firefighters of this Town of Jupiter as provided by Section 1 & 2 hereof, which agreement shall provide

for such methods of administration for the plan by said Town of Jupiter as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after the 1st day of December, 2024.

Section 3. Withholding from salaries, wages and other compensation of the Firefighters for the purpose provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from General Fund such amounts and at such times as may be required to pay promptly the contributions and assessments required of the Town of Jupiter, Florida as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The Town of Jupiter, Florida, shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The Town of Jupiter, Florida does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all Firefighters of its departments and agencies to be covered under the agreement.

Section 7. The Finance Director of the Town of Jupiter, Florida, is hereby designated the custodian of all sums withheld from the compensation of Firefighters as authorized herein and of the appropriated funds for the employer's contributions as provided in Section 5 hereof. Also, the Finance Director is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this ordinance.

Section 8. This Ordinance shall take effect immediately upon its execution.

TOWN OF JUPITER
Adoption of Floodplain Management Measures for Updated Flood Insurance Maps (FIRMS) and Flood Insurance Study (FIS)

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Ordinance 27-24, First Reading: Amending the Town of Jupiter Code of Ordinances to update the basis for establishing flood hazard areas based upon the updated Flood Insurance Rate Maps and Flood Insurance Study (Second Reading 12/3/24)

EXECUTIVE SUMMARY

The National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968. The NFIP is a federal program enabling property owners in participating communities to purchase flood insurance. The Town of Jupiter entered the NFIP on September 22, 1972. The current Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) for the Town became effective on October 5, 2017.

The Federal Emergency Management Agency (FEMA) recently updated the FIRMs and the FIS for Palm Beach County, which will become effective on December 20, 2024. In order for Jupiter to remain in compliance with the NFIP, the Town must adopt the new FIRMs and FIS. Adoption of the updated flood insurance rate maps and the flood insurance study, will continue to qualify the Town and its residents for the following benefits:

- Properties within the Special Flood Hazard Area (SFHA) are eligible to purchase new NFIP flood policies or renew existing policies.
- Federal disaster assistance for flood damage will be available to fund repairs to insurable buildings.
- Federal mortgage insurance or loan guarantees, such as those provided by the Federal Housing Administration and the Department of Veteran Affairs, will continue to be provided.

The 2017 FIRMs and FIS contain 2,031 properties in Jupiter within the SFHA. The 2024 FIS update considers how storm surge, wave action, and extreme tide events may impact factors such as topography and vegetation. As such, the 2024 FIRM and FIS update now includes a total of 2,588 Jupiter properties, with 621 properties added, and 64 properties removed from the SFHA.

Ordinance 27-24 amends the Jupiter Code of Ordinances to update the date of the flood insurance study and flood insurance rate maps; provides for reformatting of the Town's previously adopted local amendments to the Florida Building Code; provides for amendment to the Town's local amendments to the Florida Building Code to specify elevations for manufactured homes located in flood hazard areas; provides for codification; provides for the repeal of laws in conflict; provides for severability; and provides for an effective date. Revisions in the proposed, attached Ordinance 27-24 are represented by underline for new text and

strikethrough for deleted text.

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

ANALYSIS

Adoption of Ordinance 27-24, amending the Town of Jupiter Code of Ordinances to update the basis for establishing special flood hazard areas using the updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS), prepared by the Federal Emergency Management Agency (FEMA) will ensure the Town of Jupiter remains in compliance with all requirements of the National Flood Insurance Program (NFIP) and enable Jupiter residents within the Special Flood Hazard Area (SFHA) to be eligible to obtain flood insurance through the NFIP. The second reading of Ordinance 27-24 is scheduled for the December 3, 2024, Town Council meeting.

STRATEGIC PRIORITY

- Organizational Excellence
- Safety

ATTACHMENTS

1. Ordinance 27-24

FUNDING SOURCE

Approved in Budget	$ N/A	Sources
Additional Funding Requested	$ N/A	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469

ORDINANCE NO. 27-24

AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING THE JUPITER CODE OF ORDINANCES TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR THE REFORMATTING OF THE PREVIOUSLY ADOPTED TOWN'S LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR THE AMENDMENT TO THE TOWN'S LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE TO SPECIFY ELEVATIONS FOR MANUFACTURED HOMES LOCATED IN FLOOD HAZARD AREAS; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations to promote the public health, safety, and general welfare; and

WHEREAS, the Town of Jupiter (Town) participates in the National Flood Insurance Program and the Town Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, which are necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has revised and reissued its Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, which includes the Town, with an effective date of December 20, 2024; and

WHEREAS, the Town Council has determined that it is in the public interest to amend Chapter 22 of the Jupiter Code of Ordinances, which contains Land Development Regulations in Subpart B pertaining to Flood Prevention and Protection, to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Town Council previously adopted local amendments to the Florida Building Code by Ordinance No. 28-14, Exhibit B, and is reformatting those amendments as part of Chapter 22 of the Town Code; and

WHEREAS, the Town's Stormwater Coordinator and Building Official have recommended to the Council the amendment of previously adopted local amendments to change the period over which costs of improvements and repairs of buildings are accumulated for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code; and

WHEREAS, the Town Council has determined that it is in the public interest to adopt the proposed local technical amendments to the Florida Building Code, and the

proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, THAT THE FOLLOWING AMENDMENT IS HEREBY ADOPTED.

Section 1. Repeal Exhibit B, Technical Amendments to the Florida Building Code, Residential; Florida Building Code, Existing Building; and Florida Building Code, Building, of Ordinance No. 28-14, adopted by Town Council on April 7, 2015.

Section 2. Amend Jupiter Code of Ordinances, Subpart B Land Development Regulations, Chapter 22 Flood Prevention and Protection, as follows.

Chapter 22 FLOOD PREVENTION AND PROTECTION
ARTICLE I. IN GENERAL

Sec. 22-1. Scope.

Unless otherwise expressly stated, the following words and terms shall have the meanings shown in this section.

(Code 1992, § 22-1; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-2. Rules of interpretation for definitions.

Where terms are not defined in this chapter, but are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in the Florida Building Code. Where terms are not defined in this chapter or the Florida Building Code, such terms shall have their ordinarily accepted meanings such as the context implies.

(Code 1992, § 22-2; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ASCE 24 means a standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, Virginia.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter ~~or a request for a variance~~.

Applicant means the owner or the owner's authorized agent.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas: that area with a floodplain subject to a one-percent or greater chance of flooding in any year; or designated as a flood hazard area on the town's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the design flood, including wave height, relative to the datum specified on the town's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and *existing structure* mean any buildings and structures for which the start of construction commenced before September 22, 1972.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 22, 1972.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the town's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map pertaining to the town on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the town.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the town, or other evidence of approval or concurrence, which authorizes

performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations. The evaluation shall be prepared by a qualified state-licensed engineer using standard engineering methods and models.

Florida Building Code means codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; and Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship-building and ship repair facilities. The term "functionally dependent use" does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined to be eligible for exception to the flood hazard area requirements of the Florida Building Code, Existing Building, chapter ~~11~~ 12, Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Conditional letter of map revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum National Flood Insurance Program (NFIP) requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; however, upon the submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

(4) *Letter of map revision based on fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and

is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the town's floodplain management regulations.

Light-duty truck means, as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less, which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure other than a basement, usable solely for vehicle parking, building access or limited storage, provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Mangrove stand means an assemblage of mangrove trees, which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground, and which contain one or more of the following species: black mangrove (Aveicennia nitida); red mangrove (Rhizophora mangle); white mangrove (Languncularia racemosa); and buttonwood (Conocarpus erecta).

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle or park trailer.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the ~~price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell, and both having reasonable knowledge of relevant facts. As used in this chapter, the term "market value" refers to the~~ market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means, for the purposes of administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, structures for which the start of construction commenced on or after September 22, 1972, and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 22, 1972.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle means a vehicle, including a park trailer, which is:

(1) Built on a single chassis; and

(2) Four hundred square feet or less when measured at the largest horizontal projection; and

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area(SFHA) means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, the installation of piles, and the construction of columns. The term "permanent construction" does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a five (5) year period ~~the life of a structure~~ in which the cumulative cost equals or exceeds 50 percent of the market value of the structure before improvement or repair is

started. For each building or structure, the period of accumulation begins on the date of the first improvement or repair of that building or structure subsequent to June 21, 1977. If the structure has incurred substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to ensure safe living conditions.

(2) Any alteration of an historic structure, provided the alteration will not preclude the structure's continued designation as an historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Code 1992, § 22-3; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-4—22-24. Reserved.

ARTICLE II. ADMINISTRATION GENERAL

Sec. 22-25. Title.

These regulations may be cited as, and shall be known as, the "Floodplain Management Ordinance."

(Code 1992, § 22-4; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-26. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Code 1992, § 22-5; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-27. Intent.

The purposes of this chapter and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding; and

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for town participation as set forth in 44 CFR § 59.22.

(Code 1992, § 22-6; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-28. Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Code 1992, § 22-7; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-29. Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR §§ 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Code 1992, § 22-8; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-30. Disclaimer of liability.

This chapter shall not create liability on the part of the town council or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Code 1992, § 22-9; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-31—22-48. Reserved.

ARTICLE III. APPLICABILITY

Sec. 22-49. Areas to which this chapter applies.

This chapter shall apply to all established flood hazard areas within the town.

(Code 1992, § 22-10; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-50. Basis for establishing flood hazard areas.

The Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas dated December 20, 2024 ~~October 5, 2017~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRMs), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file and may be reviewed at the town building department located at 210 Military Trail, Jupiter, Florida 33458.

(Code 1992, § 22-11; Ord. No. 29-14 , § 1, 4-7-2015; Ord. No. 7-17 , § 1, 8-15-2017)

Sec. 22-51. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to article VI of this chapter, the floodplain administrator may require submission of additional data. The town is required to regulate the SFHA shown on the existing FIRM until and unless FEMA issues an amendment or revision to the map. Where field-surveyed topography prepared by a state-licensed professional surveyor or digital topography accepted by the town indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered a flood hazard area and subject to the requirements of this chapter, and, as applicable, the requirements of the Florida Building Code.

(2) Ground elevations are above the closest applicable base flood elevation, but shown on the FIRM as a SFHA, the area shall be regulated as a special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Code 1992, § 22-12; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-52. Interpretation.

The following rules of construction shall apply to the interpretation and application of this chapter:

(1) In the event of a conflict between the regulations of this chapter and any other town ordinances or chapter, the more restrictive provision shall govern.

(2) The provisions of this chapter shall be the minimum requirements applicable to properties in the town.

(3) The provisions of this chapter shall be liberally construed in favor of the town.

(Code 1992, § 22-13; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-53. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Code 1992, § 22-14; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-54—22-79. Reserved.

ARTICLE IV. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 22-80. Designation.

The town manager or his designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Code 1992, § 22-15; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-81. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose referenced hereinabove and may establish such administrative policies and procedures as may be necessary to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving the requirements herein unless a variance is granted as provided for herein.

(Code 1992, § 22-16; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-82. Duties of the floodplain administrator.

The floodplain administrator shall:

(1) Review flood development permit applications and plans to determine whether proposed new development is located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries (a person contesting the determination shall have the opportunity to appeal the interpretation);

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data should be obtained from other sources or be provided by an applicant;

(6) Review applications to determine whether proposed development or redevelopment will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development or redevelopment for buildings and structures whether they are subject to, or exempt from, the Florida Building Code;

(8) Coordinate with and provide comments to the building official to ensure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter;

(9) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to this chapter;

(10) Require applicants who submit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the hydrologic and hydraulic engineering analyses submitted with an application proposes to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(11) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;

(12) Notify the Federal Emergency Management Agency when the corporate boundaries of the town are modified; and

(13) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(Code 1992, § 22-17; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-83. Substantial improvement and substantial damage determinations.

For applications for building permits to construct or improve buildings and structures, including alterations, movement, enlargement, replacement, change of occupancy, additions, rehabilitations, renovations, or repairs, the floodplain administrator, in coordination with the building official, shall:

(1) Determine the market value of the building or structure or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser before construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made; all valuation data and/or appraisals shall be based on data within six months of the permit application date;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement, as defined herein, or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of the term "substantial improvement;" and

(4) If it is determined that the work constitutes substantial improvement or repair of substantial damage, the applicant shall be notified that compliance with the flood-resistant construction requirements of the Florida Building Code and this chapter is required.

(Code 1992, § 22-18; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-84. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Code 1992, § 22-19; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-85. Inspections.

The floodplain administrator shall make the inspections specified in article VII of this chapter for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Code 1992, § 22-20; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-86. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including, but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 22-83;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the state division of emergency management, state floodplain management office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the town are modified; and

(6) Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591), that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(Code 1992, § 22-21; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-87. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood-resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the building department.

(Code 1992, § 22-22; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-88—22-117. Reserved.

ARTICLE V. PERMITS

Sec. 22-118. Floodplain permits required.

(a) Any applicant who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area, shall first make application to the floodplain administrator and obtain a floodplain development permit. The application shall be made on a form provided by the town. No such permit shall be issued unless an applicant demonstrates compliance with the requirements of this chapter.

(b) Floodplain development permits shall be issued pursuant to this chapter for any development which is not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development, the floodplain administrator may determine that a floodplain development permit is required in addition to a building permit.

(Code 1992, § 22-23; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-119. Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR §§ 59 and 60), floodplain development permits are required for the following buildings, structures and facilities that are exempt from the Florida Building Code:

(1) Railroads and ancillary facilities associated with railroad operations.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this section, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are pre-fabricated and assembled on-site or pre-assembled and delivered on-site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Code 1992, § 22-24; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-120. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in article VI of this chapter.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(Code 1992, § 22-25; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-121. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Code, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Code 1992, § 22-26; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-122. Expiration.

A floodplain development permit shall expire if the work authorized by such permit is not commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each may be requested in writing. The request for the extension of a floodplain development permit shall demonstrate, in the opinion of the floodplain administrator, extenuating circumstances to justify any such extension.

(Code 1992, § 22-27; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-123. Suspension or revocation.

The floodplain administrator may suspend or revoke a floodplain development permit if it is determined that the permit was issued on the basis of incorrect, inaccurate or incomplete information, or it is determined to be in violation of this chapter or any other ordinance, regulation or requirement of the town.

(Code 1992, § 22-28; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-124. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits are obtained before commencement of development, including, but not limited to, the following:

(1) The South Florida Water Management District; F.S. § 373.036.

(2) State department of health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and chapter 64E-6, F.A.C.

(3) State department of environmental protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.

(4) State department of environmental protection for activities subject to the joint coastal permit; F.S. § 161.055.

(5) State department of environmental protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.

(6) Federal permits and approvals.

(Code 1992, § 22-29; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-125—22-146. Reserved.

ARTICLE VI. SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 22-147. Information for development in flood hazard areas.

(a) Any site plan or construction documents for development which is subject to the requirements of this chapter shall be drawn to scale and shall indicate or show:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations which are necessary for the review of the proposed development. Flood zones, base flood elevations, ground elevations, and proposed building elevations shall be provided on a FEMA elevation certificate.

(2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, the elevations shall be established in accordance with section 22-148(2) or (3).

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 22-148(1).

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the state department of environmental protection.

(9) Existing and proposed alignment of any proposed alteration of a watercourse.

(b) The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional, provided the floodplain administrator determines that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with the regulations of this chapter.

(Code 1992, § 22-30; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-148. Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require an applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available, or, where the available data submitted by an applicant is deemed by the floodplain administrator to not reasonably reflect flooding conditions or is known to be scientifically or technically incorrect or otherwise inadequate, the floodplain administrator may:

a. Require that the applicant include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is three feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three feet.

(4) Where the base flood elevation data is to be used to support a letter of map change from FEMA, the floodplain administrator shall advise the applicant that the analyses shall be prepared by a state-licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy FEMA's requirements and pay the processing fees.

(Code 1992, § 22-31; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-149. Additional analyses and certifications.

Based upon the location and nature of the development, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development which is proposed to be in a regulatory floodway, a floodway encroachment analysis demonstrating that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 22-150 and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development which is proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study, or on the FIRM, and floodways that have not been designated, hydrologic and hydraulic analyses will be required to demonstrate the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the town. This requirement does not apply in isolated flood hazard areas that are not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH on the current FIRM.

(3) Where an applicant proposes the alteration of a watercourse, the applicant shall submit an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 22-150.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(Code 1992, § 22-32; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-150. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant may seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and submit such data to FEMA for such purposes. The analyses shall be prepared by a state-licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Code 1992, § 22-33; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-151—22-168. Reserved.

ARTICLE VII. INSPECTIONS

Sec. 22-169. General.

Development for which a floodplain development permit is required shall be subject to inspection.

(Code 1992, § 22-34; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-170. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of any issued floodplain development permits.

(Code 1992, § 22-35; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-171. Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities which are exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of any issued floodplain development permits.

(Code 1992, § 22-36; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-172. Buildings, structures and facilities exempt from the Florida Building Code; lowest floor inspection.

Upon placement of the lowest floor, including the basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a state-licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 22-148(3)b, the documentation of height of

the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Code 1992, § 22-37; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-173. Buildings, structures and facilities exempt from the Florida Building Code; final inspection.

As part of the final inspection, the applicant shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 22-172.

(Code 1992, § 22-38; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-174. Manufactured homes.

The building official shall inspect all manufactured homes that are to be installed or have been replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of an issued floodplain development permit. Upon the placement of a manufactured home, the applicant shall submit to the building official a certification of the elevation of the lowest floor.

(Code 1992, § 22-39; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-175—22-201. Reserved.

ARTICLE VIII. VARIANCES AND APPEALS

Sec. 22-202. Variances.

The town's construction board of adjustments and appeals shall have jurisdiction to consider any applications for variances of the regulations established by this chapter. Pursuant to F.S. § 553.73(5), the construction board of adjustments and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.

(Code 1992, § 22-40; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-203. Appeals.

The construction board of adjustments and appeals shall hear and decide appeals of the applications of the regulations established by this chapter, when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of the construction board of adjustments and appeals may appeal such decision to the circuit court, as provided by Florida Statutes.

(Code 1992, § 22-41; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-204. Limitations on authority to grant variances.

The construction board of adjustments and appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 22-208, the conditions of issuance set forth in section 22-209, and the comments and recommendations of the floodplain administrator and the building official. The construction board of adjustments and appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Code 1992, § 22-42; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-205. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway where the granting of the variance would increase the base flood elevation.

(Code 1992, § 22-43; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-206. Historic buildings.

A variance may be granted for the repair, improvement, or rehabilitation of an historic building where it has been determined to be eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, chapter ~~11~~ 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as an historic building, and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as an historic building, a variance shall not be granted and the building, and any repair, improvement, and rehabilitation, shall be subject to the requirements of the Florida Building Code.

(Code 1992, § 22-44; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-207. Functionally dependent uses.

A variance may be granted for the construction or substantial improvement that is necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the construction board of adjustments and appeals determines that the variance meets the criteria set forth in this chapter for granting variances, the variance is the minimum necessary considering the flood hazard, and the construction board of adjustments and appeals finds that the methods and materials used by the applicant would minimize flood damage during an occurrence of the base flood.

(Code 1992, § 22-45; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-208. Criteria to be considered for granting variances.

In considering applications for variances, the construction board of adjustments and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage, and the effect of such damage on current and future applicants;

(4) The importance of the services provided by the proposed development to the town;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Code 1992, § 22-46; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-209. Additional conditions for issuance of variances.

Variances shall be issued only upon:

(1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the construction board of adjustments and appeals that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable (increased costs to satisfy the requirements or inconvenience do not constitute hardship);

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;

c. The variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Code 1992, § 22-47; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-210—22-226. Reserved.

ARTICLE IX. VIOLATIONS

Sec. 22-227. Violations.

Any development in conflict with a floodplain development permit, or that does not comply with this chapter, shall be deemed to be in violation and may be subject to code compliance proceedings. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Code 1992, § 22-48; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-228. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop-work orders to the owner of the property involved, to the owner's agent, or to the person performing the work.

(Code 1992, § 22-49; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-229. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop-work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to a fine for each day that the work continues. Each day of such violation shall be considered a separate offense and subject to a fine in accordance with chapter 8 for each offense. Nothing herein contained shall prevent the town from taking other such lawful action as is necessary to prevent or remedy any violation.

(Code 1992, § 22-50; Ord. No. 29-14 , § 1, 4-7-2015)

Secs. 22-230—22-250. Reserved.

ARTICLE X. FLOOD-RESISTANT DEVELOPMENT

Sec. 22-251. Florida Building Code, Local Amendments.

(1) Cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 22-3 of this chapter.

(2) Minimum building elevations. All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus 1.5 feet, or the design flood elevation, whichever is higher.

(3) Limitation on use of fill. Fill shall not be used to support foundations. This restriction shall not apply to use of fill in stem wall foundations.

(4) Walls below elevated buildings in coastal high hazard areas and Coastal A Zones. Solid walls are not permitted below elevated buildings. Lattice work and decorative screening are permitted provided they are not part of the structural support of the building and are designed to breakaway under flood loads less than that which would occur during the design flood.

(5) Limit enclosures below elevated dwellings. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

(a) The interior portion of enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(c) Where perimeter wall (crawlspace) foundations are permitted for dwellings, the limitation on partitions does not apply to interior load bearing walls.

(d) Access to enclosed areas below dwellings shall be the minimum necessary to allow for the intended use (garage door, standard exterior door, entry to dwelling (stairway or elevator).

Sec. 22-252. Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvements or repairs of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with sections 22-274 through 22-281.

(Code 1992, § 22-51; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-253. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Buildings, sections 3109 and 1612 or Florida Building Code, Residential, section R322.

(2) Minor structures and non-habitable major structures, as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Code 1992, § 22-52; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-254. Subdivision minimum requirements.

Applications to subdivide property, including those for manufactured home parks, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Code 1992, § 22-53; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-255. Subdivision plats.

Where any portion of a proposed subdivision, including manufactured home parks, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 22-148(1); and

(3) Compliance with the site improvement and utilities requirements of sections 22-256 through 22-261.

(Code 1992, § 22-54; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-256. Minimum requirements for site development and utilities.

All proposed new development shall be reviewed to determine that they meet the following minimum requirements:

(1) Such new development would minimize flood damage and would be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Code 1992, § 22-55; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-257. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for on-site sewage treatment and disposal systems in chapter 64E-6, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

(Code 1992, § 22-56; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-258. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in chapter 62-532.500, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Code 1992, § 22-57; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-259. Limitations on sites in regulatory floodways.

No development, including, but not limited to, site improvements, and land disturbing activity involving fill or re-grading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 22-149(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Code 1992, § 22-58; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-260. Limitations on placement of fill.

Fill shall not be used to elevate buildings except where used to backfill stem wall foundations, subject to the limitations of this chapter. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.

(Code 1992, § 22-59; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-261. Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the state department of environmental protection, and only if the engineering analysis required by section 22-149(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 22-281.

(Code 1992, § 22-60; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-262. Manufactured homes—Generally.

New installation of manufactured homes shall not be permitted in floodways, coastal high hazard areas (Zone V) or seaward of the coastal construction control line. All manufactured homes installed in other flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of chapter 15C-1, F.A.C. and the requirements of this chapter.

(Code 1992, § 22-61; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-263. Same—Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas (Zone A) other than coastal high hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential, section R322.2 and this chapter.

(Code 1992, § 22-62; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-264. Same—Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Code 1992, § 22-63; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-265. Same—Elevation requirement.

All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential, section R322.2 (Zone A).

(Code 1992, § 22-64; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-266. Same—Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential, section R322.2 for such enclosed areas (Zone A).

(Code 1992, § 22-65; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-267. Same—Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential, section R322.2 (Zone A).

(Code 1992, § 22-66; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-268. Recreational vehicles and park trailers—Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park trailer is on wheels or a jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Code 1992, § 22-67; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-269. Same—Permanent placements.

Recreational vehicles and park trailers that do not meet the limitations in section 22-268 for temporary placement shall meet the requirements of sections 22-262 through 22-267 for manufactured homes.

(Code 1992, § 22-68; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-270. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty.

(Code 1992, § 22-69; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-271. Above-ground tanks—Not elevated.

Above-ground tanks that do not meet the elevation requirements of section 22-272 shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent

flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V).

(Code 1992, § 22-70; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-272. Same—Elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Code 1992, § 22-71; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-273. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Code 1992, § 22-72; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-274. General requirements for other development.

All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of section 22-259 if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation except that minimum electrical service required to address life safety and electrical code requirements is permitted below the design flood elevation, provided it conforms to the provisions of the electrical part of the building code for wet locations.

(Code 1992, § 22-73; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-275. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 22-259.

(Code 1992, § 22-74; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-276. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 22-259.

(Code 1992, § 22-75; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-277. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of section 22-259. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 22-149(3).

(Code 1992, § 22-76; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-278. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar non-structural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar non-structural uses are permitted beneath or adjacent to buildings and structures, provided the concrete slabs are designed and constructed to:

(1) Be structurally independent of the foundation system of the building or structure;

(2) Be frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four inches.

(Code 1992, § 22-77; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-279. Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the Florida Building Code, in coastal high hazard areas, decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation, and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure,

which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the buildings or structures or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on non-structural fill material that is similar to and compatible with local soils, and is the minimum amount necessary for site drainage, may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

(Code 1992, § 22-78; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-280. Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood, or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Code 1992, § 22-79; Ord. No. 29-14 , § 1, 4-7-2015)

Sec. 22-281. Non-structural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

(1) Minor grading and the placement of minor quantities of non-structural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Non-structural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection, if the scale and location of the dune work is consistent with local beach-dune morphology, and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Code 1992, § 22-80; Ord. No. 29-14 , § 1, 4-7-2015)

Section 3. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction, and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section 4. CODIFICATION. Sections of this 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 5. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Jupiter. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

Section 6. REPEAL OF LAWS IN CONFLICT. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

Section 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

TOWN OF JUPITER
1352 S US1 Rezoning

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**1352 S US1 Rezoning –** Zoning map amendment from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR) for 1.34+/- acres of property located at 1352 S US-1.

EXECUTIVE SUMMARY

Consideration of a zoning map amendment to change the zoning of approximately 1.34+/- acres from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential.

ANALYSIS

The proposed rezoning to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict meets the intent of the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property. The existing commercial land use does not need to change since Policy 1.9.4 of the Comprehensive Plan allows for properties within the mixed use sector to be developed as 100% commercial. The proposed zoning is necessary to assign the zoning designation to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Mixed Use Residential Sector assigned to the subject property.

The applicant has submitted a concurrent site plan application to construct a three story medical office building that is under review.

PLANNING AND ZONING RECOMMENDATION:
At their October 14, 2024 meeting, the Planning and Zoning Commission voted to approve (by a 7 to 0 vote) the rezoning amendment.

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

STRATEGIC PRIORITY

● Manage Growth

ATTACHMENTS

1. Attachment 1 - Ord 13-24
2. Attachment 2 - Staff report and attachments

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$	Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691.

ORDINANCE NO. 13-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 1.34 ACRES OF PROPERTY LOCATED AT 1352 S US HIGHWAY 1 FROM COMMERCIAL, OFFICE TO THE U.S. HIGHWAY ONE / INTRACOASTAL WATERWAY CORRIDOR DISTRICT – MIXED USE RESIDENTIAL SUBDISTRICT (US1/ICW-MXR); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. *(PZ# 24-5893)*

WHEREAS, Tavern Gardens B Carlin, LLC is the owner (Owner) of approximately 1.34± acres, as legally described and shown in **Exhibit "A",** which is incorporated herein (the subject property).

WHEREAS, the subject property is located at 1352 S US Highway 1, as shown in **Exhibit "B",** which is incorporated herein; and,

WHEREAS, the Jupiter Planning and Zoning Commission has recommended that the Town Council rezone the subject property from the "Commercial, Office (C-3)" zoning district to the "U.S. Highway One / Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)" zoning district; and,

WHEREAS, the Town Council has conducted a public hearing wherein it considered the testimony of the Owner, members of the public, and the recommendations of the Town's Planning and Zoning Commission and the Planning and Zoning Department regarding the appropriate zoning for the subject property; and,

WHEREAS, the Town Council has determined that rezoning of the subject property would be consistent with the future land use designation assigned to the subject property.

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

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

Section 2. The Town Council hereby rezones the approximately 1.34 acre Subject Property from "Commercial, Office (C-3)" to the "U.S. Highway One / Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)" zoning district. The subject property is shown in **Figure "1."**

Section 3. In accordance with Section 27-473 of the Zoning Code, the Town Council hereby directs that the Town's Official Zoning Map be amended to reflect the subject property as being within the "U.S. Highway One / Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)" zoning district.

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

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

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

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

#5853985 v1 26503-00001

Legal Description

That portion of government lot 3, section 8, township 41 south, range 43 east, lying west of the westerly right of way line of state road #5 (U.S. Highway One) less north 637.1 feet thereof and less also the south 549.1 feet thereof.

Said land situate in the Town of Jupiter, Palm Beach County, Florida and containing 1.35 acres, more or less.

Subject to easements, restriction, reservations, covenants, and rights-of-way of record.

1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office

Aerial Location Map

Jupiter, Florida

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office

Proposed Zoning Map

Jupiter, Florida

Cotleur & Hearing

1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

Zoning Map Amendment for 1352 S US1
Town Manager's Office

DATE: November 19, 2024

TO: Honorable Mayor and Members of Town Council

THRU: Frank J. Kitzerow, Town Manager

FROM: John Sickler, Director of Planning and Zoning

SUBJECT: **1352 S US1 Rezoning -** Zoning Map amendment from Commercial, Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR) for 1.34+/- acres of property located at 1352 S US-1.

Ordinance #13-24 (Zoning)	P&Z Commission:	10/14/24
PZ 24-5893	Town Council:	11/19/24 (1st reading)
P. Meyer	Town Council:	12/17/24 (2nd reading)

Project Information

Applicant:	Tavern Gardens, LLC
Agent:	George Missimer, Cotleur & Hearing, Inc.
Property Owner:	Tavern Gardens, LLC (Robert S Fishel, MD)
Location:	1352 S US Highway 1 (Attachment A - Location Map)
Acreage:	1.34 +/- acres
PCN Numbers:	30434108000030013
Existing FLUM designation:	Commercial within the U.S. Highway One/Intracoastal Waterway Corridor District / Waterway, Commercial and Entertainment sector
Existing use of property:	Restaurant (Closed)
Existing Zoning:	(C-3) Commercial, Office
Proposed Zoning:	U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)

Planning and Zoning Commission Recommendation.

At their October 14, 2024 meeting, the Planning and Zoning Commission voted to approve (by a 7 to 0 vote) the rezoning application.

Staff Compliance Review

Based upon the facts and findings contained herein, the Department of Planning and Zoning finds the proposed change in zoning **consistent** with the goals, objectives, and policies of the Comprehensive Plan.

Table 1. Surrounding land uses and designations

Location Map – Attachment A		
Location	*Existing Land Uses*	*Future Land Use Designations/ Zoning Districts*
North	Multi-family residential (Water Pointe)	Mixed-Use / U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential (US1/ICW-MXR)
South	Multi-family residential (Tierra Del Sol) and Jupiter Ridge Natural Area	Mixed-Use / U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential (US1/ICW-MXR) and Conservation / Conservation Preservation (CP)
East	Multi-family residential (Jupiter Ocean and Racquet Club)	High Density Residential / R-3, Residential, Limited multi-family
West	Jupiter Ridge Natural Area	Conservation / Conservation Preservation (CP)

For a comprehensive view of the above designations that surround the subject properties refer to the existing Future Land Use Map (Attachment B) and existing Zoning Map (Attachment C). The proposed Zoning designation is shown on the proposed Zoning Map (Attachment D).

Background

The subject property is +/-1.34 acres and currently has an existing structure approved for a restaurant. The restaurant is not currently in operation and the applicant proposes to demolish the building. The applicant has submitted a site plan application to construct a three-story medical office building that is under concurrent review.

Analysis.

A. Zoning Map Amendments

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

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

1) *The proposed map amendment shall be consistent with the goals, objectives, and policies of the Town of Jupiter Comprehensive Plan.*

   Staff Comment: The proposed zoning district meets the intent of the objectives and policies of the Comprehensive Plan and is consistent with the existing Commercial future land use designation on the property. The proposed rezoning is consistent with Objective 1.9 of the Comprehensive Plan and its supporting policies in the U.S. Highway One/Intracoastal Waterway Corridor, which ensures that developments emphasize and enhance the proximity of the Intracoastal Waterway (Attachment F). The existing commercial land use does not need to change since Policy 1.9.4 of the Comprehensive Plan allows for properties within the mixed use sector to be developed as 100% commercial.

2) *The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.*

Staff Comment: The proposed zoning map amendment is consistent with the established land uses of surrounding properties. The parcel is located directly adjacent to other properties with the Mixed Use Residential subdistrict of the US-1 / Intracoastal Waterway Corridor Zoning District designation to the north and south, as well as Conservation Preservation designation on Jupiter Ridge Natural Area to the west and south, which is a complementary district. Jupiter Ocean and Racquet Club, a residential community with Residential, Limited Multi-family (R-3) zoning to the east of the subject property across US Highway One is also compatible. As noted in the purpose and intent of the proposed zoning district, the mixed use residential subdistrict is to be compatible with pre-existing residential uses and to maintain and enhance the values of properties within the subdistrict by encouraging accessory commercial uses.

3) *The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to adjacent and nearby designations or districts.*

Staff Comment: The proposed zoning map amendment will not create an isolated zoning designation that is unrelated to the adjacent designations. As noted previously, the properties to the north and south have the same designation.

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

Staff Comment: The proposed zoning is necessary to assign the zoning designation to implement the policies outlined in the Comprehensive Plan for the US 1/ICW Corridor and the Mixed Use Residential Sector assigned to the subject property.

Conclusions.

The requested Zoning Map amendment on the 1.34 acres, based on existing and future uses is consistent with the Comprehensive Plan and surrounding subdistrict, for the following reasons:

1. The proposed zoning designation is consistent with the surrounding properties and is consistent with the existing Commercial Future Land Use designation;
2. The request will have no significant impacts on public facilities and services;

Attachments:

Attachment A – Location Map
Attachment B – Existing FLUM
Attachment C – Existing Zoning Map
Attachment D – Proposed Zoning Map
Attachment E – Justification Statement
Attachment F – Comprehensive Plan policies

Contact Peter Meyer at 561-741-2691 or email at peterm@Jupiter.fl.us for a copy of attachments)

1 inch equals 200 feet

0 75 150 Feet

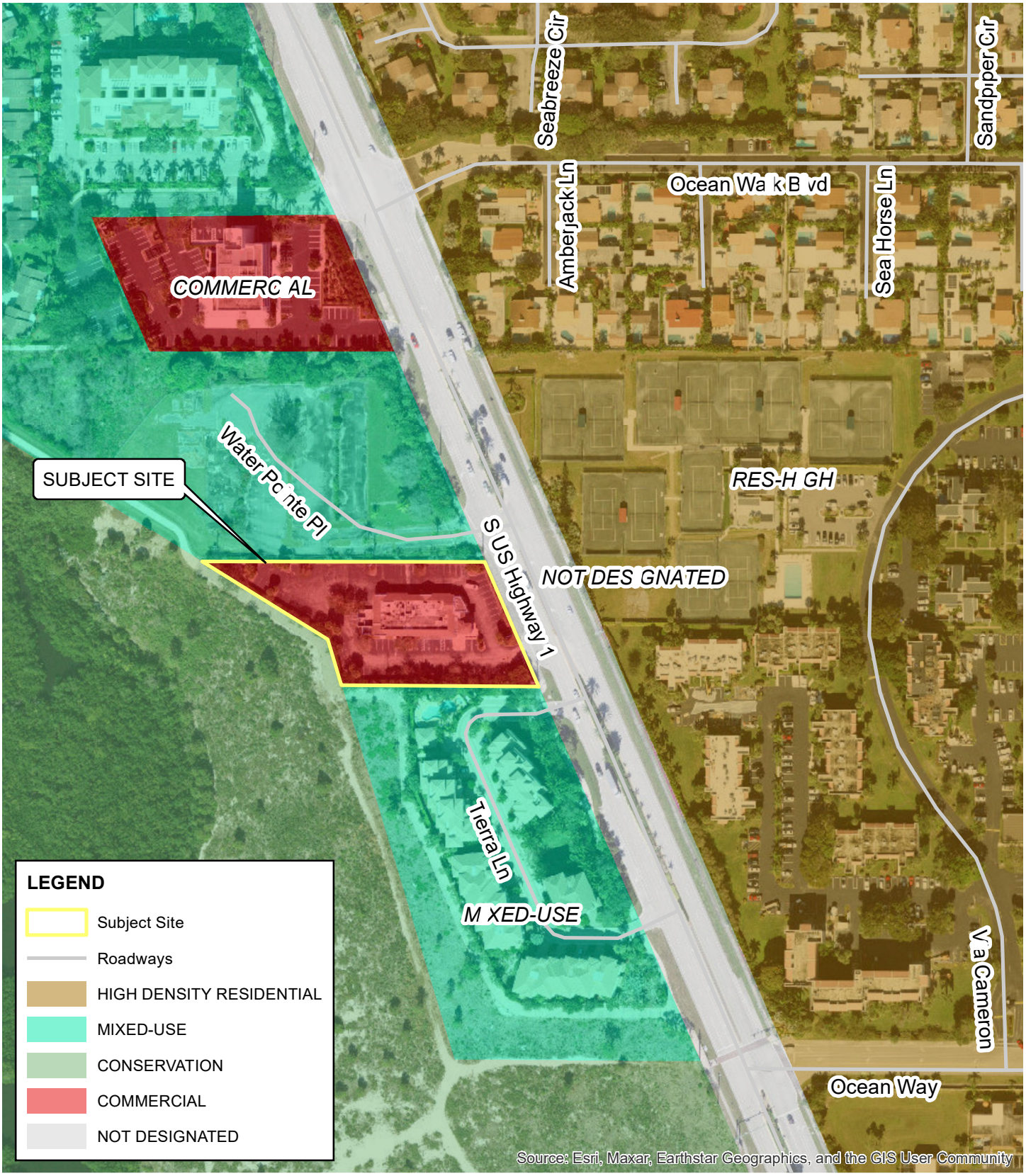
US-1 Medical Office

Aerial Location Map

Jupiter, Florida

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377



1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office

Existing Future Land Use Map

Jupiter, Florida

Cotleur & Hearing

1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office

Existing Zoning Map

Jupiter, Florida

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

1 inch equals 200 feet

0 75 150 Feet

US-1 Medical Office

Proposed Zoning Map

Jupiter, Florida

Cotleur & Hearing

1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Map Document:
(F:\Projects Active\23-0501 1325 S. US Hwy. 1\Maps and Graphics\ArcMap_Projects)
mnw 01/09/2024

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

US-1 Medical Office

Rezoning

Justification Statement

June 28, 2024

INTRODUCTION

On behalf of the property owner and the applicant, please accept this as our formal request for rezoning approval for a property located at 1352 S US Highway 1, Jupiter, Florida 33477. The subject property is zoned as Commercial Office (C-3) and the Future Land Use is Commercial. The property sits within the US 1 Intracoastal Waterway Corridor in the Mixed-Use Residential Sector, as such, a rezoning is being requested concurrently with the site plan application. The structure that currently exists on the property is a vacant restaurant. The property is bordered by mixed use residential properties and the Jupiter Ridge Natural Area.

Applicant/ Owner
Tavern Gardens, LLC
2614 Buford Highway NE
Atlanta, GA 30324

Agent
Cotleur & Hearing
George Missimer / Donaldson Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
dhearing@cotleur-hearing.com
gmissimer@cotleur-hearing.com

Table 1: Property Summary Information

PROPERTY CONTROL NUMBER (PCN)	ADDRESS	PROPERTY SIZE (AC)	FUTURE LAND USE	ZONING
30-43-41-08-00-003-0013	1352 S US Highway 1, Jupiter, Florida 33477	1.34	Commercial	C3 Commercial, Office

Table 2: Adjacent Property Land Uses and Zoning

	FUTURE LAND USE	ZONING	LAND USE
NORTH	Mixed Use	MXR Mixed Use Residential	Vacant
EAST	S US Highway 1	S US Highway 1	S US Highway 1
SOUTH	Mixed Use	MXR Mixed Use Residential	Condominiums
WEST	Conservation	CP Conservation Preservation	Jupiter Ridge Natural Area

REQUEST

The subject property is approximately 1.34 acres and is currently zoned C-3 Commercial Office. Due to the property being located directly along the Intracoastal Waterway and the planned Jupiter Riverwalk, the property is required to be rezoned to the US-1/Intracoastal Waterway Corridor, Mixed-Use Residential subdistrict. A separate site plan application has been submitted for the project. The Applicant and property owner is proposing to construct a medical office building on the subject parcel. The development of land within the US-1/Intracoastal Waterway, Mixed Use Residential Subdistrict is permitted to be 100% commercial so long as the parcel is less than 5 acres.

Criteria

In addition to the applicable requirements of the Florida Statutes, the following criteria outlined in Sec. 27-178 shall apply to all application which propose to change the Town's future land use or zoning map:

(1) The proposed map amendment shall be consistent with the goals, objectives, and policies of the town comprehensive plan.
Response: The zoning and land use district proposed within this application process are compatible with the surrounding development and align with the policies set forth in the Future Land Use Element of the comprehensive plan.

(2) The proposed map amendment shall be consistent with the established land uses of surrounding properties or land use patterns.
Response: As previously mentioned, the proposed zoning district and future land use designation align with the surrounding development and uses. More specifically the site is positioned adjacent to two parcels that have a zoning designation of Mixed Use Residential with adequate landscape screening to the north and south. Along with a major roadway in US1 to the east.

(3) The proposed map amendment shall not create an isolated land use designation or zoning district unrelated to the adjacent and nearby designations or districts.
Response: The proposed zoning district and future land use designation has been carefully considered to remain consistent with surrounding districts. Both parcels adjacently north and south have the same zoning district as proposed of US1/MXR.

(4) The application is necessary because of changed or changing conditions, including, but not limited to, changing demographic trends, annexation, or public service needs.
Response: The applicant is proposing a future land use and zoning change necessary to accommodate a site plan application which will propose a medical office building on the site.

Land Use Compatibility

The ICW Mixed Use Residential Subdistrict allows for a range of residential, commercial, and public uses. The permitted uses on the subject site under the existing Commercial Land Use designation will be limited to the commercial uses listed in section 27-1484 of the Town's Code of Ordinances. The proposed zoning district is consistent with the current Future Land Use (FLU) designation so long as only

those uses permitted by that FLU occur on the subject site. Therefore, no residential development will be permitted with this rezoning. The rezoning will increase consistency with the surrounding zoning districts and future land uses but will effectively provide a mix of uses in the area, that otherwise consists solely of uses that are residential or accessory to residential in nature. The proposed rezoning meets the intent of the ICW Corridor.

Conclusion

On behalf of the applicant, Jupiter Land LLC, please accept this as our formal request for rezoning approval for a property located within the boundary of the Town of Jupiter. The subject property is approximately 1.34 acres and is located along the Intracoastal Waterway and US Highway 1. The applicant is proposing to construct a medical office building on the property and develop the site under the guidance of the US-1/Intracoastal Waterway Zoning District regulations and the Mixed-Use Residential Sub-district.

<u>Objective 1.9</u> The Town shall continue to maintain land development regulations for the U. S. Highway One/ Intracoastal Waterway corridor to ensure that new development and any redevelopment emphasizes and enhances the proximity of the Intracoastal Waterway and the Jupiter Inlet including the provision of public access, through the components of a riverwalk corridor and a scenic corridor. All properties located in the U.S. Highway One/Intracoastal Waterway Corridor, as depicted on the Future Land Use Map, shall be developed consistent with the objectives and policies for the corridor, and the corresponding sectors.

<u>Policy 1.9.1</u> The U.S. Highway One/Intracoastal Waterway Corridor shall be established, as depicted on the Future Land Use Map, with the following planning sectors and components:

a) U.S. Highway One Mixed Use Residential sector;
b) Waterway, Commercial and Entertainment sector;
c) Inlet Village sector;
d) Riverwalk Corridor Component; and,
e) Scenic Corridor Component.

<u>Policy 1.9.3</u> Properties developing with a mixture of residential and commercial uses shall be permitted to develop with a Mixed Use land use designation and a Planned Unit Development, Commercial zoning classification pursuant to the Town's existing Land Development Regulations.

<u>Policy 1.9.4</u> U. S. Highway One Mixed Use Residential sector shall emphasize residential and accessory activities, as well as also allow for commercial properties that are limited in nature and are deemed to be compatible with residential development. Further, all uses and properties within this sector shall be linked by the Riverwalk and Scenic Corridor components. Commercial uses are to be located where nonresidential uses have already been established by prior development approval, thereby, enhancing the opportunity for the citizens to obtain access and enjoy the natural resources of the region.

<u>Policy 1.9.5</u> Maintain land development regulations for the U. S. Highway One Mixed Use Residential sector as follows:

a) where feasible, provide for a public accessible walkway along the Intracoastal Waterway, including elements of pedestrian amenities thereby, encouraging non automobile traffic in between the planning sectors;
b) provide for vistas of the Intracoastal Waterway from U. S. Highway One and from within the sectors of the development;
c) strip and auto oriented commercial uses (i.e., drive-through facilities, corner retail and gas stations, etc.) shall be prohibited;
d) the maximum density for residential uses shall be 6 units per acre as per the mixed use land use. The Town Council may grant a density bonus of up to 15 du/acre, based upon the following:
    1) Riverwalk land acreage designated above the minimum;
    2) The adequacy and enhancement of public access onto the Riverwalk;
    3) Extent of public amenities provided; and,
    4) Significant enhancements to the land area and landscape/planting materials of the buffer from non residential uses incorporated within the site design.

e) Based upon the following, existing, partially developed commercial sites may either continue the development pattern established by prior development approval or may introduce limited residential uses where there will be compatibility of land uses and potential conflicts cannot occur:
   1) all development over 5 acres may be allowed a maximum of 30% commercial uses and a minimum 50% of residential uses based on the quantity and quality of the project being developed and the "Mixed Use" land use; and,
   2) all development less than 5 acres may be allowed 100% commercial uses.
f) use of a coastal vernacular style of architecture (characterized by building design which incorporates the architectural techniques and features from the following architectural features: stick, shingle, Mediterranean, Craftsman, or Florida Cracker styles).
g) provide public open spaces and public squares within developments to encourage the orientation towards the waterways.

Policy 1.9.8 The Town shall continue to require development to be oriented toward the Intracoastal Waterway, Riverwalk, Jupiter Lighthouse, and the Jupiter Inlet including provisions allowing for: variable setbacks, landscaping, parking regulations; clustering structures to form public open space; providing opportunities for open vistas of the waterways; developing a point of interest at the terminus along the Riverwalk; providing for access and support amenities to the Riverwalk Corridor such as; screening; sign placement and type; providing for special design treatments: providing for street furniture, lighting and providing for amenities, such as: balconies, porches, and awnings; providing for a system of entry statements which identify the U. S. Highway One Corridor.

Policy 1.9.9 The Town shall maintain an incentive program of density bonuses for residential uses and intensity bonuses for commercial uses within the U. S. Highway One Corridor for those developments which provide enhanced amenities within the site design to promote pedestrian oriented plazas and encourage appropriate intensive commercial and entertainment uses at intersections along U. S. Highway One and the Intracoastal Waterway.

TOWN OF JUPITER
Private Stormwater Improvement Grant Agreement with Sonoma Isles HOA

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 109-24: Approving a Private Stormwater Improvement Grant Agreement with Sonoma Isles HOA for $200,000

EXECUTIVE SUMMARY

Resolution 109-24 provides for the award of a grant funding agreement under the Town's Private Stormwater Improvements Grant Program to the Sonoma Isles Homeowner's Association (HOA) for an amount of $200,000, and authorizes the Town Manager to execute the agreement and approve the purchase order to be issued to the HOA.

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

Sonoma Isles HOA submitted a grant application to the Town's Stormwater Utility on August 14, 2024, requesting grant assistance to remediate lake bank erosion through installation of geotubes in their stormwater management lakes. The lakes in Sonoma Isles provide approximately 600,000 gallons of on-site stormwater storage capacity for the 275-home residential development. Sonoma Isles has a permitted stormwater outfall from the South Florida Water Management District that discharges directly to the Wild and Scenic Loxahatchee River. Site soils in Sonoma Isles are known to contain legacy phosphorus, which if not appropriately managed, may adversely impact the water quality of stormwater runoff and discharges into the Loxahatchee River. The geotubes proposed to be installed by Sonoma Isles HOA will control lake bank erosion and minimize the likelihood of sediment carrying undesirable nutrients from entering the Loxahatchee River. Installation of the geotubes will also benefit the Sonoma Isles' lake ecosystem and address safety hazards associated with unstable lake banks.

Sonoma Isles HOA's grant application was evaluated and scored in accordance with the Town's Private Stormwater Improvement Grant Policy by a committee comprised of three Town of Jupiter staff members. Sonoma's grant application meets the requirements of the grant policy and qualifies for funding assistance. The estimated total project cost is $816,275 and Sonoma Isles HOA is requesting $200,000 funding assistance from the Town, resulting in a cost share of approximately 75% (HOA)/25% (Town). The grant program allows for up to a maximum 50/50 cost share between the applicant and the Town.

Private Stormwater System Owner	Proposed Project Cost	Grant Amount Requested
Sonoma Isles HOA	$816,275.00	$200,000.00

Funding for this grant request is currently available and appropriated in the Utilities' Private Stormwater Improvement Grant (S1007) CIP project account. If awarded the grant funding, Sonoma Isles HOA has indicated that they will complete their project within one year from the execution date of the grant agreement.

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

ANALYSIS

Sonoma Isles HOA submitted a stormwater grant application to the Town on August 14, 2024, requesting funding assistance for an amount of $200,000, towards installation of geotubes to address lake bank erosion and improve the water quality of stormwater runoff. Sonoma's grant application meets the requirements of the Town's Private Stormwater Improvement Grant policy, as evaluated by a committee of three Town staff members. Approval of this item by the Town Council will authorize the Town Manager to execute the agreement with the HOA and approve the purchase order to be issued to the HOA as provided in Resolution 109-24.

STRATEGIC PRIORITY

- Safety
- Fiscal Responsibility

ATTACHMENTS

1. Resolution 109-24
2. Sonoma Isles HOA Grant Agreement and Application
3. FY2025 Private Stormwater Improvment Grant (S1007) Adopted CIP Sheet
4. Committee Evaluation Forms

FUNDING SOURCE

Approved in Budget	$322,589	Sources: Private Stormwater Improvement Grant CIP Acct. 41051538-582001-S1007
No additional funding is required.	$	Sources:

For more information or copies of the attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 109-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A PRIVATE STORMWATER SYSTEM GRANT AGREEMENT WITH SONOMA ISLES HOA, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT AND APPROVE THE PURCHASE ORDER ON BEHALF OF THE TOWN.

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

WHEREAS, Sonoma Isles Home Owner's Association (HOA) applied to the Town on August 14, 2024, requesting grant funding in an amount of $200,000; and

WHEREAS, the Town Committee who evaluated Sonoma Isles HOA's application found it to comply with the Town's Private Stormwater Improvement Grant policy and eligible for award of grant funding; and

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

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

Section 1. The grant agreement between the Town of Jupiter and Sonoma Isles HOA is hereby approved and accepted.

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

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

11/19/2024

AGREEMENT

This Agreement is made and entered as of the ____ day of _____, 2024, by and between the TOWN OF JUPITER, FLORIDA, a Florida municipal corporation, 210 Military Trail, Jupiter, Florida 33458, hereinafter referred to as the "Town", and Sonoma Isles HOA, whose mailing address is 205 Sonoma Isles Circle, Jupiter, Florida, hereinafter referred to as the "Recipient".

ARTICLE 1 - PROJECT DESCRIPTION

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

ARTICLE 2 –TERM

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

ARTICLE 3 - TIME OF THE ESSENCE

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

ARTICLE 4 - COMPENSATION\FUNDING PAYMENTS AND REPORTING

As consideration for providing the goods and services required by this Agreement, the Town shall pay the Recipient the lesser amount of 25% of the certified actual costs of construction or $200,000.00. The Recipient shall perform all work in strict accordance with Exhibit "A".

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

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

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

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

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

ARTICLE 5- PROJECT MANAGEMENT

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

NOTICES

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

Sonoma Isles HOA
205 Sonoma Isles Circle
Jupiter, FL
Attn: Octavio Rodriguez, Property Manager

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

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

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

ARTICLE 6 - TERMINATION

If either party fails to fulfill its obligation under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving the other party written notice of the obligation which the noticing party deems to be in default. The party alleged to be in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period. In the event the Recipient's funding becomes unavailable, that shall be good and sufficient cause for the Town to terminate the Agreement.

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

ARTICLE 7 - ATTORNEY'S FEES

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

ARTICLE 8 -LIST COSTS AND RECORDS RETENTION

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

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

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

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

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

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

ARTICLE 9 - STANDARDS OF COMPLIANCE

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

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

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

ARTICLE 10 - GOVERNING LAW/VENUE

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

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

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

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

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

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

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

ARTICLE 12 - RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

ARTICLE 13- FORCE MAJEURE

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

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

ARTICLE 14- NON-WAIVER OF RIGHTS

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

ARTICLE 15- SEVERABILITY

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

ARTICLE 16- AMENDMENTS

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

ARTICLE 17- ENTIRE UNDERSTANDING

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

ARTICLE 18-ASSIGNMENTS

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

EXECUTED by the Town this _____ day of _____, 2024.

ATTEST:

_____

Laura Cahill, CMC, Town Clerk

[TOWN SEAL]

TOWN OF JUPITER, FLORIDA

_____

Frank Kitzerow, Town Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

Thomas J. Baird, Town Attorney

EXECUTED by the Recipient this 21 day of August, 2024.

WITNESSES:

Carmen R. Cocuy Carmen R. Cocuy

Joan P. George Joan P. George

RECIPIENT: Sonoma Isles HOA

Name, Title Octavio Rodriguez, Property Manager

TOWN OF JUPITER

Private Stormwater Improvement Grant Application

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

APPLICANT INFORMATION - Sonoma Isles HOA

First Name: Last Name:

Street Address: 205 Sonoma Isles Circle

City: Jupiter

State: Florida Zip Code: 33478

Phone Number: 561-972-7904

*Email Address: sonomaislespm@campbellproperty.com

PROJECT CONTACT INFORMATION

List the contact information for the individual managing the project.

First Name: Octavio Last Name: Rodriguez

Title: Property Manager

Phone Number: 561-972-7904

*Email Address: sonomaislespm@campbellproperty.com

PROJECT ENGINEER CONTACT INFORMATION

List the contact information for the project engineer.

First Name: Brian Last Name: Hoock

Phone Number:

*Email Address: anchor-marine-brian@gmail.com

PROJECT DETAILS

Provide a brief description of the project:

Sonoma Isles HOA, Inc. is seeking grant funding for lake erosion control totaling 16,000 linear feet to its original design criteria of a 4:1 slope.

Explain the benefit this project provides:

This project is aimed to restore and preserve the integrity of shoreline. Doing so will benefit the local ecosystem by recovering approximately 600,000 gallons of stormwater storage capacity, preventing excess runoff, and minimizing escape of legacy phosphorus/phosphates entrained in lot soils. This project will also correct escarpments and unstable lake banks that could result in injury. Additionally, correcting the eroded linear shoreline will restore sod and soil through which stormwater will be filtered and enter the lakes at a more improved quality.

PROJECT FUNDING INFORMATION

Funding Amount Requested: $200,000

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

Total Project Cost: $816,275

Applicant's Match Amount: $616,275

Source of Other Funds: HOA Assessment

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

Yes

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

Town of Jupiter Engineering Permit

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

Yes

If yes, please explain:

SFWMD Individual Water Use permit 50-10703-W and
Environmental Resource permit 50-106616-P

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

Yes

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

Yes

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

Applicant: Octavio Rodriguez Date: 08/14/2024

*Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The Town makes every effort to protect individual privacy, but may be compelled to provide e-mail addresses in some circumstances under Florida law.

8360 CURRENCY DR., SUITE 1 / RIVIERA BEACH, FLORIDA 33404 · (561) 845-6381
WWW.ANCHORMARINESERVICES.COM (561) 845-7361 (FAX)
(877) 844-6381 (Toll Free)

TO: **Sonoma Isles Homeowners Association**

ATTN: **Octavio Rodriguez**

FROM: **ANCHOR MARINE SERVICES**

DATE: August 6, 2024

PROPOSAL#: **2290**

LOCATION: **Phase #1 Shoreline Restoration**

Anchor Marine Services, Inc. is pleased to provide the following quotation for the installation of Geo-Filter™ Tube (GFT™) erosion barrier as follows:

Anchor Marine Services, Inc. will provide all labor, material, equipment, crew, mobilization and demobilization necessary to install Geo-Filter™ Tube Erosion Barrier System.

This process includes 2 to 3 runs of GFT™ and will restore a total of 16,000 linear feet of shoreline. The bottom GFT will consist of Woven material and the top, sacrificial run of GFT will consist of non-woven material.

The exposed GFT installation will be graded into the existing bank grade and covered with new Floratam sod. Sod is included in pricing.

Our prices are based on mobilizing to the site one time and performing all work continuously. Should customers' schedule result in additional mobilization, fees will apply.

No heavy equipment will be used and little if any disruption of normal property use will be necessary.

The project start date is subject to work in progress and previously scheduled work. Scheduling is upon receipt of signed contract.

The estimated progress is 100 to 150 ft. of GFT™ installed per day.

Upon request, Anchor Marine Services will supply you with a Certificate of Insurance prior to the start of work.

In the event of any unforeseen conditions, contractor must give customer immediate notification. Contractor will provide a reasonable market price for the additional work. If acceptable, it will be incorporated into the contract as a change order. If it is not acceptable, the contract will be null and void. No monies will be refunded to the customer and any additional costs expended will be the responsibility of the customer.

Applicable law: This agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction of any action or proceeding arising out of or connected with this agreement shall lie exclusively in the state courts of competent jurisdiction, in and for Palm Beach County Florida. The parties expressly waive all other jurisdiction and venue. Parties also waive trial by jury.

Attorney Fees and cost: In connection with any litigation, including appellate and bankruptcy proceedings, arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

Interest Provision: By signing this contract I/We agree to pay all purchases when due and/or by the time specified in the contract. If the purchaser is a corporation, the corporation agrees to be responsible and pay for any purchases made pursuant to this application.

If it becomes necessary to affect collections, both I/we and the corporation will pay reasonable attorney's fees and court costs. Interest shall be due and payable at the rate of 1 ½ per month on the balance of each purchase which remains unpaid after the last day of the month. A designation of payment is required on jobs where real property is being improved. This agreement will remain in effect until a new contract is submitted or until revoked, in writing, regardless of any subsequent change in the legal status of the purchaser.

Thank you for allowing Anchor Marine Services the opportunity to bid on your erosion control project. Anchor Marine Services has been established for over 30 years.

We developed and trademarked the Geo-Filter™ Tube.

Please note – all invoicing will be based on actual measured amount of GFT™ installed.

All material will be dredged from out of the Lake.

Anchor Marine will use Higgins Engineeering firm
8 to 12 ft at 409 ft of shoreline = $75 a linear foot = $30,675.00
6 to 8 ft at 1,420 ft of shoreline = $50 a linear foot = $71,000.00
5 to 6 ft at 12,282 ft of shoreline = $50 a linear foot = $614,100.00
< 5ft at 2,012 ft of shoreline = $50 a linear foot = $100,600.00

PROPOSAL TOTAL $816,275.00

PAYMENT TERMS: 10% Down and Completed work will be invoiced monthly and paid by the tenth of the following month.

SUBMITTED

ACCEPTED

BRIAN HOOCK, PRESIDENT
ANCHOR MARINE SERVICES

AUTHORIZED SIGNATURE

Please visit our web site at www.anchormarineservices.com

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2025 - 2029

Project Name:	**Department:**	
Private Stormwater Improvement Grants	Utilities	
Link to Strategic Plan/Strategic Result:	**Project #:**	**Projected In-Service Date:**
Safety / Fiscal Responsibility	S1007	On-going

Project Description and Justification:

This project provides grant funding to private HOAs, POAs and commercial parcels to construct stormwater improvements that enhance stormwater runoff quality or minimize the risk of flooding. Eligible applicants may be reimbursed for up to 50% of the total cost to construct improvements that provide water quality or flood control enhancement. Grant applications are received by the Stormwater Utility year-round. All qualified applications are presented to the Town Council for consideration of award.

This project supports the Town's Strategic Plan Result of Fiscal Responsibility and Safety by providing a mechanism for the Stormwater Utility to assist and promote water quality goals of improved stormwater runoff quality to privately owned systems and minimizing nuisance flooding. Benefits of this program result in reduced flooding impacts within the Town limits and restoration and preservation of the Town's local water resources, including the Loxahatchee River and the surficial aquifer water supply. The program also offers enhanced value to the service the Stormwater Utility provides to privately-owned stormwater systems and is integral to the Regional Loxahatchee River Pollutant Reduction Plan.

A total of $1,173,443 has been awarded by the Town since fiscal year 2000, under this Program. Grant recipients in FY2022 and FY2023 included Jupiter Bay, Jupiter Country Club, Ocean at the Bluffs, Xanadu, and Villas of Ocean Dunes. Recipients for 2024 thus far include Jupiter Country Club and Egret Landing.

Location(s) and Program Schedule

Fiscal Yr	Scope	Budget
2025	Complete stormwater improvements in Jupiter Country Club and Egret Landing under awarded grant agreements. Review grant application submissions and award grant funding for qualified projects. Use of prior year carryforward balance.	$0
2026	Review grant application submissions and award grant funding for qualified projects. Use of prior year carryforward balance.	$0
2027	Review grant application submissions and award grant funding for qualified projects.	$85,141
2028	Review grant application submissions and award grant funding for qualified projects.	$87,695
2029	Review grant application submissions and award grant funding for qualified projects.	$90,326

Project Photo(s) / Map of Location

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029

Project Name:	**Department:**
Private Stormwater Improvement Grants	Utilities
Link to Strategic Plan/Strategic Result:	**Project #:**
Safety / Fiscal Responsibility	S1007

Project Budget:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
Land acquisition	$0	$0	$0	$0	$0	$0	$0
Planning / Design	$0	$0	$0	$0	$0	$0	$0
Engineering	$173,395	$0	$0	$8,000	$8,240	$9,033	$198,668
Construction	$1,375,882	$0	$0	$77,141	$79,455	$81,293	$1,613,771
Equipment	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Budget	**$1,549,277**	**$0**	**$0**	**$85,141**	**$87,695**	**$90,326**	**$1,812,439**

Funding Sources:	**Prior to 2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
General revenues	$0	$0	$0	$0	$0	$0	$0
Impact fees	$0	$0	$0	$0	$0	$0	$0
Surtax proceeds	$0	$0	$0	$0	$0	$0	$0
Escrow & deposits	$0	$0	$0	$0	$0	$0	$0
Grant revenues	$0	$0	$0	$0	$0	$0	$0
Stormwater revenues	$1,549,277	$0	$0	$85,141	$87,695	$90,326	$1,812,439
Stormwater R&R funds	$0	$0	$0	$0	$0	$0	$0
Water R & R funds	$0	$0	$0	$0	$0	$0	$0
Off-site fees	$0	$0	$0	$0	$0	$0	$0
Total Revenues	**$1,549,277**	**$0**	**$0**	**$85,141**	**$87,695**	**$90,326**	**$1,812,439**

Previous Years:	**Prior to FY 2020**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**Total**
Amount Budgeted	$1,181,739	$69,228	$71,304	$73,443	$75,647	$77,916	$1,549,277
Amount Expended	$980,192	$1,476	$45,117	$51,286	$60,220	$73,398	$1,211,688
Balance							**$337,589**

Footnote: Expenditures anticipated to continue after 5-year planning window.

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY Sonoma Isles POA **DATE:** 10/22/2024

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes/No
	Proposed improvements are new?	Yes/No
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes/No

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.	The use of geotube will greatly enhance the stability of the lake banks and will help to keep erosion to a minimum in the future. The reduction of erosion will allow the lakes to keep their original volume for water quality as required by the South Florida Water Management District. Helping to preserve the water quality of the Loxahatchee River.	**5**	5
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.	The cost of $51/LF as provided by the quote received is very reasonable based on historical pricing obtained by the Town on similar projects with ranged from $60/LF to $594/LF.	**5**	5
		TOTAL (Minimum score of 6 necessary for consideration of a grant awared):	**10**	10

Comments:

RANK NO.: 1 **EVALUATOR:** David Rotar, CFM, Public Works Project Manager **INITIALS:**

David Rotar

Digitally signed by David Rotar
DN: cn=David Rotar, o=Town of Jupiter, ou=Stormwater/PW, email=davidr@jupiter.fl.us, c=US
Date: 2024.10.22 13:39:06 -04'00'

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY Sonoma Isles HOA **DATE:** 10/22/2024

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes/No
	Proposed improvements are new?	Yes/No
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes/No

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.	Installation of geotube within the lake banks will minimize soil erosion caused commonly resulting from rainfall runoff overtime. Soil particulates typically carry with them unfavorable nutrients and/or bacteria. The unfavorable nutrients/bacteria in the soil particulates can enter the receiving water body, in the case of Sonoma Isles, the Loxahatchee River.	**5**	**5**
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.	The quotation provided with the grant application is comprehensive at a total price of $816,275. Averaging the total price against total linear feet (16,000) of geotube to be installed, results in a unit price of $51/LF. Historical pricing obtained by the Town on similar projects ranged from $60/LF to $594/LF, with an average of $290/LF.	**5**	**5**
		TOTAL (Minimum score of 6 necessary for consideration of a grant awared):	**10**	**10**

Comments:

RANK NO.: **1**

EVALUATOR: Amanda Z. Barnes, P.E., Director of Utilities **INITIALS:**

Amanda Z. Barnes Digitally signed by Amanda Z. Barnes DN: C=US, E=amandab@jupiter.fl.us, O=Town of Jupiter, OU=Utilities Administration, CN=Amanda Z. Barnes Date: 2024.10.22 11:46:55-04'00'

Private Stormwater Improvement Grant

EVALUATION FORM

ENTITY Sonoma Isles HOA **DATE:** 10/23/2024

ELIGIBILITY CHECK	Proposed Project is located within Town of Jupiter municipal boundaries?	Yes
	Proposed improvements are new?	Yes
	Proposed improvement will have a significant beneficial impact in at least one of the following areas: water quality, flood mitigation or erosion control?	Yes

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
I	Project impact on one or more of the following objectives: reduction in nutrients (e.g. nitrogen, phosphorus), bacteria, or other unfavorable constituents within the private stormwater management system prior to discharging to the Town's drainage system or receiving water body, resolving a nuisance flooding issue, and/or minimizing bank erosion.	Use of geotube qualifies as erosion control.	**5**	**5**
II	Cost effectiveness of the proposed improvements, where the cost is reasonable and verifiable for the effort required to complete the work, and the results are worth the cost.	Price and requested match amount is reasonable.	**5**	**5**
		TOTAL (Minimum score of 6 necessary for consideration of a grant awared):	**10**	**10**

Comments:

RANK NO.: _____1_ **EVALUATOR:** Jonathan Batista, P.E. **INITIALS:** JAB

TOWN OF JUPITER
FY2024 Year-End Budget Amendments

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**Resolution 136-24,** Approving FY2024 Year-End Budget Amendments

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Resolution 136-24 providing for an amendment to the fiscal year ending September 30, 2024 operating and CIP budgets. The amendment includes budget transfers and amendments recorded from October 1, 2023 through September 30, 2024 as detailed in the attached budget transfer summary.

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

ANALYSIS

The most significant amendments by fund are listed below:

General Fund

Amendments to the General Fund budget were required for the following:

1. To transfer OGG professional services to Town Manager executive salaries for salary increases. Approved by Town Council on 8/8/2024.
2. To appropriate and transfer contingency funds for additional litigation expenses until year end.
3. To amend and accept additional State Shared police pension revenues.
4. Appropriated insurance proceeds received for damaged police vehicles.
5. Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.
6. Amend the FY2024 JFRD operating budget for amounts budgeted in FY2023 and carried forward.
7. Appropriate and transfer funds for additional crosswalk project funding. Approved by the Town Council on 7/16/2024 resolution 96-24.
8. To appropriate federal asset forfeiture funds for the purchase of (2) pick-up trucks and equipment to perform vehicle suppression techniques. Authorized by Town Council on 08/08/2024.

General Fund Contingency Use

Beginning Balance	$1,589,718
First Quarter Amendments	1,400,000
Second Quarter Amendments	181,000
Remaining Balance	**$ 8,718**

Police State Forfeiture Fund
Amend the FY2024 operating budget for use of State Forfeiture funds for the Shop with a Cop and the Police Soccer Tournament annual events and the purchase of firearms.

Jupiter Fire Rescue Fund
Amendments to the Jupiter Fire Rescue Fund budget were required for the following:

1. Amend the FY2024 JFRD operating budget for amounts budgeted in FY2023 and carried forward.
2. Transfer and utilize JFRD contingency for four door ambulances. Approved by Town Council on 11/08/2023.
3. Transfer and utilize JFRD contingency for the purchase of 3 Tahoes from Jupiter Inlet Colony. Approved by Town Council 05/21/2024.

Community Investment Plan (CIP)
Amendments to the CIP fund were required for the following:

1. Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.
2. Appropriate and transfer funds for additional crosswalk project funding. Approved by the Town Council on 7/16/2024 resolution 96-24.
3. To transfer and amend the FY2024 CIP budget to provide funding for the design and engineering cost of two fire stations and for the demolition and backfill of the underground parking facility at Piatt Place. Authorized by Town Council on 08/21/2024 by resolution 106-24.
4. Transfer and amend the FY2024 CIP budget for the use of CDBG-CV3 funding and the reduction of general revenues for Eastview Manor Park. Approved by Town Council 11/21/23 resolution 114-23.
5. Transfer and amend Town Hall Green budget to recognize escrow funding.

Water and Stormwater
Amendments to the Water Fund and Stormwater Fund budgets were required for the following:

1. Transfer Plant R&M operating funds to amend the FY2024 CIP R&R budget to award a contract for MBA Blower Replacement. Approved by the Town Council on 04-16-2024 resolution 15-24.
2. Transfer and amend FY2024 water operating funds for emergency repair of a force water main. Approved by Town Management June 17, 2024.
3. Transfer and amend FY2024 water operating funds to the water R&R fund for contract award to replace the HVAC unit at the Nanofiltration Building. Approved by the Town Council on 2/06/2024 resolution 20-24.
4. Amending FY2024 operating fund for the settlement agreement funds received regarding the Pine Gardens North project. Approved by Town Council on 03/19/2024 resolutions 33-24 and 34-24.
5. Transferring and amending the FY2024 operating funds to the water R&R fund for hydrant and valve maintenance cost.
6. Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.

7. Transferring and amending the FY2024 operating funds to the water R&R fund for the engineering and design for the emergency repair of a force water main. Town Manager approved 07/11/24. Approved by Town Council on 10/15/24.
8. Amendment for additional funds regarding the Pennock Industrial park and Bush Rd Infrastructure Improvements. Approved by Town Council on 08/20/2024 resolution 92-24.
9. Transfer and appropriate Water R&R funds to award a contract for MBA Blower Replacement. Approved by the Town Council on 04-16-2024 resolution 15-24.

Water Fund Contingency Use

Beginning Balance	$563,800
Mid-Year Amendment	37,145
Year-End Amendments	212,024
Remaining Balance	**$314,631**

There has been no use of stormwater contingency funds for fiscal year 2024.

Building Fund

Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Strong Local Economy

ATTACHMENTS

1. Resolution No. 136-24
2. FY2024 Budget Transfers, Appropriating Fund Balance & Retained Earnings

FUNDING SOURCE

Multiple Funding Sources

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

Attachment 1

RESOLUTION NO. 136-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION 94-23, THE TOWN'S BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter has adopted its Fiscal Year 2023-2024 Budget and Pay Plan pursuant to Resolution 94-23 on September 19, 2023; and

WHEREAS, the Town Manager recognizes that periodic modifications to the adopted budget for the fiscal year are necessary for fiscal management purposes and to implement those changes to the Town Council's fiscal policy which occur after the adoption of the Fiscal Year 2023-2024 Budget; and

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

SECTION 1. The Town Council hereby amends Resolution 94-23, the Town's Budget for Fiscal Year 2023-2024 to provide for certain adjustments and amendments to the Town Council's fiscal policy which it has made during the course of the fiscal year.

SECTION 2. The Town Council hereby adopts those budget transfers recorded through September 30, 2024 which are attached hereto and incorporated herein.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2024 remain in full force and effect.

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

SECTION 5. This Resolution shall become effective immediately upon execution.

11/19/2024

Attachment 2

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
GENERAL FUND		
TOWN MANAGER		
Executive Salaries	31,911	
Other General Government Division-Professional Services		31,911
To transfer funding from OGG professional services to Town Manager for salary increases. Approved by Town Council 8/8/24.		
TOWN ATTORNEY		
Litigation	165,000	
Professional Services	16,000	
Contingency		181,000
To appropriate and transfer contingency funds for additional litigation expenses and legal services until year end.		
PUBLIC WORKS		
Memorial Bricks	3,800	
CFS-Memorial Bricks	(3,800)	
To amend and appropriate funds received for the Town's memorial brick purchase program.		
POLICE DEPARTMENT		
Operating Supplies	15,600	
Disposition of Fixed Assets	(15,600)	
Appropriate funds received from the sale of PD Drones.		
Machinery & Equipment	23,470	
Designated from Fund Balance	(23,470)	
Appropriate insurance proceeds received for damaged police vehicle.		
Machinery & Equipment	7,197	
Disposition of Fixed Assets	(7,197)	
Appropriate insurance proceeds received for damaged police vehicle.		
Police Admin - State Pension	66,271	
Police Operations - State Pension	56,639	
Police Patrol - State Pension	329,376	
State Shared - Police Pension	(452,286)	
To amend and accept additional State Shared police pension revenues.		
Disposal of Assets	(11,000)	
Operating Supplies	11,000	
To amend and appropriate funds received for the disposal of boat motors.		
RECREATION PROGRAMS		
Promotional	475	
Donations	(475)	
To amend and appropriate a donation received for senior recreation programs.		

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
OTHER GENERAL GOVERNMENT		
Transfer to Capital Improvement Fund	605,091	
Designated from Fund Balance	(605,091)	
Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.		
Xfer from Capital Improvement Fund		60,000
Designed From Fund Balance		(60,000)
Transfer and amend to reduce Town Hall Green funding and to recognize escrow funding.		
Transfer to Capital Improvement Fund	400,000	
Designated from Fund Balance	(400,000)	
Appropriate and transfer funds for additional crosswalk project funding. Approved by the Town Council on 7/16/2024 resolution 96-24.		
Transfer to JFRD Fund		187,500
Designated from Fund Balance		(187,500)
Amend the FY2024 JFRD operating budget for amounts budgeted in FY2023 and carried forward.		
POLICE FEDERAL FORFEITURE		
Other Current Charges	268	
Operating Supplies	37,324	
Machinery & Equipment	99,777	
Designated from Fund Balance	(137,369)	
To appropriate federal asset forfeiture funds for the purchase of (2) pick-up trucks and equipment to perform vehicle suppression techniques. Authorized by Town Council on 08/08/2024.		
POLICE STATE FORFEITURE FUND		
Designated from Fund Balance	(3,000)	
Shop With a Cop	3,000	
Amend the FY2024 operating budget for the use of State Forfeiture funds for the Shop With a Cop annual event. Approved by Town Council on 10/01/23.		
Designated from Fund Balance	(9,428)	
Professional Services	2,170	
Rentals & Leases	4,764	
Operating Supplies	2,494	
Amend the FY2024 operating budget for the use of State Forfeiture funds for the annual Police Soccer Tournament. Approved by Town Council on 04/02/24.		
Designated from Fund Balance	(128,530)	
Operating Supplies	110,072	
Subscription Services	18,458	
Amend the FY2024 operating budget for the use of State Forfeiture funds for the purchase of firearms. Approved by Town Council on 09/03/24.		

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
JUPITER FIRE RESCUE FUND		
Xfer from General Fund		(187,500)
Professional Services		31,464
Designated from Fund Balance	(156,036)	
Amend the FY2024 JFRD operating budget for amounts budgeted in FY2023 and carried forward.		
Equipment	242,760	
Contingency		242,760
Transfer and utilize JFRD contingency for four door ambulances. Approved by Town Council on 11/08/2023		
Equipment	77,594	
Operating Supplies	35,745	
Contingency		113,339
Transfer and utilize JFRD contingency for the purchase of 3 Tahoes from Jupiter Inlet Colony. Approved by Town Council 05/21/2024.		
GRANT - LAW ENCOREMENT/POLICE ADMIN FUND		
Fed Grant - Justice Assistance	7,401	
Equipment	(7,401)	
Amend the FY2024 operating budget for a FDLE JAG grant to replace the computer voice stress analyzer (CVSA).		
JUPITER RIVER ESTATES NON-AD VALOREM ASSESSMENT FUND		
Xfers to Stormwater Fund	210	
SA-Canal Trimming	(210)	
Amend the FY2024 operating budget for the Jupiter River Estates non-ad valorem assessment.		
DEBT SERVICE FUND		
Ad Valorem Taxes-Current	(309)	
Interest Expense	309	
Transfer and amend FY2024 operating budget for debt service interest expense.		
COMMUNITY INVESTMENT PROGRAM		
Neighborhood Sidewalks		20,000
Town Hall Parking Lot PHII		121,009
New Town Hall - Professional Services		14,139
New Town Hall - Other Contractual Service		6,375
New Town Hall - Operating Supplies		167,853
New Town Hall - Building Improvements		416,732
New Town Hall - Improves Other Than Buildings	1,846,501	
New Town Hall - Machinery & Equipment		3
Neighborhood Improvements		74,813
Transfer from General Fund	(605,091)	
Transfer from Water Fund	(123,069)	
Transfer from Building Fund	(297,417)	
Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.		

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
Traffic Mgmt and Safety Improvements	400,000	
Transfer from General Fund	(400,000)	

Appropriate and transfer funds for additional crosswalk project funding. Approved by the Town Council on 7/16/2024 resolution 96-24.

Cinquez Park Station - Professional Services	862,140	
Cinquez Park Station - Building Improvements	781,010	
Piatt Place Station - Land	1,092,148	
Piatt Place Station -Professional Services	973,465	
Piatt Place Station -Building Improvements	781,010	
Transfer From - Surtax Fund	(4,489,773)	

To transfer and amend the FY2024 CIP budget to provide funding for the design and engineering cost of two fire stations and for the demolition and backfill of the underground parking facility at Piatt Place. Authorized by Town Council on 08/21/2024 by resolution 106-24.

Fed Grant-CDBG		(65,605)
Fed Grant-HUD-CDBG-N PennockLn		(62,118)
Fed Grant-HUD-CDBG-Eastview Pk	(127,723)	
Designed From Fund Balance	(65,605)	
Other Con Serv-CDBG-Admin Fees		2
Ot Impr-N Pennock Ln SW CDBG		62,118
M&E-Playground Equip CDBG-CV	127,723	
Aid-Roof Repl Program-CDBG	2	

Transfer and amend the FY2024 CIP budget for the use of CDBG-CV3 funding and the reduction of general revenues for Eastview Manor Park. Approved by Town Council 11/21/23 resolution 114-23.

Imp Oth Bld-Collector Rdwy Lgt		158,746
Bldg Imp-Public Works SB Ph II	158,746	

Transfer and appropriate CIP funds for the Public Works Storage Building Phase II.

Xfers from General Fund		(60,000)
Fund Balance - Escrows	(60,000)	

Transfer and amend Town Hall Green budget to recognize escrow funding.

WATER FUND

WATER PLANT

Repairs and Maintenance		80,644
Designated from Fund Balance		(80,644)

Transfer Plant R&M operating funds to amend the FY2024 CIP R&R budget to award a contract for MBA Blower Replacement. Approved by the Town Council on 04-16-2024 resolution 15-24.

Repairs and Maintenance		18,163
Furniture and Fixtures		20,000
Designated from Fund Balance		(38,163)

Transfer and amend FY2024 water operating funds for emergency repair of a force water main. Approved by Town Management June 17, 2024.

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
Wells R&M	19,461	
Contingency		19,461

Transfer and amend FY2024 water operating funds for emergency repair of a leak discovered at wellsite RO-7.

Repairs and Maintenance	60,211	
Contingency		60,211

Transfer and amend FY2024 water operating funds for emergency repair of a 24" raw water main.

Repairs & Maintenance		158,500
Designated from Fund Balance		(158,500)

Transfer and amend FY2024 water operating funds to the water R&R fund for contract award to replace the HVAC unit at the Nanofiltration Building. Approved by the Town Council on 2/06/2024 resolution 20-24

WATER FIELD

Repairs and Maintenance		7,116
Designated from Fund Balance		(7,116)

Transfer and amend FY2024 water operating funds to the water R&R fund for contract award for two flusing and monitoring stations. Approved by the Town Council on 05/21/2024

Repairs and Maintenance	118,297	
Designated from Fund Balance	(118,297)	

Amending FY2024 operating fund for the settlement agreement funds received regarding the Pine Gardens North project. Approved by Town Council on 03/19/2024 resolutions 33-24 and 34-24.

Other Contractual Service		80,000
OCS-Bldg Janitorial		20,000
Designated from Fund Balance		(100,000)

Transferring and amending the FY2024 operating funds to the water R&R fund for hydrant and valve maintenance cost.

Repairs & Maintenance	2,144	
Miscellaneous Revenue	(2,144)	

To amend and appropriate funds received for the scrap of obsolete metal.

WATER OTHER

Contingency		132,352
Designated from Fund Balance		(132,352)

Transfering and amending the FY2024 operating funds to the water R&R fund for the engineering and design for the emergency repair of a force water main. Town Manager approved 07/11/24. Approved by Town Council on 10/15/24

WATER R&R FUND

Transfer to Capital Improvement Fund	123,069	
Designated from Fund Balance	(123,069)	

Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
Designated from Fund Balance	(1,158,613)	
Wells-Floridan Aqui RO14/15/16	1,158,613	

To reallocate funding from water fund to water R&R fund for North Limestone Creek Wellfield Project. Approved by Town Council on 11-8-2023 resolution 83-23.

Water Plant - MBA Rehab RO Permeate	80,644	
Designated from Fund Balance	(80,644)	

Transfer Plant R&M operating funds to amend the FY2024 CIP R&R budget to award a contract for MBA Blower Replacement. Approved by the Town Council on 04-16-2024 resolution 15-24.

Transmission & Distribution - Jup Lakes/Wood Duck		13,188
Transmission & Distribution - Juno Bch Repump Station		21,291
Transmission & Distribution - Wtr Quality Sample	41,595	
Designated from Fund Balance	(7,116)	

Transfer and amend FY2024 water operating funds to the water R&R fund for contract award for two flushing and monitoring stations. Approved by the Town Council on 05/21/2024

Transmission & Distribution - Pine Gardens North Infr	534,244	
Designated from Fund Balance	(534,244)	

Amending for the settlement agreement funds received regarding the Pine Gardens North project. Approved by Town Council on 03/19/2024 resolutions 33-24 and 34-24.

Transmission & Distribution - Emergency Repair 24" FM	18,163	
Designated from Fund Balance	(18,163)	

Transfer and amend FY2024 water operating frunds for emergency repair of a force water main. Approved by Town Management June 17, 2024.

Transmission & Distribution - Emergency Repair 24" FM	132,352	
Designated from Fund Balance	(132,352)	

Transferring and amending the FY2024 operating funds to the water R&R fund for the engineering and design for the emergency repair of a force water main. Town Manager approved 07/11/24. Approved by Town Council on 10/15/24

Transmission & Distribution - Pennock Ind park Valv and Hyd	222,413	
Designated from Fund Balance	(222,413)	

Amendment for additional funds regarding the Pennock Industrical park and Bush Rd Infrastructure Improvements. Approved by Town Council on 08/20/2024 resolution 92-24

AMRR/Water Plant HVAC Repl	158,500	
Designated from Fund Balance	(158,500)	

Transfer and amend FY2024 water operating funds to the water R&R fund for contract award to replace the HVAC unit at the Nanofiltration Building. Approved by the Town Council on 2/06/2024 resolution 20-24

AMRR/Water Plant Valve and Hydrant Maint.	100,000	
Designated from Fund Balance	(100,000)	

Transfering and amending the FY2024 operating funds to the water R&R fund for hydrant and valve maintenance cost.

TOWN OF JUPITER
BUDGET TRANSFERS,
APPROPRIATING FUND BALANCE & RETAINED EARNINGS
October 1, 2023 - September 30, 2024

	Increase	Decrease
Designated from Fund Balanc	(605,639)	
Plant-MBA Rehab RO Permeate	605,639	

Transfer and appropriate Water R&R funds to award a contract for MBA Blower Replacement. Approved by the Town Council on 04-16-2024 resolution 15-24.

Designated from Fund Balance	20,000	
Plant-MBA Rehab RO Permeate	(20,000)	

Transfer and amend FY2024 water R&R funds for emergency repair of a force water main. Approved by Town Management June 17, 2024.

STORMWATER FUND

Xfers from Stormwater Fund	(210)	
Designated from Fund Balance		(210)

Amend the FY2024 operating budget for the Jupiter River Estates non-ad valorem assessment.

STORMWATER R&R FUND

Infrastructure - Seminole Ave SW Basin	517,349	
Infrastructure - Pine Gardens N	353,276	
Designated from Fund Balance	(870,625)	

Amending FY2024 operating fund for the settlement agreement funds received regarding the Pine Gardens North project. Approved by Town Council on 03/19/2024 resolutions 33-24 and 34-24.

Infrastructure - Cypress Dr Drainage	126,325	
Infr-Cypress Dr Drainage Impr		126,325

Transfer and amend the FY2024 Stormwater R&R budget for Cypress Drive Drainage Improvements. Approved by the Town Council on 10/17/23 resolution 22-23.

SW Asset Maintenance R&R		384,000
Infr-Stormwater System Rehab		353,565
Infr-Pennock Ind Pk Drain Impr	527,335	
Infr-Bush Rd Drainage Impr	210,230	

Amendment for additional funds regarding the Pennock Industrical park and Bush Rd Infrastructure Improvements. Approved by Town Council on 08/20/2024 resolution 92-24.

BUILDING FUND

Transfer to Capital Improvement Fund	297,417	
Designated from Fund Balance	(297,417)	

Appropriate and transfer additional funds for the Town Hall Green project funding. Approved by the Town Council on 7/16/2024 resolution 91-24.

TOWN OF JUPITER
Authorization of a Completion Agreement for Contract EPW 2023-16 Jupiter Community Park Improvements

DATE	November 19, 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 140-24, authorizing a Completion Agreement for Contract EPW 2023-16 Jupiter Community Park Improvements with American Design Engineering Construction, Inc.

EXECUTIVE SUMMARY

Town staff is providing Resolution 140-24 for Town Council's consideration for the authorization of a Completion Agreement for the Jupiter Community Park (JCP) Improvements project under EPW 2023-16. This Completion Agreement between the Town of Jupiter (Town), American Design Engineering Construction, Inc. (ADEC), and Frankenmuth Insurance Company (Surety) will allow the work under contract, EPW 2023-16 to resume after the project Contract was terminated in the Spring of this year.

ADEC was originally awarded Contract EPW 2023-16 with the Town on August 3, 2023, to perform the Jupiter Community Park Improvements. The project construction scope consists of but is not limited to maintenance of traffic, clearing and grubbing, grading, drainage improvements, concrete installation, concrete removal, restroom renovations, dugout removal/replacement, sod and sports turf installation, fence removal/replacement, drainage ditch grading, water fountain improvements, park amenity installation/removal, and softball/baseball field clay removal/installation. The award amount of the Original Contract was $3,294,070.00.

Due to unsatisfactory progress on the project, Contract EPW 2023-16 was terminated and therefore the Town demanded the Surety to remedy the issues on the project. The Town, ADEC, and the Surety have negotiated a Completion Agreement which allows ADEC to return to the project but requires that they hire a prime subcontractor to coordinate and oversee the work. Additionally, the Surety shall hire a consultant to assist ADEC with coordination of the work. The Completion Agreement also defines a Modified Baseline Schedule for correcting deficiencies in the work and project completion. See Attachment 2, the JCP Completion Agreement.

The Town Attorney's firm has reviewed the Completion Agreement, assisted in the composure of the document, and approves of the Completion Agreement.

ANALYSIS

Town staff has reviewed the Completion Agreement to ensure the document contains necessary terms and conditions to complete the project.

It should be noted that the funding allocated for the project at time of award will be utilized to complete the remaining work.

In the event the Town Council approves Resolution 140-24, for authorization of a Completion Agreement between the Town of Jupiter, ADEC, and Frankenmuth Insurance Company to complete the Jupiter Community Park Improvements project, the Mayor will be authorized to execute the agreement on behalf of the Town Council.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces
- Fiscal Responsibility

ATTACHMENTS

1. Resolution 140-24
2. JCP Completion Agreement

FUNDING SOURCE

Approved in Budget	$2,733,074.10	Sources: Jupiter Community Park Renovations - 31032572-563000 (R2100)
Additional Funding Requested	$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.

RESOLUTION NO. 140-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR AUTHORIZATION OF A COMPLETION AGREEMENT FOR CONTRACT EPW 2023-16 JUPITER COMMUNITY PARK IMPROVEMENTS AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON ITS BEHALF.

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues 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 had a previous Contract, EPW 2023-16, for the Jupiter Community Park Improvements with American Design Engineering and Construction, Inc.; and

WHEREAS, the scope of work for the project consists of but is not limited to maintenance of traffic, clearing and grubbing, grading, drainage improvements, concrete installation, concrete removal, restroom renovations, dugout removal/replacement, sod and sports turf installation, fence removal/replacement, drainage ditch grading, water fountain improvements, park amenity installation/removal, softball/baseball field clay removal/installation; and

WHEREAS, due to unsatisfactory performance, the Town issued a termination letter to American Design Engineering and Construction, Inc. in March, 2024 and demanded the Surety, Frankenmuth Insurance Company, remedy the issues on the project; and

WHEREAS, The Town, ADEC, and the Surety have negotiated a Completion Agreement which allows ADEC to return to the project; and

WHEREAS, the Town Council has determined that it should enter into the Completion Agreement to allow for the completion of the Jupiter Community Park Improvements in accordance with Contract EPW 2023-16.

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 Completion Agreement.

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

AGREEMENT REGARDING PROJECT COMPLETION

This Agreement is executed and entered into this ___ day of_____, 2024 by and between the Town of Jupiter ("Owner"), American Design Engineering Construction, Inc. ("Contractor"), and Frankenmuth Insurance Company ("Surety"), collectively referred to herein as "the Parties."

WITNESSETH

WHEREAS, Contractor entered into a contract with the Owner dated August 3, 2023 (the "Original Contract"), to perform work on the Project referred to as Jupiter Community Park Improvements, Palm Beach County (the "Project") as more fully set forth in the Original Contract. The award amount of the Original Contract was $3,294,070.00;

WHEREAS, pursuant to the requirements of Section 255.05, Florida Statutes, the Contractor was required, as a condition precedent to commencing work under the Original Contract, to obtain payment and performance bonds;

WHEREAS, Contractor requested said bonds from Surety, and Surety issued a Statutory Payment Bond (the "Payment Bond") and a Statutory Performance Bond (the "Performance Bond") in the penal sum of $3,294,070.00 (the "Penal Sum"), both identified by Bond No. SUR 0007487 (the Payment Bond and the Performance Bond are collectively referred to as the "Bonds");

WHEREAS, certain work has not been completed, disputes have arisen between Contractor and Owner, and the Owner issued a letter dated March 29, 2024, entitled Notice of Default, Termination of Contract, and Demand for Surety Performance (the "Termination Letter"), defaulting Contractor and terminating the Contract; and

WHEREAS, the Owner claims it is owed liquidated damages under the Contract, and attorneys' fees, costs and damages resulting from the Contractor's default and failure to meet the Project's schedule requirements ("Owner Damages"), and Contractor and Surety reserve all defenses to the Owner Damages claim;

WHEREAS, in an effort to mitigate costs and move the Project forward, without any admission of liability, the Parties have agreed that Contractor will return to the Project to complete the work remaining under the Contract and correct deficient and/or non-conforming work, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein, the Parties hereby agree to the following:

1. The recitals set forth above are true and correct and are incorporated herein by reference. This entire Agreement is subject to the approval of the Town Council, who shall review and consider this Agreement. If this Agreement is not approved by the Town Council, this Agreement shall be null and void and the terms of this Agreement and the discussions or actions by the Parties shall not be construed as a waiver of any claim or defense, by any party, in litigation or otherwise and shall not be admissible in any proceeding between any party. If approved by the Town Council, the effective date of this Agreement is one (1) business day after the Town Council approves the Agreement ("Effective Date").

2. The Contractor shall execute and return the Supplemental Agreements One and Two, dated January 23, 2024 and February 2, 2024 respectively to the Town within ten days after the Effective Date (the Original Contract as amended by the Contract Supplemental Agreement is referred to as the "Amended Contract")(Original Contract as amended in the Amended Contract herein referred to as the "Contract").

3. The Original Contract sum was $3,294,070.00 and has not been amended by change orders, except Supplemental Agreement dated February 2, 2024 proposed a minor reduction in the Contract Sum. To date, the Owner has paid Contractor the sum of $560,995.90, leaving a remaining Contract balance of $2,733,074.10 (the "Remaining Contract Balance"). The Parties agree that Owner shall not be responsible for any payments beyond the Remaining Contract Balance, subject to any Change Orders executed by the Parties after the Effective Date of this Agreement, Construction Change Directives issued by Owner after the Effective Date of this Agreement, or offsets available to Owner pursuant to the terms of the Contract, except as otherwise provided herein.

4. Contractor's application for payment No. 4 ("Pay App 4"), for the period through March 5, 2024, for construction-related labor, service(s), and/or material(s) furnished to the Project, was previously submitted to Owner. A copy of Pay App 4 is attached hereto as Exhibit "A." The Owner disputes that Contractor is entitled to the full amount listed on Pay App 4, and asserts the quantities submitted by Contractor were inaccurate.

5. Surety has asserted its priority right in and to the Remaining Contract Balance pursuant to its rights of legal and equitable subrogation and its indemnity agreement with Contractor and others, and that the Remaining Contract Balance is its security against loss under the Bonds. In recognition of the Surety's rights in and to the Remaining Contract Balance, Owner and Contractor agree the Remaining Contract Balance shall be paid by Owner directly to Surety based upon the percentage of work completed and in accordance with the Contract, less Retainage in the amount of 5% of each payment. After submission of a corrected pay application with the proper quantities, the Owner agrees that within the

specified timeframe listed in the Contract terms, it will pay to Surety the sum of the corrected pay application in the amount of $629,422.41, which reflects 5% retainage being withheld[1], without offset for any claims the Owner may allege, of the Remaining Contract Balance invoiced by Contractor in a corrected Application for Payment 4. If Contractor disputes the Owner's calculation of $629,422.41, within 30 calendar days of the Effective Date ("Dispute Period") Contractor shall provide written notice to Owner of the dispute and demonstrate to Owner where the additional quantities in Pay App 4 came from. If Contractor fails to timely notify Owner or fails to provide sufficient evidence of the additional quantities reflected in the disputed Pay App 4, the Contractor accepts the amount of $629,422.41 and the quantities calculated by Owner. All Remaining Contract Balance payments to the Surety will be delivered to the Surety by EFT to:

Bank:
Bank Address:
ABA Routing #:
Acct#: To be provided separately for security reasons
Name on Account: Frankenmuth Insurance Company
Reference: Bond No. SUR 0007487

Payment of Pay Application 4 does not relieve the Contractor of its obligations under the Contract to correct unacceptable work performed by the Contractor under the Project. The Owner reserves the right to withhold amounts for the Owner Reserved Claims set forth below from future payment applications if and only if retainage previously withheld from prior payment applications and withheld from the current payment application does not equal the amount of the Owner Reserved Claims set forth below. Surety and Contractor reserve all defenses to any offset for any or all of the Owner Reserved Claims.

6. The Owner reserves all claims against Surety and Contractor including, but not limited to, claims for Owner Damages (collectively the "Owner Reserved Claims") including:

a. Liquidated damages - $474.00/Day x 48 Days = $22,752.00
b. Mitigation of damaged trees on the east side of the Park - Plant 144 trees in accordance with the Town Code requirements or contribute $64,800.00 to the Town's Tree Fund.
c. Cost of tree assessment to review the damaged trees - $1,125.00.
d. Cost of electrical repairs due to damage to the electrical conduit and wiring in the softball area - $6,615.54.
e. Damaged irrigation box and piping - $508.03 (Outstanding Supplemental Agreement dated February 2, 2024).

[1] The calculation of $629,422.41 includes 5% retainage. The amount prior to retainage is $662,549.91.

f. Credit due to the Owner for not providing a galvanized dugout structures in Phase I of the Project accordance with the Contract - Costs TBD.
g. Damage to shade structure - Costs TBD
h. Damage to building - Costs TBD
i. Consultant project management beyond the timeframe originally allotted - $40,697.40

Contractor and Surety reserve all defenses to the Owner's Reserved Claims. Contractor and Owner agree to place Contractor's CGL carrier on notice of Owner Reserved Claims that may be covered by such CGL policy. Contractor and Surety reserve all defenses, including but not limited to defenses that certain damages are not covered by or within the terms of the Bonds.

7. Owner agrees to withdraw, without prejudice, the Termination Letter and to allow Contractor to complete the Project pursuant to the terms of the Contract, but under the following conditions:

a. At no additional cost to Owner, Contractor shall mobilize on the Project and begin work in the field on December 9, 2024 and shall reach substantial completion of the work set forth in the Contract no later than August 31, 2025, subject to entitlement to any time extensions pursuant to the Contract. The period of performance for the Contract shall be hereby amended to 266 calendar days. Contractor shall timely complete, or cause to be complete, all of the remaining work pursuant to the terms of the Contract, with time being of the essence. Contractor shall correct, or cause to be corrected, all defective or non-conforming work. The Owner shall not obligated to pay for remediation of defective or non-conforming work which the Owner has previously paid.

b. Contractor agrees to perform work in the various phase locations as listed below without interruption to the Owner's maintenance and recreational programs for the public as shown below. In the event the Contractor fails to meet the phase deadlines and Modified Baseline Schedule listed below, the Contractor agrees that it is subject to the penalties for failing to meet the Baseline Schedule for each phase as outlined in the Contract. Should the Contractor encounter unforeseeable conditions and the Owner be forced to provide a Contract Time Extension due to weather or other unanticipated conditions, the Contractor shall ensure their construction operations are tailored to ensure the Town can operate/utilize the current phase of the park in accordance with the Modified Baseline Schedule. Despite any time extensions for a prior phase for weather or

other unanticipated conditions, future phases must begin as listed in the Modified Baseline Schedule.

Modified Baseline Schedule:

- Phase I - Softball - December 9, 2024 to January 31, 2025 – excluding repairs and replacement of dug outs, which can commence no later than on May 1, 2025 and shall be completed no later than by August 31, 2025 ("Dug Out Work")[2] During Phase I, Contractor agrees to complete fence work, as well as the regrading of the canal and outside of the fence, at no additional cost to the Owner.
- Phase II - MP Fields - February 1, 2025 to April 30, 2025
- Phase III/IV - Baseball/Tennis, Basketball/Volleyball/Pickleball - May 1, 2025 to August 31, 2025

c. Within twenty (21) days of the Effective Date, at no additional cost to the Owner, the Contractor shall employ the Engineer of Record for the Dugouts' design to review the construction performed by the Contractor on the Phase I Dugouts. The Engineer of Record shall review the work in place for the Dugouts for Phase I and determine whether the work performed is acceptable in accordance with the Florida Building Code, standard engineering practices, and Contract requirements or if the work requires remediation, including but not limited to repair or complete removal and replacement of the dugouts. The Owner agrees to provide all records available to assist the Engineer of Record in their review of the work. The Engineer of Record shall provide a signed and sealed report with their determination of whether the work for the Dugouts is acceptable in accordance with the Florida Building Code, standard engineering practices, and the Contract requirements. If the work for the Phase I Dugouts is found to be defective and non-conforming to the Florida Building Code, standard engineering practices, or the Contract, the signed and sealed report from the Engineer of Record shall detail necessary steps to cure any unacceptable conditions. The submission of the Engineer of Record's report shall not waive the Owner's right to reject work in accordance with the Contract and the Owner agrees that it will not unreasonably reject the results of Engineer of Record's report. Regardless of the Engineer of Record's findings, the Contractor shall at a minimum, fully replace from the manufacturer, columns for Dugouts where the column base plates were cut/modified without the Owner's approval, at no additional cost to the Owner. In the event the Engineer of Record's report requires remediation, the Contractor shall take all the necessary steps to cure unacceptable conditions at no additional cost to the Owner.

[2] Contractor represents that the Dug Out Work may require the delivery of materials that have lead times of 12 to 18 weeks. Contractor agrees to complete one (1) field at a time when performing the Dug Out Work.

d. At no additional cost to Owner, Contractor shall enter into a subcontract (the "Prime Subcontract") with a Prime Subcontractor, Mejia International Group Corporation ("Mejia"), who will provide a Florida statutory payment bond and a performance bond each in the amount of the Prime Subcontract, with a surety qualified to issue bonds to public entities in the State of Florida, naming Owner and Surety as additional obligees, to perform all of the work set forth in Mejia's Proposal dated June 12, 2024, attached as Exhibit "B," with the Principal, or Mejia, continuing to oversee the remaining work of subcontractors ARC, Superior Fence and Briggs, and assisting with hauling activities, procurement of certain materials and paperwork/clerical tasks. The fact that Contractor entered into the Prime Subcontract with Mejia shall not be deemed a violation by Contractor of the Contract.

e. Contractor shall focus initially on remediating the rejected or unaccepted conditions in Phase I of the Project in accordance with the dates set forth in the Modified Baseline Schedule. After the Contractor has remediated the work in Phase I, the Contractor will then move to Phase 2 of the Project, and will commence Phase 3 in accordance with the Modified Baseline Schedule. For purposes of this paragraph, the rejected conditions in Phase I of the project are: dugout structures, canal grading, fencing at various locations, and grading at various locations around the fields. However, the Dug Out Work can commence no later than on May 1, 2025, but shall be completed no later than by August 31, 2025.

f. At no additional cost to Owner, the Surety shall provide the services of Forcon International ("Forcon") to assist Contractor with coordination of subcontractors, communications with Owner, schedule preparation and adherence, and submission of other Contract documents, including submittals, payment applications and change orders (the "Consulting Services"). Owner and Contractor understand and agree that Forcon is a consultant for Surety and is not acting or agreeing to act as a contractor or as a representative of Contractor or Owner on the Project. Owner and Contractor further understand and agree that neither Forcon nor Surety are assuming any obligations to Owner or Contractor, and that Forcon and Surety shall have no liability whatsoever to Owner or Contractor arising out of or related the Consulting Services.

g. In addition to the insurance requirements set forth in the Contract, the Contractor, Prime Subcontractor and any other subcontractor(s) shall name the Surety and Forcon as additional insureds with respect to Commercial General Liability and Automobile Liability at the limits set forth in the Contract, and the Contractor shall bear the costs of such insurance requirements.

h. Contractor understands and agrees that any acts or omissions of Contractor that qualify as a default under the Contract, will result in the Owner

defaulting the Contractor and terminating the Contract for cause pursuant to the terms of the Contract. Contractor and Surety understand and agree that in the event Owner subsequently defaults the Contractor and terminates the Contract for cause pursuant to the terms of the Contract, then Owner is entitled to rely on the reasons for termination set forth in the Termination Letter, any prior cure notice letter sent to Contractor, as well as any additional reasons that may arise after the Effective Date of this Agreement. Contractor and Surety reserve all defenses to any claim or default by Owner.

i. The claims for Owner Damages and Owner Reserved Claims, claims for correction of defective and/or non-conforming work, claims for warranty work as well as any claims resulting from Contractor's failure to achieve substantial or final completion within the timeframes established in the Contract are expressly reserved by Owner ("Completion Claims"). Moreover, notwithstanding anything to the contrary in this Agreement, Owner is not waiving unknown claims or claims that may arise after the Effective Date of this Agreement ("Unknown Claims"). Contractor and Surety reserve all defenses to Owner Damages, Owner Reserved Claims and Unknown Claims.

8. The Parties agree that all terms and conditions of the Contract apply except for those expressly changed by this Agreement.

9. The Parties stipulate that the Remaining Contract Balance set forth above is accurate and agreed to by the Parties.

10. In the event of any alleged failure of Contractor to perform the remaining work under the Contract in accordance with the Contract (as modified by this Agreement) or within the time set forth in this Agreement, Owner shall provide Contractor and Surety with written notice of the Contractor's default citing the basis for the default and a reasonable opportunity for Surety to "promptly" proceed with option 5 (a) or 5 (b) under the Performance Bond. Contractor and Surety agree that Contractor is responsible for any acts or omissions of Mejia.

11. Nothing herein shall expand or increase Surety's obligations, if any, beyond the terms of the Bonds, or deprive Surety of any rights, priorities, and defenses under the Bonds or applicable law. Owner agrees that the liability of the Surety under the Bonds is limited to the Penal Sum.

12. With the exception of the Owner Reserved Claims and any Unknown Future Claims, the Contractor's satisfactory and timely completion of the remaining work under the Contract as modified by this Agreement and Owner's acceptance thereof shall satisfy and discharge all of the obligations of the Surety (excepting the Owner Reserved Claims and any Unknown Future Claims) to Owner under the Original Contract, the Amended Contract, this Agreement and under the Bonds. The Payment Bond shall remain in place as to any valid

third-party claimants who assert Payment Bond claims in accordance with Section 255.05, Florida Statutes. Contractor and Surety reserve all defenses to any such claim under the Payment Bond, any Owner Reserved Claims and any Unknown Claims. Owner reserves all claims against Contractor and Surety including Owner Reserved Claims and any Unknown Claims notwithstanding Contractor's satisfactory and timely completion of the remaining work.

13. The Parties do not intend, by any provision of this Agreement, to create any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under it or otherwise upon anyone other than the parties, nor to extend or increase the rights of any claimant under the Bonds.

14. Notices:

a. All notices to the Owner shall be delivered to the Owner by email at the following addresses: Thomas Hernandez, P.E., Director of Engineering and Public Works, William A Grieve, P.E., Senior Engineer, Town of Jupiter, email at thomash@jupiter.fl.us; billg@jupiter.fl.us with copy to: Michael J. Gore and Thomas Baird, 505 S. Flagler Drive, Ste. 1100, West Palm Beach, Florida 33405, email: mgore@jonesfoster.com; tbaird@jonesfoster.com.

b. All notices to Surety shall be delivered to the Surety by email at the following addresses:

Susanna Pegoraro
Frankenmuth Insurance Company
701 US-1, Suite 1
Yarmouth, ME 04096
susanna.pegoraro@fmins.com

With a copy to:

Ali Adams
Paskert Divers Thompson
100 North Tampa Street, Suite 3700
Tampa, Florida 33602
aadams@pdtlegal.com

c. All notices to Contractor shall be delivered to the Surety by email at the following addresses:

Ryan Weiss

Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss
505 South Flagler Drive, Suite 600
West Palm Beach, Florida, 33401
rweiss@mrachek-law.com
dthomas@mrachek-law.com
hbranstrom@mrachek-law.com

15. This Agreement may be executed by facsimile or electronically and in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. This Agreement along with the Contract constitutes the entire Agreement and understanding of the Parties hereto relating to the Project, and shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the Project. Each of the Parties acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises, or agreements, orally or otherwise, unless such representations, inducements, promises, or agreements are embodied in this Agreement. However, nothing in this Agreement shall release, waive or modify previous agreements between Surety and Contractor, including the General Agreement of Indemnity executed by Contractor and others on or about August 3, 2023 and any other indemnity agreement executed by Contractor in favor of Surety, nor will it waive or modify previous agreements between Owner and Contractor relating to other construction projects.

17. The Parties, together with their respective attorneys if any, participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any Party on the basis that any such Party did or did not participate in the drafting of this Agreement.

18. Each Party hereto expressly warrants that it has the necessary authority to execute this Agreement and that each signatory hereto has authority to execute this Agreement on behalf of the respective named Party. Owner expressly warrants and represents that it has obtained all necessary approvals of this Agreement.

19. This Agreement and the respective rights and obligations of the Parties shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

ATTEST

By:_____
Laura E. Cahill, Town Clerk

(TOWN SEAL)

THE TOWN OF JUPITER

By:_____
Jim Kuretski, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

_____
Printed Name

_____
Title

Attested By: _____
Signature

_____
Printed Name

_____
Title

(SURETY)

By: _____
Signature

_____
Printed Name

_____
Title

Attested By: _____
Signature

_____
Printed Name

_____
Title

TOWN OF JUPITER
Approving a Purchase Order to Wesco Turf, Inc. for FY2025 Parks Maintenance Toro Reel-master 5510-D, in the amount of $84,181.50

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Craig Westover, Superintendent of Parks
SUBJECT	Approving a Purchase Order to Wesco Turf, Inc. for FY2025 Parks Maintenance Toro Reel-master 5510-D, in the amount of $84,181.50

EXECUTIVE SUMMARY

Staff requests approval of a purchase order (PO) to Wesco Turf, Inc. in the amount of $84,181.50 for the purchase of a Toro Reel master 5510-D. The Toro Reel master will be used to cut and maintain the Bermuda turf at a height of three quarters (¾) of an inch. This equipment will replace an existing Reel-master that has reached its life expectancy and will be sent to auction once the new equipment is received. Funds for the purchase of this replacement equipment were approved by the Town Council in the FY2025 Parks Maintenance Operating Budget on September 19, 2024.

ANALYSIS

Pricing is in accordance with the 2021 State of Florida, Department of Management Services Term Contract No. 25101900-21-STC with Wesco Turf, Inc. for the Purchase of Agriculture and Lawn Equipment, which includes a 21.8% discount on MSRP pricing. The initial contract duration was for three (3) years, expiring on December 31, 2023. The contract was subsequently renewed for a period of three (3) years pursuant to the same terms and conditions of the initial contract and any executed written amendments, with a new contract expiration date of December 31, 2026. The MSRP price for the equipment totals $107,649.00. Purchasing through this contract allows for the lowest possible selling price with a discount of $23,467.50. Town Staff therefore requests approval of a purchase order in the amount of $84,181.50.

STRATEGIC PRIORITY

● Green, Blue & Open Spaces

ATTACHMENTS

1. Wesco Turf Inc. Quotation- Toro Reel-master 5510-D
2. State of Florida Contract- Agriculture and Lawn Equipment
3. State of Florida Contract Amendment No. 1
4. State of Florida Contract Amendment No. 2
5. Wesco Turf Inc. Product Price List

FUNDING SOURCE

Approved in Budget	$84,181.50	Sources: Parks Operating Budget
Additional Funding Requested	$ N/A	Sources:

For more information or copies of the attachments, please contact Craig Westover at craigw@jupiter.fl.us or 561-741-2316.

Craig Westover
Parks Superintendent
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Dear Craig Westover,

Thank you for your interest in Hector Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Jason Dupree
Territory Manager - SFG
(561) 718-4120, jason.dupree@hectorturf.com

1. Quote Breakdown
code to account 00132572-564000
Florida Department of Management Services
Agriculture and Lawn Equipment Contract

1301 NW 3rd Street, Deerfield Beach FL 33442

Q-26123
Date: September 13, 2024
Expires: October 13, 2024

Prepared For:	Bill To:	Ship To:
Craig Westover Parks Superintendent Town of Jupiter 210 Military Trail Jupiter, FL 33458	TOWN OF JUPITER 210 MILITARY TRAIL JUPITER, FL 33458	TOWN OF JUPITER 3131 WASHINGTON STREET JUPITER, FL 33458

State Contract Number: 25101900-21-STC

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	03954	Toro Reelmaster 5510-D	$81,577.00	$63,793.21	$63,793.21
	5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries	$4,867.00	$3,805.99	$19,029.95
	1	03405	7 in Weight for CUs w/o Attachments Set of 5	$778.00	$608.40	$608.40
	1	30669	White Universal Sunshade	$959.00	$749.94	$749.94
			Total	$107,649.00		**$84,181.50**

Terms:	Net 30
Equipment Total	$84,181.50
Sales Tax	$0.00
Totals:	$84,181.50

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Hector Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Hector Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to jason.dupree@hectorturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Hector Turf for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Jason Dupree

Territory Manager - SFG
(561) 718-4120, jason.dupree@hectorturf.com

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Wesco Turf, Inc.** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

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

III. Contract.

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

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

a) Attachment 2, Scope of Work
b) Attachment 7, Contractor's Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
c) Attachment 8, Contractor's Submitted MSRP List
d) Attachment 5, Preferred Pricing Affidavit
e) Attachment 6, Contractor's Submitted Price Sheet
f) Attachment 1, Special Contract Conditions
g) Attachment 3, Price Quote Form
h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:
Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:
Frank Pittman
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232
Telephone: (941) 487-6834
Email: Frank.Pitman@wescoturf.com

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

Wesco Turf, Inc.	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Frank Pitman 2B979F0D002204F9...	DocuSigned by: Tami Fillyaw 991459A211104A3...
[Name] Frank Pitman	**Tami Fillyaw, Chief of Staff**
1/12/2021 | 3:50 PM PST	1/15/2021 | 10:11 AM EST
Date:	**Date:**

ATTACHMENT 1

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE. 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY. 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM. 17

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

SECTION 1. DEFINITION.

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

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

SECTION 2. CONTRACT TERM AND TERMINATION.

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

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

2.3 Suspension of Work and Termination.

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

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

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

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

SECTION 3. PAYMENT AND FEES.

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

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONTRACT MANAGEMENT.

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

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

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

Department's Contract Manager Name

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

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

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

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

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

4.5 Diversity.

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

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

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

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

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

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

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

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

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

5.3 Department of State Registration.

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

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

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

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

SECTION 6. MISCELLANEOUS.

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

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

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

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

6.4 Inspection and Acceptance of Commodities.

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

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

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

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

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

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

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

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

SECTION 7. LIABILITY AND INSURANCE.

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

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

7.3 Florida Authorized Insurers.

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

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

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

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

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

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

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

8.4 Intellectual Property.

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

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

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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

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

10.3 Communications.

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

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

SECTION 11. CONTRACT MONITORING.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

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

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

11.3 Performance Delay.

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

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

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

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

SECTION 12. CONTRACT AUDITS.

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

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

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

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

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

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

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

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

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 2
Scope of Work

1. Purpose

To provide Customers with Agriculture and Lawn Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

Accessory(ies) – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's Base Agriculture and Lawn Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity(ies) – As defined in section 287.012 F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Agriculture and Lawn Equipment".

Commodity Code – The State's numeric code for classifying Commodities which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities.

Contract – The written agreement between the Department and the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of the ITB.

Customer – A state agency or eligible user.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Commodities of the Manufacturer that are responsive to the Contract. Dealers may be Contractor-owned and -controlled (in whole or in part), or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

Implement(s) – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications,

terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Agriculture and Lawn Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities without the benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessory(ies) or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current and revised MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data'sTM Carbook Pro Fleet Edition.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Options – Options requested by the Customer specifically for the Agriculture and Lawn Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Parts – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Sub-Group – A specific series of Commodities within a Group which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

State – The State of Florida.

3. Scope of Work

3.1 Commodity Specifications and Standards

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contactor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The

Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.2 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.3 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.4 Warranty

The Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the Customer's acceptance, as specified in the 'Acceptance' section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such

reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components;
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Commodities Title and Registration

Agriculture and Lawn Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the

Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
  a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
  b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.8 Transportation and Delivery

Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. As soon as Commodities are back in stock, the Commodities must be delivered within 14 Calendar Days to the Customer. For any delivery not made within the 180 and 14 Calendar Days' timeframes, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Customer's place of business or designated location. Delivery does not constitute the Customer's acceptance. The Contractor shall give the Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as stipulated by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three road miles or less, the self-propelled, street-legal Commodity may be driven to the

delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled, operator-occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or a $3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's window sticker(s), if applicable;
6. Manufacturer's 'certificate of origin', if applicable;
7. Manufacturer's 'operator manual', and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's standard warranty certifications;
9. Sales tax exemption form, if applicable;
10. Temporary tag and twenty (20) day extension tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.9 Price Quote Form

For all Customer orders, the Contractor shall complete and submit a Price Quote Form (PQF) (Attachment 3) to the Customer for the requested Commodities. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.10 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Acknowledgement of Order Form (Attachment 4) within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within 14 calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. **Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination**.

3.11 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.12 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.13 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.14 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

3.15 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its

Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

3.16 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.17 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.18 MFMP Transaction Fee Report

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

3.19 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

3.20 Diversity Report

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

3.21 Ad Hoc Reports

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

3.22 Business Review Meetings

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

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

3.23 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late/not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	$25 per order

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.24 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the price sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Sub-Group (for Groups that include Sub-Groups), Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope

of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised price sheet, as described in the 'Price Sheet and Price Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.25 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include the following Commodities (i.e. Base Equipment and OEM Options, Parts, Accessories) for each Brand/Manufacturer and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Sub-Group (or Group, for Groups that do not include Sub-Groups). Each tab shall include, at minimum, the following information for each Commodity offered under that Sub-Group (or Group, for Groups that do not include Sub-Groups):

- Manufacturer/Brand Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment and OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Brand/Manufacturer's website;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type, as submitted in the Bid); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Brand/ Manufacturer Name for which the Contractor received an award and fall within the scope of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet.

Revised price sheets, regardless of whether the Contractor is adding products or updating the MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the 'MSRP List and Product Adjustments' section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.26 E-Verify

The following replaces section 13.2 of Attachment 1:

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

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

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO. 1
Contract No.: 25101900-21-STC
Contract Name: Agriculture and Lawn Equipment

This Contract Amendment to Contract No. 25101900-21-STC ("Contract") is made by and between the State of Florida, Department of Management Services ("Department") and Wesco Turf, Inc. ("Contractor"), with its principal place of business located at 2101 Cantu Court, Sarasota, FL 34232, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 25101900-21-STC on January 19, 2021, for the provision of Agriculture and Lawn Equipment; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9, Modification and Severability, of Attachment 1, Special Contract Conditions.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract shall be amended as follows:

a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."

b. "Net Price" as defined in Section 2, Definitions, of Attachment 2, Scope of Work, is hereby deleted in its entirety and replaced with the following:

Net Price - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer). The amount of the charge or fee extended to the Customer shall not exceed the

difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

c. The contract is amended to replace Section 3.24, MSRP List and Product Adjustments, of Attachment 2, Scope of Work, in its entirety:

3.24 MSRP List and MSRP List Adjustments
The Contractor shall submit a complete MSRP List for each Manufacturer/Brand Name and Group or Sub-Group for which the Contractor received an award that includes all Base Equipment-and OEM Options offered, and that may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group or Sub-Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in Section 3.25, Product Sheet and Product Sheet Adjustments, as well as a list of all changes made from the previously submitted version of the MSRP List. Commodities added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group or Sub-Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

d. The Contract is amended to replace Section 3.25, Price Sheet and Price Adjustments, of Attachment 2, Scope of Work, in its entirety:

3.25 Product Sheet and Product Sheet Adjustments
The Contractor shall submit a complete Product Sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group or Sub-Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The Product Sheet is subject to the Department's approval. The Product Sheet shall be provided in Excel format and include a separate tab for each Group and Sub-Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description; and
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the Product Sheet at any time during the life of the Contract by submitting a complete and revised Product Sheet. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group or Sub-Group for which the Contractor received an award. The Contractor may delete products from the Product Sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised Product Sheet, and shall include a revised MSRP List, as described in Section 3.24, MSRP List and MSRP List Adjustments, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

e. Attachment 6, Contractor's Submitted Price Sheet, is hereby deleted and replaced in its entirety with the attached Exhibit A, Product Sheet. Exhibit A, Product Sheet, shall replace and retain the priority of Attachment 6, Price Sheet, in Section III of the Contract.

f. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.
In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

g. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby added with the following terms:

12.3 Inspection of Records, Papers, and Documents.

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

II. Conflict. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
5E91A9D389EB47C...

Name: Pedro Allende

Title: Secretary

Date: 10/19/2022 | 9:28 AM EDT

Contractor:
Wesco Turf, Inc.

DocuSigned by:
By: Frank Pitman
2B678F0D00264F3...

Name: Frank Pitman

Title: Director of Sales

Date: 10/3/2022 | 10:51 AM PDT

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO. 2
Contract No.: 25101900-21-STC
Contract Name: Agriculture and Lawn Equipment

This Contract Amendment to Contract No. 25101900-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Wesco Turf, Inc. ("Contractor"), with its principal place of business located at 2101 Cantu Ct., Sarasota, FL 34232, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on January 15, 2021 for the provision of Agriculture and Lawn Equipment;

WHEREAS the Parties agree to renew the Contract as provided for in Attachment 1, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment 1, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Attachment 9, Additional Special Contract Conditions, is hereby added and attached, which is incorporated into the Contract by reference herein.

II. Contract Renewal. The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of December 31, 2026.

III. The Contract is hereby amended to modify Section III, Contract, as follows:

> **Contract.** As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:
>
> a) Attachment 2, Scope of Work
> b) Attachment 7, Contractor's Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
> c) Attachment 8, Contractor's Submitted MSRP List
> d) Attachment 5, Preferred Pricing Affidavit
> e) Attachment 6, Contractor's Submitted Price Sheet
> f) Attachment 9, Additional Special Contract Conditions

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO. 2
Contract No.: 25101900-21-STC
Contract Name: Agriculture and Lawn Equipment

g) Attachment 1, Special Contract Conditions
h) Attachment 3, Price Quote Form
i) Attachment 4, Acknowledgement of Order

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

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

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB61235514E1...

Name: Tom Berger
Title: Deputy Secretary of Business Operations
Date: 9/27/2023 | 12:35 PM EDT

Contractor:
Wesco Turf, Inc.

DocuSigned by:
By: Frank Pitman
2B878F0D00204F3...

Name: Frank Pitman
Title: Contract Administrator

Date: 9/27/2023 | 8:33 AM PDT

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ATTACHMENT 9
ADDITIONAL SPECIAL CONTRACT CONDITIONS

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

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

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

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

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

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

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

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

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

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

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

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

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

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

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

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

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

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

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

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b)

programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

(3.) State Agriculture and Lawn Equipment Contract
Price Product List

25101900-21-STC Agriculture and Lawn Equipment

Wesco Turf, Inc.

Group 17 Sub Group B

Toro	Base Equipment	03170	Reelmaster 3100-D	21.8%
Toro	Base Equipment	03171	Reelmaster 3100-D Sidewinder	21.8%
Toro	OEM Option	03172	RM 3100 27" Lift Arm Kit	21.8%
Toro	OEM Option	03173	RM 3100 32" Lift Arm Kit	21.8%
Toro	Base Equipment	03174	Reelmaster 3105-D	21.8%
Toro	OEM Option	03185	RM 3100 27" Basket Kit	21.8%
Toro	OEM Option	03188	RM 3100 27" 5-Blade (RR) ES	21.8%
Toro	OEM Option	03189	RM 3100 27" 8-Blade (RR) ES	21.8%
Toro	OEM Option	03190	RM 3100 27" 11-Blade (FSR) ES	21.8%
Toro	OEM Option	03191	RM 3100 32" 8-Blade (RR) ES	21.8%
Toro	OEM Option	03192	RM 3100 27" 8-Blade (FSR) ES	21.8%
Toro	OEM Option	03203	RM 3100 27" Verticutter	21.8%
Toro	OEM Option	03240	RM 3100 Universal Groomer	21.8%
Toro	OEM Option	03242	RM 3100 27" Universal Rear	21.8%
Toro	OEM Option	03243	27" Rear Roller Brush Only Kit	21.8%
Toro	OEM Option	03244	RM 3100 End Weight Kit	21.8%
Toro	OEM Option	03246	32" Rear Roller Brush Only Kit	21.8%
Toro	OEM Option	03405	7"Weight for CUs w/o Attchmnts	21.8%
Toro	OEM Option	03406	Powered Rear Roller Brush	21.8%
Toro	OEM Option	03408	Powered Rear Roller Brush	21.8%
Toro	OEM Option	03411	5"Weight for CUs w/o Attchmnts	21.8%
Toro	OEM Option	03412	5-inch Weight for CUs	21.8%
Toro	OEM Option	03413	5"Weight for CUs w/ Attchmnts	21.8%
Toro	OEM Option	03415	Flexible Grass Basket (22 in)	21.8%
Toro	OEM Option	03416	Compact Flexible Grass Basket (22 in)	21.8%
Toro	OEM Option	03417	5IN UNIVERSAL (ONLY) WEIGHT KIT	21.8%
Toro	OEM Option	03418	UNIVERSAL ONLY WEIGHT KIT	21.8%
Toro	OEM Option	03419	UNIVERSAL WITH RRB WEIGHT KIT	21.8%
Toro	OEM Option	03484	Weight for Cutting Unit with No Attachments	21.8%
Toro	OEM Option	03485	18" 8-Blade (RR) DPA CU (3550-D) EdgeSeries	21.8%
Toro	OEM Option	03486	18" 11-Blade (FSR) DPA CU (3550-D) EdgeSeries	21.8%
Toro	OEM Option	03487	22" 8 BL RR DPA Cutting Unit	21.8%
Toro	OEM Option	03488	22" 11 BL FSR DPA Cutting Unit	21.8%
Toro	OEM Option	03489	22 inch 11 Blade Edge Series Radial Reel DPA Cutting Unit	21.8%
Toro	Base Equipment	03606	Reelmaster 5410 - 36.8hp T4F	21.8%
Toro	Base Equipment	03607	Reelmaster 5510-D - TO BE	21.8%
Toro	OEM Option	03616	Safety & Security Cage For	21.8%
Toro	OEM Option	03618	22 in Verticutter	21.8%
Toro	OEM Option	03619	22 in Verticutter	21.8%

(3.) State Agriculture and Lawn Equipment Contract
Price Product List

Toro	OEM Option	03621	8 Blade 22 IN 5 IN (RR)	21.8%
Toro	OEM Option	03623	11 Blade 22 IN 5 IN (FSR)	21.8%
Toro	OEM Option	03624	5-Inch, 11 Blade (RR)	21.8%
Toro	OEM Option	03638	8 Blade RR DPA Cutting Unit	21.8%
Toro	OEM Option	03639	8 Blade FSR DPA Cutting Unit	21.8%
Toro	OEM Option	03641	11 Blade FSR DPA Cutting Unit	21.8%
Toro	OEM Option	03643	7-Inch, 11 Blade (RR)	21.8%
Toro	OEM Option	03647	5 IN DPA CU Finish Kit	21.8%
Toro	OEM Option	03649	7 IN DPA CU Finish Kit	21.8%
Toro	OEM Option	03655	Cross Trax All-wheel drive kit	21.8%
Toro	OEM Option	03656	CrossTrax AWD Finishing Kit	21.8%
Toro	OEM Option	03657	5IN RRB KIT, UNIV GROOMER	21.8%
Toro	OEM Option	03658	5IN RRB KIT, UNIV GROOMER FOR	21.8%
Toro	OEM Option	03659	7IN RRB KIT, UNIV GROOMER FOR	21.8%
Toro	Base Equipment	03674	Reelmaster 5010-H 24.8hp T4F	21.8%
Toro	Base Equipment	03679	Reelmaster 5610-D	21.8%
Toro	OEM Option	03721	RM7000 27" 8-Blade (RR) ES	21.8%
Toro	OEM Option	03722	RM7000 27" 11-Blade (FSR) ES	21.8%
Toro	OEM Option	03727	RM7000 32" 8-Blade (RR) ES	21.8%
Toro	OEM Option	03731	RM7000 27" Verticutter	21.8%
Toro	OEM Option	03763	5IN RM UNIVERSAL/BI-DIRECTIONAL	21.8%
Toro	OEM Option	03766	GROOMING BRUSH [18IN UNIVSL CART]	21.8%
Toro	OEM Option	03767	FWY PERFECTION BRUSH	21.8%
Toro	OEM Option	03768	7IN RM UNIVERSAL/BI-DIRECTIONAL	21.8%
Toro	OEM Option	03771	Universal Groomer Cartridge 18	21.8%
Toro	OEM Option	03772	Universal Groomer Cartridge 22	21.8%
Toro	OEM Option	03778	Universal Groomer Cartridge 27	21.8%
Toro	Base Equipment	03780	Reelmaster 7000-D	21.8%
Toro	Base Equipment	03820	Reelmaster 3555-D 24.8hp T4	21.8%
Toro	Base Equipment	03821	Reelmaster 3575-D 24.8hp T4	21.8%
Toro	Base Equipment	03910	Reelmaster 3550-D	21.8%
Toro	OEM Option	03916	18" Rear Roller Brush Kit	21.8%
Toro	OEM Option	03918	Rear Roller Brush Kit (3-18")	21.8%
Toro	OEM Option	03923	18" Flex Grass Basket Kit (3550-D)	21.8%
Toro	OEM Option	03924	18" Extended Flex Grass Basket Kit	21.8%
Toro	Base Equipment	03950	Reelmaster 5010-H	21.8%
Toro	Base Equipment	03952	Reelmaster 5410	21.8%
Toro	Base Equipment	03954	Reelmaster 5510-D	21.8%
Toro	Base Equipment	03956	Reelmaster 5610-D	21.8%
Toro	OEM Option	30358	Bimini Canvas Shade	21.8%
Toro	OEM Option	30629	Deluxe Suspension Seat Upgrade	21.8%
Toro	OEM Option	30707	Armrest Kit	21.8%
Toro	OEM Option	31579	EU Light Kit Front & Rear	21.8%

(3.) State Agriculture and Lawn Equipment Contract
Price Product List

Toro	OEM Option	31692	LED Work Light Kit	21.8%
Toro	OEM Option	31693	NA Light Kit (MY21 & Newer)	21.8%

TOWN OF JUPITER
State Forfeiture Request: Shop with a Cop

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	State Forfeiture Request: Shop with a Cop

EXECUTIVE SUMMARY

The Police Department requests the use of State Forfeiture Funds in the amount of $3,000 for a "Shop with a Cop" holiday event.

"Shop with a Cop" is a holiday event for 20 children who reside in the Town of Jupiter. It is scheduled for December 5, 2024, from 5:30 to 8:00 p.m. This event will provide holiday gifts for local families in need while strengthening the relationship between the youth of the community and law enforcement. The children will be selected by the elementary schools in the Town of Jupiter and the officers. The requested funds will be used to purchase 20 gift cards from Walmart in the denomination of $150.00 each. Jupiter Police Officers will take 20 children from the Town of Jupiter to Walmart to purchase holiday gifts for themselves and their families.

ANALYSIS

There is currently $8,130.50 available in the State Forfeiture Fund, including all expenditures previously approved in FY 2024. This funding complies with the 25% mandated for use by the State of Florida for crime prevention, safe neighborhood, drug abuse education/prevention, or school resource officer programs.

STRATEGIC PRIORITY

- Unique, Small Town Feel
- Safety

ATTACHMENTS

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$3,000.00	Sources: State Forfeiture Fund

For more information or to request attachments, please contact Officer Diana Zeitz at 1172@jupiter.fl.us.

TOWN OF JUPITER
Purchase Order for Crosswalk Materials in an amount not to exceed $75,472.77

DATE	November 19, 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 a Purchase Order for Crosswalk Materials to Traffic and Parking Control Co., Inc. in an amount not to exceed $75,472.77

EXECUTIVE SUMMARY

Town staff is requesting Town Council approval of a purchase order for crosswalk materials to Traffic and Parking Control Co., Inc (TAPCO) in an amount not to exceed $75,472.77.

The crosswalk materials include flashing light bars and double-sided signage that meet the physical and operating requirements of the Florida Department of Transportation's 2024-2025 Standard Plans. The crosswalk materials are for ten crosswalk locations on Palmfield Way, University Boulevard, Toney Penna Drive, Main Street, Maplewood Drive at Pinetree Trail, Greenway Drive, South Loxahatchee Drive at 6th Street, South Old Dixie Highway, South Loxahatchee Drive north of 8th Street, and one other location within the Town. Town staff had originally anticipated the installation of crosswalk materials at Longshore Drive and Central Boulevard. However, that location has been placed on hold after it was discovered utilizing a rapid rectangular flashing beacon violated the Manual on Uniform Traffic Control Devices standards. Town staff is still reviewing other improvements at the Longshore Drive and Central Boulevard intersection.

On October 17, 2024, four bids were received and opened. Please see the attached Bid Tabulation. One of the companies which submitted a bid sent a second bid package to modify their original submission, therefore the earlier bid was considered withdrawn. Town staff reviewed all bids and determined that TAPCO was the lowest, most responsive, and responsible bidder with a total bid amount of $75,472.77. TAPCO has previously provided the materials for the recent crosswalk projects on South Loxahatchee Drive and Dakota Drive.

ANALYSIS

Town staff have reviewed the bids and conducted the solicitation process in accordance with the Town's procurement policy. There is funding available in the Community Investment Program budget to fund the purchase of the materials.

In the event the Town Council approves the creation of a purchase order for the crosswalk materials to Traffic and Parking Control Co., Inc., the Finance Director will be authorized to approve a purchase order to purchase the materials.

STRATEGIC PRIORITY

● Mobility

ATTACHMENTS

1. Bid Tabulation

FUNDING SOURCE

Approved in Budget	$75,472.77	Sources:31031041-553005 - E1402 Traffic Management and Safety Improvements
Additional Funding Requested	$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us or 561-741-2737.

BID TABULATION

CROSSWALK MATERIALS

EPW 2025-04

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Transportation Control Systems, Inc	$106,200.00	$106,200.00
Traffic and Parking Control Co., Inc (TAPCO) 5100 W Brown Deer Rd. Brown Deer, WI 53223	$75,472.75	$75,472.77
K and K Systems, Inc (Withdrawn) 687 Palmetto Road Tupelo, MS 38801	$89,475.84	$90,375.84 Withdrawn
K and K Systems, Inc (Resubmitted) 687 Palmetto Road Tupelo, MS 38801	$89,175.84	$89,175.84 Resubmitted

TOWN OF JUPITER
Approval of a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle.

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Approval of a donation from the Jupiter Police Foundation for the purchase of a Tactical Rescue Vehicle.

EXECUTIVE SUMMARY

Town Staff is requesting authorization to accept donated funds from the Jupiter Police Foundation in an amount not to exceed $600,000 for the purchase of a tactical rescue vehicle.

ANALYSIS

The Jupiter Police Foundation was founded in 2017 with a purpose of raising money through donations to support the Jupiter Police Department, its community programs and officers in need. The foundation has proposed donation funding for the purchase of a new tactical rescue vehicle to replace a current vehicle that has been removed from commission due to changes in legislation.

The Police Department's existing rescue vehicle was obtained through the Law Enforcement Support Office (LESO) and has been utilized since 2015; however, the Department of Defense made regulatory changes in 2022 that limited the allowable uses of the vehicle. These changes rendered the vehicle unsuitable for the uses of local law enforcement.

The new tactical rescue vehicle will be designed to perform all the functions of the existing vehicle, to include enhanced officer safety during tactical operations and the ability to serve as a high-water rescue vehicle during flood events, ensuring that officers are able to gain access to individuals in affected areas. The vehicle will not be subject to the use conditions of the federal program.

This donation funding will be utilized for the purchase of the new tactical rescue vehicle and will be received and processed in accordance with the town policies relating to the acceptance of donations.

A Request for Proposals will be conducted according to town purchasing policies and the purchase of the vehicle will be returned to Town Council for consideration once a vendor and vehicle are selected.

STRATEGIC PRIORITY

- Safety
- Mobility

ATTACHMENTS

1. Attachment 1 -- Letter from Jupiter Police Foundation President Jay Alpert
2. Attachment 2 -- Donation Agreement

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$	Sources:

*Funding is not necessary for this request.

For more information or to request attachments, please contact *Major Michael Salvemini* at *1136@jupiter.fl.us* or *561-741-2594*.

JUPITER POLICE FOUNDATION, INC.

September 13, 2024

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

Dear Mr. Kitzerow,

The Jupiter Police Foundation is aware that the Jupiter Police Department is in need of replacing it's armored vehicle. It is our understanding that this vehicle is used to protect officers and the public within the community during various critical incidents involving armed and dangerous individuals.

I have presented this to our Board of Directors and there is unanimous support to assist the Town of Jupiter with this purchase. The Jupiter Police Foundation is offering to provide funding in the amount, not to exceed $600,000.00 towards the purchase of a new armored vehicle.

Very truly yours,

JAY ALPERT
Board President

196 Military Trail, Jupiter, FL 33458
561.741-2407 | JupiterPoliceFoundation@gmail.com | www.JupiterPoliceFoundation.org
Follow us on FB & IG: JupiterPoliceFoundation
The Jupiter Police Foundation, Inc. is a 501(c)(3) Nonprofit Organization, created and supported by local individuals and businesses and independent of the Town of Jupiter.
Contributions may be tax deductible.

EXHIBIT A
DONATION AGREEMENT
(Required for All Donations)

The undersigned Donor wishes to make a donation to the Town of Jupiter as described in more detail below.

Donor is (check and complete all that apply):

- ☒ donating $ Up to $600,000 in a lump sum
- ☐ donating $_____ in _____ (monthly, quarterly, etc.) payments of $_____ in _____ installments.
- ☐ donating the following (describe products, services, investment securities, real property, etc.): _____

☐ If this box is checked the Town's acceptance of the donation described above is subject to the following conditions: _____

☒ If this box is checked this donation is restricted to the following uses:
The purchase and outfitting of a tactical rescue vehicle for use by the Jupiter Police Department

☒ If this box is checked this donation is being made at the request of Town Department:
Police Department

In connection with administering this agreement, Donor and Town shall work through the following primary representatives:

	Town of Jupiter	Donor -
Primary Representative:	Major Michael Salvemini	Jay Alpert, Foundation President
Address:	196 Military Trail Jupiter FL, 33458	1 Admirals Cove Blvd. Jupiter FL 33477
Telephone: Fax: Mobile Phone:	561-741-2594	201-788-8800
E-mail:	1136@jupiter.fl.us	Jupiterpolicefoundation@gmail.com

In addition to the foregoing, Donor and Town understand and agree that:

1. The Town will provide Donor with a donation receipt indicating the amount of the donation or a description of the goods or services donated.
2. Donor's contribution may be recognized publicly as determined by the Town.
3. Except as provided herein, the Town may use the donation in any manner at its sole discretion and Donor has no right or obligation to control Town's use of the donation.
4. Donor has not and will not receive any goods, services or benefits in exchange for the donation and the Town will not grant any extra consideration to the donor in relation to Town procurement, regulatory matters, or any other business, services, or operations of the Town.
5. Donations may not be accepted from organizations with business coming before the Town or its commissions, boards or committees within 12 months of the donation receipt. This includes any organizations who have bid on previous or who intend to bid on upcoming RFPs, RFQs or other solicitations by the Town. If donor finds it has business coming before the Town or its boards and committees after committing to the donation, the donor is obligated to report it to the Town immediately. Donation will be returned and this agreement voided.
6. This agreement may only be amended by a written instrument executed by both parties hereto.
7. This agreement is governed by Florida law and is binding upon all of the parties' successors and assigns. Venue for any litigation pertaining to this agreement shall be in the 15th Circuit Court in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida.
8. Florida has a very broad public records law. Under Florida law, e-mail addresses are public records. The Town makes every effort to protect individual privacy, but may be compelled to provide email addresses in some circumstances under Florida law. If you do not wish to provide your email when signing up for this program, please contact Town's primary representative listed herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

DONOR	**TOWN OF JUPITER**
Jay Alpert	
Signature	Signature
JAY ALPERT, BOARD PRESIDENT	
Name JUPITER POLICE FOUNDATION *Title*	*Name* *Title*
Date: 11/7/2024	Date:

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

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Resolution 13-24, 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.

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

The application was postponed from the September 18th Town Council meeting due to a code compliance violation on the subject property involving the illegal dumping of fill. As of October 24th, the site had been brought into compliance. On October 1st, staff met with the applicant and the intervenor to discuss possible changes to address the intervenor's concerns. No resolution was reached, and the application has not been revised.

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
5. Applicants Presentation

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:

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

a) Site Plan and Site Area Enlargement, prepared by Gentile, Holloway & O'Mahoney & Associates, Inc., referenced as "SP-1, SP-2,", respectively, revised on 07/31/24 and received by the Planning and Zoning Department 08/01/24.

b) Site Development Details, prepared by Gentile, Holloway & O'Mahoney & Associates, Inc., referenced as "SP-3", respectively, revised on 07/18/24 and received by the Planning and Zoning Department 07/19/24.

c) Landscape Plan and Landscape Specification Plan, prepared by Gentile, Holloway & O'Mahoney & Associates, Inc., referenced as "LP-1 and LP-2", respectively, revised 07/18/24, and received by the Planning and Zoning Department 07/19/24.

d) Tree Disposition Plan, prepared by Gentile, Holloway & O'Mahoney & Associates, Inc., referenced as "TD-1", revised 07/17/24, and received by the Planning and Zoning Department 07/19/24.

e) Architecture Plan, prepared by Stephen Bonuff, A1A Architects + Planners, Inc., referenced as "A1.0" through "A5.0", dated 07/19/24 received by the Planning and Zoning Department 7/19/24.

f) Preliminary Drainage Plan, prepared by Bowman Construction, referenced as "DP", revised 06/21/24, and received by the Planning and Zoning Department 06/21/24.

g) Preliminary Utilities Plan, prepared by Bowman Construction, referenced as "UTL", revised 06/21/24, and received by the Planning and Zoning Department 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: November 19, 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 Commission:	07/9/24 (Postponed)
PZ 23-5496 and 5497		08/13/24
M. Schneider	Town Council:	09/18/24 (Postponed)
		11/19/24 (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	2,758 SF
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.

<u>Staff Comment</u>: 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.

<u>Staff comment:</u> 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 Statue 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).

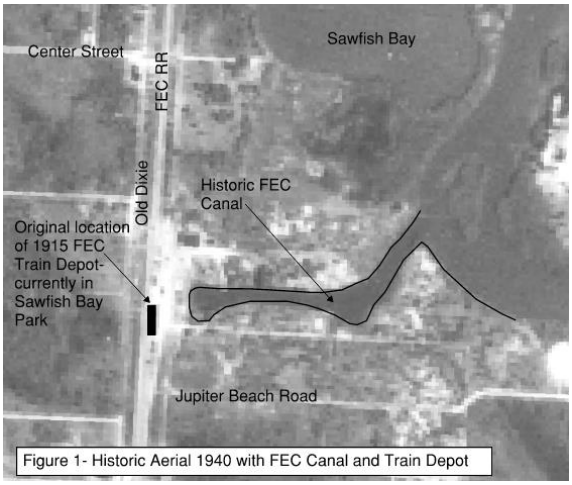


Figure 1- Historic Aerial 1940 with FEC Canal and Train Depot

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.

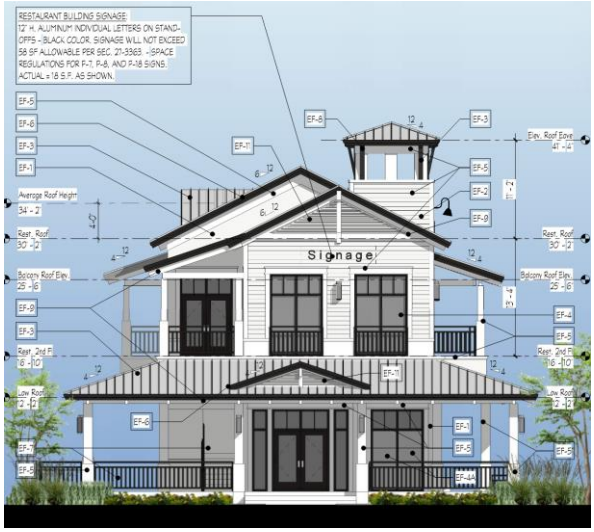


Figure 2: Building Elevation – West (Facing N. Alternate A1A)

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.

<u>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.</u>

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.

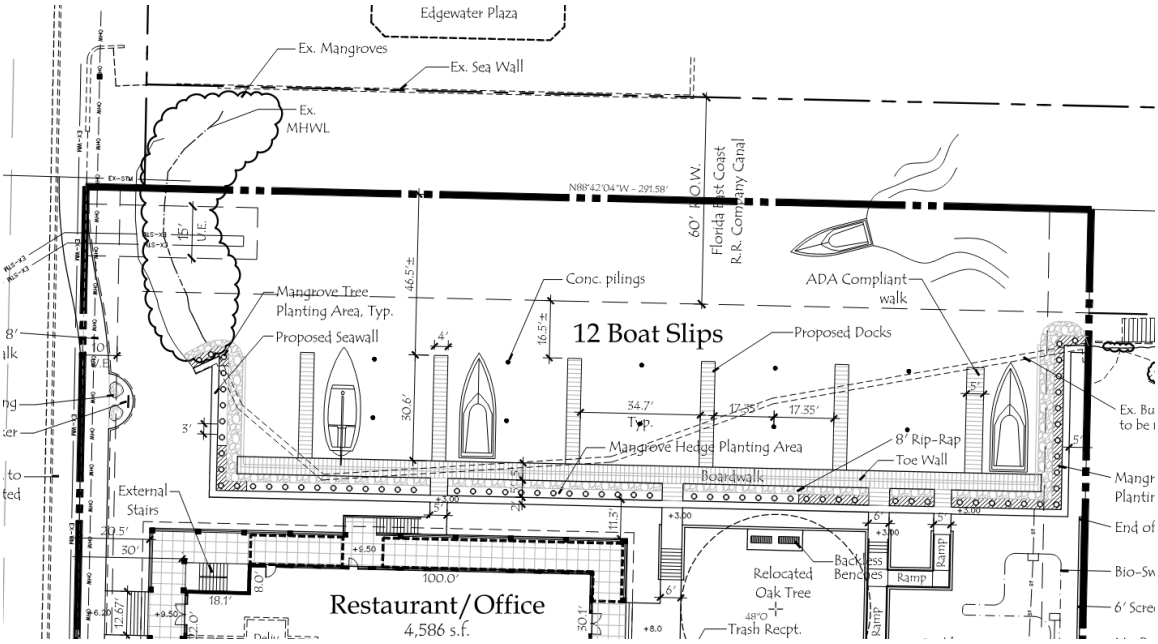


Figure 3. Site plan showing vessel size in relationship to boat slips

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 be 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

CALYPSO 35 SPECIFICATIONS

Length Overall with Engine	37′0″
Hull Length without Engine	35′9″
Length Waterline	30′11″
Maximum Beam	11′0″
Maximum Beam at Length Waterline	9′10″
Hull Draft: Engines Up	2′1″
Hull Draft: Engines Down	3′0″
Maximum Height	17′11″
Height: Waterline to Hardtop	8′3″
Height: Waterline to Optional Garmin Radar	9′7″
Dry Weight with Triple Engines (3x 300 Mercury)	14,770 lbs

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.

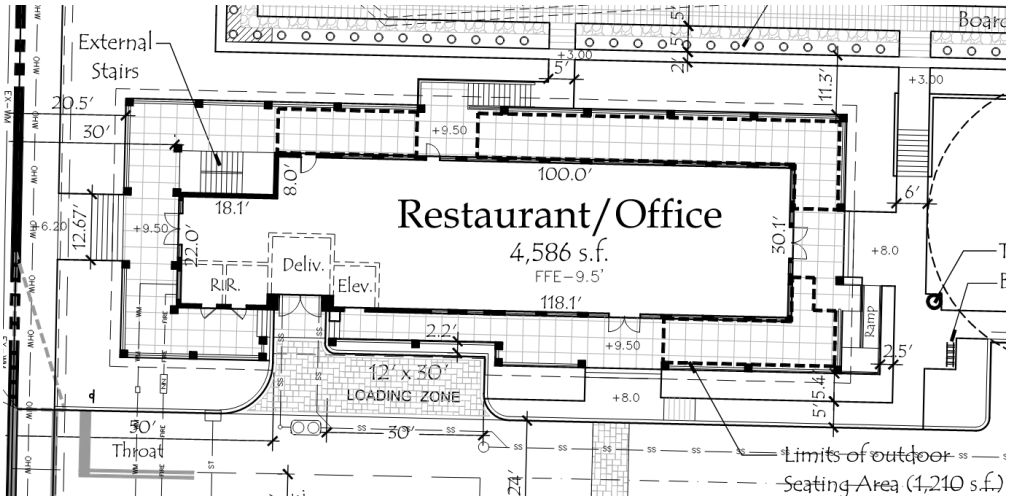


Figure 4. Site plan showing the covered delivery area in relation to the restaurant

- *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.

<u>Staff Comment:</u> 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.2024.11.05\Staff Report - Flagler Wharf_ARA.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 Bjarne 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 *[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 SAY~~ETH NAUGHT.

_____

Bjarne Borg _____, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this 5 20 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.

_____

Notary Public

RICHARD C. TURNER
Notary Public, State of Florida
My Comm. Expires January 29, 2023
Commission No. GG 295854

_____

(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 PORTIONOF 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 ISED 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 EXTENTION OF TEH 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 SQARE 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.

Name	Address	Percentage of Interest
Flagler Wharf Real Estate, LLC	1000 N. US Highway 1, Suite 902	100%
managed by:	Jupiter, FL 33477	
Index Management Services, LLC		

K:\Staff\WP51\Applications\Disclosure of Ownership Interests Form.doc

2GHO
LANDSCAPE ARCHITECTURE & PLANNING

LA-0000530

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 *Vacant*	Commercial	C2: General Commercial ROA: Center Street / A1A
North: *Edgewater Plaza*	Commercial	C2; General Commercial ROA: Center Street /A1A
South: *Enterprise Rent-A-Car*	Commercial	C2; General Commercial
East: *Vacant*	Residential Medium Density	R1; Residential, Single Family
West *Industrial Development* *Railroad*	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 **<u>will not</u>** 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.

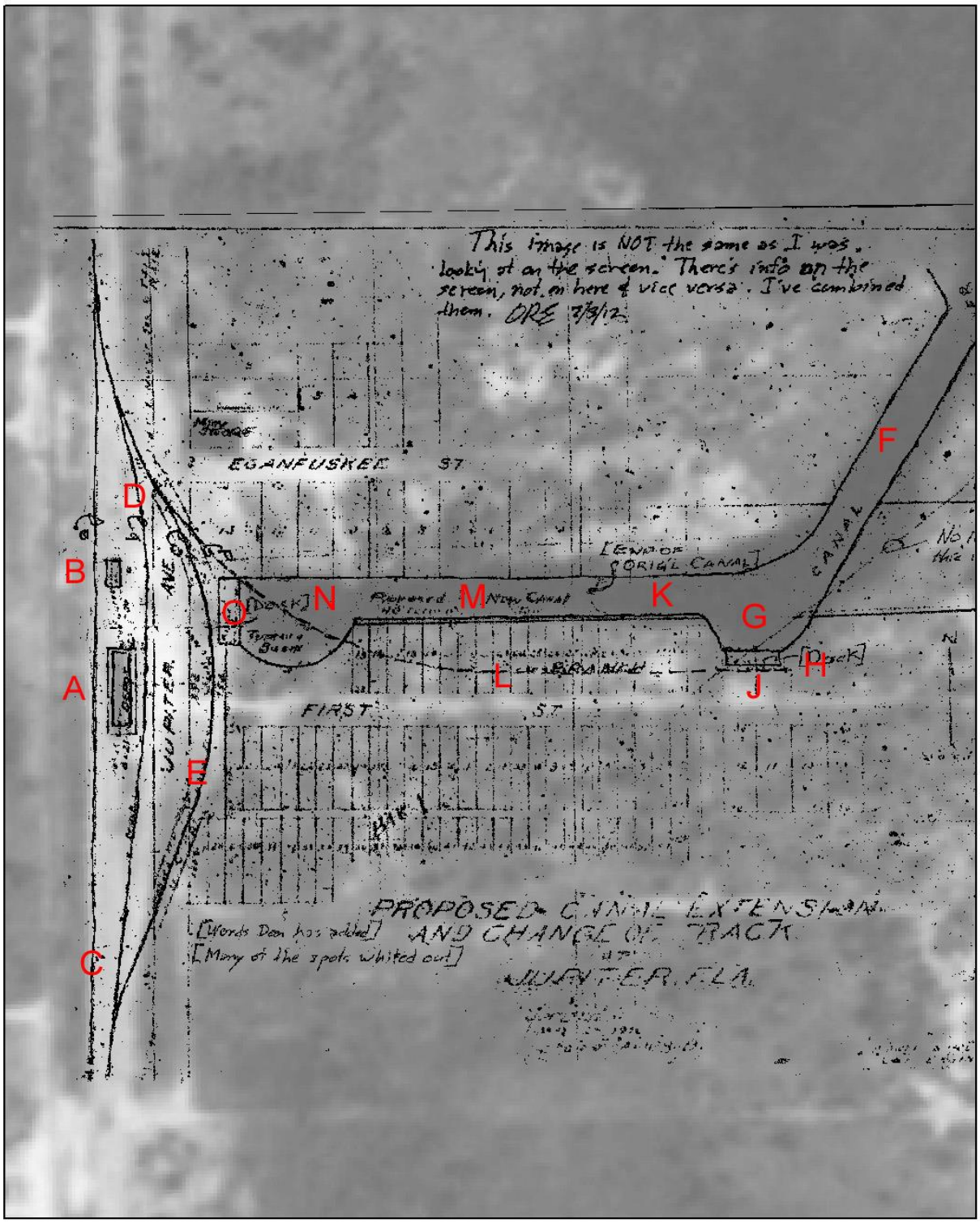
10. The proposed development does not create noise or visual pollution.
    Response: The development will not create any visual pollution. The proposed development will be enhancing an existing vacant property with high quality design. All sound generated from the proposed use will be within the requirements 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
1000 N US Highway One, Suite 902
Jupiter, Florida 33477

July 31, 2024

bowman.com

Jupiter Wharf
Traffic Analysis

Palm Beach County, FL

Prepared for:
Index Investment Group
Real Estate & Equity Investments
1000 N US Highway One, Suite 902
Jupiter, Florida 33477
561.571.9759

Prepared by:
Bowman
2090 Palm Beach Lakes Blvd, Suite 400
West Palm Beach, FL 33409
561.840.8650

Natalia T. Lercari, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers

July 31, 2024

TABLE OF CONTENTS

Introduction **1**

Traffic Volume Components **2**

Roadway Capacities and Volumes 2

Project Trip Generation 2

Project Distribution 2

Traffic Performance Standards **4**

Radius of Influence 4

Test One – Part One: Intersection Analysis 5

Test One – Part Two: Roadway Links (Significance Analysis) 5

Test One – Part Two: Roadway Links (Link Analysis) 5

Test Two – Five-Year Analysis (Significance Analysis) 6

Test Two – Five-Year Analysis (Link Analysis) 6

Intersection Capacity Analysis **7**

Turn Lane Evaluation **8**

Conclusions **12**

LIST OF FIGURES

Figure 1 Site Location 1

Figure 2 Project Distribution 3

Figure 3 Radius of Influence 4

Figure 4 Net New Project Distribution and Assignment 9

Figure 5 Pass-By Project Distribution and Assignment 10

Figure 6 Total Project Assignment 11

LIST OF TABLES

Table 1 Trip Generation Analysis 2

Table 2 AM Peak Hour Significance Analysis – Test One 5

Table 3 PM Peak Hour Significance Analysis – Test One 5

Table 4 AM Peak Hour Significance Analysis – Test Two 6

Table 5 PM Peak Hour Significance Analysis – Test Two 6

Table 6 Intersection Capacity Analysis Summary 7

APPENDICES

APPENDIX A Site Plan, Property Appraiser Data, & Pre-Application Letter

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**

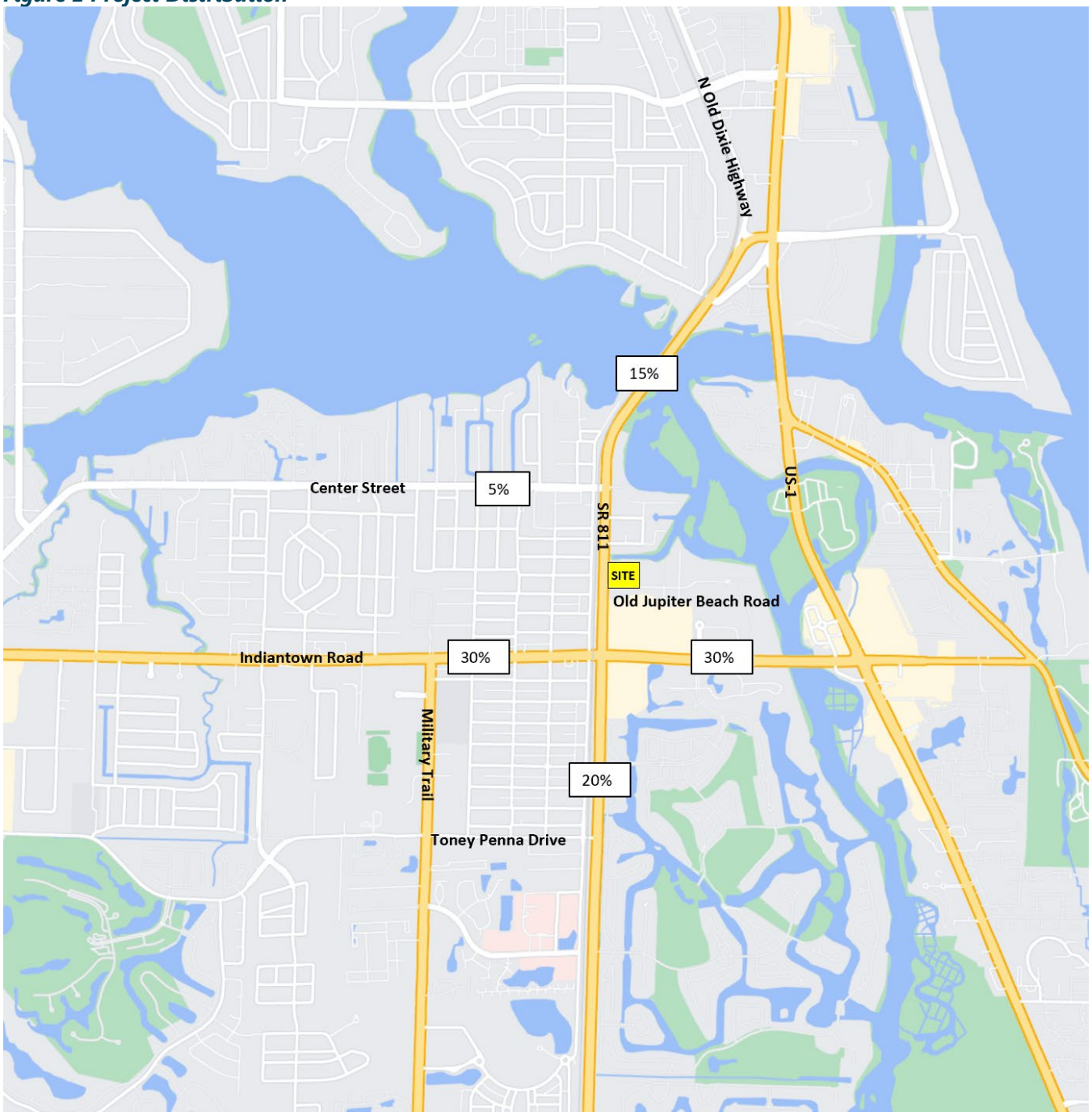
(1) Source: Palm Beach County Trip Generation Rates, Updated July 25, 2022 and ITE *Trip Generation Manual* , 11th Edition

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



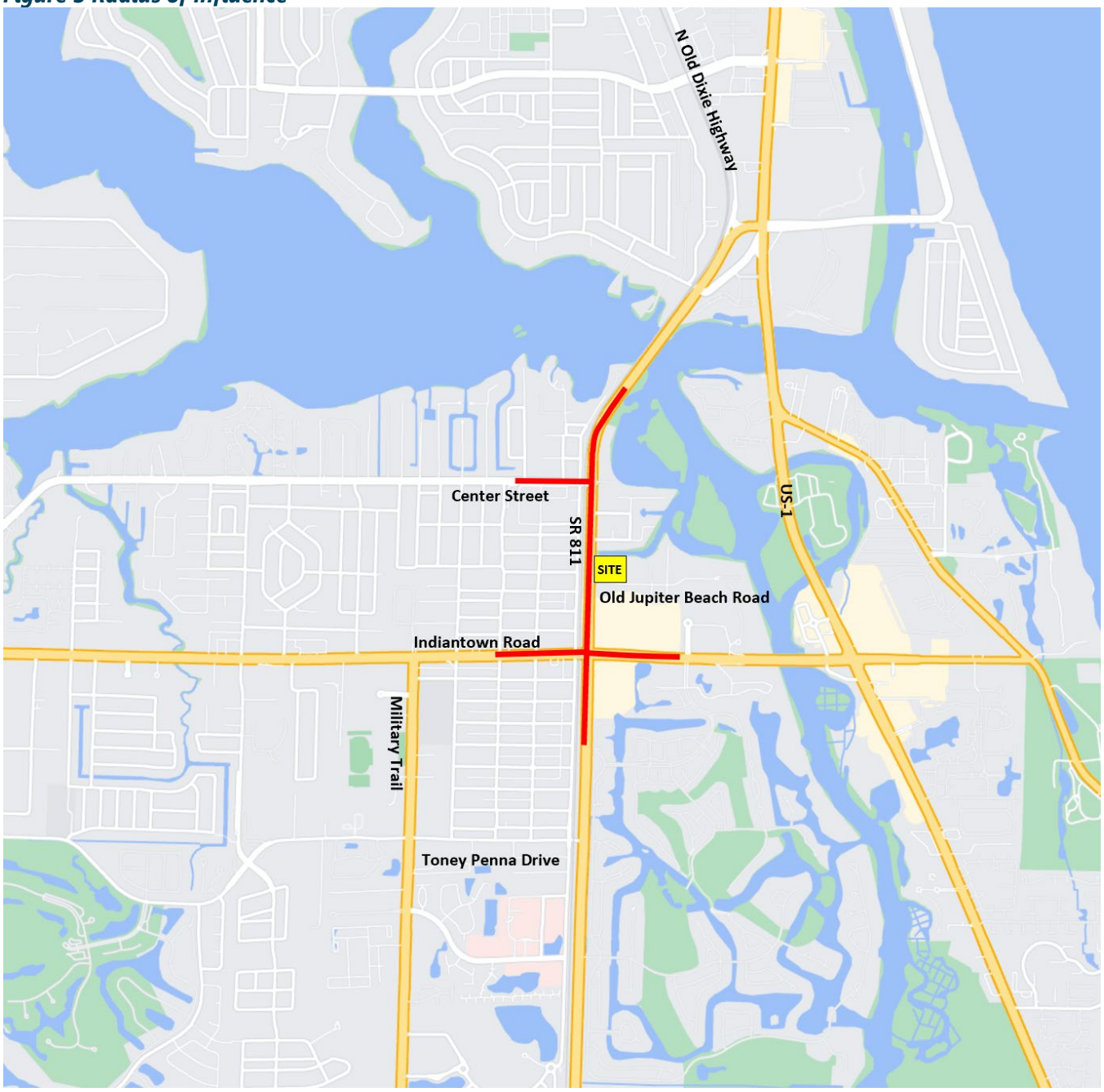
[This Space Intentionally Left Blank]

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
					SB	2,680	20%	4	65%	8	12	0.45%	No
	Eganfuskee Street	Center Street	1604	6LD	NB	2,680	0%	0	70%	8	8	0.30%	No
					SB	2,680	20%	4	35%	4	8	0.30%	No
	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%	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
	Alternate A1A/SR 811	Miltary 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
					SB	2,680	20%	4	65%	8	12	0.45%	No
	Eganfuskee Street	Center Street	1604	6LD	NB	2,680	0%	0	70%	9	9	0.34%	No
					SB	2,680	20%	4	35%	5	9	0.34%	No
	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
	Alternate A1A/SR 811	Miltary 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
					SB	2,830	20%	4	65%	8	12	0.42%	No
	Eganfuskee Street	Center Street	1604	6LD	NB	2,830	0%	0	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
					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%	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	Miltary 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
					SB	2,830	20%	4	65%	8	12	0.42%	No
	Eganfuskee Street	Center Street	1604	6LD	NB	2,830	0%	0	70%	9	9	0.32%	No
					SB	2,830	20%	4	35%	5	9	0.32%	No
	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	2,830	0%	0	30%	4	4	0.14%	No
					WB	2,830	30%	5	0%	0	5	0.18%	No
	Alternate A1A/SR 811	Miltary 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.

[This Space Intentionally Left Blank]

Figure 4 Net New Project Distribution and Assignment

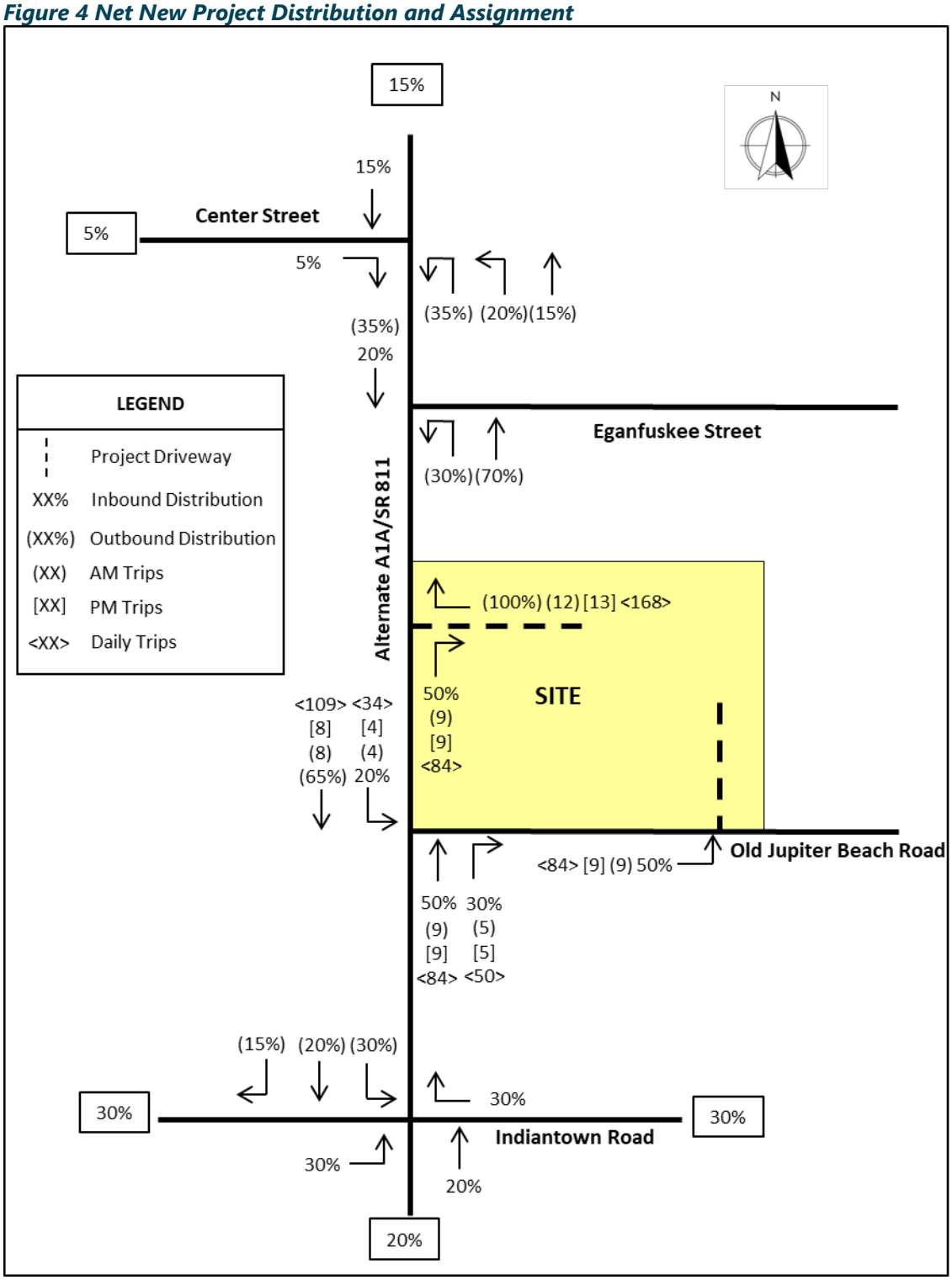


Figure 5 Pass-By Project Distribution and Assignment

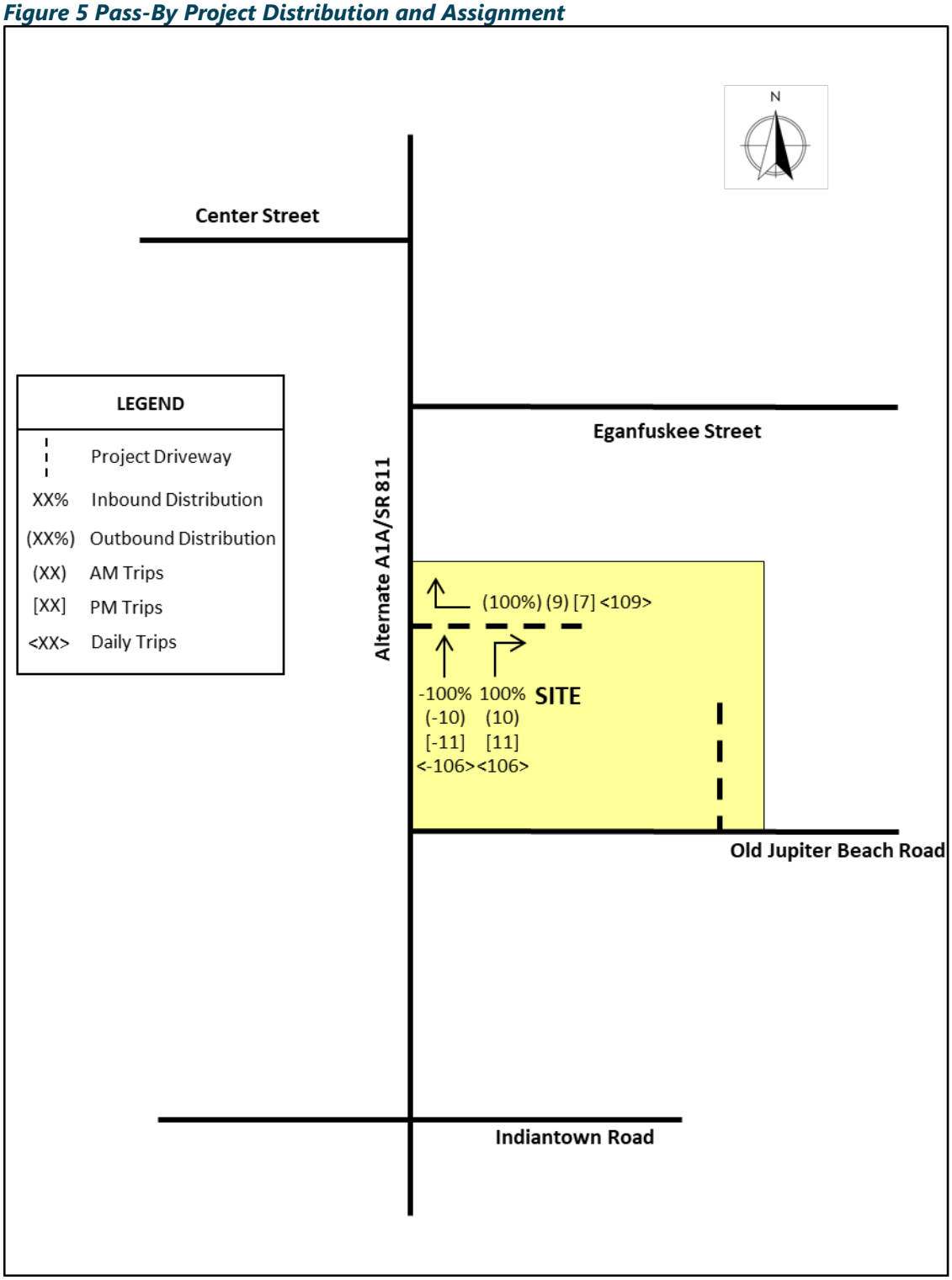
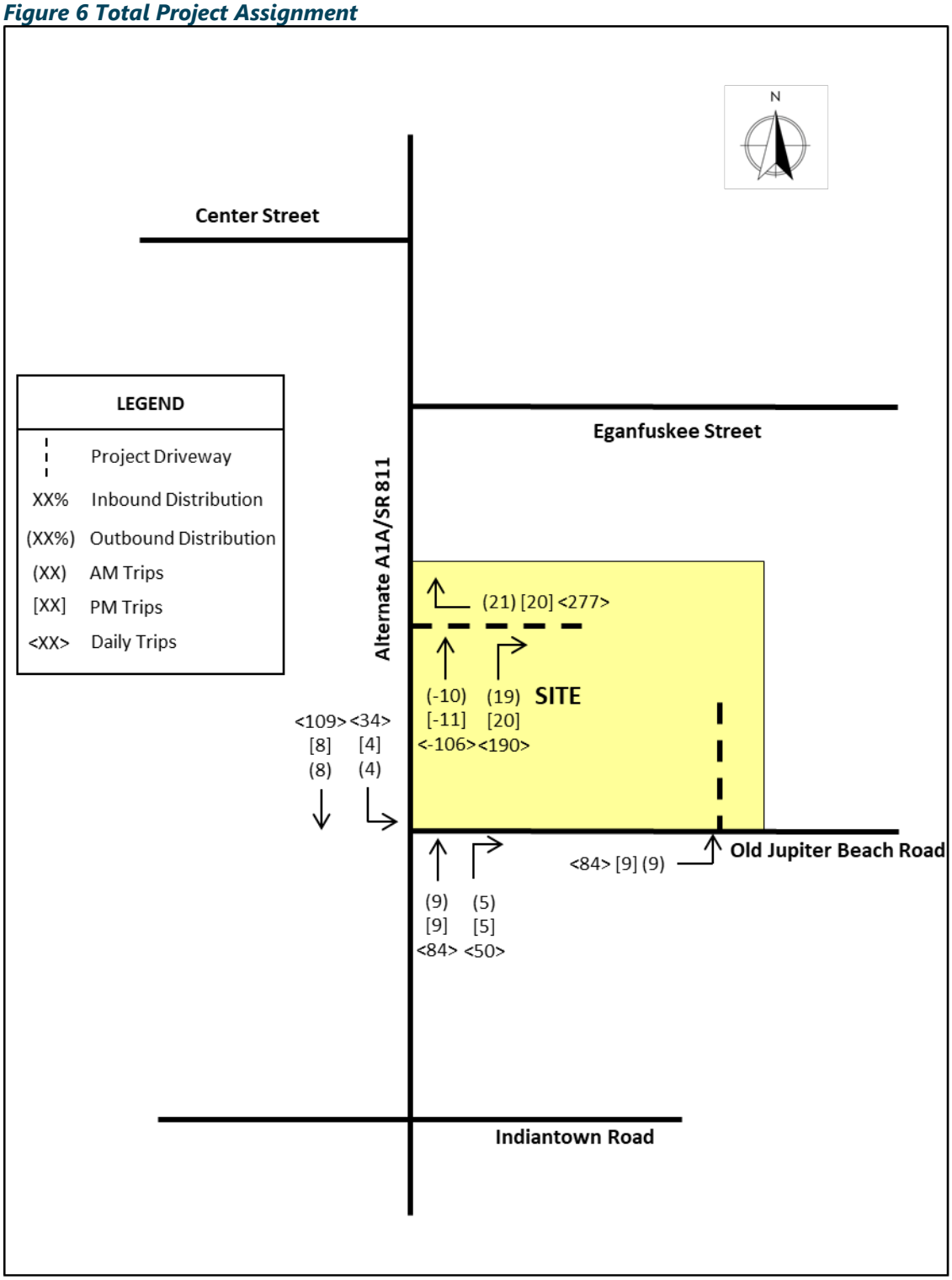


Figure 6 Total Project Assignment



Conclusions

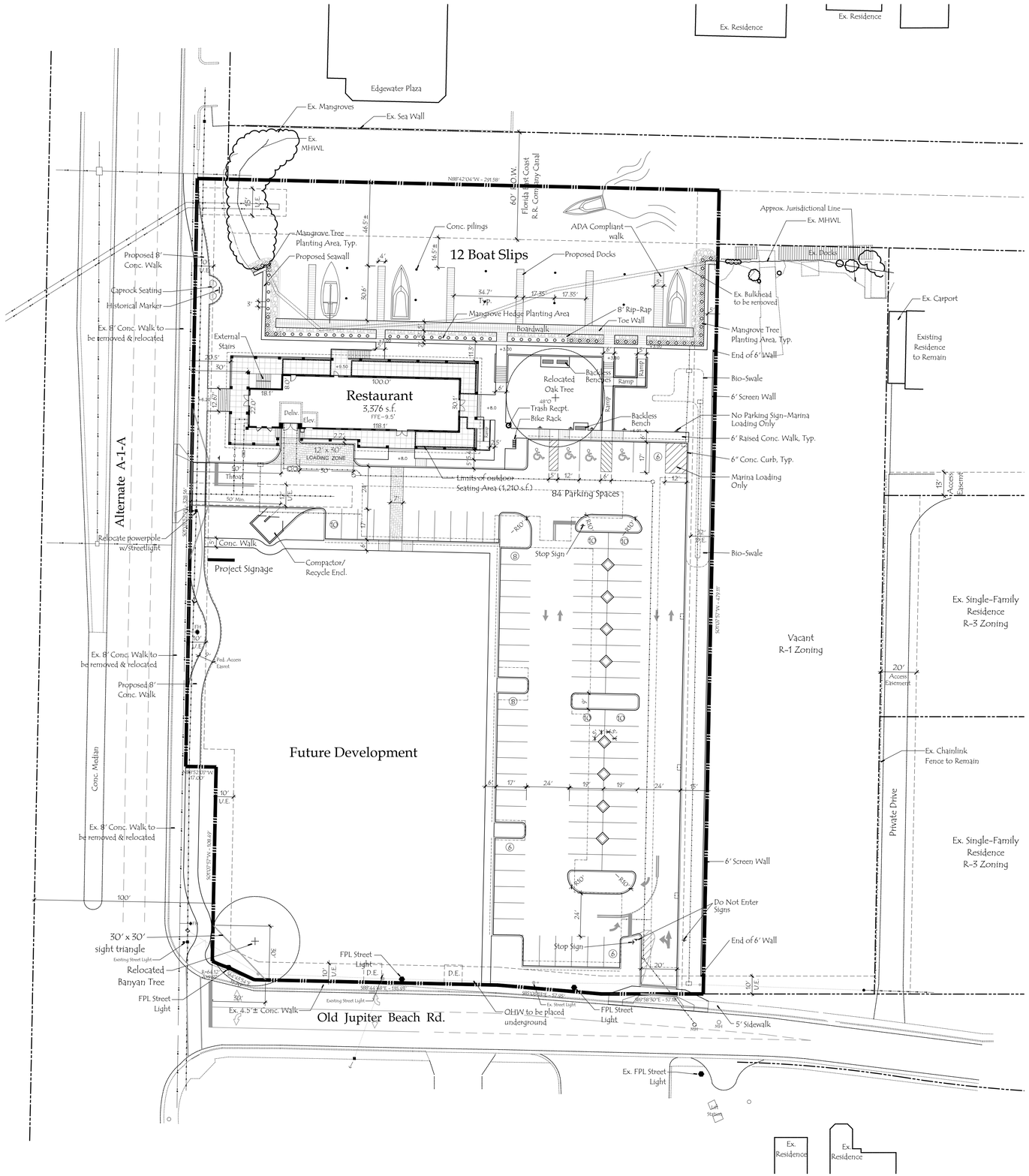
Bowman has analyzed the potential traffic impacts associated with the development of land located at the northeast corner of State Road 811 (Alternate A1A) and Old Jupiter Beach Road, in Jupiter, Florida. The site is currently vacant land. The proposed development, with an anticipated buildout year of 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.

Bowman

Appendix A

Site Plan, Property Appraiser Data, & Pre-Application Letter



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

NORTH

0 5 30 60 90

© Copyright 2024 All Rights Reserved

2GHO
LANDSCAPE ARCHITECTURE & PLANNING
1907 Commerce Lane
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

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

PAPA Banner

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

Owners

FLAGLER 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

JARED W. PERDUE, P.E.
SECRETARY

July 7, 2023

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

Bowman

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) = 0.86Ln(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
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	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 Artice 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

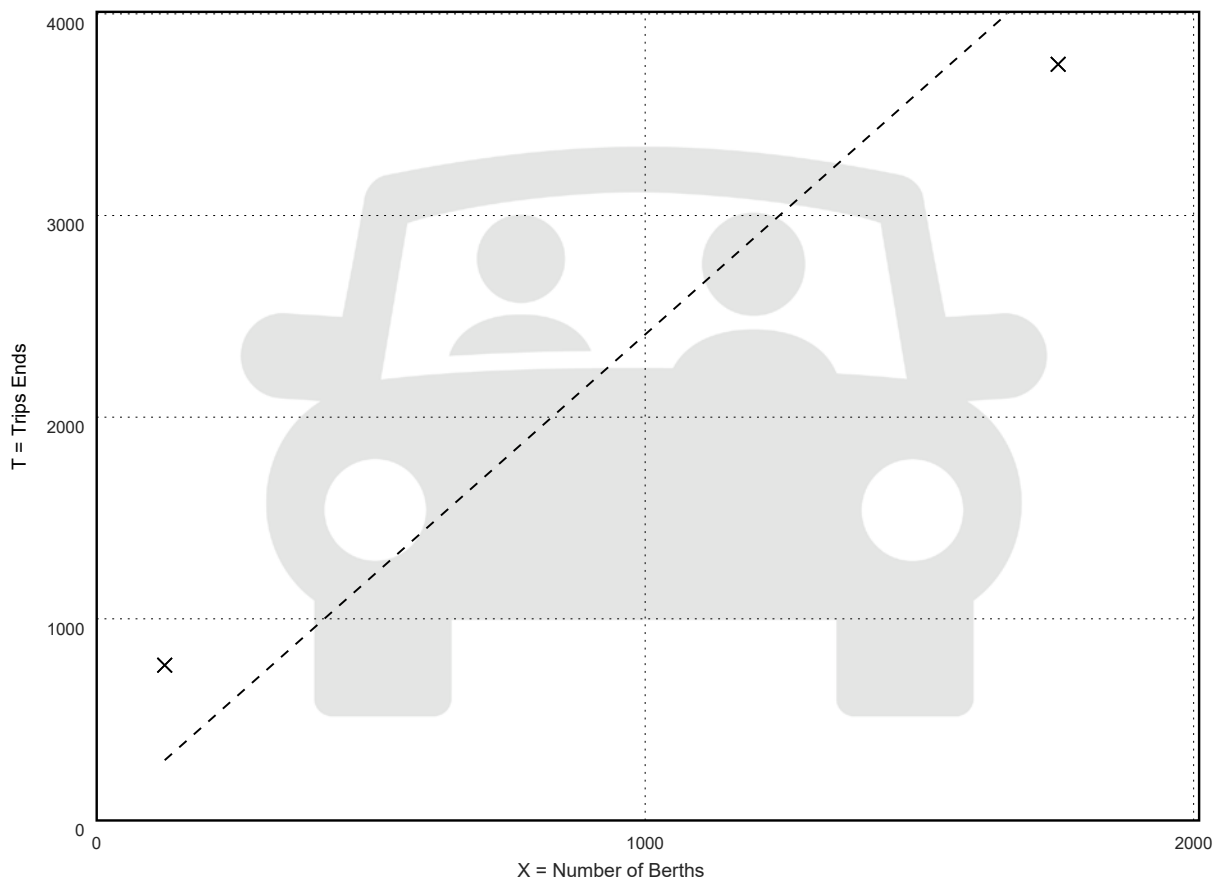
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Berths: 939
Directional Distribution: 50% entering, 50% exiting

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



× **Study Site**

– – – – – **Average Rate**

Fitted Curve Equation: Not Given

R^2= *

Marina
(420)

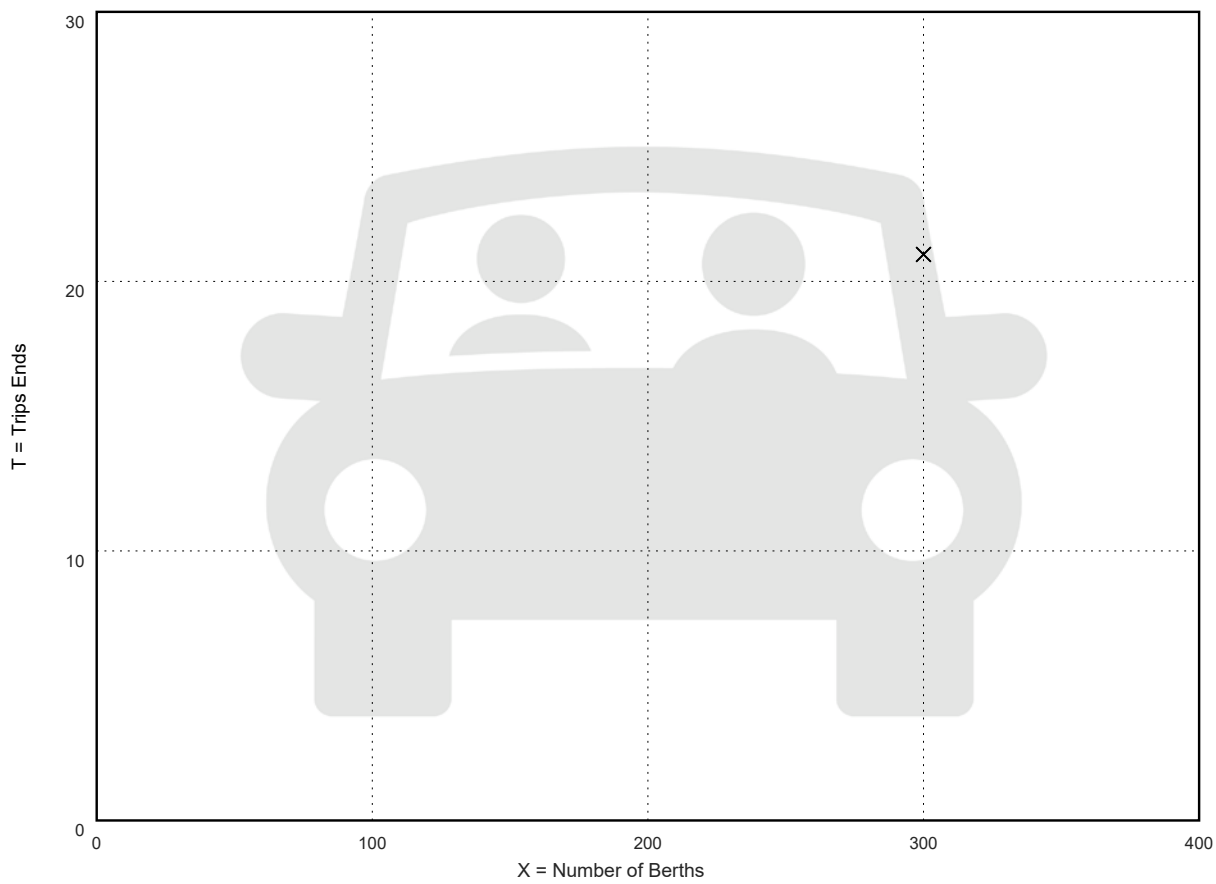
Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Berths: 300
Directional Distribution: 33% entering, 67% exiting

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



× **Study Site**

– – – – – **Average Rate**

Fitted Curve Equation: Not Given

R^2= *

Marina
(420)

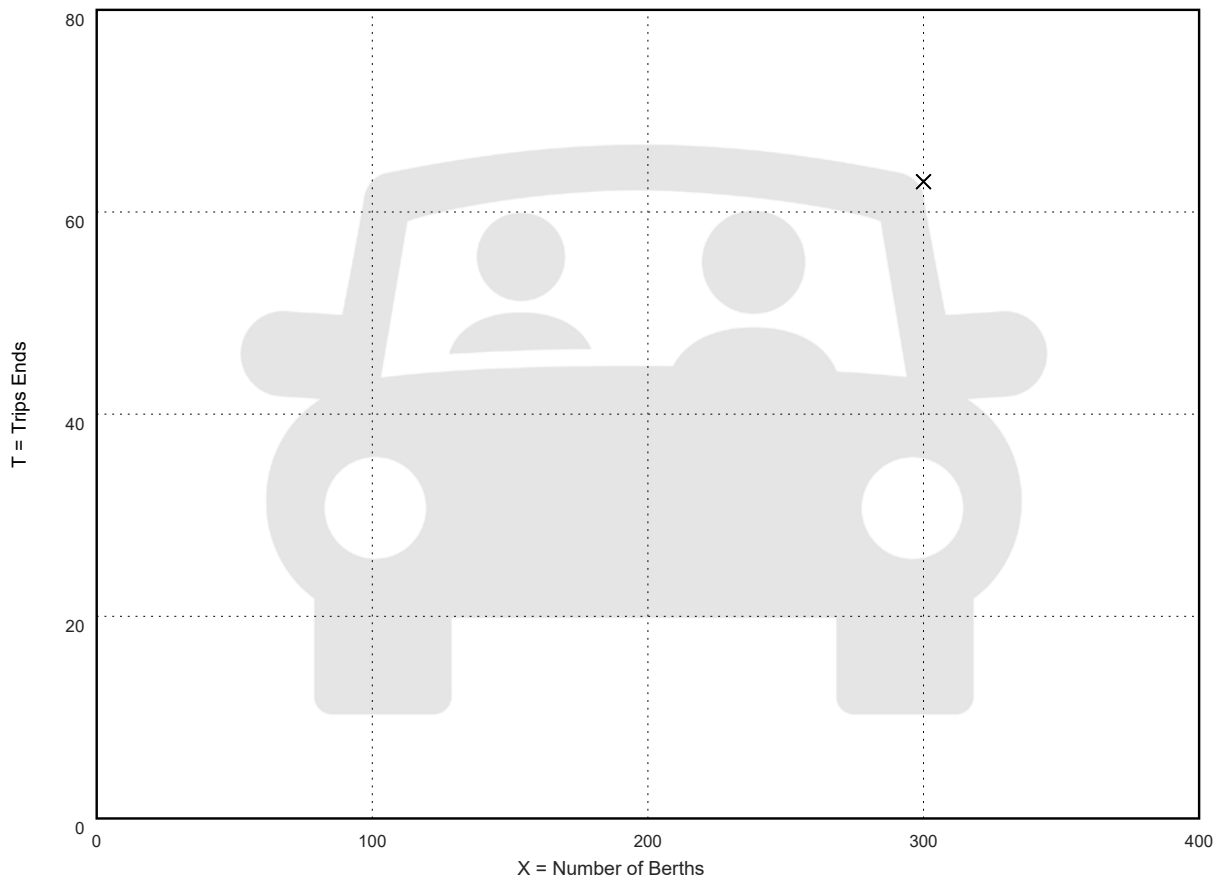
Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Berths: 300
Directional Distribution: 60% entering, 40% exiting

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



× **Study Site**

– – – – – **Average Rate**

Fitted Curve Equation: Not Given

R^2= *

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Center St
CURRENT YEAR: 2020
ANALYSIS YEAR: 2025
GROWTH RATE: -0.19%

STATION: 1803
FROM: Midpoint
TO: Old Dixie Hwy
COUNT DATE: 1/13/2020
PSF: 1

Report Created
12/15/2022

Link Analysis

Time Period		AM			PM	
Direction	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	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	AM			PM		
Direction	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
CURRENT YEAR: 2020
ANALYSIS YEAR: 2025
GROWTH RATE: 0%

STATION: 1601
FROM: Midpoint
TO: N Military Trl
COUNT DATE: 1/21/2020
PSF: 1

Report Created
12/15/2022

Link Analysis

Time Period	AM			PM		
Direction	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
CURRENT YEAR: 2020
ANALYSIS YEAR: 2025
GROWTH RATE: 0%

STATION: 1209
FROM: Midpoint
TO: Old Dixie Hwy
COUNT DATE: 1/21/2020
PSF: 1

Report Created
12/15/2022

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		

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	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		Report Created
CURRENT YEAR:	2020	FROM:	Midpoint		12/15/2022
ANALYSIS YEAR:	2025	TO:	Ocean Dr		
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%
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
CURRENT YEAR:	2020	FROM:	Midpoint		12/15/2022
ANALYSIS YEAR:	2025	TO:	N Us Highway 1		
GROWTH RATE:	0%	COUNT DATE:	1/28/2020		
		PSF:	1		

Link Analysis

Time Period	AM			PM		
Direction	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	COUNT DATE:	2/16/2022	Report Created	
N-S STREET:	Old Dixie Hwy	CURRENT YEAR:	2022	5/17/2023	
TIME PERIOD:	AM	ANALYSIS YEAR:	2025		
GROWTH RATE:	0.99%	PSF:	1		
SIGNAL ID:	4750				

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	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													Type	% Complete
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	COUNT DATE:	2/16/2022	Report Created	
N-S STREET:	Old Dixie Hwy	CURRENT YEAR:	2022	5/17/2023	
TIME PERIOD:	PM	ANALYSIS YEAR:	2025		
GROWTH RATE:	0.99%	PSF:	1		
SIGNAL ID:	4750				

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	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													Type	% Complete
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		

Bowman

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											

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

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	NBR	WBLn1	WBLn2	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	-

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

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	NBR	WBLn1	WBLn2	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	-

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

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	NBR	WBLn1	WBLn2	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	-

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

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	NBR	WBLn1	WBLn2	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	-

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

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	NBR	WBLn1	WBLn2	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	-

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

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	NBR	WBLn1	WBLn2	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

2GHO LANDSCAPE ARCHITECTURE & PLANNING

1907 Commerce Lane, Suite 101
Jupiter, Florida 33458
561-575-9557 x102
www.2GHO.com

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. All attached drawings, specifications and other documents, including those in electronic form, prepared by the consultant and the Consultants Sub-consultants are Instruments of Service for use exclusively to this Project. The Consultant and the Consultants Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

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

LANDSCAPE ARCHITECTURE & PLANNING

1907 Commerce Lane, Suite 101
Jupiter, Florida 33458
561-575-9557 x102
www.2GHO.com

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. All attached drawings, specifications and other documents, including those in electronic form, prepared by the consultant and the Consultants Sub-consultants are Instruments of Service for use exclusively to this Project. The Consultant and the Consultants Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

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

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-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: 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 restaraunt 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 restaraunt 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 will 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 restaraunt 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 restaraunt 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 restaraunt on the canal. The unfortunate reality is that placing a waterfront bar restaraunt 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@jupier.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.

Bjarne & Maria Borg

Mailing address:
307 Old Jupiter Beach Road
Jupiter, FL 33477
USA

E-mail Bjarne: bjarne@borg.nu
Email Maria: maria@borg.nu
Email General: info@borg.nu

Mobile Bjarne: +1 561 427 4920
Mobile Maria: +1 561 427 4921
Tel land line: +1 561 745 8595

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.

Bjarne & Maria Borg

Mailing address:
307 Old Jupiter Beach Road
Jupiter, FL 33477
USA

E-mail Bjarne: bjarne@borg.nu
Email Maria: maria@borg.nu
Email General: info@borg.nu

Mobile Bjarne: +1 561 427 4920
Mobile Maria: +1 561 427 4921
Tel land line: +1 561 745 8595

- **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

Bjarne & Maria Borg

Mailing address:
307 Old Jupiter Beach Road
Jupiter, FL 33477
USA

E-mail Bjarne: bjarne@borg.nu
Email Maria: maria@borg.nu
Email General: info@borg.nu

Mobile Bjarne: +1 561 427 4920
Mobile Maria: +1 561 427 4921
Tel land line: +1 561 745 8595

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

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-

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

ATTACHMENT 3

From: matt.sipowski@icloud.com
To: John Sickler
Subject: Matt Sipowski Intervener Status
Date: Monday, September 9, 2024 9:55:32 AM

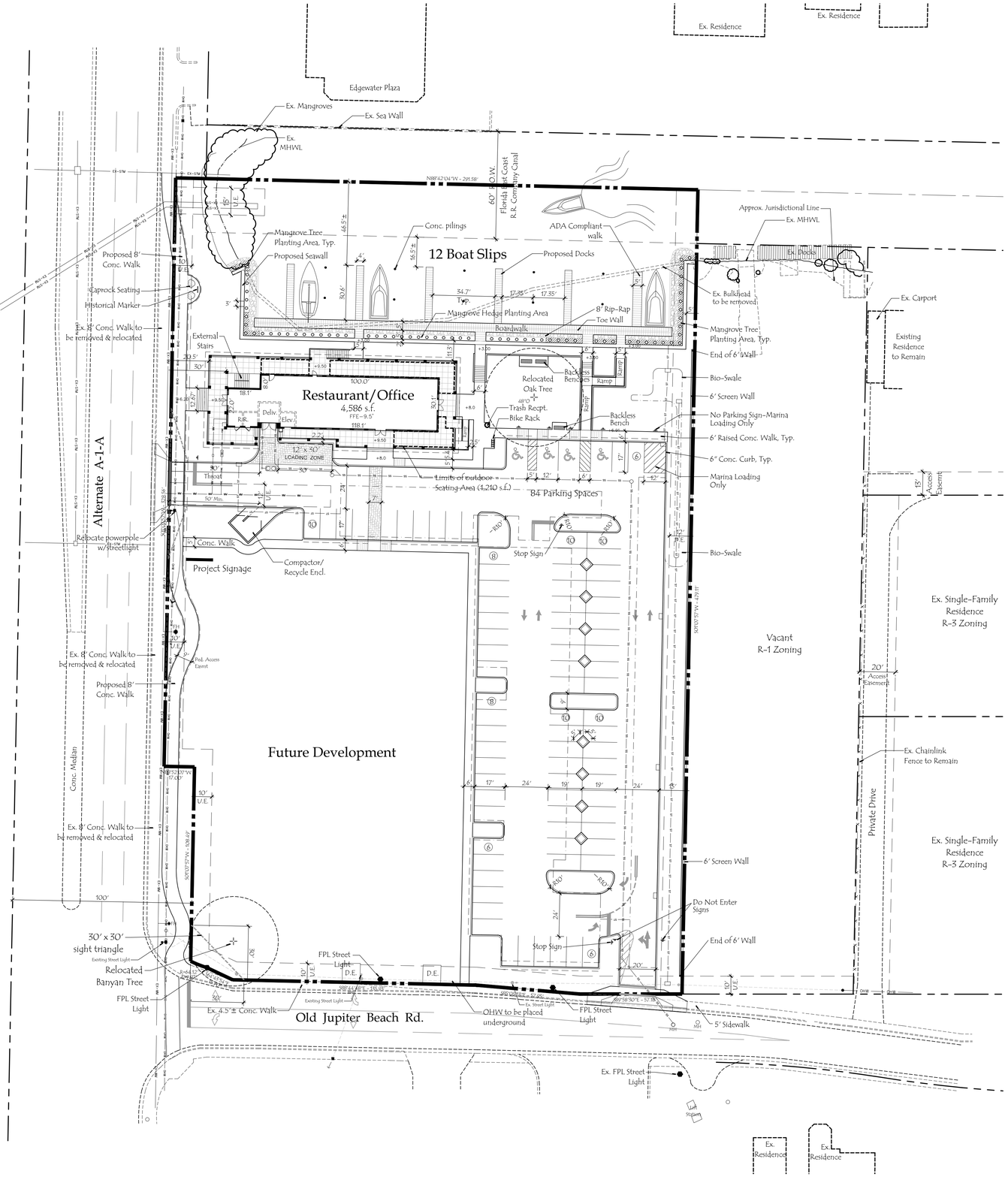
John,

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



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.

NORTH

0 5 30 60 90

© Copyright 2024 All Rights Reserved

2GHO
LANDSCAPE ARCHITECTURE & PLANNING
1907 Commerce Lane
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
7/31/24

Seal

LC C000177

Sheet Title:
Site Development Plan

Scale: 1" = 30'

Sheet No.
SP-1
00-0000

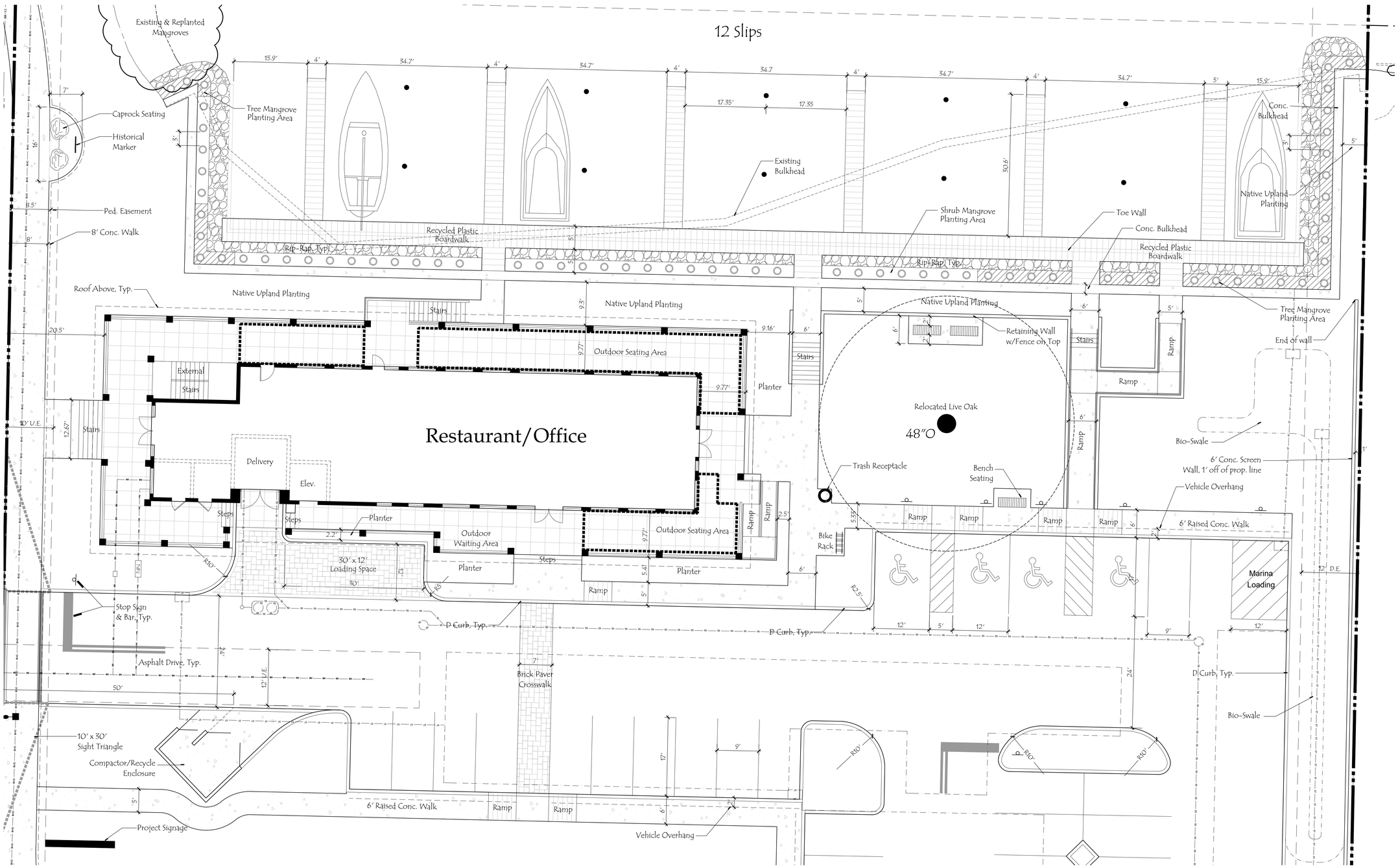
N:\Flagler Wharf\Drawing Files\RESTAURANT PLANS\6th Submittal\Flagler Wharf 7-31-24.dwg, 7/31/2024 10:52:37 AM, DWG To PDF.pc3

© Copyright 2024 All Rights Reserved

2GHO
LANDSCAPE ARCHITECTS & PLANNERS
1907 Commerce Lane
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
7/31/24

Seal

LC C000177

Sheet Title:
Site Area Enlargement

Scale: 1" = 10'

Sheet No.
SP-2

00-0000

N:\Flagler Wharf\Drawing Files\RESTAURANT PLANS\6th Submittal\Flagler Wharf 7-31-24.dwg, 7/31/2024 10:53:33 AM, DWG To PDF.pc3

Ground Loop Bike Rack, High-Capacity Commercial Grade Loop Bike Rack, Manuf. by Belson Outdoors, 1-800-323-5664, Black Finish, Surface Mounted, Model #SBR8, holds 8 bikes.

Bike Rack Detail

N.T.S.

Belson Outdoors Township Trash Receptacle, 32 Gallon, White Oak, with Dome top lid, Black Frame. 1-800-323-5664

Trash Receptacle

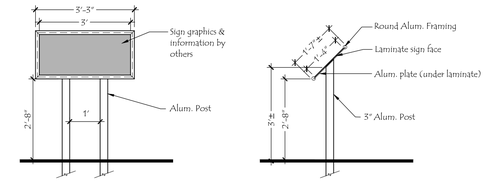
N.T.S.

Belson Outdoors Palisade Wood Bench, White Oak, Black Frame, Surface Mount, 1-800-323-5664

Belson Outdoors Boulevard Wood Bench, White Oak, Black Frame, Surface Mount, 1-800-323-5664

Bench Details

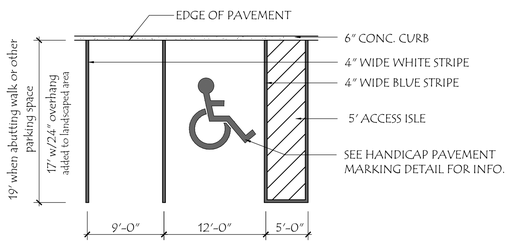
N.T.S.



- All alum. components to be bronze in color.
- Actual size of sign may vary depending on final grafic layout.

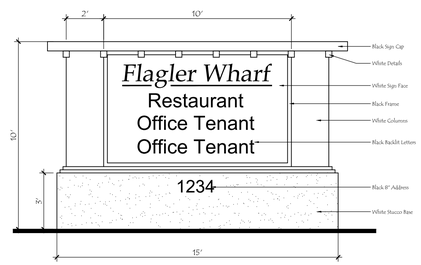
Interpretive Signage

N.T.S.



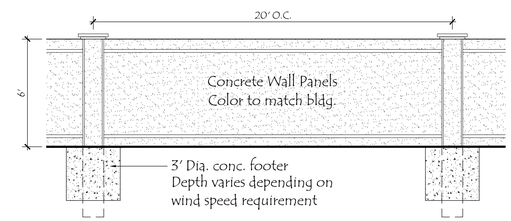
Parking Stall Detail

N.T.S.



P-8 Freestanding Sign

N.T.S.



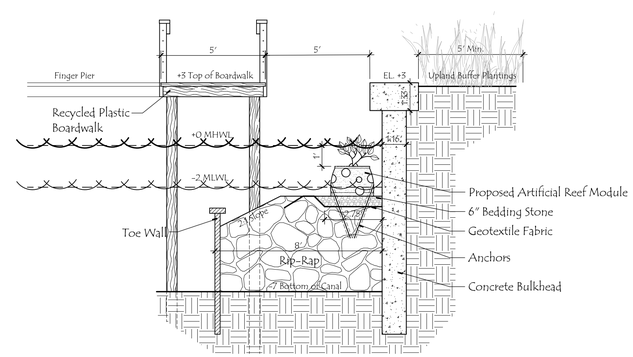
6' Screen Wall Detail

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.

© Copyright 2024 All Rights Reserved

2GHO
LANDSCAPE ARCHITECTS & PLANNERS
1907 Commerce Lane
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
7/18/24

Seal

LC C000177

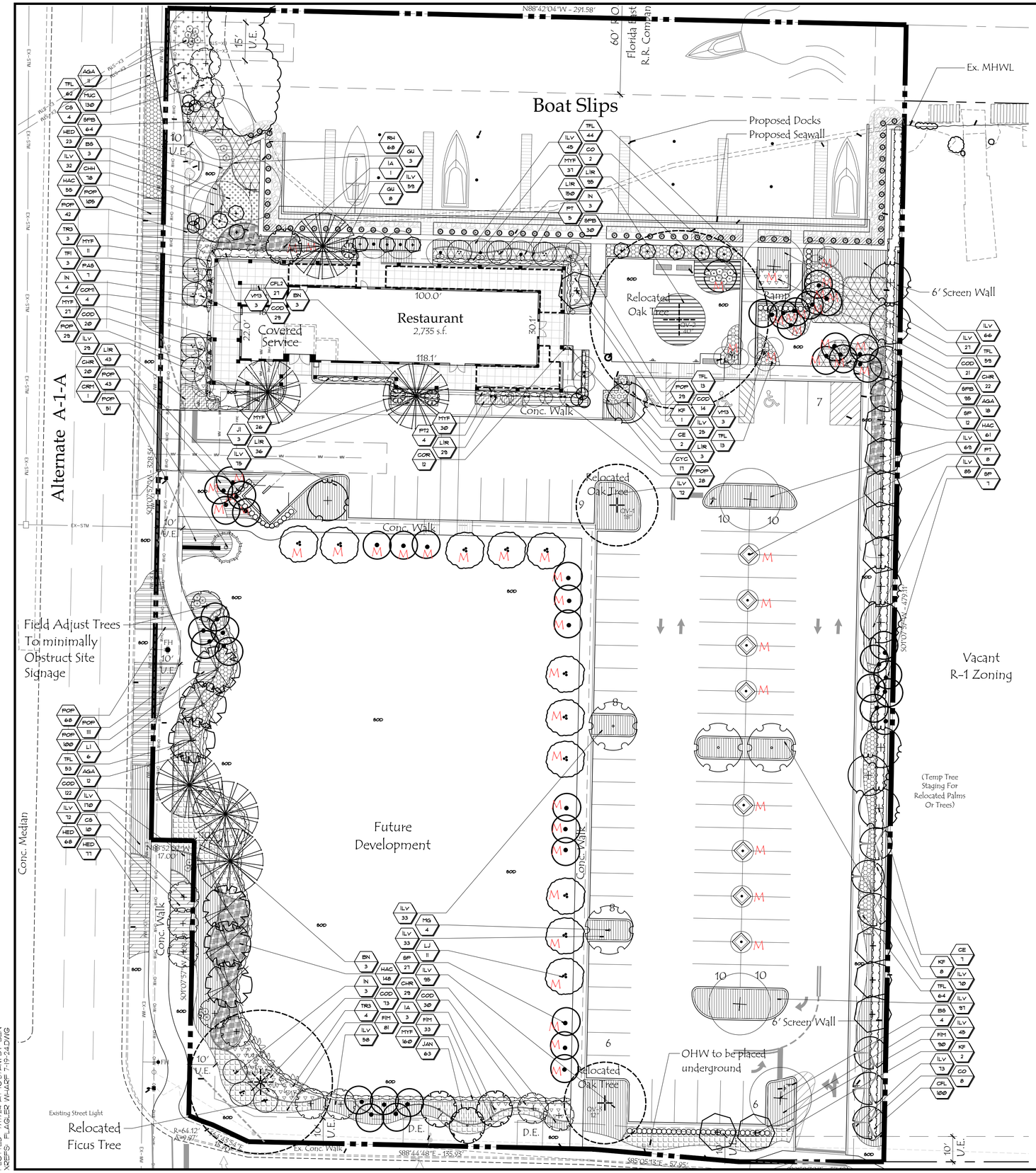
Sheet Title: Site Development Details

Not to Scale

Sheet No. SP-3

00-0000

N:\Flagler Wharf\Drawing Files\RESTAURANT PLANS\6th Submittal\Flagler Wharf 7-31-24.dwg, 7/31/2024 10:54:37 AM, DWG To PDF.pc3



Landscape Data

Misc. Data

VEHICULAR COVERAGE	53,701 S.F.
TOTAL PERVIOUS AREA	56,025 S.F. (55.2%) (Water N.I.C.)
TOTAL IMPERVIOUS AREA	49,2749.98 S.F. (47.8%) (Water N.I.C.)
GREENSPACE REQUIRED:	30% (31,591 S.F.) (Water N.I.C.)
GREENSPACE PROVIDED:	55.2% (56,025 S.F.) (Water N.I.C.)
INT. LANDSCAPE AREA REQUIRED:	6,740 S.F. (20% OF VEHICULAR USE AREA)
INT. LANDSCAPE AREA PROVIDED	45,589 S.F. (48.2%) (Water N.I.C.)

Tree Requirements

FOUNDATION TREES REQ.: (1/250 S.F.)	3 TREES
FOUNDATION TREES PROVIDED:	3 TREES
PARKING LOT TREES REQ.: (1/ISLAND)	11 TREES
PARKING LOT TREES PROVIDED:	27 TREES (INCLUDES RELOCATED CREDITS)
EXTRA INTERIOR TREES PROVIDED:	42 TREES (INCLUDES RELOCATED CREDITS) (PALMS 3:1)
PERIMETER TREES REQ. (1/25 L.F.)	61 TREES (1,448.5 L.F.) (INCLUDES 2 DROVIS 48")
PERIMETER TREES PROVIDED	78 TREES (INCLUDES RELOCATED CREDITS)(PALMS 18.8%)
TOTAL TREES REQ.	75 TREES
TOTAL TREES PROVIDED	150 TREES (INCLUDES RELOCATED) (PALMS 3:1) (THE 27 ADDITIONAL TREES REQUIRED TO MEET PER CODE COMPLIANCE CASE # 20-000667 ARE INCLUDED AS PART OF THE ADDITIONAL TREES PROVIDED ON SITE THAT EXCEED THE CODE REQUIRED MINIMUMS) M INDICATES MITIGATION TREES TO ADDRESS CASE# 20-000667 (PALMS 3:1)

	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% (568 OUT OF 568)
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%	59.7% (3,148 OUT OF 4,478)
DROUGHT TOLERANT GROUNDCOVER REQUIREMENT	50%	100% (568 OUT OF 568)
TOTAL DROUGHT TOLERANT VEG. PROVIDED	50%	71.2% (3,435OUT OF 4,820)

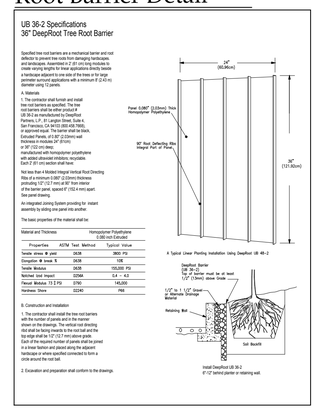
Building Foundation Planting Requirements

BUILDINGS (X4)	BUILDING PERIMETER	MIN. PERIMETER PLANTING REQ. (40%)	PERIMETER PLANTING PROVIDED	FOUNDATION PLANTING AREA REQUIRED (PERIMETER X 5.75)	FOUNDATION PLANTING PROVIDED	FOUNDATION TREES REQUIRED (1 PER 250 S.F. OF REQ.)	FOUNDATION TREES PROVIDED
RESTAURANT	511 L.F.	124.4 L.F. (40%)	281 L.F. (90.3%)	466.5 S.F.	1,357 S.F.	2	3

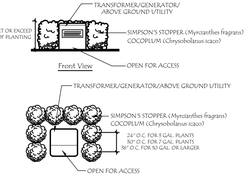
Landscape Notes:

- ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM, EQUIPPED W/A RAIN SENSOR.
- IRRIGATION SHALL BE PROVIDED FROM ON SITE WELL.
- ALL MECHANICAL/ELECTRICAL EQUIPMENT SHALL BE SCREENED FROM VIEW. ON THREE (3) SIDES WITH AN APPROVED HEDGE MATERIAL. HEIGHT OF HEDGE SHALL BE EQUAL TO OR GREATER THAN THE HEIGHT OF THE UTILITY BEING SCREENED.
- CONTRACTOR SHALL PROVIDE A 3-4" DIA. MULCH RING AROUND ALL TREES THAT ARE NOT LOCATED WITHIN A LANDSCAPE BED
- ALL PLANTING BEDS/ISLANDS SHALL BE FREE OF SHELLROCK AND CONSTRUCTION DEBRIS. EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS AND BACKFILLED WITH THE SPECIFIED BACKFILL MIXTURE
- ROOT BARRIERS SHALL BE INSTALLED FOR ALL TREES LOCATED WITHIN SIX FEET OF CURB, OR SIDEWALKS IN PUBLIC RIGHTS OF WAY. TOTAL LENGTH SHALL BE 30' ALONG CURB AND 20' ALONG SIDEWALK, CENTERED ON THE TREE.
- VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM PROPERTY LOCATED WITHIN THE TOWN OF JUPITER.
- EXISTING PRESERVED AND/OR RELOCATED TREES SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS BY AN ISA CERTIFIED ARBORIST PRIOR TO C/O.
- AT TIME OF PLANTING, PERIMETER TREES SHALL BE SPACED IN A WAY THAT COMPLIMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT, DEVELOPED PROPERTIES.
- SOD AND IRRIGATION SHALL BE PROVIDED WITHIN THE ROW BETWEEN THE SIDEWALK AND THE CURBING
- ALL TREES UNDER FPL POWER LINES ARE REQUIRED TO COMPLY WITH THE FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE" GUIDELINES.
- ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MIN. OF 6" ABOVE THE TOP OF CURB.
- ALL PLANT MATERIAL SHALL MEET THE FLORIDA GRADES AND STANDARDS OF FL. #1 QUALITY OR BETTER.

Root Barrier Detail



Above-Ground Utility Landscape Screening Detail



- ALL ABOVE GROUND UTILITIES SHALL BE SCREENED FROM VIEW ON 3 SIDES FROM ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF WAY.
- CONTRACTOR SHALL ADHERE TO UTILITY OWNERS PLANT SETBACK REQUIREMENTS

Plant Legend

Crape Myrtle 'Natchez'	Alexander Palm 'Double'
Live Oak	Southern Magnolia
Silver Bismarck Palm	
Holly 'Eagleston'	Triple Montgomery Palm
Gumbo Limbo	Windmill Palm
Orange Geiger	Lignum Vitae
Sabal Palm	Red Mangrove
Silver Buttonwood	Liriopi 'Super Blue'
Black Ironwood	Sand Cord Grass
Green Buttonwood	Cocoplum 'Horizontalis'
Croton Std.	Croton 'Magnificent'
Ligustrum	Podocarpus 'Pringles'
Jatrpoha	Ficus 'Green Island'
Thatch Palm 'Triple'	Florida Gamma Grass
Holly 'Nellie R. Stevens'	Dwarf Firebush
Alexander Palm 'Single'	

Ilex	
Pink Muhly Grass	
Dune Daisy	
Lemon Grass	
Star Jasmine	
Spineless Agave	
Ti Plant 'Auntie Lou'	
Simpson's Stopper	
Cocoplum 'Red Tip'	
Small leaf Clusia	
Relocated Live Oak	
Relocated Strangler Ficus	

0 10 20 40 60

© Copyright 2018 All Rights Reserved

Gentile Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

LANDSCAPE PLAN

Flagler Wharf

Jupiter, Florida

Designed: BRD
Drawn: BRD
Approved: GGG/EOM/MTH
Date: 01/09/23
Job no.
Revisions: 04/07/23
07/17/24 06.22.23
09/25/23
05/04/24
05/05/24
05/31/24
06/20/24

Seal

LC 0000177

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

Sheet No.
LP-1

22-0000

FILES: N:\FLAGLER WHARF\02A WING FILES\RESTAURANT PLANS\5TH SUBMITTAL\FLAGLER WHARF LANDSCAPE.DWG
PLOTTED: 7/17/24 AT 10:37AM BY: BEN
XREFS: FLAGLER WHARF 7-19-24.DWG

Plant List

TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE	REMARKS
BS	7	BURSERA SIMARUBA	GUMBO LIMBO	12'	7-8'	2" MIN.	A.S.	V	Y	6' C.T. MIN. FULL SPECIMEN
CE	9	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	12 FT.	6-7'	HEAVY	A.S.	V	Y	FULL & THICK TO BASE 3' C.T.
CS	14	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	10'	6 FT.	3.5 IN.	A.S.			FULL, STANDARD, 3' C.T.
CO	10	CORDIA SEBESTENA	GEIGER TREE	12'	5-6'	2.5"	A.S.	V	Y	FULL DENSE CANOPY MATCHED
IA	4	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12 FT.	7-8'	2.5"	A.S.	V	Y	FULL & THICK, FULL TO BASE
IN	10	ILEX ATTENUATA 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	7'	4-5'	1.5"	A.S.	M	Y	FULL & THICK 2' C.T.
JI	3	JATROPHA INTEGERRIMA	JATROPHA	4'	3-4 FT.		A.S.	L	N	FULL DENSE CANOPY, STANDARD
KF	11	KRUGIODENDRON FERREUM	BLACK IRONWOOD	10'	5-6'	2" MIN.	A.S.	V	Y	FULL DENSE CANOPY
LI	6	LAGERSTROMIA INDICA 'NATCHEZ'	CRAPE 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	Y	STAGGER HEIGHTS IN GROUPS, HURRICANE CUT 90% CURVED TRUNK C-S-J-BANANA (23 RELOCATED FROM SITE)
TR3	7	THRINAX RADIATA	FLORIDA THATCH PALM "TRIPLE"	5-6'	O.A.	TRIPLE	A.S.	V	Y	FULL & THICK, TRIPLE, MATCHED HEIGHTS
TF1	3	TRACHYCARPUS FORTUNEI	WINDMILL PALM	3-5'	O.A.	MULTI	A.S.	M	N	5 HEAD MINUMUM 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	SPINELESS AGAVE	18"	18"	#15	A.S.	M	N	FULL, 1 P.P.P.
COM1	4	CODIAEUM VAREGATUM '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	GUAIACUM SANCTUM	NATIVE LIGNUM VITAE	4-5'	3-4'	1"	A.S.	V	Y	

SHRUBS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
CHH	78	CHRYSOBALANUS ICACO 'HORIZONTAL'	HORIZONTAL COCOPLUM	10 IN.	14 IN.		2' O.C.			FULL & THICK TO BASE
CHR	71	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	24"	16"	#3 MIN	2' O.C.	V	Y	FULL TO BASE
CFL2	27	CLUSIA FLAVA	SMALL LEAF CLUSIA	30"	24"	#3	2' O.C.	V	Y	FULL TO BASE
CFL	100	CLUSIA FLAVA	SMALL LEAF CLUSIA	6'	36"	#3MIN	4' O.C.	V	Y	FULL TO BASE
COD	309	CODIAEUM VARIAGATA 'MAGNIFICENT'	CROTON 'MAGNIFICENT'	12 IN.	12 IN.	#3	2' O.C.	M	N	FULL & THICK TO BASE
CYC	17	CYMBOPOGON CITRATUS	LEMON GRASS	18"	18"	#3	2' O.C.	M	N	FULL DENSE CLUMP
FIM	204	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	12 IN.	12 IN.	#3	2' O.C.	M	N	FULL & THICK TO BASE
HAC	264	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	24"	18"	#3	2' O.C.	V	Y	FULL TO BASE
ILV	1330	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF	12 IN.	12 IN.	#3	2' O.C.	V	Y	FULL & THICK TO BASE
JAN	63	JASMINUM NITIDUM	STAR JASMINE	24 IN.	18 IN.	#3	2' O.C.	M	N	FULL TO BASE
LIR	356	LIRIOPE MUSCARI 'SUPER BLUE'	LIRIOPE 'SUPER BLUE'	14"	12"	#1	1.5' O.C.	M	N	FULL DENSE CLUMP
MUC	130	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	24"	18"	#3	2' O.C.	V	Y	FULL DENSE CLUMP
MYF	291	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	24"	16"	#3MIN	2' O.C.	V	Y	FULL TO BASE
POP	606	PODOCARPUS MACROPHYLLUS 'PRINGLES'	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	Y	FULL DENSE CLUMP
TFL	308	TRIPSACUM FLORIDANA	FLORIDA GAMMA GRASS	18 IN.	18 IN.	#3	2.5' O.C.	V	Y	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' TRELLIS	24"	#10	A.S.	M	Y	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	Y	FULL DENSE CLUMP

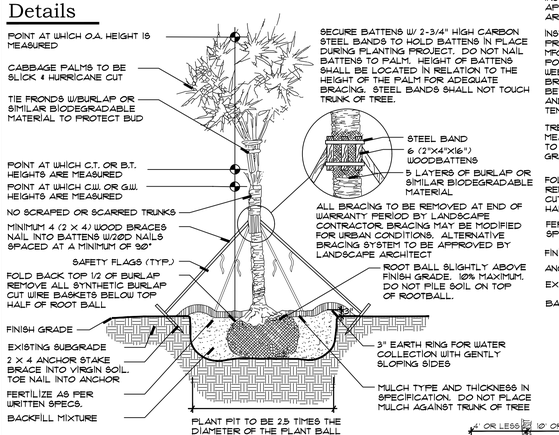
Marginal / Aquatics

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 ALERNATIVE METHODS	Y

- SOD: ST. AUGUSTINE
- MULCH: TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN., SHREDDED MELALUECA MULCH.
- ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM. EQUIPPED WITH A RAIN SENSOR.

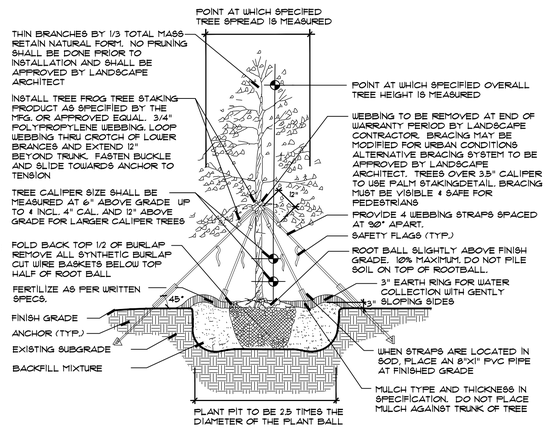
V = VERY DROUGHT TOLERANT
M = MODERATE DROUGHT
L = LOW DROUGHT
Y = NATIVE VEGETATION
N = NON-NATIVE VEGETATION

Details



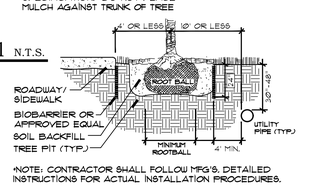
Palm Planting Detail N.T.S.

Tree Planting Over 3.5" Cal.

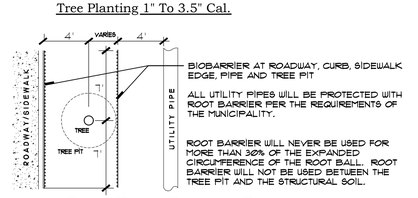


Tree Planting Detail N.T.S.

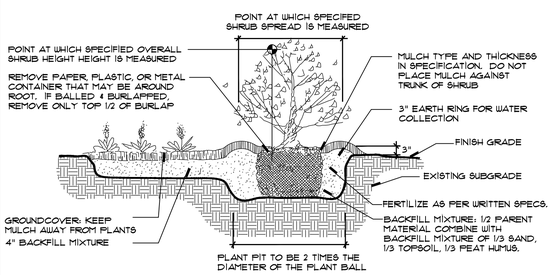
Tree Planting 1" To 3.5" Cal.



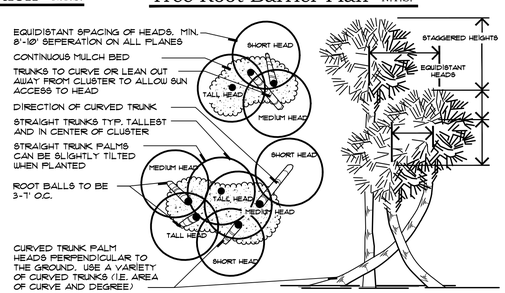
Tree Root Barrier Section N.T.S.



Tree Root Barrier Plan N.T.S.



Shrub & Ground Cover Planting Detail N.T.S.



Typical Cabbage Palm Layout N.T.S.

Specifications - Exterior Plants

1.4: QUALITY ASSURANCE:

SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE 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 APPILCATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDENTS 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 TOLANDSCAPE, 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, MOWING, PRUNING, RESETTING 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:

2.2:

2.3: 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
0.69 LBS OR 2.00 CUPS / 6-8' 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 6" 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 UV 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. 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.

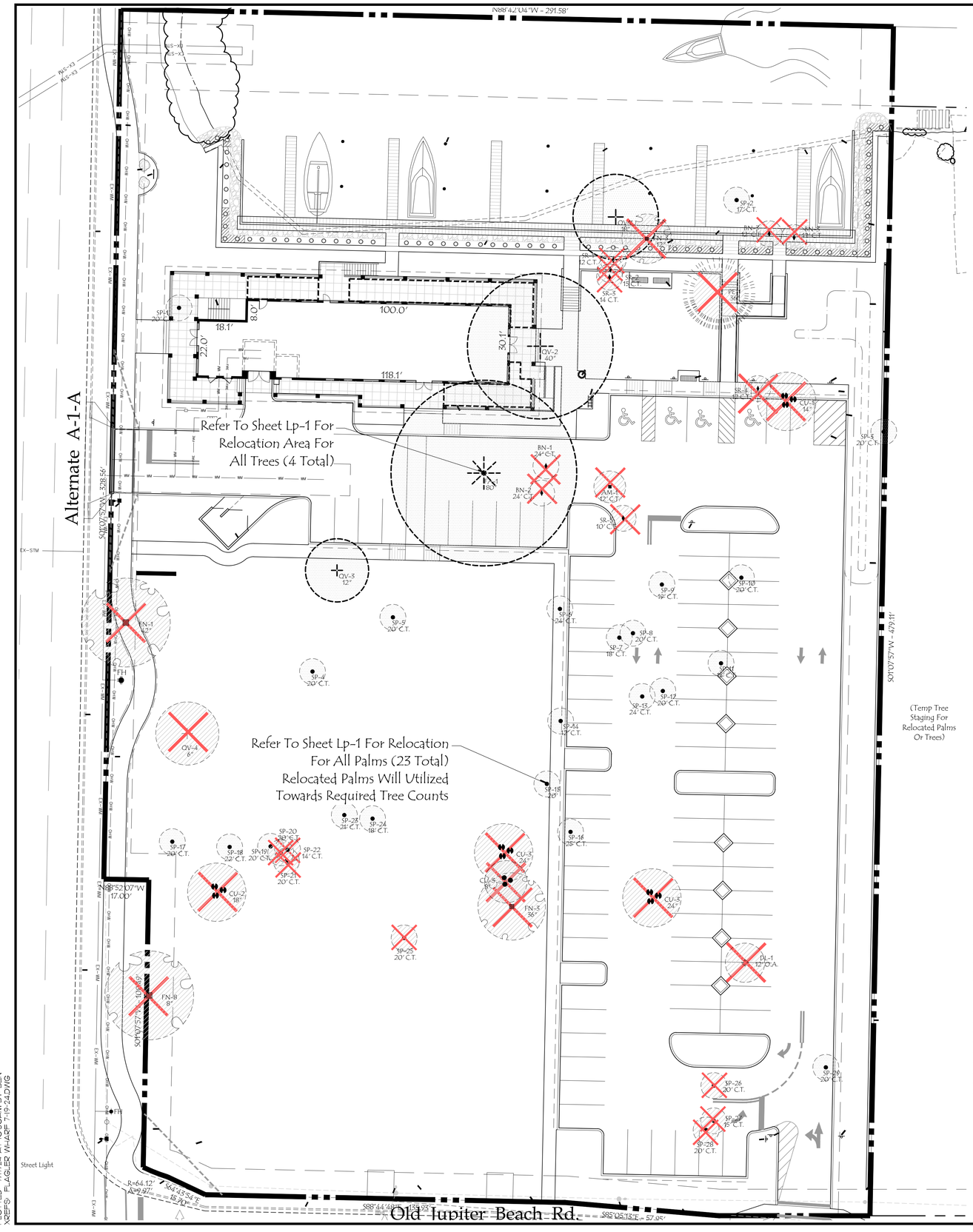
3.2: SODDING:

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 LAND



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)
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	Relocate	N/A	1
SP-17	*CABBAGE PALM*	20'	1	Dead	1	N/A
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	*STRAGNLER 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 & ENVIRONEMNTAL PRESRVATION & SECTION 26-121(2)
- ALL EXISTING NATIVE TREES & PALMS ON SITE ARE GIVEN CREDITS FOLLOWING TREE CREDIT 26-121(3) TABLE II FOR NATURALLY OCCURING 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

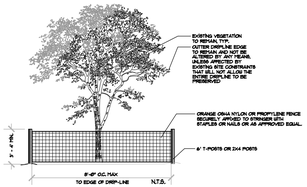
Plant Legend

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 TOUN 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 TOUN 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 CONTRACTORS SOLE EXPENSE. HOUEVER, 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 BARRIER AS NOTED AT THE EDGE OF THE TREE DRIP LINE OR GREATER WHERE CONDITIONS ALLOW.
- 6 FOOT WOODEN (OR EQUIVALENT) "T" 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 POLYPROPELENE 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

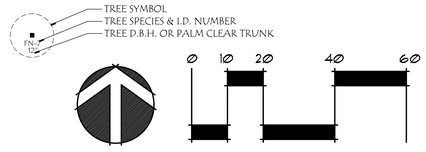
FENCING OF UNDISTURBED AREAS:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA OR TREE WITHIN A FENCE OR SIMILAR BARRIER AS SHOWN. 6' WOODEN (OR EQUIVALENT) "T" 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 2/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY & TREE BARRICADE SHALL BE BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING 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, COMPACTING 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.



© Copyright 2018 All Rights Reserved

Gentile Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

TREE DISPOSITION PLAN

Flagler Wharf

Jupiter, Florida

Designed: RRD
Drawn: RRD
Approved: GGG/EOM/MTH
Date: 04/07/23
Job no.
Revisions: 06.22.23
09/25/23
05/04/24
05/05/24
05/31/24
06/20/24
07/17/24

Seal

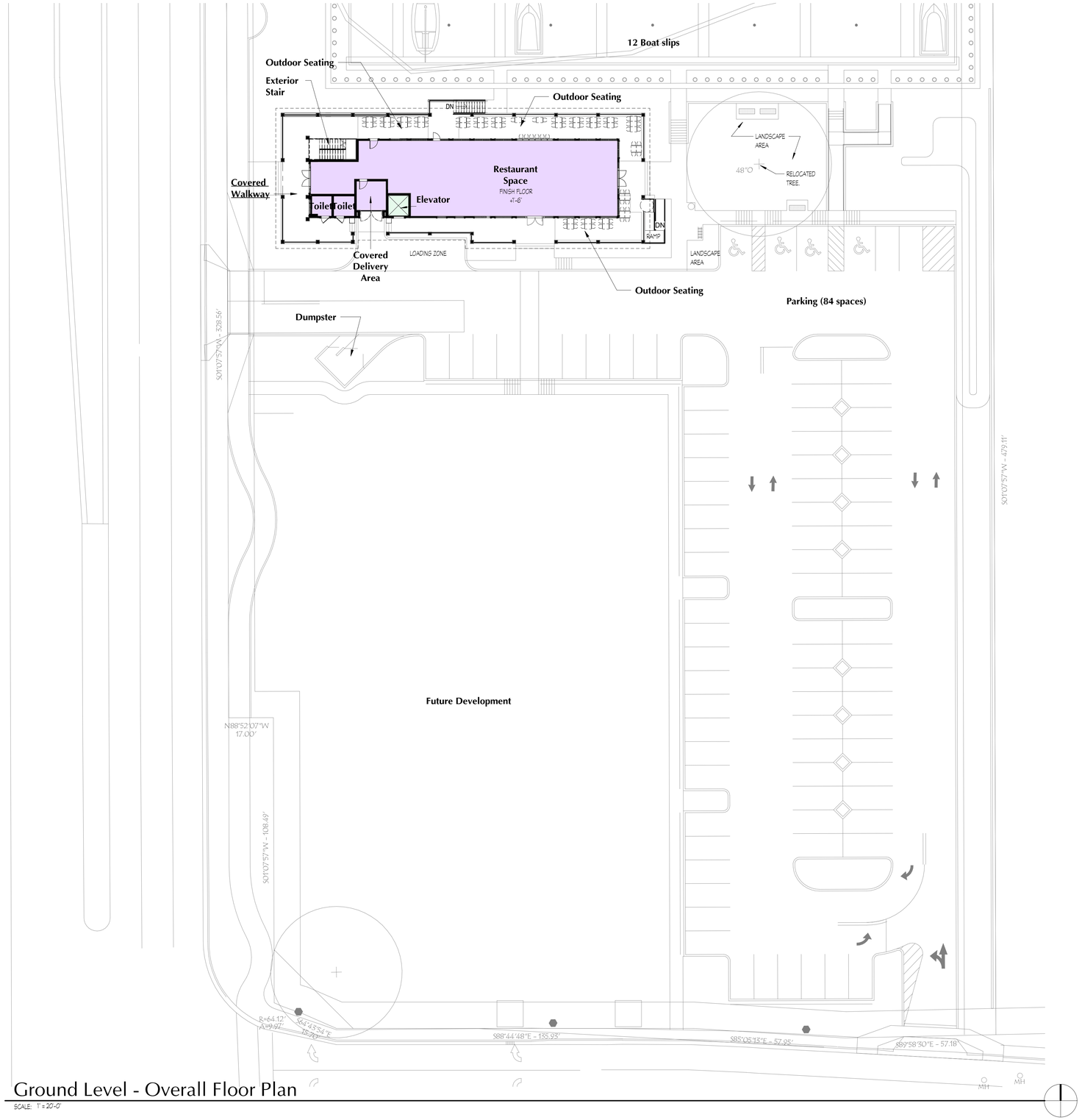
LC 0000177

Sheet Title:
Tree Disposition Plan

Scale: 1"=20'

Sheet No.
TD-1

22-0000



Ground Level - Overall Floor Plan

SCALE: 1" = 20'-0"

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST

Flagler Wharf

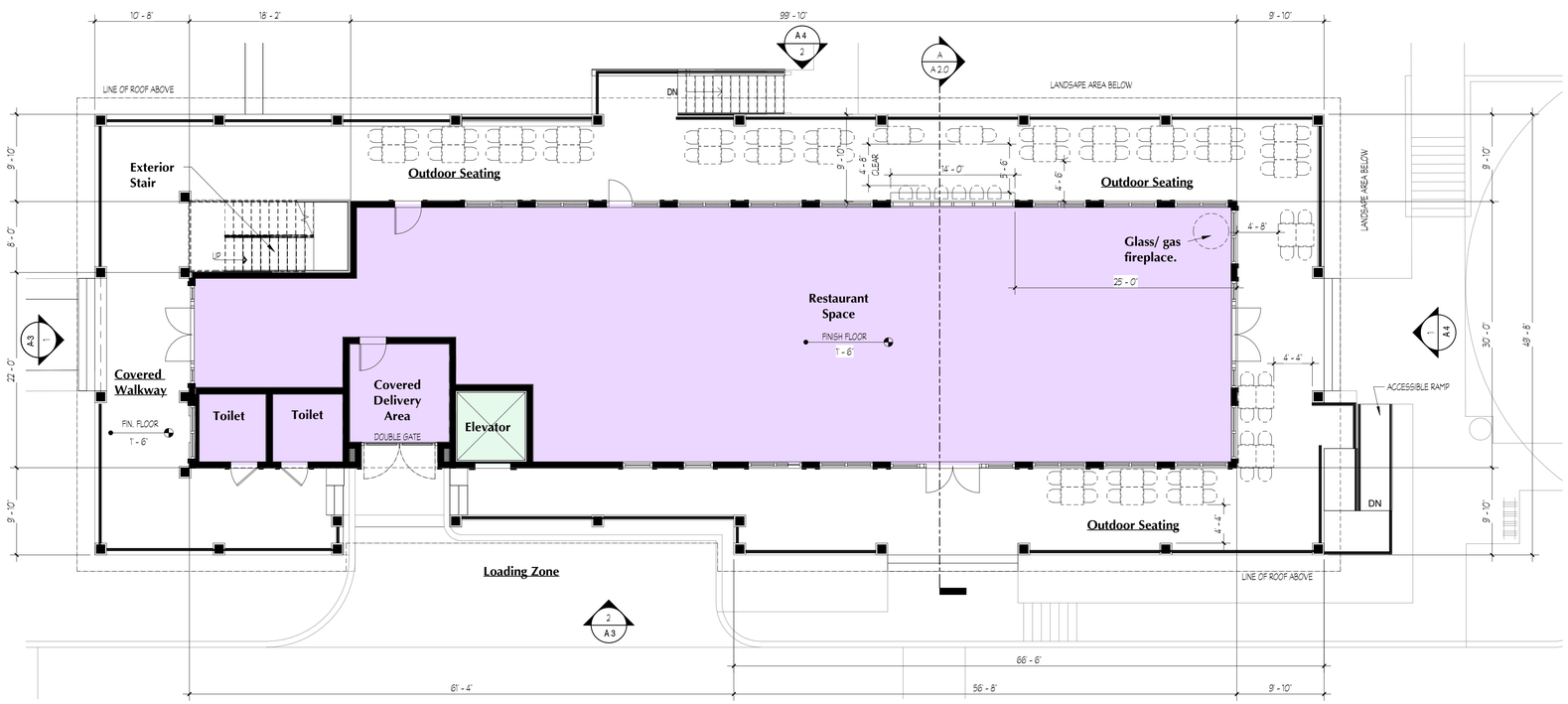
Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A
1.0



First Level - Floor Plan

SCALE: 1/8" = 1'-0"

Building Code Analysis

APPLICABLE CODES

- 2023 FLORIDA BUILDING CODE 8th EDITION - BUILDING
- 2023 FLORIDA BUILDING CODE 7th EDITION - ACCESSIBILITY
- 2023 FLORIDA FIRE PREVENTION CODE (8th EDITION) WHICH INCLUDES FLORIDA ADDITIONS OF THE FOLLOWING CODES:
  - 2021 NFPA 1 FIRE CODE
  - 2021 NFPA 101 LIFE SAFETY CODE
- 2018 NFPA 10 STANDARD FOR PORTABLE FIRE EXTINGUISHERS
- 2019 NFPA 13 STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS
- 2020 NFPA 70 NATIONAL ELECTRICAL CODE
- 2019 NFPA 72 NATIONAL FIRE ALARM CODE AND SIGNALING CODE
- 2018 NFPA 170 STANDARD FOR FIRE SAFETY & EMERGENCY SYMBOLS

Restaurant Building

CONSTRUCTION TYPE: VB (FBC CHAPTER 6)

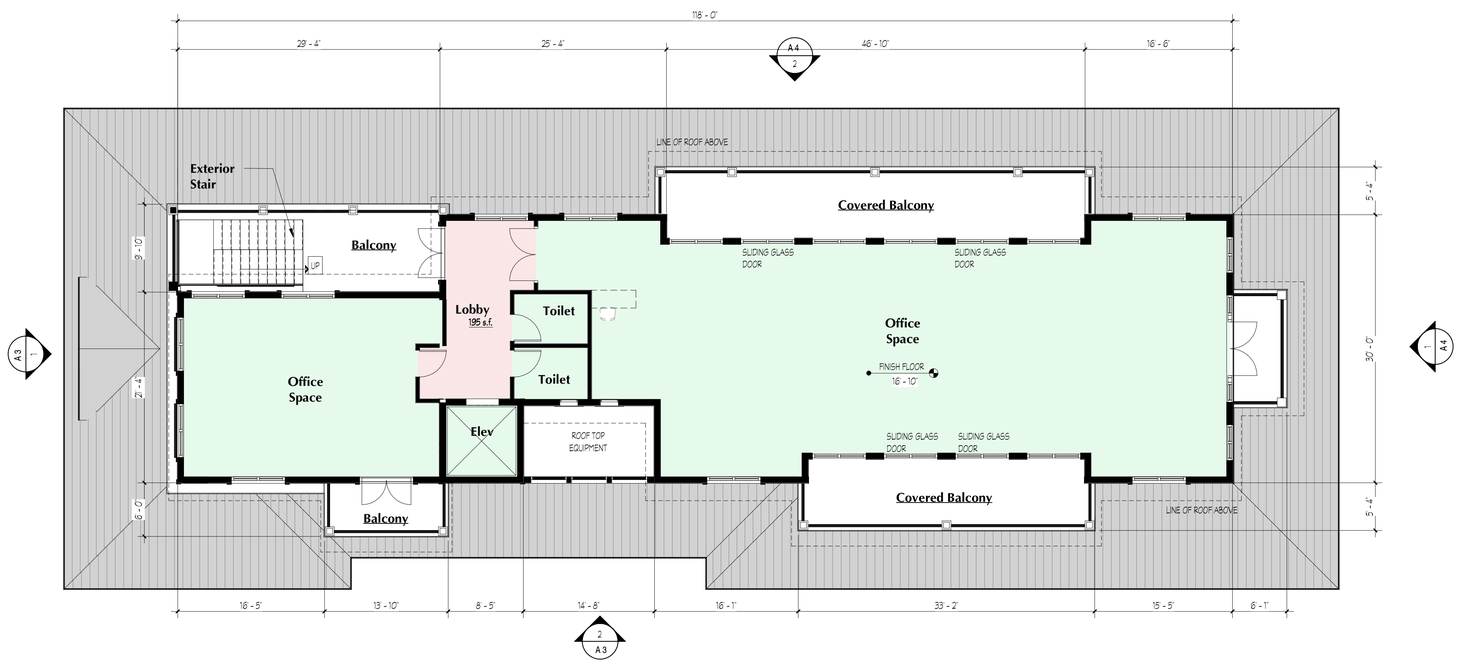
OCCUPANCY: ASSEMBLY GROUP A-2 (FBC 303.3)

FULLY SPRINKLERED: YES

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (FBC TABLE 601):

	FIRE RESISTANCE RATING:
STRUCTURAL FRAME	0 HOUR
BEARING WALLS- EXTERIOR	0 HOUR
BEARING WALLS- INTERIOR	0 HOUR
NONBEARING WALLS - EXT.	0 HOUR
NONBEARING WALLS - INT.	0 HOUR
FLOOR CONSTRUCTION	0 HOUR
ROOF CONSTRUCTION	0 HOUR

BUILDING HEIGHT:	ALLOWABLE:	60 FEET	(FBC T504.3a, 5)
	ACTUAL:	34'-2"	(AVERAGE SLOPED ROOF HEIGHT)
NUMBER OF STORIES:	ALLOWABLE:	4	(FBC TABLE 504.4, 5)
	ACTUAL:	2	
BUILDING AREA (PER FLOOR):	ALLOWABLE:	18,000 SF	(FBC TABLE 506.2, 5M)
	ACTUAL:	2,758 SF (2ND FLOOR) 195 SF (2ND FLOOR LOBBY)	
		3,376 SF (RESTAURANT) 1,210 SF (OUTDOOR DINING) 4,586 SF (1ST FLOOR)	
		7,539 SF (TOTAL)	



Second Level - Floor Plan

SCALE: 1/8" = 1'-0"

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST

Flagler Wharf

Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A
1.1

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST

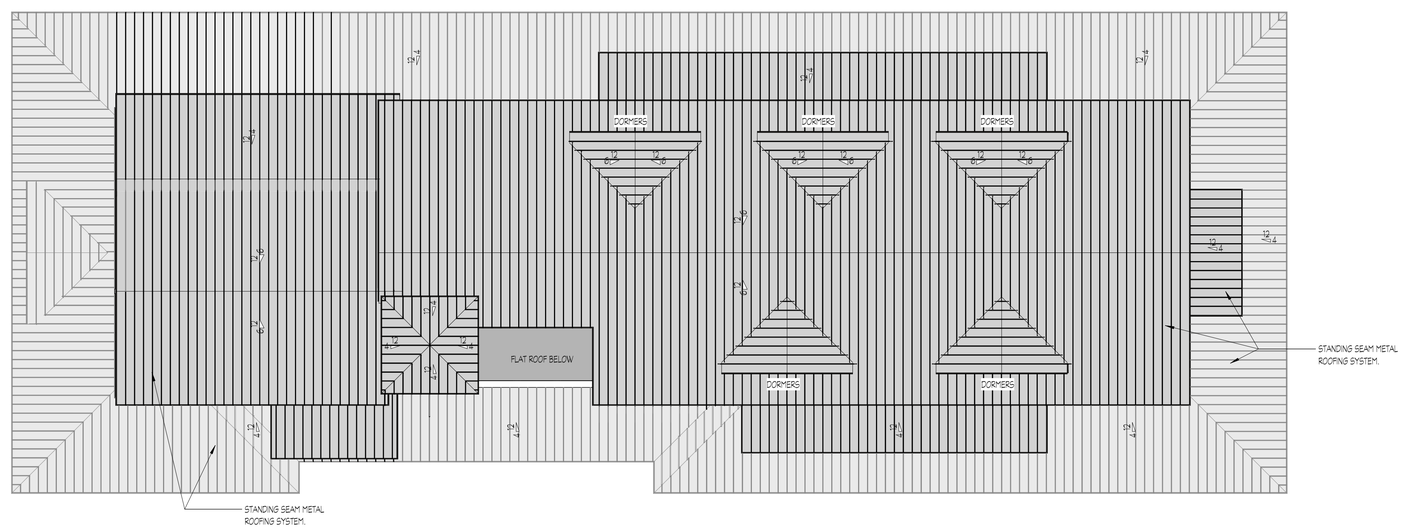
Flagler Wharf

Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

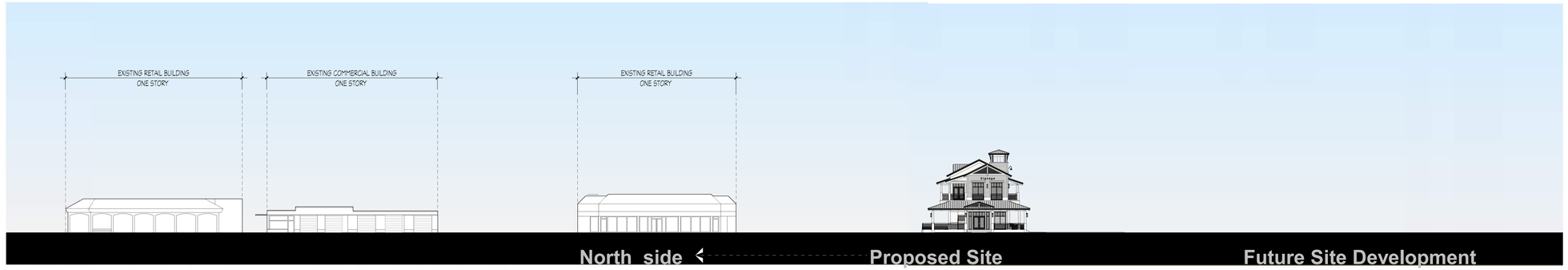
19 July 2024



Roof Plan

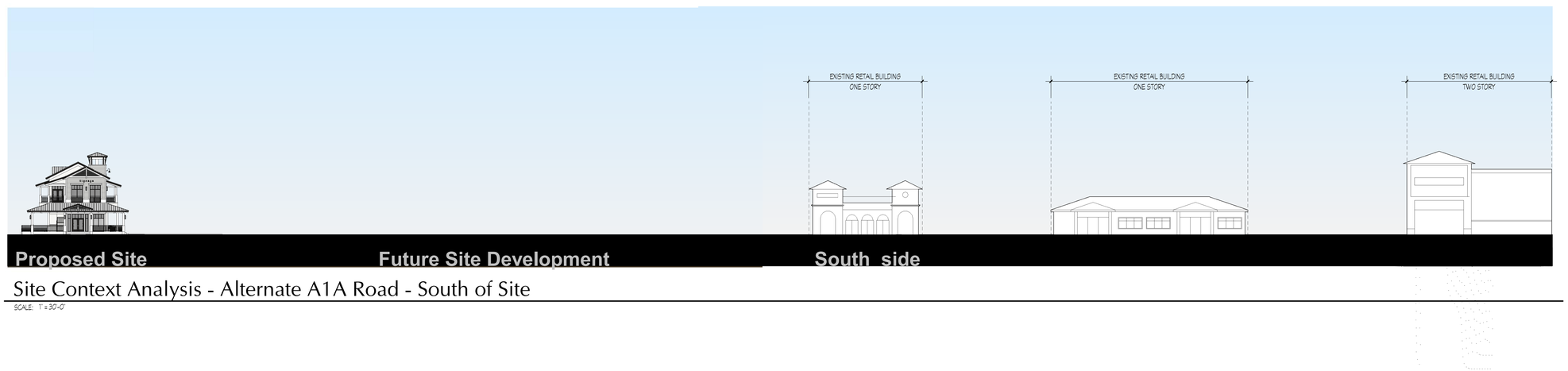
SCALE: 1/8" = 1'-0"

A
1.2



Site Context Analysis - Alternate A1A Road - North of Site

SCALE: 1" = 30'-0"



Site Context Analysis - Alternate A1A Road - South of Site

SCALE: 1" = 30'-0"

A
A2.0

Building Section

SCALE: 1/8" = 1'-0"

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST

Flagler Wharf

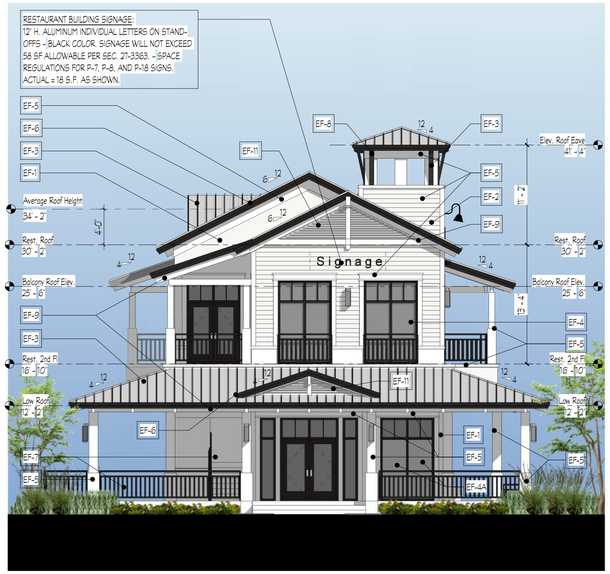
Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A 2.0



1 A 3 Building Elevation - West

SCALE: 1/8" = 1'-0"

2 A 3 Building Elevation - South

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

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST

Flagler Wharf

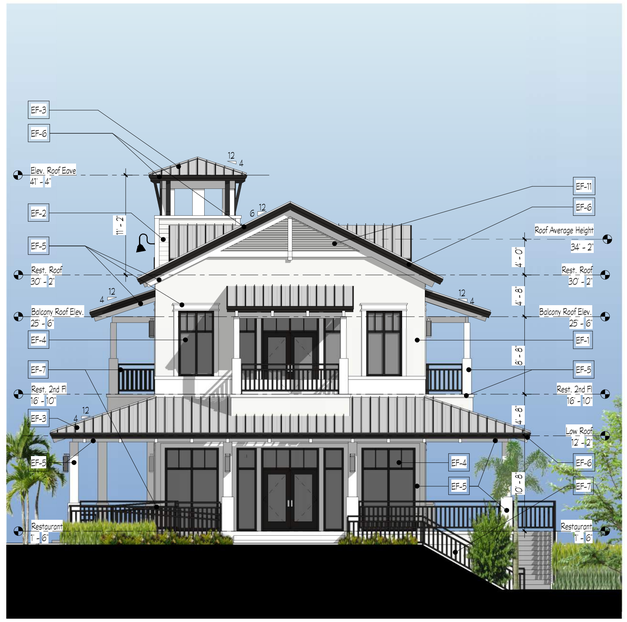
Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A 3



1
A 4

Building Elevation - East

SCALE: 1/8" = 1'-0"

2
A 4

Building Elevation - North

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST/

Flagler Wharf

Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A
4

LANDSCAPING DEPICTED IN THESE ARCHITECTURAL VIEWS IS SHOWN FOR REFERENCE ONLY AND IS NOT INTENDED TO DIRECTLY MATCH THE EXACT PLACEMENT, SPECIES AND COUNTS OF THE FINAL LANDSCAPE DESIGN. REFER TO THE LANDSCAPE PLANS AND SCHEDULES FOR DETAILED LANDSCAPE DESIGN INFORMATION.

North 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

East View (Restaurant Building)

West 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

LANDSCAPING DEPICTED IN THESE ARCHITECTURAL VIEWS IS SHOWN FOR REFERENCE ONLY AND IS NOT INTENDED TO DIRECTLY MATCH THE EXACT PLACEMENT, SPECIES AND COUNTS OF THE FINAL LANDSCAPE DESIGN. REFER TO THE LANDSCAPE PLANS AND SCHEDULES FOR DETAILED LANDSCAPE DESIGN INFORMATION.

West View (Restaurant Building)

West View (Restaurant Building)

Stephen Boruff, AIA
Architects + Planners, Inc.
AAC 002226

Architecture
Planning
Interior Architecture

901
Northpoint Parkway
Suite 101
West Palm Beach
Florida 33407

Stephen Boruff AR007995
Architect of Record

New Construction for:

INDEX INVEST/

Flagler Wharf

Jupiter Florida

NOT FOR CONSTRUCTION

SITE PLAN APPROVAL

19 July 2024

A
5

Flagler Wharf

Attachment 5

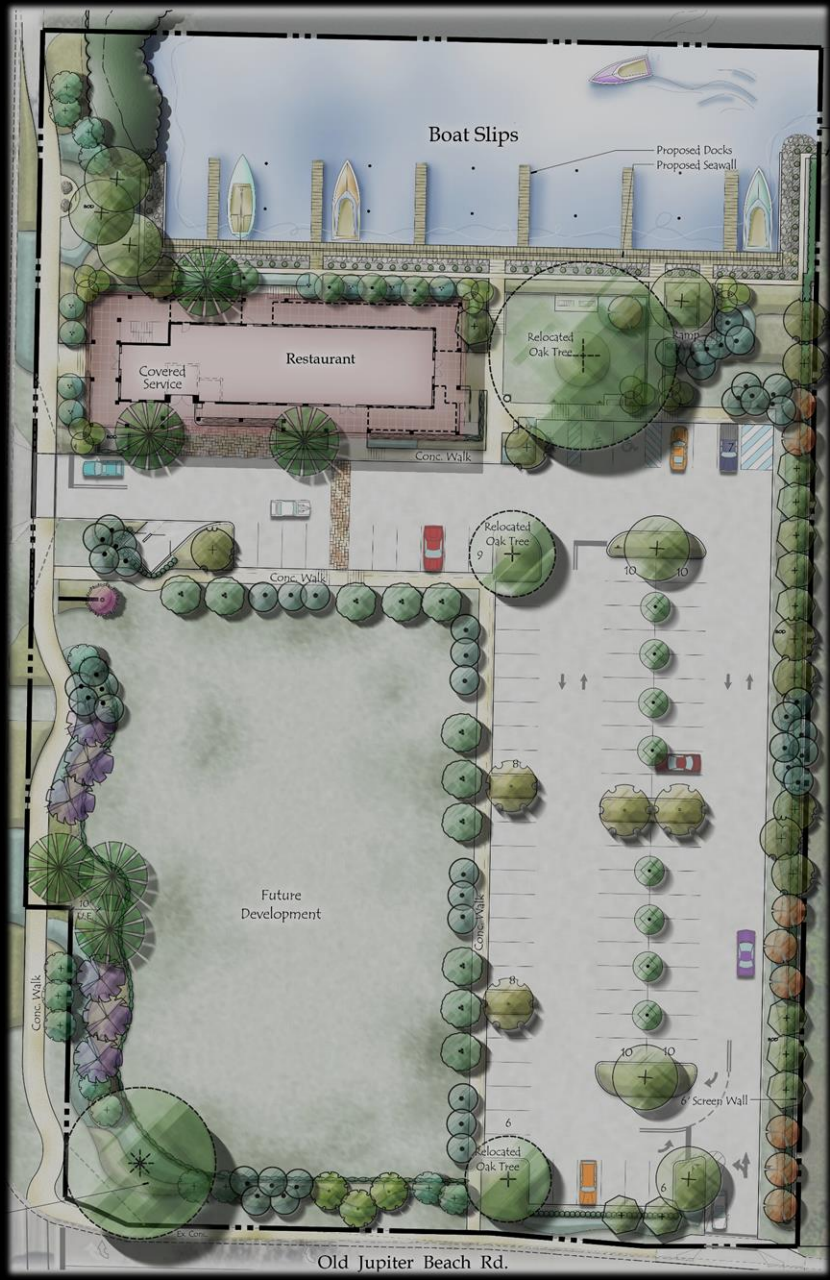
Town Council

November 19, 2024

Request

- Seeking a Use-by-Right Site Plan Approval to redevelop the pre-existing 2.95 ac. Bell's Mobile Home Park with a two-story 3,376 s.f. Waterfront Café with 1,210 s.f. of covered outdoor dining on the 1st floor and 2,758 s.f. of Professional Office to be located on the 2nd Floor.

- Also requesting a Special Exception to refurbish, reconfigure & restore the existing 50 yr. old, 14 boat slips to 12 slips;



Property Location

History

- Bell's Mobile Home Park – Approx. 31 homes & 14 slip marina until 2016;

History

- Property purchased by Index Investment Group & strongly suggested by town to relocate residents & clean up property.
- 2019 – Application filed for a Small Scale PUD for 85-bed ALF & Marina.

History

- Had initial discussions with town staff to rezone for residential uses, but town expressed desire for commercial uses within this corridor.
- Began new planning process in mid 2021 (retail, medical & prof. office, accessory residential, café & renovated marina).

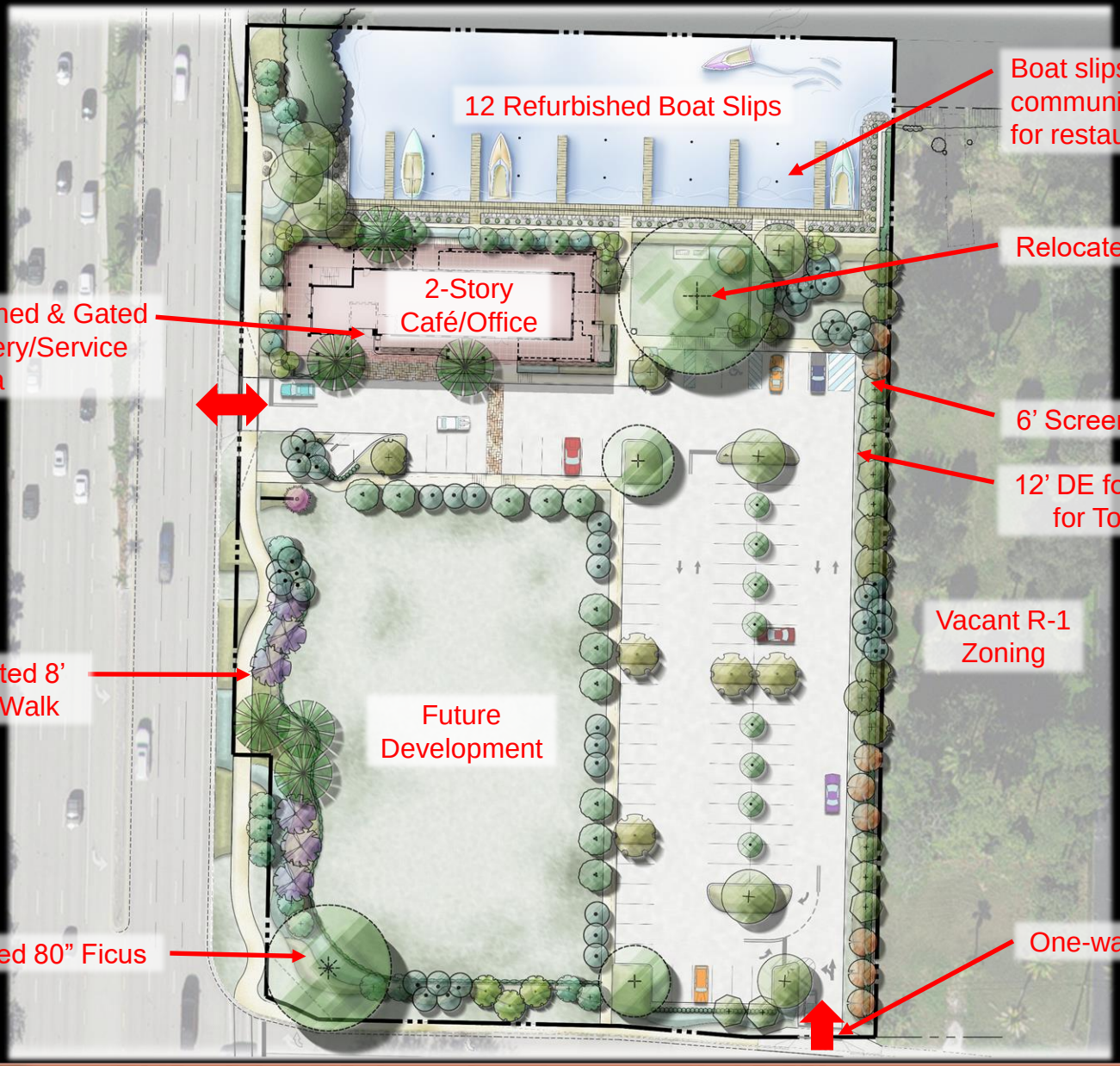
History

- Initial proposal went before PZ Commission in November, 2023 and received a recommendation for denial.

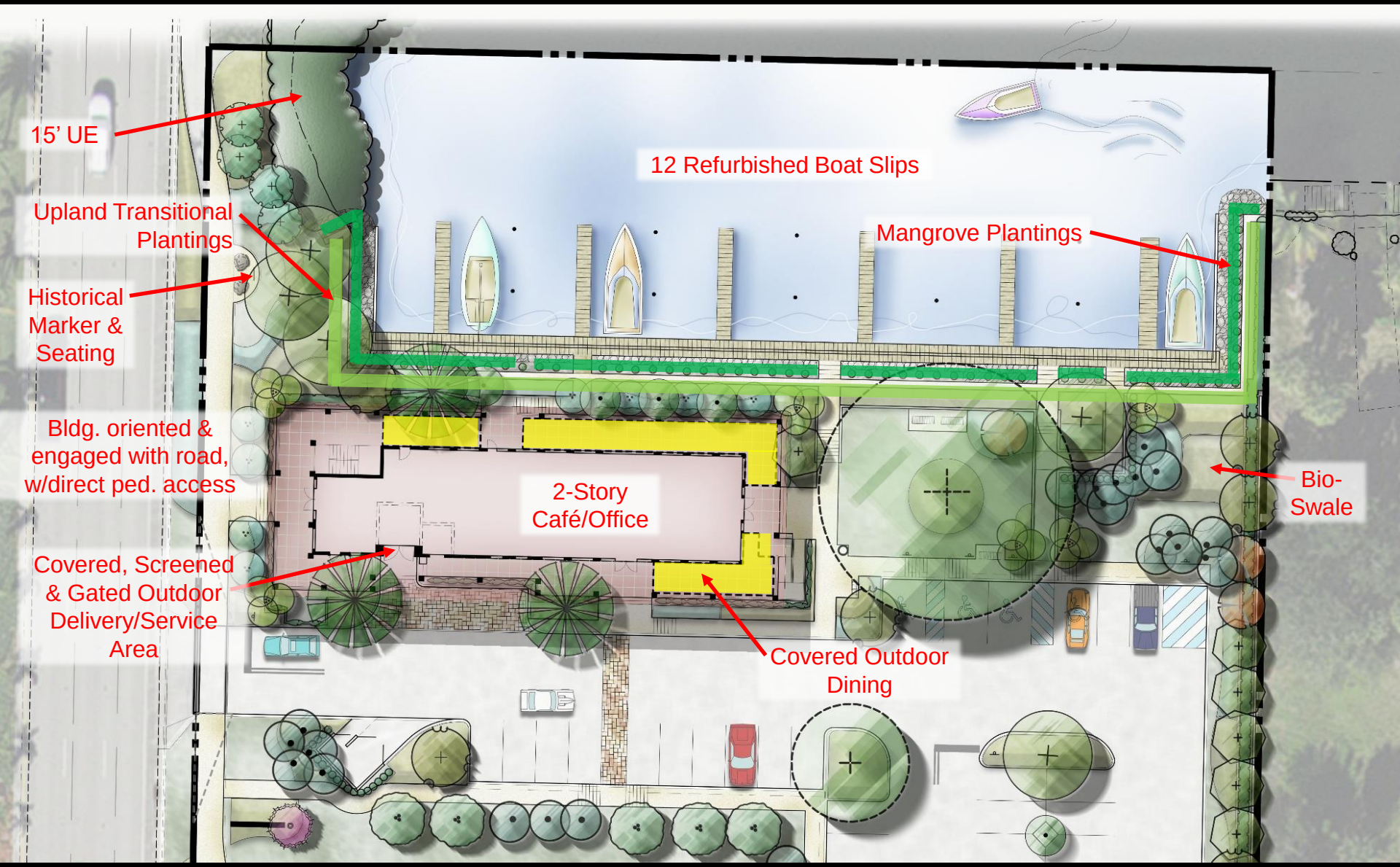
History

- In December of 2023, a meeting was held with staff to discuss alternatives to current site plan.
- March, 2024: Application of current plan was refiled to the Town.

Site Plan


12 Refurbished Boat Slips
Boat slips for community at large, not for restaurant use
Relocated 48” Live Oak
2-Story Café/Office
Covered, Screened & Gated Outdoor Delivery/Service Area
6’ Screen Wall
12’ DE for provided for Town use
Vacant R-1 Zoning
Relocated 8’ Conc. Walk
Future Development
Relocated 80” Ficus
One-way ingress

Site Plan Enlargement



Site Data

Total Site Area – 2.95 acres; incl. .38 ac. submerged lands
Commercial Land Use
C-2; General Commercial District
Center St./Alt. A1A ROA

Proposed Uses:

Use	Square Footage
Cafe	3,376 sf
Outdoor Dining	1,210 sf
Professional Office	2,738 sf
Private Docks	12 Slips

- Bldg. Ht: 34'-2"; 60' max. if parking below;
- Bldg. Lot Coverage: 7.1%; *35*% max. allowable;
- Green Space: 53.2%, incl. relocation of a public 8' meandering sidewalk onto property; *30*% min. allowable;
- 77 Parking Spaces Required
- 84 Parking Spaces Provided

Architectural Elevations

North Elevation

- Full standing metal seam roof
- Full wrap around covered porch on 1st flr.
- 2nd flr. balconies
- A lot of windows
- Decorative tower elements
- Decorative Lighting

- Roof top dormers
- Decorative Brackets
- Exposed rafter tails
- Decorative alum. fixed shutters
- 2nd flr. horizontal siding

Architectural Elevations

South Elevation

Architectural Elevations

East Elevation

West Elevation
(facing on A1A)

Architectural Renderings

SE Corner of Bldg.

Architectural Renderings

N. Side of Bldg. Facing Slips

Architectural Renderings

E. Side of Bldg. Facing Green Space

Architectural Renderings

W. Side of Bldg. Facing A-1-A

Architectural Renderings

W. Side of Bldg. Facing A-1-A

Architectural Renderings

NW Corner of Bldg. Facing A-1-A

Marine Environmental Enhancements/Benefits

- SFWMD has permitted & stated "No adverse water quality impacts are anticipated as a result of the proposed project";
- SFWMD also states that "No benthic resources or seagrasses currently exist in the area" (marine life food sources such as: starfish, oysters, clams, sea cucumbers, seagrass, etc.);
- FL Dept. of State, Div. of Historical Resources indicates that "no significant archaeological or historical resources are recorded in the project area";
- NO liveaboards allowed;
- NO commercial vessels;
- NO ship store;
- NO fueling or fish cleaning facilities allowed;
- Dredging of up to 4' of silt and debris from canal floor & expanding the dead-end turning basin.

Marine Environmental Enhancements/Benefits

- Plans meet ALL Comp Plan Policies & provides the following marine improvements:
  - Concrete pilings to encourage oyster growth;
  - Provides required shoreline buffer zone for 100% of upland edge;
  - Provides Mangrove plantings along 100% of marina edge;
  - Provides educational/historical signage, including Manatee & Sea Turtle zone signage;
  - Increased flushing capability through slight widening of Canal dead-end; and annual flow of approx. 41 MG of filtered stormwater from Juno Street & future stormwater flow from OJBR.

Project Benefits

- Since purchasing the property in 2016, the Index Investment Group has relocated the residences, removed the blighted & dilapidated homes & completely cleaned the property;
- Provided the Town an easement for a storm pipe into the canal basin to alleviate drainage issues west of Old Dixie Hwy., which also assists in flushing the canal;
- Will be providing the Town an easement for a storm pipe into the canal basin to alleviate drainage issues on OJBR;
- Relocating & raising 4-5', a 48" Live Oak & 80" Ficus, currently at risk of dying due to the very low grade of the property and the salt water intrusion;
- Will provide safer pedestrian experience, by completely removing the existing sidewalk abutting Alt. A1A, & placing it into the property, providing an 8' landscaped separation from the roadway;
- Undergrounding OHW's along OJBR;
- Refurbishing, restoring & dredging the 50+ yr. old bulkhead, boat slips & basin;
- Shifting the existing bulkhead & slips slightly southward, to remove the boat slips from the canal ROW, which also helps with tidal flushing;
- Refurbished boat slips will continue to provide water access to Jupiter residents who are not as fortunate to live on the water;
- Will place historic marker near marina along the sidewalk to inform & celebrate the history of this area, as well as educational signage regarding the marine environment & habitat;
- Project will make environmental enhancements to the canal by utilizing rip-rap, planting mangroves & concrete pilings to stimulate marine life & providing upland habitat;

Conclusion

- PBC Traffic Division has determined that the proposed development meets the Traffic Performance Standards of Palm Beach County;

- Boat slip improvements have current approvals from SFWMD & Army Corp. of Eng.;

- Requesting NO variances as project meets ALL Special Exception and Site Plan Review criteria and is compliant with all zoning codes and comp plan requirements;

- Provides a substantial increase in Ad Valorem taxes;

- Landscape Plan exceeds all code requirements, in addition to mitigating for all existing trees;

- The quality level of this commercial redevelopment will set the standard for other parcels to follow within this corridor;

- Agree to ALL Conditions of Approval.

TOWN OF JUPITER
Authorizing a waiver of conflict for Jones Foster Law Firm.

DATE	November 19, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Baird, Town Attorney
SUBJECT	Authorizing a waiver of conflict for Jones Foster Law Firm.

EXECUTIVE SUMMARY

The Town owns a 9-acre parcel (the Property) within the Sonoma Isles PUD on Indiantown Road. Pursuant to the approval of the PUD, this parcel was dedicated the Town with a restriction that it could only be used for bio-science or open space/traffic mitigation purposes. The Town has marketed the property for many years for bio-science uses. A bio-science company and the Town executed a ground lease for the development of the Property, but ultimately that project was never realized. The Property continues to be available for the uses to which it is restricted. Earlier this year, a developer with a proven track record in the bio-science field approached the Town about purchasing the Property with the intent of developing it for bio-science and/or high technology uses, which are consistent with the restrictions.

ANALYSIS

The developer has been represented in other land use and real estate matters in Palm Beach County by Alan J. Ciklin, Esquire who joined Jones Foster several years ago. Because this developer only turned its attention to the Property earlier this year, I was not aware of its interest in purchasing the Property. Having become aware that Mr. Ciklin and our partner Larry B. Alexander have been representing the company with respect to other properties in Palm Beach County, it is necessary that our firm be granted a waiver from both clients to represent them in the real estate transaction should the Town Council want to proceed with the sale of the Property. Mr. Alexander and Mr. Ciklin who have been working for the would-be buyer on other projects in the county, will represent the developer in the real estate transaction. They work in the firm's West Palm Beach office. Mr. Scott McMullen, who has handled real estate transactions for the Town and who is my partner in the Jupiter office would represent the Town. In addition to being located in physically distinct offices, the lawyers in the two offices will be segregated from each other in accordance with our ethical responsibilities established by the Florida Bar. It should be noted that it is not uncommon for large law firms, including Jones Foster, to represent both a seller and buyer in real estate transactions. If the Town Council agrees to a waiver, the firm requests that it authorize the mayor to execute the attached letter agreeing to waive the conflict.

A motion to approve would waive the conflict with respect to Jones Foster's representation in the real estate transaction and authorize the mayor to execute the letter approving of the same.

STRATEGIC PRIORITY

● Town Communication

ATTACHMENTS

1. Letter from Thomas J. Baird on behalf of Jones Foster, P.A.

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Town Attorney, Thomas J. Barid at TBaird@jonesfoster.com or 561-659-3000.

JONES
FOSTER

November 12, 2024

Town of Jupiter
Frank Kitzerow, Town Manager
210 Military Trail
Jupiter, Florida 33458

Dear Frank:

As we have previously discussed, Larry B. Alexander and Alan J. Ciklin, two partners of my law firm who work in our West Palm Beach office were retained to represent Jacob Wohlstadter and entities he has created and controls (Wohlstadter) for the acquisition and eventual development of properties in Palm Beach County. One such property which has recently attracted Wohlstadter's attention is the "9-acre property" (the Property) owned by the Town, located at 145 Caprice Court and Indiantown Road. The Property is restricted to high technology, bio-medical, and life sciences uses by a Development Order condition associated with the approval of the Sonoma Isles PUD (f/n/a the Parcel 19 PUD). The Property has long been marketed for these uses, as a compliment to the Scripps Florida and other uses that have emerged in the Town. It is my understanding that Wohlstadter has a proven track record in the bio-science industry, and it is the existing bio-science uses in Jupiter which has led to his interest in the Property. It is also my understanding that he intends to develop the Property consistent with the uses to which the Property is restricted. As additional security and assurances that only these types of uses can be developed on the Property, I am recommending the recordation of a restrictive covenant for the Property.

It has been my practice to have my partner, Scott L. McMullen, whose office, like mine, is in the firm's Jupiter office to represent the Town in real estate transactions. Given our representation of the Town by virtue of my service as the Town Attorney, and Mr. McMullen's representation of the Town in real estate transactions, and Wohlstadter's representation by Messrs. Alexander and Ciklin, the firm has a conflict of interest under rules governing lawyers who are members of the Florida Bar. This same rule permits a client to waive any conflict after disclosure of the same. Importantly, this is a real estate transaction and not litigation. It is not uncommon for large firms such as ours to represent both buyers and sellers in real estate transactions. From a practical matter, buyers and sellers in real estate transactions have the same interest, a successful closing of the transaction

Having disclosed our conflict in connection with this transaction, on behalf of our firm, I am respectfully requesting that the Town Council vote to waive the firm's conflict with respect to the Property and this real estate transaction; to permit me and Mr. McMullen to represent the Town as the seller, and Messrs. Alexander and Ciklin to represent Wohlstadter as the buyer of the Property.

Aside from the fact that Mr. McMullen and I physically reside in the Jupiter office, the firm will set forth and implement certain internal procedures which we deem necessary and/or appropriate to prevent the disclosure of confidential information and communications between ourselves and the parties. In the event of a future dispute between the Town and Wohlstadter arising out of this real estate transaction, this firm will not be able to represent Wohlstadter or the Town in such dispute. In the event of a dispute, both the Town must retain other counsel of their choosing.

EST.
1924

tbaird@jonesfoster.com
561 650 8233 T
561-650-5300 F

4741 Military Trail
Suite 200
Jupiter, Florida 33458

In order to provide a written acknowledgement of the Council's waiver of the firm's conflict, we ask that following the council's vote to authorize a waiver, that the mayor affix his signature on behalf of the Town in the signature block below.

Very Truly Yours,

JONES FOSTER P.A.

_____

Thomas J. Baird
Shareholder

AGREED

Town of Jupiter

By:_____

Jim Kuretski, Mayor

TJB/cvw